CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 12, 2024

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. Contact the city at 952.960.7900 during regular business hours with questions.

AGENDA

1. CONVENE CITY COUNCIL MEETING

A. Pledge of Allegiance

B. Roll Call

Mayor Labadie___
Callies___
Maddy___
Sanschagrin___
Zerby___

C. Review and Adopt Agenda

Attachments

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

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

A. City Council Work Session Minutes of July 22, 2024	Minutes
B. City Council Regular Meeting Minutes of July 22, 2024	Minutes
C. Approval of the Verified Claims List	Claims List
D. Agreement with Chanhassen, 2024 Mill & Overlay, City Project 24-01	City Engineer Memo Resolution 24-059
E. Agreement with Met Council, 2024 Mill & Overlay, City Project 24-01	City Engineer Memo Resolution 24-060
F. Approve Designation of Authorized Signers	Finance Director Memo Resolution 24-061

G. Accept Quotes and Award contract for West Water Tower Cleaning, City Project 24-05 — City Engineer Memo, Resolution 24-062

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

4. REPORTS AND PRESENTATIONS

5. PARKS

6. PLANNING

A. Report by Commissioner Eggenberger on 07-16-24 Planning Commission Meeting — Minutes

B. Variance to rear setback — Planning Director Memo
Location: 22760 Galpin Lane — Resolution 24-063
Applicant: Danberry Properties, Jeff Danberry

C. PUD Concept Plan for a 7-unit development — Planning Director Memo
Location: 24560 Smithtown Road — Resolution 24-064
Applicant: Admark, LLC

D. Approve Service Agreement with Planning Consultant for Subdivision Ordinance Rewrite — Planning Director Memo

7. ENGINEERING/PUBLIC WORKS

A. Accept Quote and Award Contract for Harding Lane, City Project 24-06 — City Engineer Memo; Resolution 24-065; Resolution 24-066

B. Approve Overhead Placement of MetroNet Fiber Optic Cable — City Administrator Memo; Resolution 24-069

8. GENERAL/NEW BUSINESS

A. Approve SLMPD Budget — City Administrator Memo; Resolution 24-067

B. Approve EFD Budget — City Administrator Memo; Resolution 24-068

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

1. Second Quarter 2024 Budget Report — Finance Director Memo

2. Second Quarter 2024 Investments Report — Finance Director Memo

B. Mayor and City Council

10. ADJOURN

Item
2A

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, JULY 22, 2024,

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 Callies, and Zerby; City Attorney Brooksbank; City Administrator Nevinski; City Clerk/HR Director Thone; and Planning Director Darling;

Absent: Councilmembers Maddy and Sanschagrin

B. Review Agenda

Zerby moved, Callies seconded, approving the agenda as presented. Motion passed 3/0.

2. CANNABIS REGULATIONS

City Administrator Nevinski gave an overview of the two key decisions that needed to be made by the City regarding registration and certifying cannabis businesses as well as zoning standards to regulate the cannabis business locations and operations. He explained staff are looking for direction and guidance from the Council and then could bring back draft ordinances for their consideration at a regular City Council meeting.

City Clerk/HR Director Thone explained that staff had attended several meetings with the County on what registration may look like and noted that they have been soliciting input from the cities as well. She stated that the first thing the City needs to decide is whether the City or the County would handle the registration process and also if the City wanted to limit those businesses to one in twelve thousand five hundred residents. She stated that because Shorewood is a small city, she felt it begged the question on whether the City wanted to go through all the work and training to handle the licensing for just one possible cannabis business. She reviewed some of the benefits she felt may come with the County handling the licensing process, such as expertise and a more robust system. She explained that the only thing she has seen as a possible negative with having the County handle the registration process was that the City may lose a bit of their enforcement capabilities.

City Administrator Nevinski clarified that the State will be handling the licensing for these businesses. He stated that the City would just be handling the regulations around where they can be located in the City and registering the businesses so there is a formal acknowledgement of their operation in the City, for the State.

Councilmember Callies stated that she felt this could be a brief conversation because, if the City was only going to have one cannabis business, she did not really see a good reason for the City to go through all these machinations for just one business.

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Councilmember Zerby stated that SLMPD handles enforcement for four cities. He stated that they have been able to come together for things like dog ordinances so there is not confusion between the different cities and explained that he felt like this was another area where they would want to work with the SLMPD and come up with something that would work for all the cities.

City Attorney Brooksbank stated that SLMPD can always do enforcement or compliance checks whenever they wanted to. He stated that the potential risk is, if they find non-compliant products, then there becomes a limit on what the City can do about that other than forwarded the complaint to the County or the Office of Cannabis Management (OCM). He stated that he felt the question was whether the City felt the need to keep that enforcement power directly or if they felt comfortable that if they were to find something like underage sales that it be forwarded to the County and have trust that they will do something about it. He stated that from what they have seen so far, the County is very proactive and seem to be setting up a robust system but acknowledged that they have not yet seen it in operation.

Councilmember Zerby stated that in terms of zoning, they are also basically one community, but Excelsior has about thirty liquor licenses and Shorewood only has about two, however, Shorewood was bigger in land mass and population. He stated that as he was driving down Lakeshore Drive, he saw a sign on the side of the road for delivery service to the docks for hemp-derived THC products and asked how this would affect delivery services. He asked if there was any benefit in the City having some control over the delivery services and if so, how it could be enforced.

City Attorney Brooksbank stated that it is a developing area and noted that they are looking forward to seeing what the OCM regulations end up as. He explained that their current understanding is that delivery would probably not include full potency cannabis products, but with those types of delivery services, by design, there is not much that the City can do about them.

Councilmember Zerby asked if there was a definition of low potency and how this may affect it. He stated that he knows that some grocery stores are carrying things like THC beverages.

City Attorney Brooksbank stated that there is a potency maximum of 5 mg/serving, for seltzers it is no more than two servings per can, and for gummies they are allowed to have up to ten servings per package. He noted that there is also a source requirement that it must come from hemp plants rather than cannabis plants. He explained that the limit on retailers for full potency cannabis would not affect the lower potency hemp businesses.

Councilmember Callies stated that one concern she had was related to event licensing and noted that theoretically one business could have a number of different licenses.

City Attorney Brooksbank explained that there were quite stringent limitations on having multiple license types, so for example, one type of license is ‘event organizer’ and they would not be allowed to have any other licenses outside of being an event organizer. He stated that events, as envisioned in the law, are more like a block party kind of thing. He explained that the City is required to allow events to operate within City limits but is not required to allow on-site consumption at the events.

Councilmember Callies asked if that would be a separate location from the registered business.

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City Attorney Brooksbank stated that it would sort of be envisioned like a farmer's market as it would be a bit more temporary, but would also be more stringent, because there would need to be access controls and ID checks for age verification.

Councilmember Zerby stated that it would be similar to how alcohol would be handled.

Mayor Labadie stated that it was her understanding that cities cannot prohibit one retail operation per twelve thousand five hundred residents but did not need to permit more than one.

City Attorney Brooksbank confirmed that the City could establish a limit of one retailer, could pick a number greater than one, or could also not set a limit.

Mayor Labadie stated that she felt that was a big topic that the Council should focus on in determining how many they want in the City. She stated that she also had the same concerns about trying to mirror the neighboring cities related to SLDPD enforcement, but she did not anticipate that all four cities would be like-minded on this issue. She gave an example of decisions related to the number of vendors that will be allowed. She stated that in theory, for enforcement purposes, it would be great to have all four cities mirror each other, but she does not believe that was realistic. She suggested that rather than getting hung up on that point that the Council look at what is right for Shorewood. She asked about the location of the existing smoke shops and asked if the location that is near the S.A.I.L. building could apply for a license of this nature.

Planning Director Darling answered that it would depend on the buffer requirements. She stated that the City's primary two commercial districts are C-1 and C-2, and C-2 only applies to three parcels currently. She noted that all three of those parcels have been re-guided to high density residential, so they will end up being rezoned. She stated that the C-1 zoning district, in her mind, is the only real option, and if they apply the maximum buffers of one thousand feet from a school and five hundred feet from the other protected uses, then there would only be three parcels in the City that will qualify.

Councilmember Callies asked if those parcels were near the storage facility.

Planning Director Darling confirmed that it would be the storage facility, Red's Savoy Pizza, and the Starbucks.

Councilmember Callies asked whether it would be legal if the cities put in zoning requirements so that there really would not be availability for a site.

City Attorney Brooksbank stated that there must be parcels that are allowed to have these businesses, but the City does not have to guarantee that one of those parcels is available and what the business wants it to be. He stated that means what was just described showed that there are parcels where one of these businesses could operate, but they may need to convince someone to sell it to them first.

Councilmember Callies noted that even if it turns out that there is one or none in the City, people will not have to go very far before they can find another establishment and procure this product.

City Attorney Brooksbank stated that he had misspoken earlier related to deliveries and explained that there are cannabis delivery services, and the restriction is not based on the potency, but on

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the amount that can be delivered. He noted that the delivery service businesses were not one of the businesses that the City would have the authority to limit the number.

City Administrator Nevinski noted that he believed that the delivery businesses did have to be licensed so there would be some type of regulation in place.

City Attorney Brooksbank agreed that they do have to be licensed and cannot be someone with a car, like an Uber driver, because there are also security requirements for the transportation vehicles.

Mayor Labadie asked if the maximum buffer that could be applied would be able to be changed.

Planning Director Darling stated that the State could make changes to those rules in the future.

City Attorney Brooksbank stated that the maximum buffer amounts come from the Statute and is a cap on what the City can impose. He noted that if the City took no action, there would be no setbacks from anything, but they could impose the setback of up to one thousand feet from a school.

Councilmember Zerby noted that the staff report mentioned that if the City takes on their own ordinance there would be more of a burden on City staff and asked for more detail on what this burden may be.

City Clerk/HR Director Thone stated that for her department, registering the businesses would essentially be the same as what they do for liquor or tobacco licensing but noted that there will be some additional training involved. She noted that she did not think this would overtax city staff seeing the limited opportunities for businesses in the city.

City Administrator Nevinski stated that he thinks the big question is how much staff time the City wants to devote to becoming experts, even if there is only one cannabis business, or possibly none. He stated that because they do not know what will happen, the question becomes whether this is a good use of City resources when the County will be doing this across the County for many other cities, which may be more efficient. He explained that he thinks there has been a concern from cities that if they agree to let the County do it that the cities will not be able to back out if the County is not performing. He noted that he believes that the County has heard that concern and would suspect that should the cities want to back out of this arrangement, they will be able to do that.

City Clerk/HR Director Thone stated that since they added the hemp to the tobacco licenses, they do require extra time and effort because they are a little more problematic. She gave examples of the businesses frequently switching hands and quite a few compliance issues. She stated that it was a little unsettling to take on these new requirements because they do not understand those products well and it is really up to the enforcement agencies to determine if they are selling the correct products. She explained that was why she was a bit cautious about cannabis and what that would actually look like for City staff to regulate.

Councilmember Zerby suggested that the City could let the County handle the enforcement and the licensing. He stated that the City could then update their zoning in order to attempt to place these businesses where they feel would be appropriate.

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Mayor Labadie asked if the City went the route of using the County if they could dictate how the City's zoning and ordinance could be written. She asked if the County could be less strict on the cities than State Statute would be.

City Attorney Brooksbank answered that it would depend on the specific agreement with the County and noted that so far, they have not seen the County asking for any of those types of conditions. He stated that the message from the County has been that they will do enforcement if the cities would like, and the cities can do their zoning however they want to.

Councilmember Callies asked for clarification around the term 'enforcement' and asked if it essentially meant registration.

City Attorney Brooksbank stated that it was registration and at the very least, annual compliance checks of the registered businesses.

Councilmember Callies stated that she felt the issue before the Council was whether the City should defer to the County to register the businesses. She explained that she agreed with Councilmember Zerby that the City should defer to the County for these services.

Mayor Labadie stated that she agreed that They City should get the County to assist in this matter especially if the City is able to set up the maximum buffer distances, because they would only be looking at a few locations for these businesses.

City Attorney Brooksbank stated that there are thirteen total types of licenses available which range from cultivation to retail sales and six of those must obtain a registration before they can operate, which is anyone making retail sales to customers for recreational or medical use. He stated that the City has the authority to limit the number of three of those types of retailers and explained that they can limit recreational retail to one per twelve thousand five hundred residents. He noted that they would have to register recreational retail, medical retail, and lower potency hemp, but must allow all thirteen types of businesses.

Councilmember Callies asked if that meant that the other types of businesses would not be limited by the distance requirement they have been discussing.

City Attorney Brooksbank stated that the distance requirement would be for any of the retail businesses.

Planning Director Darling clarified that it says for 'any' of the cannabis businesses, so they can be subject to those buffers. She noted that the City would still just be looking at the three parcels mentioned earlier, but, in theory, they could all have different types of businesses located on them.

Councilmember Zerby asked about the large acre hobby farm that is in the City.

Planning Director Darling stated that hobby farm was located within a residential zoning district.

Councilmember Callies asked if the Council was only concerned with the recreational sales for the purposes of zoning.

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Planning Director Darling stated that the City must have their zoning set up for the other types of businesses as well, or the City will not be able to limit them. She explained that the concern she has related to manufacturing and cultivating was the smell.

Councilmember Callies asked about the nursery property that was located on Smithtown Road.

Planning Director Darling stated that the nursery property was currently zoned residential, so they could not have a license for cultivating and manufacturing. She explained that they could only grow the amount that an individual could grow.

Councilmember Callies noted that area did not look very residential to her.

Mayor Labadie asked if it was zoned residential with a variance to operate as a nursery.

Planning Director Darling explained that by State law, except for cannabis products, that anything you can grow on your site, you can sell on your site.

Mayor Labadie asked for a more detailed explanation of temporary cannabis events.

Planning Director Darling stated that she pictured it as more of an event, like if someone rented a room in the community center and had a promotional event where they were displaying product but did not know if people would be able to consume during the event. She explained that she envisioned it being set up similar to how a trade show would be set up.

City Attorney Brooksbank clarified that they were envisioned to be a stand-alone cannabis event that could have different vendors at the event, but you would not be at someone else's event.

City Administrator Nevinski stated that it would not be like having a food truck at the Movie in the Park event and would be its own event.

Councilmember Callies asked if she was correct that the City cannot limit the type of cannabis businesses.

Planning Director Darling explained that they must allow them in the City but can zone them into a very small area, based on the buffer requirements.

City Attorney Brooksbank noted that the cannabis events would count as a cannabis business. He noted that a question was raised about consumption at a cannabis event and explained that the City must allow the event, but allowing consumption on site would be at the discretion of the City.

Councilmember Zerby asked about the Section 3 amendment with the parking requirements and whether that was just referring to the cannabis businesses.

Planning Director Darling explained that they do not have a laboratory category which is essentially what a testing facility is. She noted that she wanted to make sure that she had something she could lean on if there was a cannabis business came into the City. She stated that she had noticed that the ordinance implies that you can have more than one type of business and explained that she gets a bit nervous when things are implied and not overtly stated and would like to add a sentence that makes that clearer.

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Councilmember Zerby noted that he had seen chiropractors selling supplements, including the low dosage hemp products, and asked if that was considered. He asked if a chiropractor would not be able to do it or if they would just need more parking.

Planning Director Darling stated that the City currently does not regulate low potency hemp products, so to do so, they would have to adopt regulations. She stated that she was mostly concerned about the manufacturing, cultivating, processing, and sales of the cannabis. She explained that you will find that for a salon or doctor's office, there may be a small amount of retail area, which would not really affect the parking calculations.

Mayor Labadie asked if the neighboring cities that share the services of the SLMPD have started work on a draft ordinance yet.

Planning Director Darling stated that Minnetonka has because she knows that they have just put a moratorium in place but has not heard about the other cities.

City Administrator Nevinski acknowledged that he also did not know, but staff could follow up with the neighboring cities. He noted that this information may influence further discussions and help create consistency.

Councilmember Zerby stated that he would be interested in finding out what Chanhassen and Victoria were planning as well.

Councilmember Callies stated that she felt it would be useful to see what others are doing, but she would like to see Shorewood be as restrictive as they can because it will be available very close-by.

Mayor Labadie explained that she did not think that Shorewood needed to mirror what other cities were doing and their language but would be curious to see how far along in the process they are.

Councilmember Callies stated that she would not be in favor of a moratorium in Shorewood and would like to see them get something on their books and go from there because it can be amended later, if needed.

Mayor Labadie noted that she would echo basically everything that Councilmember Callies had stated. She stated that Councilmembers Maddy and Sanschagrin were not able to attend tonight's meeting but would be able to give their input when staff brings this back to the full Council. She stated that she agreed with Councilmember Callies and would like the City's language to be as restrictive as possible considering it would only be a handful of places where this would be allowed.

Councilmember Zerby stated that he agreed and felt it would be good for the City to get out ahead of this because he is sure that there are entrepreneurs that are looking around trying to find places where they may be able to set up shop.

Councilmember Callies asked if there was truly no distinction within the law for a cultivator business and noted that she felt that they should be able to restrict those within a residential area.

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City Attorney Brooksbank stated that right now, the draft ordinance essentially says that all cannabis businesses are in C-1, but for cities that have other zones, they could say something else, for example, retail would only be allowed in commercial zoning, and cultivation would only be allowed in an industrial zone.

Planning Director Darling stated that she believed that the Council that was present tonight had given staff enough information for staff to begin moving forward but cautioned that she felt the City would need to work quickly with the zoning element so that the buffer requirements are in place. She explained that if the Council was leaning towards having the County handle the registration, she may put it together as a conditional use with those buffer requirements. She noted that there were some businesses that were allowed an early approval process who will be able to submit licenses between July 24, 2024, and August 12, 2024, which is why she would want to have those rules in place before they come to certify with the City for those locations. She stated that will mean holding a public hearing on August 20, 2024, with a rapid turnaround to the Council related to those zoning restrictions.

Councilmember Callies asked if she was saying that all of these businesses would require a CUP.

Planning Director Darling confirmed that she was saying that all these businesses would require a CUP, if the City would not be handling the registration in-house. She stated that way they can have the buffer requirements as conditions within the CUP.

3. ADJOURN

Zerby moved, Callies seconded, Adjourning the City Council Work Session Meeting of July 22, 2024, at 6:25 P.M. Motion passed 3/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

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Item
2B

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 22, 2024

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

Mayor Labadie called the meeting to order at 7:00 P.M.

A. Pledge of Allegiance

B. Roll Call

Present. Mayor Labadie; Councilmembers Callies, and Zerby; City Attorney Brooksbank; City Administrator Nevinski; City Clerk/HR Director Thone; Planning Director Darling; Director of Public Works Morreim; Park and Recreation Manager Czech; and Finance Director Schmuck

Absent: Councilmembers Maddy and Sanschagrin

C. Introduction of Finance Director Jeanne Schmuck

Mayor Labadie welcomed Finance Director Schmuck to Shorewood.

D. Review Agenda

Mayor Labadie noted that item 6.A. under the Planning would be continued to the August 12, 2024, City Council meeting.

Zerby moved, Callies seconded, approving the agenda as presented.

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Regular Meeting Minutes of July 8, 2024

B. Approval of the Verified Claims List

C. Accept Resignation of Community Center Attendant

D. Approve Fire Delivery Resolution – Mound Fire Department, Adopting RESOLUTION NO. 24-056, "A Resolution Approving Participation in a

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Committee to Explore Fire Delivery Services in Areas Served by Mound Fire Commission."

E. Accept Grant from CenterPoint Energy, Adopting RESOLUTION NO. 24-057, "A Resolution Accepting Grant Donation from CenterPoint Energy to the City of Shorewood on Behalf of the Excelsior Fire District for the Purchase of a Thermal Imaging Camera."

Motion passed.

3. MATTERS FROM THE FLOOR

John F. Healey, 26040 Shorewood Oaks Drive, thanked the Council for the work that had been done on painting the parking and handicap striping at Freeman Park. He stated that he felt that they needed to continue the discussion of the oversight regarding the trail repaving and noted that the final part of a project for most cities in this area is to repair any damage to lawns with clean earth, good seed, and watering, if necessary. He stated that he felt that the City's contractor had done things 'on the cheap' at every opportunity and gave the examples of failing to properly grade the trail for run-off or not measuring the thickness of the asphalt to avoid bird baths after a rainstorm. He handed a picture of the bird bath and mud situation at the entry to Freeman Park from Shorewood Drive to the City Attorney. He explained that in the areas where the lawns were torn up, the contractor has replaced their lawns with dirt that is filled with rocks and weeds and handed two additional pictures to staff. He stated that the use of cheap dirt was not limited to their area and suggested that they take a walk around all the sidewalks in the parks where they will also see rocks and weeds. He stated that he felt it would be a supreme understatement to say that he was not upset by this situation and asked how many times the City would need to re-work what he felt was this contractor's shoddy work. He asked who would be given the responsibility to fix this issue and asked if the City would come in and take out the substandard dirt that contains rocks, weeds, and plant new grass so their lawns can be restored. He presented the Council with a box of rocks that he had brought along and explained that the box was a sample of what could be found in his yard.

4. REPORTS AND PRESENTATIONS

5. PARKS

A. Report by Commissioner Hirner on the July 9, 2024, Park Commission Meeting

Park Commissioner Hirner gave an overview of the recent Park Tours and discussion at the most recent Park Commission meeting.

6. PLANNING

A. ~~Report by Commissioner Eggenberger on the July 16, 2024, Planning Commission Meeting~~ (moved to the August 12, 2024, City Council meeting)

B. Extend Code Compliance Deadline

Planning Director Darling reviewed the request for additional time to correct a code violation. She noted that the Council had considered this issue at their May meeting and had given the property

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owners until August 15, 2024; to correct the violation and bring the fence and arbor vitae into compliance and now the owners were asking for a bit more time. She explained that completing the necessary landscaping may be problematic due to the time of year, which meant it would be less likely that the plant materials would survive. She stated that because of this, staff supported granting an extension to September 30, 2024.

Callies moved, Zerby seconded, Adopting RESOLUTION NO. 24-058, "A Resolution Approving a Request for Extension to Correct Code Violations for Properties Located at 5290/5300 Howards Point Road."

7. ENGINEERING/PUBLIC WORKS

A. Tree Removal Service Agreement

Public Works Director Morreim explained that, in the past, the City has had an agreement for their forestry consulting services and tree removal services. He stated that the City did a fair amount of work last year with Davey Resources for removal which was reactionary for some of the trees that were dying and had fallen. He stated that now they were able to be more in the mode of planning out what trees that the City would prioritize for tree removal and decided to go out and get quotes from three different companies for the work. He noted that the low quote came in from Shadywood Tree Experts and Landscaping who is a responsible contractor and has completed similar work elsewhere. He noted that this would be a separate service than the forestry consultant work and explained that the City would still utilize Davey Resource Group for those services.

Councilmember Zerby asked if there would be any type of markings on the trees so residents can anticipate which ones will be removed.

Public Works Director Morreim stated that he believed that in every case, the residents already know because they have been on the list for quite a bit of time already.

Zerby moved, Callies seconded, Approve the Quote received from Shadywood Tree Experts and Landscaping for Tree Removal Services in the City.

Motion passed.

8. GENERAL/NEW BUSINESS

9. STAFF AND COUNCIL REPORTS

A. Staff

Park and Recreation Manager Czech stated that Concert in the Park was held a few weeks ago which had about one-hundred and seventy-five in attendance. He noted that he felt the most recent Park Commission meeting was very productive and spent time discussing the CIP. He reminded the Council that Safety Camp would be held on August 7, 2024, at the fire station and encouraged anyone grades three through five to come participate.

Public Works Director Morreim stated that they are continuing to work on their water meter replacement project and were using various communication methods to get the rest of the meters replaced. He noted that they were also working with their lead service line inventory which is a

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requirement of the EPA and believes that they are nearing the end of the first round. He explained that the City had received approval from the State to have Bolton and Menk help with the lead service line inventory which they have been doing who had had just sent out a mailer to the remaining residents to figure out what type of material they have. He stated that over the next few weeks, if the weather cooperates, they plan to be doing stump grinding in the City parks and refresh wood chips at some of the playgrounds. He stated that the 2024 mill and overlay is moving into phase three and noted that the Smithtown drainage has been wrapped up except for turf establishment. He stated that regarding the issue mentioned during Matters from the Floor, they have met over the last few weeks to go over that for all their projects. He stated that there is still work to be done by the contractors and noted that the City had not paid all the contractors for the work yet. He explained that they were currently in the timeframe where reseeding was not recommended because it is the middle of summer, so they will wait a month or so before they reseed and get things established. He explained that there was a varying level of work yet to be completed and also varying levels of success for the turf re-establishment. He assured the Council that they would be working with the contractors on all of these projects to get this improved.

Councilmember Zerby asked if there were any updates on the Excelsior sewer project because it looks like it may be getting close to completion.

Public Works Director Morreim stated that he did not have any information off the top of his head but can look into it and send the Council some information.

Finance Director Schmuck expressed her appreciation to the City staff that she has worked with so far because they have all made her feel very welcome to the City.

City Clerk/HR Director Thone stated that direct balloting for the primary begins Friday at City Hall and candidate filing will open next Tuesday. She noted that there will be two council member seats as well as the mayor seat on the November ballot. She stated that the City has six well qualified individuals who have expressed interest in the Planner position which will close on August 4th.

City Administrator Nevinski stated that MetroNet has continued to express interest in expanding and deploying their services in the City. He noted that they have also had a conversation with Midco who may be working with LMCC on some franchise agreements and possibly providing an additional offering to Mediacom. He stated that he was hopeful that this would mean that there will be more options coming to the City, which has been an ongoing concern shared by the residents. He stated that he has been working with some of the neighboring cities regarding funding for Highway 7 and trying to understand the processes that they need to go through with MnDot. He stated that he had also had some conversations with other corridor coalitions to learn more about what they are doing and how they had gotten up to speed with the thought that those ideas may be able to be emulated in this situation.

B. Mayor and City Council

Councilmember Callies noted that she had attended the recent Park Commission meeting. She stated that she was planning to attend the upcoming Recycling Committee meeting and had signed up for the organics tour in Shakopee next month.

Mayor Labadie stated that she had attended the SLMPD Coordinating Committee meeting on July 10, 2024, where a large portion of the meeting was spent discussing the budget. She

DRAFT

reminded the Council that Chief Tholen had recently give a presentation to the Council on the budget and explained that the Coordinating Committee had now officially recommended approval of the budget, as presented, so it would be coming before all four cities for approval.

10. ADJOURN

Zerby moved, Labadie seconded, Adjourning the City Council Regular Meeting of July 22, 2024, at 7:33 P.M.

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT

City of Shorewood

City Council Meeting Item

Item 2C

Title/Subject: **Verified Claims**
Meeting Date: August 12, 2024
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Jeanne Schmuck, Finance Director
Attachments: **Claims Lists**

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

Claims for Council authorization:	
BOM-June Credit Cards	$34,647.42
Payroll-07-29-2024-ACH	$58,560.27
Payroll-07-29-2024-AP	$41,147.75
Council-08-12-2024	$305,231.63
Total Claims: Checks No. 68868 - 68892 & ACH	**$439,587.07**

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.

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 07/22/2024 - 2:21PM
Batch: 00007.07.2024 - BOM-June-2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
June-2024-AndyE	Fuel	123.23	07/28/2024	101-32-4212-0000	
June-2024-Brend	Zoom-Dues Refunded for May's 24	-112.67	07/28/2024	101-13-4433-0000	
June-2024-Bruce	Fuel	355.24	07/28/2024	101-32-4212-0000	
June-2024-Bruce	Fedex-Shipping	23.74	07/28/2024	601-00-4208-0000	
June-2024ChrisH	Shorewood True-Tape	22.98	07/28/2024	101-32-4223-0000	
June-2024ChrisH	Amazon-Parts	31.26	07/28/2024	101-52-4223-0000	
June-2024ChrisH	Amazon- LAX Nets Parts, Batteries, Office Sup	19.00	07/28/2024	101-19-4223-0000	
June-2024ChrisH	Fuel	193.75	07/28/2024	101-32-4212-0000	
June-2024ChrisH	Amazon-Supplies	18.94	07/28/2024	601-00-4200-0000	
June-2024ChrisH	Amazon- LAX Nets Parts, Batteries, Office Sup	71.87	07/28/2024	101-32-4200-0000	
June-2024ChrisH	Hach Com - Water Testing Supplies	266.90	07/28/2024	601-00-4245-0000	
June-2024ChrisH	Patrioticbrands.Com - Stage Flag	115.50	07/28/2024	101-19-4223-0000	
June-2024ChrisH	Amazon-Earplugs	40.00	07/28/2024	101-32-4245-0000	
June-2024ChrisH	Amazon- LAX Nets Parts, Batteries, Office Sup	71.96	07/28/2024	101-52-4221-0000	
June-2024ChrisH	Amazon-PartsSP Hoserack-Jetter Truck Parts	120.80	07/28/2024	611-00-4245-0000	
June-2024ChrisH	Amazon-LS Parts	130.44	07/28/2024	601-00-4245-0000	
June-2024ChrisP	Fuel	1,308.21	07/28/2024	101-32-4212-0000	
June-2024ChrisP	MN Minnestrista-Sweeping Disposal	52.50	07/28/2024	101-32-4400-0000	
June-2024ChrisP	Shorewood True	1.49	07/28/2024	601-00-4221-0000	
June-2024-CityCard	Culligan Bottled Water - C.H.	33.00	07/28/2024	101-19-4245-0000	
June-2024-CityCard	Chanhassen-18505-001-Water Charge	740.30	07/28/2024	601-00-4263-0000	
June-2024-CityCard	Spring Cleanup	6,491.27	07/28/2024	621-00-4347-0000	
June-2024-CityCard	PBI Lease-Postage Lease	195.00	07/28/2024	101-19-4410-0000	
June-2024-CityCard	Republic Services-Residents Reycling Svcs	13,611.90	07/28/2024	621-00-4400-0000	
June-2024-CityCard	AT&T - Wade's Ipad	23.49	07/28/2024	101-24-4321-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
June-2024-CityCard	Curbside Waste-SSCC	132.97	07/28/2024	201-00-4400-0000	
June-2024-CityCard	Curbside Waste-Public Works	420.99	07/28/2024	101-32-4400-0000	
June-2024-CityCard	Chanhassen-18505-000-Water Charge	9.92	07/28/2024	601-00-4263-0000	
June-2024-CityCard	Republic Services-Organic Recycling	390.40	07/28/2024	621-00-4400-0026	
June-2024-Eric	Walgreen-Council Photo	13.21	07/28/2024	101-11-4245-0000	
June-2024-Eric	MN Trophies-Council Platgue	86.25	07/28/2024	101-11-4245-0000	
June-2024-Eric	Signs Now Plymouth-Decals for Trucks	433.49	07/28/2024	101-32-4221-0000	
June-2024-Eric	Shorewood True-Locks for Organics Bins	54.25	07/28/2024	621-00-4400-0026	
June-2024-Jerem	MN Minestrista-Waste Disposal	210.00	07/28/2024	101-32-4400-0000	
June-2024-Jerem	Carquest-Brake/Shocks	682.60	07/28/2024	101-32-4221-0000	
June-2024-Jerem	Carquest-Battery & Switch	316.00	07/28/2024	101-32-4221-0000	
June-2024-Jerem	Fleet Farm-Paint-Misc	147.64	07/28/2024	101-32-4245-0000	
June-2024-Jerem	Carquest-Filter	64.04	07/28/2024	101-32-4221-0000	
June-2024-Jerem	Ziegler-Belt	15.55	07/28/2024	101-52-4221-0000	
June-2024-Jerem	Carquest-Generator Battery	139.55	07/28/2024	601-00-4221-0000	
June-2024-Jerem	Fuel	202.03	07/28/2024	101-32-4212-0000	
June-2024-Jerem	Carquest-Chainsaw	150.74	07/28/2024	101-32-4221-0000	
June-2024-Luke	Dollar Tree-Soap	13.57	07/28/2024	601-00-4245-0000	
June-2024-MattM	In Enabling Elements- Communication	17.00	07/28/2024	601-00-4321-0000	
June-2024-MattM	Sam's-Supplies	188.82	07/28/2024	101-52-4245-0000	
June-2024-MattM	PSN MN RWA-Annual Dues	1,536.15	07/28/2024	601-00-4433-0000	
June-2024-MattM	Plunketts Pest Control-Pest Svc-SCEC	90.00	07/28/2024	201-00-4400-0000	
June-2024-MattM	Plunketts Pest Control-Pest Svc-PWs	90.00	07/28/2024	101-32-4400-0000	
June-2024-MattM	Forester Shop-Trimmer Blades	78.22	07/28/2024	101-32-4221-0000	
June-2024-MattM	Amazon-General Supplies	133.37	07/28/2024	101-52-4245-0000	
June-2024-MattV	Shorewood True-Parking Sign	19.27	07/28/2024	101-32-4250-0000	
June-2024-MattV	Siteone Landscape-Grass Seed	129.30	07/28/2024	101-32-4245-0000	
June-2024-MattV	Cub-Water	35.00	07/28/2024	101-32-4245-0000	
June-2024-MattV	Fuel	479.79	07/28/2024	101-32-4212-0000	
June-2024-MattV	MN Minnestrista-Wood Waste Disposal	420.00	07/28/2024	101-32-4400-0000	
June-2024-MattV	Shorewood True-Supplies	19.99	07/28/2024	101-19-4223-0000	
June-2024-MattV	Shorewood True-LAX Net Parts	167.78	07/28/2024	101-52-4221-0000	
June-2024-MattV	Shorewood True-Supplies	43.98	07/28/2024	101-19-4245-0000	
June-2024-MattV	Home Dept-LAX Net Parts	258.91	07/28/2024	101-52-4221-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
June-2024Meliss	USPS-Postage	8.73	07/28/2024	101-13-4208-0000	
June-2024-Mitch	Home Depot-Community Garden Materials	315.86	07/28/2024	101-53-4245-0000	
June-2024-Mitch	Tid Dry Cleaners	256.47	07/28/2024	201-00-4400-0000	
June-2024-Mitch	Amazon-Office Supplies	96.69	07/28/2024	201-00-4200-0000	
June-2024-Mitch	Amazon-Office Movie in the Park	15.24	07/28/2024	101-53-4444-0000	
June-2024-Nelia	AFP McFOA-Membership Due	50.00	07/28/2024	101-13-4433-0000	
June-2024-Nelia	Target-Staff Meeting	30.26	07/28/2024	101-13-4245-0000	
June-2024-Nelia	Odp Bus-Supplies	193.05	07/28/2024	101-13-4200-0000	
June-2024-Nelia	Dollar Tree	6.79	07/28/2024	101-13-4245-0000	
June-2024-Rober	Cub Foods	35.00	07/28/2024	101-32-4245-0000	
June-2024-Rober	Boot	242.99	07/28/2024	101-32-4245-0000	
June-2024-Rober	Boot- Robert Refuned back to City	7.01	07/28/2024	101-32-4245-0000	
June-2024-Rober	Fuel	135.01	07/28/2024	101-32-4212-0000	
June-2024-Ryan	Fuel	210.75	07/28/2024	101-32-4212-0000	
June-2024-Ryan	Shorewood True-Staples-Signs	47.97	07/28/2024	101-32-4245-0000	
June-2024-Sandi	ECM-Sun Sailor Subscription	36.00	07/28/2024	101-13-4433-0000	
June-2024-Sandi	Cub-Lunchroom Supplies	24.36	07/28/2024	101-13-4245-0000	
June-2024-Sandi	Amazon-Office Supplies	96.36	07/28/2024	101-13-4200-0000	
June-2024-TimK	Fuel	378.43	07/28/2024	101-32-4212-0000	
June-2024-TimK	MacQueen-Vac Part	108.86	07/28/2024	601-00-4245-0000	
June-2024-TimK	Shorewood True-Ant Traps	8.99	07/28/2024	601-00-4245-0000	
June-2024-Todd	Shorewood True-Misc Parts	39.76	07/28/2024	101-32-4245-0000	
June-2024-Todd	Fuel	91.57	07/28/2024	101-32-4212-0000	
June-2024-Wade	CarQuest	32.55	07/28/2024	101-19-4245-0000	
June-2024-Wade	Wade's Fuel	54.00	07/28/2024	101-24-4212-0000	
	Check Total:	33,663.58			
Vendor: 327	WINDSTREAM			Check Sequence: 2	ACH Enabled: True
76499463	City of Shwd-West Tower	196.20	07/28/2024	601-00-4321-0000	
76499463	Badger-Manor-Cathcart Parks	388.19	07/28/2024	101-52-4321-0000	
76499463	Public Works	127.53	07/28/2024	101-32-4321-0000	
76499463	City of Shwd- Badger Well	65.82	07/28/2024	601-00-4395-0000	
76499463	City Hall	206.10	07/28/2024	101-19-4321-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	983.84			
	Total for Check Run:	34,647.42			
	Total of Number of Checks:	2			

Clearing House

Distribution Report

User: mnguyen
Printed: 07/26/2024 - 11:34AM
Batch: 00026.07.2024

City of Shorewood

Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	58,560.27	CASH AND INVESTMENTS
700-00-2170-0000	58,560.27	0.00	GROSS PAYROLL CLEARING
	58,560.27	58,560.27	
Report Totals:	58,560.27	58,560.27	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 07/26/2024 - 11:52AM
Batch: 00008.07.2024 - Paryoll-07-29-2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 1	ACH Enabled: True
PR-07-29-2024	PR Batch 00003.07.2024 FICA Employee Portio	5,322.77	07/26/2024	700-00-2174-0000	PR Batch 00003.07.2024 FICA Employee
PR-07-29-2024	PR Batch 00003.07.2024 Federal Income Tax	8,988.66	07/26/2024	700-00-2172-0000	PR Batch 00003.07.2024 Federal Income T
PR-07-29-2024	PR Batch 00003.07.2024 Medicare Employee Pc	1,244.85	07/26/2024	700-00-2174-0000	PR Batch 00003.07.2024 Medicare Emplo
PR-07-29-2024	PR Batch 00003.07.2024 FICA Employer Portio	5,322.77	07/26/2024	700-00-2174-0000	PR Batch 00003.07.2024 FICA Employer I
PR-07-29-2024	PR Batch 00003.07.2024 Medicare Employer Po	1,244.85	07/26/2024	700-00-2174-0000	PR Batch 00003.07.2024 Medicare Emplo
	Check Total:	22,123.90			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 2	ACH Enabled: True
PR-07-29-2024	PR Batch 00003.07.2024 Deferred-MissionSq-Fl	2,225.00	07/26/2024	700-00-2176-0000	PR Batch 00003.07.2024 Deferred-Missio
	Check Total:	2,225.00			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 3	ACH Enabled: True
PR-07-29-2024	PR Batch 00003.07.2024 State Income Tax	3,866.42	07/26/2024	700-00-2173-0000	PR Batch 00003.07.2024 State Income Tax
	Check Total:	3,866.42			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 4	ACH Enabled: True
PR-07-29-2024	PR Batch 00003.07.2024 Deferred Comp-MSRS	25.00	07/26/2024	700-00-2176-0000	PR Batch 00003.07.2024 Deferred Comp-M
	Check Total:	25.00			
Vendor: 665	OPTUM BANK			Check Sequence: 5	ACH Enabled: True
PR-07-29-2024	PR Batch 00003.07.2024 HSA-OPTUM BANK	807.25	07/26/2024	700-00-2183-0000	PR Batch 00003.07.2024 HSA-OPTUM B.
	Check Total:	807.25			
Vendor: 9	PERA			Check Sequence: 6	ACH Enabled: True
PR-07-29-2024	PR Batch 00003.07.2024 MN-PERA Deduction	5,617.94	07/26/2024	700-00-2175-0000	PR Batch 00003.07.2024 MN-PERA Dedu

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
PR-07-29-2024	PR Batch 00003.07.2024 MN PERA Benefit Em	6,482.24	07/26/2024	700-00-2175-0000	PR Batch 00003.07.2024 MN PERA Benef
	Check Total:	12,100.18			
	Total for Check Run:	41,147.75			
	Total of Number of Checks:	6			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 08/07/2024 - 11:03AM
Batch: 00001.08.2024 - Council-08-12-24-Bania



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1196	DONALD BANIA			Check Sequence: 1	ACH Enabled: False
2024-SafetyCamp	Safety Camp-Speaker	350.00	08/12/2024	101-53-4443-0000	
	Check Total:	350.00			
	Total for Check Run:	350.00			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 08/07/2024 - 2:53PM
Batch: 00002.08.2024 - Council-08-12-2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1402	ABDO FINANCIAL SOLUTIONS			Check Sequence: 1	ACH Enabled: False
493834	Finance Interim Svc-July-2024	27,191.25	08/12/2024	101-15-4400-0000	
	Check Total:	27,191.25			
Vendor: 134	ADVANCED AUTO PARTS OF NAVARRE			Check Sequence: 2	ACH Enabled: False
6974-472026	Oil Seal	70.38	08/12/2024	101-32-4221-0000	
	Check Total:	70.38			
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 3	ACH Enabled: True
INV336314	Konica Minolta/C658 Copier	47.00	08/12/2024	101-19-4221-0000	
	Check Total:	47.00			
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 4	ACH Enabled: True
095P8952	Starter Part for Truck	330.15	08/12/2024	101-32-4221-0000	
	Check Total:	330.15			
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 5	ACH Enabled: True
07-19-2024	28125 Boulder Bridge	22.05	08/12/2024	601-00-4396-0000	
07-19-2024	6000 Eureka Road	36.23	08/12/2024	101-52-4380-0000	
07-19-2024	5755 Country Club Rd	43.59	08/12/2024	101-19-4380-0000	
07-19-2024	24200 Smithtown Rd	118.74	08/12/2024	101-32-4380-0000	
07-19-2024	20405 Knighsbridge Rd	35.30	08/12/2024	601-00-4394-0000	
07-30-2024	6000 Eureka Road	31.95	08/12/2024	101-52-4380-0000	
07-30-2024	28125 Boulder Bridge	21.10	08/12/2024	601-00-4396-0000	
07-30-2024	24200 Smithtown Rd	117.67	08/12/2024	101-32-4380-0000	
07-30-2024	20405 Knighsbridge Rd	35.90	08/12/2024	601-00-4394-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
07-30-2024	5755 Country Club Rd	39.64	08/12/2024	101-19-4380-0000	
79456885-072424	5735 Country Club Rd-SCEC	57.03	08/12/2024	201-00-4380-0000	
86501806-072424	20630 Manor Rd	21.10	08/12/2024	101-52-4380-0000	
	Check Total:	580.30			
Vendor: 137	CENTURY LINK			Check Sequence: 6	ACH Enabled: True
07-25-2024	Acct#334037388-C.H.-952-470-6340	121.02	08/12/2024	101-19-4321-0000	952-474-6340-989-C.H.
07-25-2024	Acct#333778780-PWs-952-470-2294	67.16	08/12/2024	101-32-4321-0000	952-470-2294-642-PWs
07-25-2024	Acct#333532729-SCEC-952-470-7819	122.91	08/12/2024	201-00-4321-0000	952-470-7819-261-SCEC
	Check Total:	311.09			
Vendor: 915	CINTAS			Check Sequence: 7	ACH Enabled: False
5219847055	PWs-First Aid Supplies	64.27	08/12/2024	101-32-4400-0000	
5220988611	City Hall-First Aid Supplies	70.32	08/12/2024	101-19-4400-0000	
	Check Total:	134.59			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 8	ACH Enabled: True
20240000327	Vac Truck Maintenance	115.00	08/12/2024	101-32-4221-0000	
	Check Total:	115.00			
Vendor: 1267	NIKI SCARPA COHEN			Check Sequence: 9	ACH Enabled: False
2024-Adopt-A-G	2024-Adopt-A-Garden Exp Reimbursement	96.54	08/12/2024	101-53-4245-0000	
	Check Total:	96.54			
Vendor: 162	DELANO RENTAL, INC.			Check Sequence: 10	ACH Enabled: False
C320-48839	Stump Grinder Rental	686.88	08/12/2024	101-52-4410-0000	
	Check Total:	686.88			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 11	ACH Enabled: True
1008157	Candidate Filing	49.00	08/12/2024	101-14-4351-0000	
1008360	Candidate Filing	33.00	08/12/2024	101-14-4351-0000	
1009063	2023 TIF Statement	79.62	08/12/2024	470-00-4351-0019	
1009304	2023 TIF Statement	53.63	08/12/2024	470-00-4351-0019	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	215.25			
Vendor: 186	FERGUSON WATERWORKS, LLC. No.2518			Check Sequence: 12	ACH Enabled: False
0525900-1	Water Meters Purchased	116.05	08/12/2024	601-00-4265-0000	
0533280	Water Meters Purchased	2,173.28	08/12/2024	601-00-4265-0000	
	Check Total:	2,289.33			
Vendor: UB*00616	Parker & Veronica Gillespie			Check Sequence: 13	ACH Enabled: False
	Refund Check 006040-000, 5905 Sweetwater Ci	179.51	08/12/2024	601-00-2010-0000	
	Refund Check 006040-000, 5905 Sweetwater Ci	88.53	08/12/2024	621-00-2010-0000	
	Refund Check 006040-000, 5905 Sweetwater Ci	179.79	08/12/2024	611-00-2010-0000	
	Refund Check 006040-000, 5905 Sweetwater Ci	81.16	08/12/2024	631-00-2010-0000	
	Check Total:	528.99			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 14	ACH Enabled: True
4070744	Monthly Rental	138.15	08/12/2024	601-00-4400-0000	
4070744	Monthly Rental	138.15	08/12/2024	611-00-4400-0000	
4070744	Monthly Rental	138.15	08/12/2024	631-00-4400-0000	
	Check Total:	414.45			
Vendor: 211	HAWKINS, INC.			Check Sequence: 15	ACH Enabled: True
6819773	Chemical Tank Rental	1,042.86	08/12/2024	601-00-4400-0000	
	Check Total:	1,042.86			
Vendor: 1367	ERICA HEINRICHS			Check Sequence: 16	ACH Enabled: False
Summer2024-1	Tai Chi Class-06/19/24 to 07/24/24	168.00	08/12/2024	201-00-3480-0000	
	Check Total:	168.00			
Vendor: 436	MARK HODGES			Check Sequence: 17	ACH Enabled: True
2024-005	Work Session - Council Recording	75.00	08/12/2024	101-11-4400-0000	
	Check Total:	75.00			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 18	ACH Enabled: True
20333466	SCEC - Mats	78.33	08/12/2024	201-00-4223-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
20336915	City Hall - Mats	213.99	08/12/2024	101-19-4400-0000	
	Check Total:	292.32			
Vendor: 1401	JENCO PROPERTY MAINTENANCE			Check Sequence: 19	ACH Enabled: False
6014	Landscaping Maint. MTCE-Badger-City Hall	665.00	08/12/2024	101-52-4400-0000	
6014	Landscaping Maint. MTCE-Badger-City Hall	665.00	08/12/2024	101-19-4400-0000	
	Check Total:	1,330.00			
Vendor: 1425	WILLIAM KEEGAN			Check Sequence: 20	ACH Enabled: False
25830BBR-2024	Irrigation Repair - 25830 Birch Bluff Road	564.00	08/12/2024	414-00-4680-0000	
	Check Total:	564.00			
Vendor: 1075	LAKE RESTORATION, INC.			Check Sequence: 21	ACH Enabled: False
INV057487	Park Maint Treatment	512.00	08/12/2024	101-52-4400-0000	
	Check Total:	512.00			
Vendor: 795	LANO EQUIPMENT OF NORWOOD, INC.			Check Sequence: 22	ACH Enabled: False
32586A	Tractor Maint.	703.67	08/12/2024	101-32-4221-0000	
	Check Total:	703.67			
Vendor: 1291	LANO EQUIPMENT, INC			Check Sequence: 23	ACH Enabled: False
03-1090458	Toolcat Maint.	173.40	08/12/2024	101-32-4221-0000	
03-1091069	Toolcat Parts for Repair	3,149.01	08/12/2024	101-32-4221-0000	
	Check Total:	3,322.41			
Vendor: 1378	MAYA MAINTENANCE LLC			Check Sequence: 24	ACH Enabled: True
1200	Janitorial Services-PWs Building	303.00	08/12/2024	101-32-4400-0000	
1209	Janitorial Services-SCEC	122.50	08/12/2024	201-00-4248-0000	
1209	Janitorial Services-SCEC	460.00	08/12/2024	201-00-4400-0000	
	Check Total:	885.50			
Vendor: 279	METROPOLITAN COUNCIL (WASTEWATER)			Check Sequence: 25	ACH Enabled: True
1175787	Monthly Waste Water Svc	89,731.03	08/12/2024	611-00-4385-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	89,731.03			
Vendor: 1039	MID-COUNTY COOP			Check Sequence: 26	ACH Enabled: True
480	Fuel	517.71	08/12/2024	101-32-4212-0000	
481	Fuel	672.86	08/12/2024	101-32-4212-0000	
	Check Total:	1,190.57			
Vendor: 602	MINNESOTA RECREATION & PARK ASSOCIATION			Check Sequence: 27	ACH Enabled: False
11047	MRPA Conference Registration-Mitchell Czech	430.00	08/12/2024	101-53-4331-0000	
	Check Total:	430.00			
Vendor: 463	MTI DISTRIBUTING INC.			Check Sequence: 28	ACH Enabled: False
1442312-00	Parts	115.59	08/12/2024	101-32-4221-0000	
	Check Total:	115.59			
Vendor: 313	MICHELLE THU-THAO NGUYEN			Check Sequence: 29	ACH Enabled: True
July-2024	Mileage Reimbursement	48.24	08/12/2024	101-15-4331-0000	
	Check Total:	48.24			
Vendor: 1161	NORTHWEST ASPHALT, INC			Check Sequence: 30	ACH Enabled: False
PV#3-2024-M&O	PV#3-2024 Mill & Overlay & Smithtown Rd Dr	138,690.27	08/12/2024	419-00-4680-0000	
	Check Total:	138,690.27			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 31	ACH Enabled: True
1758361	Cathcart Park-26655 W- 62nd St	82.43	08/12/2024	101-52-4400-0000	
1758362	Freeman Park-6000 Eureka Rd	494.55	08/12/2024	101-52-4400-0000	
1758363	Silverwood Pk-5755 Covington R	82.43	08/12/2024	101-52-4400-0000	
1758364	South Shore-5355 St Albans Bay	82.43	08/12/2024	101-52-4400-0000	
1758365	Christmas Lk Rd-5625 Merry Ln	369.74	08/12/2024	101-52-4400-0000	
	Check Total:	1,111.58			
Vendor: 1179	MARY ROTUNNO			Check Sequence: 32	ACH Enabled: False
2024-Adopt-A-G	2024-Adopt-A-Garden Exp Reimbursement	100.00	08/12/2024	101-53-4245-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	100.00			
Vendor: 305	SAFEBUILT LLC-LOCKBOX #88135			Check Sequence: 33	ACH Enabled: False
537238	Inspection Services	1,164.41	08/12/2024	101-24-4400-0000	
	Check Total:	1,164.41			
Vendor: UB*00617	Christopher & Kerry Schwartzbauer			Check Sequence: 34	ACH Enabled: False
	Refund Check 008393-000, 4905 Sussex Pl	3.68	08/12/2024	611-00-2010-0000	
	Refund Check 008393-000, 4905 Sussex Pl	1.58	08/12/2024	621-00-2010-0000	
	Refund Check 008393-000, 4905 Sussex Pl	3.16	08/12/2024	601-00-2010-0000	
	Refund Check 008393-000, 4905 Sussex Pl	1.58	08/12/2024	631-00-2010-0000	
	Check Total:	10.00			
Vendor: 1424	SHADYWOOD TREE EXPERTS & LANDSCAPING			Check Sequence: 35	ACH Enabled: False
Maple-24200SR	Tree Removal -Mayflower	1,250.00	08/12/2024	101-32-4400-0000	
	Check Total:	1,250.00			
Vendor: 1379	SHOREWOOD PONDS ASSOCIATION			Check Sequence: 36	ACH Enabled: False
Irrigation-2024	Irrigation Repair Reimbursement-Shorewood Po	643.88	08/12/2024	402-00-4400-0000	
	Check Total:	643.88			
Vendor: 355	SHRED-N-GO _446138			Check Sequence: 37	ACH Enabled: True
170310	Shredded Svc	78.93	08/12/2024	101-19-4400-0000	
	Check Total:	78.93			
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 38	ACH Enabled: True
94102	Custodial Service-CH Building	487.00	08/12/2024	101-19-4223-0000	
	Check Total:	487.00			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 39	ACH Enabled: True
INV-018029	Springbrook-CivicPay Fees	284.25	08/12/2024	631-00-4450-0000	
INV-018029	Springbrook-CivicPay Fees	284.25	08/12/2024	611-00-4450-0000	
INV-018029	Springbrook-CivicPay Fees	284.25	08/12/2024	601-00-4450-0000	
INV-018029	Springbrook-CivicPay Fees	284.25	08/12/2024	621-00-4450-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,137.00			
Vendor: 1194	THE McDOWELL AGENCY, INC.			Check Sequence: 40	ACH Enabled: False
155983	Background Check: Nicole Bell Rubinger & Jear	255.20	08/12/2024	101-13-4400-0000	
	Check Total:	255.20			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 41	ACH Enabled: True
M29387	Planning Meeting	328.63	08/12/2024	101-18-4400-0000	
M29388	Park Meeting	478.38	08/12/2024	101-53-4400-0000	
M29389	Council Meeting	327.38	08/12/2024	101-13-4400-0000	
	Check Total:	1,134.39			
Vendor: 1348	TOSHIBA AMERICA BUSINESS SOLUT			Check Sequence: 42	ACH Enabled: True
5030621179	PWs - Printer Lease-Acct#450-0104647-000	150.73	08/12/2024	101-32-4400-0000	
	Check Total:	150.73			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 43	ACH Enabled: True
20338	Water Testing - SE#1 to #6	600.00	08/12/2024	601-00-4400-0000	
	Check Total:	600.00			
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 44	ACH Enabled: True
1562857-Jul-2024	Account#1562857 - Uniforms Services	829.35	08/12/2024	101-32-4400-0000	
	Check Total:	829.35			
Vendor: 391	US BANK - CORPORATE TRUST SERVICES			Check Sequence: 45	ACH Enabled: True
7406990	Acct#0131232NS-Series 2021A	500.00	08/12/2024	321-00-4720-0000	Acc#0131232NS-2021A
7407210	Acct#0178271NS-Shorewood GO-Series 2023A	500.00	08/12/2024	323-00-4720-0000	
	Check Total:	1,000.00			
Vendor: 1368	STEPHANY VASSAR			Check Sequence: 46	ACH Enabled: True
07/22/2024-Exp	General Exp Reimbursement	28.88	08/12/2024	101-53-4245-0000	
	Check Total:	28.88			
Vendor: 415	WARNER CONNECT			Check Sequence: 47	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
29942482	Network Maint Services-Sept. Svcs	5,239.05	08/12/2024	101-19-4321-0000	
	Check Total:	5,239.05			
Vendor: 405	WESTSIDE WHOLESALE TIRE & SUPPLY			Check Sequence: 48	ACH Enabled: True
948780	Truck 91 Tire Maint.	670.38	08/12/2024	101-32-4221-0000	
	Check Total:	670.38			
Vendor: 1055	WL HALL CO INTERIOR SERVICE			Check Sequence: 49	ACH Enabled: False
14658	Building Maint.	1,110.00	08/12/2024	201-00-4223-0000	
14704	Building Maint.	800.00	08/12/2024	201-00-4223-0000	
	Check Total:	1,910.00			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 50	ACH Enabled: True
302851	Asphalt Patch Material	34.45	08/12/2024	101-32-4250-0000	
302911	Asphalt Patch Material	165.32	08/12/2024	101-32-4250-0000	
	Check Total:	199.77			
Vendor: 1423	DALE WOODBECK			Check Sequence: 51	ACH Enabled: False
26475Strawberry	Dog Fence Repair @ 26475 Strawberry Court	195.00	08/12/2024	409-00-4680-0000	
	Check Total:	195.00			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 52	ACH Enabled: True
886614651	P.W. Bldg Svc	259.61	08/12/2024	101-32-4380-0000	P.W. Bldg Svc
886614651	Amesbury	2,063.38	08/12/2024	601-00-4394-0000	Amesbury
886614651	Boulder Bridge	55.67	08/12/2024	601-00-4396-0000	Boulder Bridge
886614651	Lift Station Street Lights	657.39	08/12/2024	611-00-4380-0000	L.S. Street Lights
886614651	P.W. Street Lights Svc	4,000.06	08/12/2024	101-32-4399-0000	P.W. Street Lights Svc
886614651	Parks	389.40	08/12/2024	101-52-4380-0000	Parks
886614651	C.H. Svcs	594.12	08/12/2024	101-19-4380-0000	C.H. Svcs
886614651	S.E. Area Svc	1,863.39	08/12/2024	601-00-4398-0000	S.E. Area Svc
887216962	5735 Country Club Rd	637.71	08/12/2024	201-00-4380-0000	5735 Country Club Rd
887239852	24253 Smithtown Rd	683.27	08/12/2024	601-00-4395-0000	24253 Smithtown Rd
887239962	5755 Country Club Rd	106.27	08/12/2024	101-19-4380-0000	5755 Country Club Rd
887555268	5700 County Rd 19	54.69	08/12/2024	101-32-4399-0000	5700 County Rd 19

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
887555268	5700 County Rd 19 - Unit Light	198.62	08/12/2024	101-32-4399-0000	5700 County Rd 19 - Unit Light
887649933	4931 Shady Isalnd Road	18.07	08/12/2024	611-00-4380-0000	4931 Shady Isalnd Road
887663266	28125 Boulder Bridge Drive	2,991.77	08/12/2024	601-00-4396-0000	28125 Boulder Bridge Drive
	Check Total:	14,573.42			
	Total for Check Run:	304,881.63			
	Total of Number of Checks:	52			

City of Shorewood

City Council Meeting Item

Item 2D

Title/Subject:	**2024 Mill & Overlay Cost Share Agreements w/ Chanhassen; City Project 24-01**
Meeting Date:	Monday, August 12, 2024
Prepared by:	Andrew Budde, City Engineer
Reviewed by:	Matt Morreim, Director of Public Works
Attachments:	**Chanhassen Agreement, Resolution**

Background

At the April 22nd Council Meeting, the 2024 Mill & Overlay and Smithtown Road Drainage project was awarded to Northwest Asphalt. At the meeting it was mentioned that both the Metropolitan Council and the City of Chanhassen had verbally agreed to cost share some portions of the work and that the agreements would be presented at a future meeting.

Chanhassen has verbally committed to a 50/50 cost share for the roadway elements of Lilac Lane, which is estimated to be $32,102.14 ($58,367.53 plus 10% for engineering & administration=$64,204.28). Construction costs associated with watermain and sanitary sewer will be the split according to owner. Also, the short-term and long-term maintenance responsibility has been unclear and not well documented so both cities would like to take this opportunity to memorialize those items. Shorewood will continue to provide short term maintenance (ie: snow removal, street patching, crack sealing, street sweeping, and right of way permitting). Long term maintenance (ie: mill & over, reclamation, and reconstruction) will be split 50/50 between the two cities. Either city can initiate future improvements. In addition, Shorewood will continue to be responsible for its sanitary sewer main that is within the street and Chanhassen will continue to be responsible for its watermain that is within the street.

Formal agreements have been routed through staff & legal and are presented to the council for approval. Chanhassen is anticipant approving the agreement at the second council meeting in August.

Financial or Budget Considerations

Costs for this work have been budgeted to be paid for by the City of Chanhassen.

Action Requested

A motion approving the resolution to enter into a cost share & maintenance agreement with Chanhassen and authorizes the Mayor to execute the agreement.

A majority vote by Council is required.

MAINTENANCE & COST-SHARING AGREEMENT

THIS MAINTENANCE & COST-SHARING AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2024 by and between the City of Shorewood, a municipal corporation under the laws of Minnesota ("Shorewood"), and City of Chanhassen., a municipal corporation under the laws of Minnesota ("Chanhassen"). Shorewood and Chanhassen may hereinafter be referred to individually as a "Party" or, together, the "Parties."

RECITALS

A. Lilac Lane is a local public street that shares a municipal boundary with Shorewood and Chanhassen as depicted in the attached Exhibit A. Lilac Lane from Teton Lane to Mill Street/Powers Boulevard is a paved urban section with concrete curb & gutter and storm sewer and was built under Chanhassen project 91-04. Lilac Lane from Teton Lane to its western terminus is a paved rural pavement section and the date or Party responsible for its construction unknown.

B. Short term maintenance (ie: snow removal, street patching, crack sealing, street sweeping, and right of way permitting) has historically been completed by Shorewood. Long term maintenance (ie: mill & over, reclamation, and reconstruction) of the roadway is not clearly established.

C. Chanhassen owns, maintains, and operates an 8-inch cast iron pipe watermain under Lilac Lane that was installed in 1971 and provides water service to homes in Shorewood and Chanhassen. Chanhassen bills these homes directly for the water service.

D. Shorewood owns, maintains, and operates a 9-inch PVC sanitary sewer main under Lilac Lane that was installed in 1972 and provides sewer service to homes in Shorewood and Chanhassen. Shorewood currently bills all but two of these homes directly for sewer service.

E. The Parties wish to specify their respective responsibilities for short- and long-term maintenance and project costs as provided herein.

F. Minn. Stat. § 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

1. Maintenance-Street & Storm Sewer. Shorewood will continue to provide short term maintenance to Lilac Lane that will include snow removal, street patching, crack sealing, pavement sealing, street sweeping, storm sewer monitoring & cleaning, and right of way permitting. Long term maintenance costs shall include mill & overlay, reclamation, full reconstruction, and/or storm sewer repairs and will be split 50/50 for each party and shall include both construction costs and applicable soft costs for design, inspection, and construction administration.

2. Maintenance – Water & Sewer. Shorewood will continue to own, operate, and maintain the sanitary sewer. Chanhassen will continue to own, operate, and maintain the watermain. If emergency repairs are necessary for either utility, the owner of said utility will be responsible for all street repairs and patching necessary for each incident.

3. Utility Billing. Shorewood and Chanhassen will work together to reassign sanitary sewer utility billing for the two properties in Chanhassen currently being billed by Chanhassen. The addresses are 1215 Lilac Lane and 1275 Lilac Lane.

4. Coordination – Street, Water & Sewer. Either Party may coordinate or lead the efforts for future Long-Term Maintenance of the street & storm sewer and/or their respective utilities to minimize overall street maintenance costs. Coordination shall occur a minimum of two years in advance of proposed improvements to allow Parties to scope and budget the anticipated costs for their respective Capital Improvement Plans.

5. Cost-Sharing Obligation; Project Construction. Shorewood has initiated a mill & overlay for Lilac Lane to be completed in 2024 and will enter into a contract with the lowest responsible bidder for the Project. Shorewood will administer the contract, provide construction observation, and adequate inspection for the Project. Shorewood will act as the paying agent for all payments to the contractor for the Project. Upon acceptance of Project and invoicing by Shorewood, Chanhassen will reimburse within thirty-five (35) days its share of Project costs as identified in the attached Exhibit B, subject to any modifications approved under Paragraph 6 of this Agreement.

6. Project Completion; Final Cost Determination. The Project shall be substantially completed by Shorewood in accordance with Minnesota Law on or before October 1, 2024, subject to unavoidable delays that are otherwise beyond Shorewood's control.

7. Change Orders and Supplemental Agreements. Any change orders or supplemental agreements that affect the project cost payable by Chanhassen and changes to the plans for the Project must be approved by Chanhassen prior to execution of work.

8. Access to Chanhassen Property; Communications. Chanhassen hereby authorizes Shorewood, its agents, contractors, and employees to access Chanhassen's right of way and any area contained thereon as it deems reasonably necessary to construct the Project. At Chanhassen's request, Shorewood shall communicate Project plans and timelines with Chanhassen and keep Chanhassen informed as to the same.

9. Termination. This Agreement as it relates to the 2024 Mill & Overlay of Lilac Lane shall continue until all warranty periods have expired for the work within the Project and all payments have been made under the terms of this Agreement. The short-term and long-term Operation & Maintenance obligations as discussed above in this agreement shall remain in perpetuity, until amended and approved by Shorewood and Chanhassen.

10. Governing Law and Amendments. This Agreement shall be governed by the laws of the State of Minnesota and may only be modified or amended with the written consent of both Parties.

11. Binding Agreement. This Agreement constitutes the entire agreement between the Parties regarding this matter and is binding on the Parties until it expires or is terminated as provided herein.

12. Indemnification. To the fullest extent permitted by law, Shorewood agrees to defend, indemnify and hold harmless Chanhassen, its officer, officials, agents, volunteers and employees from any and all claims; lawsuits; causes of actions of any kind, nature or character; damages; losses; or the costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services and other technical, administrative or professional assistance resulting from Shorewood's (or its subcontractors, agents, volunteers, members, invitees, representatives or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct, or arising out of the failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver of limitation of any immunity or limitation on liability to which the Parties are entitled. Shorewood also agrees to be responsible for all expenses arising under the provisions of this Agreement for which Shorewood has assumed responsibility. All parties to this Agreement recognize that liability for any claims arising under this agreement are subject to the provisions of the Minnesota Municipal Tort Claims Law; Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties.

13. Insurance. Shorewood agrees that the Contract let by Shorewood for the performance of the Project included hereunder shall include clauses that will: (1) Require the contractor to indemnify and hold harmless Chanhassen, its officer, agents, volunteers and employees from any liability, claim, demand, judgment, expense, action or cause of action of any kind or character arising out of any act or omission of the contractor, its officers, employees, agents or subcontractors: 2) Require the contractor to be an independent contractor for the purposes of completing the work provided for in this Agreement; and 3) Require the contractor to provide and maintain insurance commensurate with Shorewood's standard requirements for similar projects. Contractor will be required to name Shorewood as an additional insured on its Commercial General Liability, Business Automobile Liability, and Umbrella or Excess policies, and will provide Shorewood with a current certificate of insurance evidencing such additional insured status.

14. Audits. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of Shorewood and Chanhassen relevant to the Agreement are subject to examination by Shorewood, Chanhassen, and either the Legislative Auditor or the State Auditor as appropriate. Shorewood and Chanhassen agree to maintain these records for a period of seven years from the date of performance of all services covered under this agreement.

15. Future Maintenance. Upon completion and acceptance of the Project, each party will be responsible for future maintenance as identified above.

16. Not Construed Against Drafter. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.

17. Incorporation. The recitals contained herein and the exhibits attached hereto are incorporated in and made part of this Agreement.

18. Representations. Each Party executing this Agreement represents to the other that those signing below on its behalf are authorized to enter into this Agreement and to bind its organization to its terms and conditions.

19. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties to this Agreement have caused these presents to be executed as of the day and year aforesaid.

CITY OF CHANHASSEN

By: _____
Elise Ryan, Mayor

By: _____
Laurie Hokkanen, City Manager

CITY OF SHOREWOOD

By: _____
Jennifer Labadie, Mayor

By: _____
Sandie Thone, City Clerk

EXHIBIT A

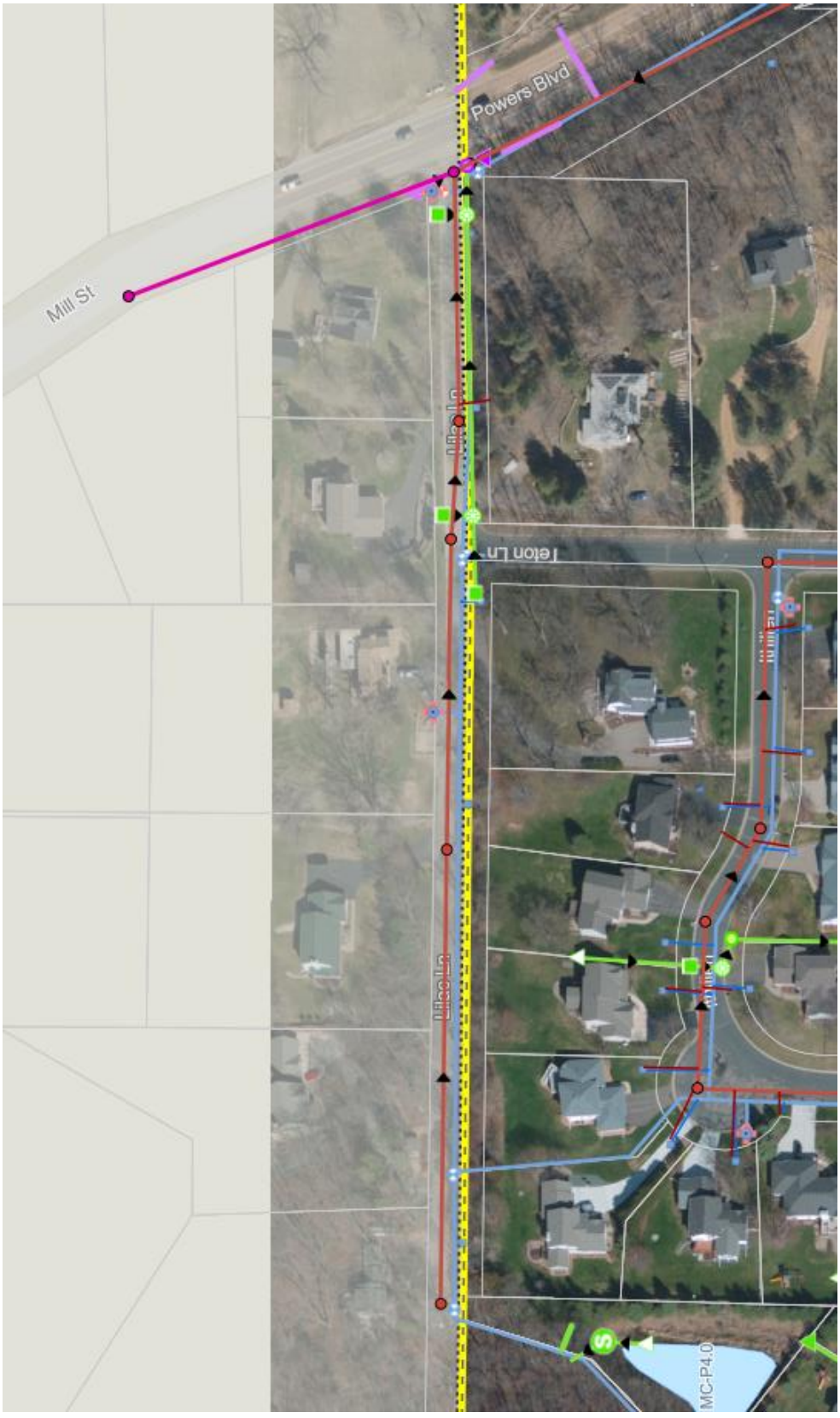


EXHIBIT B

BID SUMMARY - LILAC LANE

2024 MILL & OVERLAY AND SMITHTOWN ROAD DRAINAGE IMPROVEMENTS
CITY OF SHOREWOOD, MINNESOTA
BMI PROJECT NO. 0C1.113334

				1	
				Northwest Asphalt, Inc.	
ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	UNIT PRICE	AMOUNT
BID ALTERNATE 4: 2024 MILL & OVERLAY (LILAC LANE)					
129	MOBILIZATION	1	LUMP SUM	$4,838.00	$4,838.00
130	TRAFFIC CONTROL	1	LUMP SUM	$420.00	$420.00
131	STREET SWEEPER (WITH PICKUP BROOM)	1	LUMP SUM	$367.50	$367.50
132	REMOVE AND REPLACE BITUMINOUS PAVEMENT	366	SQ FT	$4.18	$1,529.88
133	REMOVE CASTING ASSEMBLY (STORM)	3	EACH	$250.00	$750.00
134	REMOVE CASTING ASSEMBLY (SANITARY)	4	EACH	$50.00	$200.00
135	REMOVE CONCRETE CURB AND GUTTER	170	LIN FT	$8.72	$1,482.40
136	REMOVE SIGN	5	EACH	$36.75	$183.75
137	MILL BITUMINOUS SURFACE (1.5")	2250	SQ YD	$1.79	$4,027.50
138	CASTING ASSEMBLY - STORM	3	EACH	$909.52	$2,728.56
139	CASTING ASSEMBLY - SANITARY	4	EACH	$1,162.85	$4,651.40
140	TYPE SP 9.5 WEAR COURSE MIX (2,B)	205	TON	$88.70	$18,183.50
141	TYPE SP 9.5 LEVELING COURSE MIX (2,B)	55	TON	$88.70	$4,878.50
142	CONCRETE CURB & GUTTER (ALL TYPES)	170	LIN FT	$37.80	$6,426.00
143	ADJUST FRAME & RING CASTING - STORM	1	EACH	$471.42	$471.42
144	ADJUST GATE VALVE & BOX	2	EACH	$471.42	$942.84
145	EXTERNAL CHIMNEY SEAL - SANITARY	4	EACH	$183.16	$732.64
146	EXTERNAL CHIMNEY SEAL - STORM	4	EACH	$211.78	$847.12
147	TOPSOIL BORROW (LV)	14	CU YD	$49.76	$696.64
148	HYDROSEED W/ SEED MIX 25-151	326	SQ YD	$3.36	$1,095.36
149	HYDROSEED W/ SEED MIX 25-131	32	SQ YD	$3.36	$107.52
150	STORM DRAIN INLET PROTECTION	4	EACH	$100.00	$400.00
151	BIOROLL, TYPE STRAW	110	LIN FT	$3.36	$369.60
152	SIGN TYPE C	19	SQ FT	$54.60	$1,037.40
153	LANDSCAPING	1	ALLOWANCE	$1,000.00	$1,000.00
	BID SUMMARY - LILAC LANE - SUBTOTAL:				$58,367.53
	10% ENGINEERING, SURVEY & ADMIN FEES:				$5,836.75
	TOTAL BID SUMMARY - LILAC LANE - TOTAL:				**$64,204.28**

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24-059

A RESOLUTION APPROVING COST SHARE AND MAINTENANCE AGREEMENT WITH CHANHASSEN FOR LILAC LANE; CITY PROJECT 24-01

WHEREAS, the City of Shorewood awarded the 2024 Mill & Over Project to Northwest Asphalt in the amount of $889,594.36, and

WHEREAS, Lilac Lane is include in the project and shares a municipal boundary with Chanhassen and have agreed to split the roadway costs 50/50 and sewer and water costs will be split according to owner; and

WHEREAS, the City of Chanhassen cost share of Lilac Lane is estimated to be $32,102.14 (approx. 50% of $64,204.28) and includes costs for construction, design and administration; and

WHEREAS, the short term and long term maintenance responsibilities are not currently memorialized and both Shorewood and Chanhassen would like to formalize the maintenance as stated in the agreement; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve and enter into a cost share and maintenance agreement with the City of Chanhassen for the 2024 Mill & Overlay project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 12th day of August, 2024.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item 2E

Title/Subject:	**2024 Mill & Overlay Cost Share Agreements w/ Met Council City Project 24-01**
Meeting Date:	Monday, August 12, 2024
Prepared by:	Andrew Budde, City Engineer
Reviewed by:	Matt Morreim, Director of Public Works
Attachments:	**Met Council Agreement, Resolution**

Background

At the April 22nd Council Meeting, the 2024 Mill & Overlay and Smithtown Road Drainage project was awarded to Northwest Asphalt. At the meeting it was mentioned that both the Metropolitan Council and the City of Chanhassen had verbally agreed to cost share some portions of the work and that the agreements would be presented at a future meeting.

Met Council has committed to reimburse the city up to $32,000 for replacing the cone sections on two manholes in Eureka Road north. Costs as bid are around $9,000.

Formal agreements have been routed through staff & legal and are presented to the council for approval. Met Council has already signed and approved the agreement.

Financial or Budget Considerations

Costs for this work have been budgeted to be paid for by Metropolitan Council.

Action Requested

A motion approving the resolution to enter into a cost share agreement with Metropolitan Council and authorizes the Mayor to execute the agreement.

A majority vote by Council is required.

Met. Council No. 24I006

COOPERATIVE CONSTRUCTION AGREEMENT

This agreement is made and entered into by and between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Council"), and the City of Shorewood, a municipal corporation under the laws of the State of Minnesota ("City").

BACKGROUND RECITALS

1. The City plans to construct the 2025 Mill & Overlay Project at Eureka Rd, Shorewood, during the Summer 2025 construction season ("2025 City Project").

2. The City plans to construct the 2024 Mill & Overlay Project at various locations throughout Shorewood, during the Summer 2024 construction season ("2024 City Project").

3. The Council desires to upgrade its manholes in Eureka Rd, Shorewood ("Council Project").

4. Both City and Council desire that the Council Project be constructed in conjunction with the 2024 City Project to minimize community impacts and disruption and to meet city project requirements.

5. The Council is not staffed or equipped to construct the Council Project during the summer 2024 construction seasons

6. Therefore, the Council desires to have the City construct the Council Project contemporaneously with the City Project.

The parties agree as follows:

AGREEMENT

I.
Purpose of Agreement

1. This agreement describes the responsibilities of each of the Parties for design and construction of the Council Project.

2. The Council appoints the City as its agent to obtain bids, enter into a contract for the construction of the work, and supervise the work performed on the Council Project for compliance with the Council Project construction documents and this agreement.

3. The scope of the Council Project is:

Reconstruction of MH 7 11 and MH 7 12 in Eureka Rd in the city of Shorewood

4. The locations of the Council Project and the City Project are shown on Exhibit A to this agreement.

II.
Construction Documents

1. Council or its agents, at no cost to the City, will prepare the necessary detailed construction documents for the Council Project ("Council Project Construction Documents"). The Council Project Construction Documents will contain plans and specifications and a schedule for construction of the Council Project suitable for use by proposed contractors in the preparation of their bids. The Council will develop the Council Project Construction Documents using the most current industry standards and practices for **Sanitary Sewer Manholes**. The Council or its agents have prepared a construction cost estimate for the Council Project, attached as Exhibit B.

2. The Council will have a Registered Professional Engineer licensed in the State of Minnesota prepare and certify the Council Project Construction Documents that will be incorporated into the bidding documents for the City Project. When requested by the City, the Council will make all Council Project Construction Documents available to the City in a timely manner for periodic review. The City's Engineer or its representative will approve all Council Project Construction Documents before the Council Project Construction Documents are incorporated into the plans for the City Project.

3. The Council will deliver to the City original, reproducible, certified final Council Project Construction Documents on a schedule that will allow the City to timely let and award a construction contract for the City Project.

4. The Council retains ownership of all original Council Project Construction Documents. When the City completes its reproduction of the Council Project Construction Documents, the City will return the original documents to the Council.

5. The City's Engineer will incorporate the Council Project Construction Documents into the City Project Construction Documents ("Combined Project Construction Documents") for the City and Council Projects ("Combined Project").

III.
Easements and Permits

1. The Council gives the City the right to enter onto Council property, and any easements and rights-of-way the Council obtained for construction of the Council Project for the purpose of the City fulfilling this agreement.

2. The City will acquire all permanent and temporary permits, easements and property interests necessary in the City's name for the Combined Project. The City is not acquiring any property on the Council's behalf. The City will permit the Council to have its **[Manhole and Interceptor]** within the easements that the City acquires for the Combined Project and the Council will reimburse the City for the permit as described in Section VII below.

3. As of the date of this agreement, no additional property acquisition is required for construction and installation of the Council Project. The Council is responsible for any land acquisitions outside of the City Project boundaries.

4. Before the scheduled date for the start of construction, the Council will obtain all necessary permits and pay all fees for the Council Project.

5. The City is responsible for obtaining all other permits associated with construction of the Combined Project.

IV.
Procedure for Acceptance of Bids

1. **Bidding Procedure**. Prior to advertising for bids, the City will allow the Council to review the bidding documents. The City will advertise for bids for the work and construction of the Combined Project, receive and open bids and may, subject to Council's acceptance of the bid submitted, enter into a construction contract with the successful bidder in accordance with applicable law. The bidding documents will require separate line items for specific Council Project bid items. Lump Sum payment items applicable to Met Council work will be prorated and include Mobilization, Traffic Control, Street Sweeper (With Pickup Broom),

After opening the bids, the City will give the Council a written tabulation of the bids with the City's recommendation for selection of the lowest responsible bidder.

2. **Council May Accept or Reject of Council Project Bid Amount.**

   a. **Council Project Bid Amount is less than 120% of estimate.** If the line items for the Council Project in the bid total less than 120% of the construction cost estimate in the final Council Project Construction Documents in Exhibit B (excluding contract administration costs), the Council accepts the bid for the Council Project and the City will award the Council Project portion of the bid.

   b. **Council Project Bid Amount is 120% or More of Estimate.** If the line items for the Council Project in the bid are 120 percent or more of the construction cost estimate in the final Council Project Construction Documents in Exhibit B (excluding contract administration costs), the City

will award the Council Project portion of the bid, unless the Council gives the City written notice stating that the Council does not agree to be bound by the bid prices for the Council Project. The City will receive the Council's written notification within 14 days of the date the City provided the Council with the bid tabulation. If the Council does not notify the City within 14 days, the bids for the Council Project will be deemed accepted by the Council.

c. **Compensation to the City if the Council Does Not Proceed with its Project.** If the Council does not accept the bid amount for the Council Project as described in section IV.2.b above, or otherwise decides before the City's award of the Combined Project not to proceed with the Council Project, the Council will reimburse the City for Council Project-related costs incurred by the City as of the date of termination. A decision by the Council not to construct the Council Project has no bearing on the City's ability to proceed with the City Project.

3. **City decision not to award City Project.** If the City decides not to award the City Project, the City will reimburse the Council for Council Project-related costs incurred by the Council as of the date of termination. A decision by the City not to construct the City project has no bearing on the Council's ability to independently advertise and accept bids for and construct the Council Project.

V.

Construction and Contract Administration

1. The City will include in the construction contract for the Combined Project, the Council Project Construction Documents, and require that the contractor construct the Council Project according to these Documents. At least 14 days before the contractor begins work on the Council Project, the City will give written notice to the Council that the contractor will begin construction by sending notice to:

Council Contact
Tim Wedin
Assistant Manager
timothy.wedin@metc.state.mn.us

2. The City will perform and direct all construction supervision, contract administration and inspections required to complete the Combined Project. [The City will not interrupt the operation of Interceptor 7112 during the construction of the Council Project without the written consent of the Council.]

3. The Council's authorized representative Paul Weiler, Associate Engineer, or its

designee identified to the City in writing) may observe the work during the construction of the Council Project, but the Council's authorized representative is not responsible for supervising the Council Project. When observing the work, the Council's authorized representative will cooperate with the City's Engineer or designated representative. The Council's authorized representative will be available to the City at all times during construction of the Council Project. The Council will designate an authorized representative with the authority and experience to make decisions concerning the construction of the Council Project so as not to delay construction of the City Project or the Combined Project.

4. If after installation, the Council determines that any portion of the Council Project was not constructed substantially in accordance with the Council Project Construction Documents, the Council's authorized representative will inform the City of the deficiency within seven days. The Council's notice to the City will also explain why the portion of the Council Project does not conform to the Council Project Construction Documents and the actions the Council believes the contractor will take to correct the deficiency. The City will require the contractor to make the corrections to meet the requirements of the Council Project Construction Documents.

5. The Council's authorized representative will participate in the inspection of the Council Project for substantial completion. Within seven days of any substantial completion inspection, the Council will provide the City the punch list items that need to be addressed before final completion of the Council Project. If the Council does not provide punch list items within seven days, the contractor's work will be deemed accepted.

6. The City will inform the Council in writing of final completion of construction (including the punch list items) of the Council Project. Within seven days of receiving the City's written notice, the Council will inform the City in writing whether the Council Project conforms to the Council Project Construction Documents. The Council makes the final decision on whether the contractor's Council Project work conforms to the Council Construction Documents. The Council will accept the work on the Council Project in writing.

7. The Council will participate in the claims process on the Combined Project for the following types of contractor claims:

a. project delays relating in any way to site conditions; and
b. Council requests for changes or modifications to any construction documents (Council Project, City Project, or Combined Project).
c. project delays caused by untimely response to the inspection requirements in Article V.

The Council will pay the portion of any claim that relates to the acts of the Council regarding the Council Project.

VI.
Modifications to Construction Documents

1. The City may make minor changes in the Council Project Construction Documents and the Combined Project Construction Documents if the changes are necessary to complete construction. The City may also enter into any change orders or supplemental agreements with the contractor on the Combined Project to incorporate these changes in the Council Project or Combined Project Construction Documents. These changes may result in a change to the Council's cost participation described in Section VII.

2. The City will give the Council's Authorized Representative all proposed amendments and material changes to the Council Project Construction Documents. The Council will review the documents and communicate in writing its acceptance or rejection to the City within seven days. The City will not amend or change the Council Project Construction Documents until it receives the Council's written acceptance.

3. The Council may make changes to the Council Project if all of the following occur:

a. The Council gives the City seven days written notice;
b. The Council bears the costs of all changes; and
c. The change does not increase the cost or delay completion of the City Project.

VII.
Cost Participation and Payment

1. The Council will reimburse the City for the costs shown in Exhibit B as specified in this Section VII. The Council will reimburse the City for the actual cost of construction for the Council Project, actual costs of construction for portions of the Combined Project as identified in Exhibit B, actual land acquisition costs as shown below, plus ten percent. The additional ten percent is for the following:

a. surveying, inspection, and testing for the Council Project;

b. other costs associated with the Council or Combined Project including contract administration and land acquisition if applicable, and other administrative expenses associated with the Council or Combined Project.

2. The City, at its sole expense will acquire in its name all permanent and temporary permits, easements, and property interests necessary for the Combined Project.

3. The parties further agree that the Council Project costs are an estimate. The final

Council Project construction costs will be based on the unit prices in the City's construction contract, the final quantities, and any amendments or change orders.

4. After the City awards the Combined Project Construction Contract, the City will prepare a revised Exhibit B and give it to the Council. The revised Exhibit B will update the Council Project costs for construction, land acquisition, and administration based on the actual design costs and contract unit prices. The parties will substitute the revised Exhibit B for the Exhibit B attached to this agreement without any amendment to this agreement.

5. The City will pay its contractor for the contractor's work on the Council Project. The Council will then pay the City under this section. The Council will pay the City within 30 days after it receives the invoice for half of the Council Project cost identified in Exhibit B project and for half of the Council Project identified in Exhibit B upon completion. If the Council disputes any portion of an invoice it will give the City notice of the dispute within 14 days after the Council receives the invoice. If the Council disputes any portion of an invoice, the Council will pay the undisputed portion of the invoice within 30 days after receipt of the invoice, and it will pay the remainder of any amount due within 30 days after the dispute is resolved.

6. When the work on the Combined Project is substantially complete, the City will give the Council an updated cost participation breakdown. This cost participation breakdown will show actual construction costs based on the contract unit prices and the units of work the contractor performed. The updated cost participation breakdown will also contain the updated administrative and other costs to be paid to the City by Council.

7. If after subtracting the Council's payments from the updated cost participation breakdown the Council owes the City money, the City will invoice the Council for that amount. The Council will then pay the City the amount owed within 30 days of receiving the invoice. If the Council has already paid more than the updated cost participation breakdown, the City will refund the Council's excess amount without interest.

VIII.
Warranties and Maintenance

1. The Council Project bonds and warranties will be issued in the name of the City. Once construction of the Council Project is complete and the Council accepts the Council Project, the Council Project will be under the full control of the Council and all bonds, warranties and guarantees provided by the sureties, construction contractors and subcontractors for the Council Project are the property of Council. If a surety prohibits assignment then the City will require the contractor to ensure that the affected bond or warranty is applied both to the City and the Council.

2. After acceptance of the Council Project by the Council the Council is responsible for operation and maintenance of the Council Project.

IX.
Liability

1. To the extent authorized by law each party is responsible only for its own acts and the results of its acts. The Council's and City's liability is governed by the provisions of Minnesota Statutes, Chapter 466.

2. The Council and City each warrant that they have an insurance or self-insurance program with minimum coverage consistent with the liability limits in Minnesota Statutes, Chapter 466. Nothing in this agreement is a waiver or limitation of any immunity or limitation of liability by the Council or City.

3. The City will ensure that the Combined Project construction contract includes clauses that:

a. require the Combined Project contractor to defend, indemnify, and hold harmless the Council, its officers, agents and employees from claims, suits, demands, damages, judgments, costs, interest, expenses (including reasonable attorney's fees, witness fees and disbursements) arising out of or by reason of the acts or omissions of the contractor, its officers, employees, agents or subcontractors;

b. require the Combined Project contractor to provide and maintain insurance in the amounts specified in the attached Exhibit C, which is incorporated into this agreement, and name the Council as additional insured; and

c. require the Combined Project contractor to be an independent contractor for the purposes of completing the work on the Council Project.

X.
General Provisions

1. All records kept by the Council and City with respect to the Council Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by the Council and City under this agreement are governed by Minnesota Statutes, Chapter 13("Act"), and the Minnesota Rules implementing the Act.

2. The City agrees to comply with all laws applicable to the City relating to nondiscrimination, affirmative action, public purchases, contracting, employment, workers' compensation, and surety deposits required for construction contracts. Minnesota Statutes, Section 181.59 and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of the Council is considered a part of this agreement.

3. The employees of the parties, and all other persons engaged by each party will not be considered employees of the other party. Each party is solely responsible for all claims arising from its employees including claims under the Worker's Compensation Act, the Minnesota Economic Security Law and all third party claim resulting from an act or omission of an employee.

4. If hazardous wastes, pollutants or contaminants as those terms are defined in law exist on the Combined Project site, the City is responsible for any response or remedial action, monitoring or reporting under the law. The City will apply for and have the Council named as a beneficiary in any no association letters, no action/no further action letters and other environmental regulatory assurances for the site. The City will give the Council copies of any Phase I and Phase II environmental investigations, approved Response Action Plans, and environmental assurance letters naming the Council as a beneficiary. This paragraph survives the termination of this agreement.

5. This agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this agreement. All exhibits and attachments to this agreement are incorporated into the agreement. If there is a conflict between the terms of this agreement and any of the exhibits the agreement governs.

6. The provisions of this agreement are severable. If a court finds any part of this agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this agreement. A waiver by a party of any part of this agreement is not a waiver of any other part of the agreement or of a future breach of the agreement.

7. Any modifications to this agreement will be in writing as a formal amendment.

8. This agreement is binding upon and for the benefit of the parties and their successors and assigns. This agreement is not intended to benefit any third-party.

9. Except as otherwise provided for in this agreement, the agreement may be terminated by the mutual agreement of the parties.

10. If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

11. Under Minnesota Statutes, Section 16C.05, subdivision 5, the Parties agree that the books, records, documents, and accounting procedures and practices relevant to this agreement are subject to examination by either Party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this agreement.

12. A party will send all notices or demands under this agreement either by:

a. certified mail;
b. e-mail, as long as the recipient acknowledges receipt by e-mail or otherwise in writing; or
c. delivered in person to the other party addressed to the following authorized representatives:

Paul Weiler
Metropolitan Council Environmental Services
390 Robert Street North
St. Paul, MN 55101-1805

Public Works Director
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

13. The parties will use a dispute resolution process for any unresolved dispute between the parties before exercising any legal remedies. The dispute resolution process is a three level dispute resolution ladder that escalates a dispute from the project management level through the executive management level. At each level of the dispute resolution process, the Parties' representatives will meet and explore resolution until either party determines that effective resolution is not possible at the current level, and notifies the other party that the process is elevated to the next level. The parties designate the following dispute resolution representatives:

	City Representative	**Metropolitan Council Representative**
Level 1	City Engineer	Project Manager
Level 2	Public Works Director	Assistant General Manager/Director
Level 3	City Administrator/City Council	General Manager, Environmental Services

The parties will complete the dispute resolution process in good faith before resorting to any other legal process or remedy.

14. The Council and the City are each authorized to enter into this agreement.

15. This agreement will be effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature).

Each party is signing this agreement on the date stated below that party's signature.

METROPOLITAN COUNCIL,
A public corporation and political subdivision
of the State of Minnesota

By: Adam Gordon Interceptor Engineering Manager
Name, Title

Date: Jul 23, 2024

CITY OF SHOREWOOD
A municipal corporation of the
State of Minnesota

By: _____
Name, Title

Date: _____

and _____
Name, Title

Date: _____

LIST OF EXHIBITS

Exhibit A - City Project and Metropolitan Council Project Locations

Exhibit B - Metropolitan Council Project Construction Costs Estimates

Exhibit C - Insurance

Exhibit A
City Project and Metropolitan Council Project Location

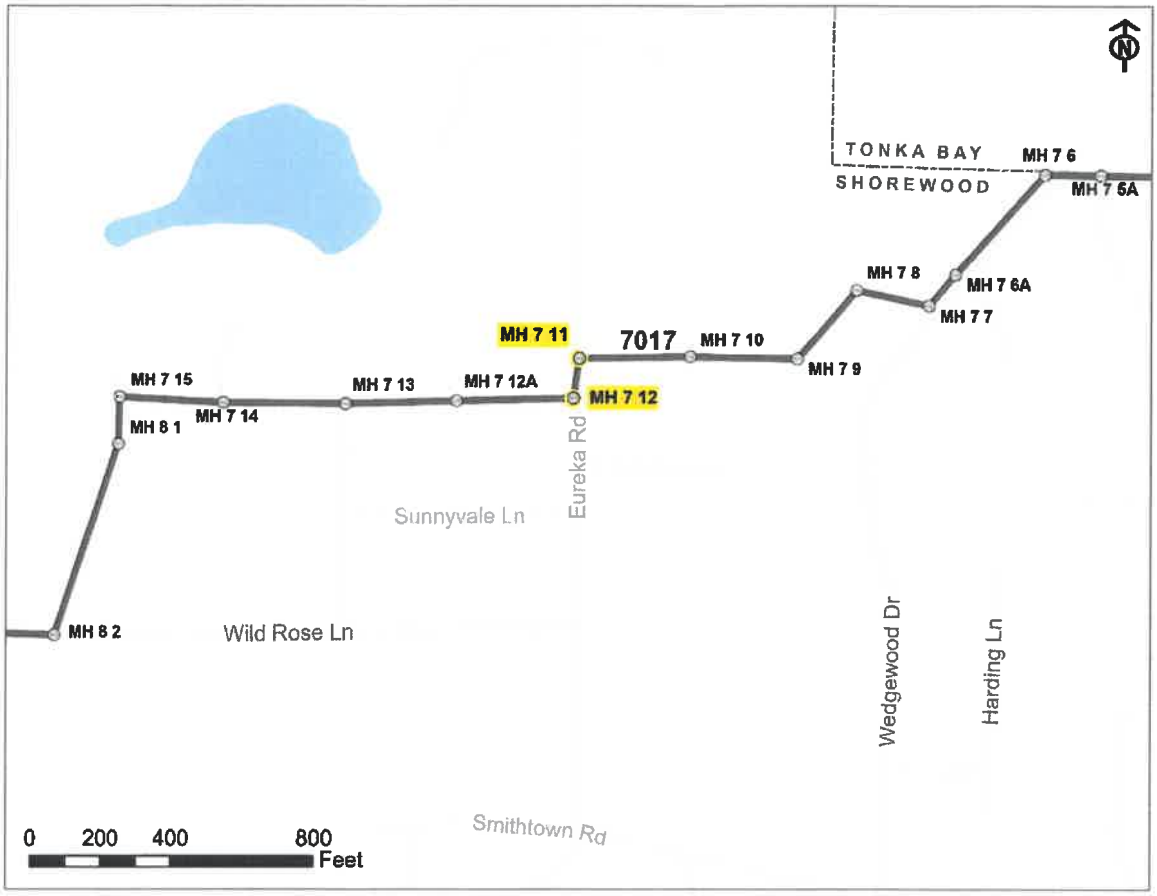


Exhibit B
Council Project Construction Costs Estimates

Council Project Construction Costs Estimates	
Item	Cost
Mobilization	$636.77
Traffic Control	$103.37
Street Sweeper	$24.26
Rconstruct Sanitary Manhole	$5,930.00
Manhole Riser Section	$900
15% Administration Cost	$1,139.16
Total	$32,600

Exhibit C – Insurance

INDEMNIFICATION

1.01 Indemnification. To the fullest extent allowed by law, the CONTRACTOR agrees that it will save and protect, hold harmless, indemnify, and defend the COUNCIL, CITY, and their members, agents, and employees against any and all claims, expenses (including, but not limited to, legal expense paid or incurred to enforce the provisions of this Section), losses, damages, or lawsuits for damage or injury to extent arising out of, resulting from, or attributable to, the CONTRACTOR's negligent Work, including negligent acts or omissions of its employees, subcontractors, representatives, or agents, or anyone else for whom CONTRACTOR may be liable.

II. INSURANCE AND BOND REQUIREMENTS

1.01 Insurance Requirements. Contractor shall purchase from and maintain during the Work, or longer if required elsewhere in this contract, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, insurance set forth below providing protection from claims which may in any way be related to Contractor's Work under the Contract and for which Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. General Liability and Umbrella Insurance
   1.1. Contractor shall maintain commercial general liability (CGL) on an occurrence form and, if necessary, commercial umbrella insurance with a limit of not less than $2,000,000 each occurrence and a general aggregate limit of not less than $4,000,000. The general aggregate limit shall apply separately to this project.

      1.1.1. CGL insurance shall be written on ISO occurrence form CG 00 01 04 13(or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, contractual liability, including the contractual liability assumed in Article II, Section 1.01.

      1.1.2. The COUNCIL, its Architect/Engineer, CITY and their respective officers, agents and employees shall be included as an additional insured under the CGL utilizing ISO CG 20 26 04 13 and ISO CG 20 37 04 13, or their equivalent. Such coverage shall be maintained in effect for the benefit of the CITY, the COUNCIL, their Architect/Engineer, officers, agents and employees, for a minimum period of three years following Final Acceptance by COUNCIL (or CITY) of the work related to this contract. This insurance shall be primary and non-contributory with respect to

any other insurance or self-insurance programs afforded to COUNCIL and CITY. There shall be no endorsement or modification of the CGL to make it excess over other available insurance.

2. Automobile and Umbrella Liability Insurance
   2.1. Contractor shall maintain Business automobile coverage, ISO CA 00 01, 1997 or later edition, and if necessary an Umbrella Liability policy on a following-form basis, for liability arising out of the operation, maintenance or use of any automobile, whether owned, non-owned, rented or leased, with a limit of not less than $1,000,000 each accident.

      2.1.1. Pollution liability coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached.
      2.1.2. The CITY, COUNCIL, and their respective officers, agents and employees shall be included as an additional insured by endorsement, ISO Form CA 20 48 02 99 or equivalent

3. Workers' Compensation and Employers Liability
   3.1. Workers' Compensation pursuant to Statute
   3.2. Employers Liability with limits not less than $500,000 each accident for bodily injury by accident, $1,000,000 each employee for bodily injury by disease, $500,000 policy limit for bodily injury by disease.

4. Property Insurance
   Contractor shall purchase and maintain property insurance written on a builder's risk "all-risk" (Special Form ISO CP 10 30) or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.
   4.1. It shall provide coverage for, but not be limited to, loss or damage to the Work, temporary buildings, falsework, Work materials and equipment stored off or on site and in transit.
   4.2. Include the interests of the COUNCIL, CITY, Contractor, Subcontractors, and Architects/Engineers, each of whom is deemed to have an insurable interest.
   4.3. Policy shall be maintained in effect until Final payment and acceptance by the COUNCIL.
   4.4. Include an endorsement permitting partial utilization of the Work if COUNCIL or CITY find it necessary to occupy or use a portion or portions of the Work completed prior to Final Payment and Acceptance of the Work.

5. Contractor Pollution Liability (CPL)
   5.1. Contractor shall maintain this coverage with limits not less than $1,000,000 each claim and $2,000,000 annual aggregate. Coverage shall include bodily injury, property damage, including loss of use of property, clean-up costs, defense (including costs and

expenses incurred in the investigation, defense, or settlement of claims), products and/or completed operations, and contractual liability. Coverage shall also be provided for transport of waste and non-owned disposal sites, if contractor is disposing of waste.

5.2. The COUNCIL and CITY shall also be listed as an insured on such policy.

5.3. If CPL policy is written on a claims-made basis, then retroactive date must precede the earlier of either i.) the effective date of this contract, or ii.) the date work begins and shall provide an extended reporting period.

1.02 Other Insurance Provisions. The insurance policies shall contain the following provisions:

1.1. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, except after thirty days' prior written notice (ten day notice for cancellation due to non-payment of premium), has been given to the COUNCIL and CITY at the following addresses:

Metropolitan Council
Attn: Risk Management
390 N. Robert St.
Saint Paul, MN 55101

City of Shorewood
5755 Country Club Road
Shorewood MN 55331
Attn: Public Works Director

1.2. In addition to notifying its insurer(s) in accordance with the policy, Contractor shall provide prompt written notice (to the address above) as soon as reasonably possible of any accident or loss relating to work performed on behalf of the COUNCIL and CITY.

1.3. Each policy shall be endorsed to state that the insurer agrees to waive all rights of subrogation against the CITY, the COUNCIL, and their respective members, agents and employees, for losses arising out of the performance of this contract.

1.4. Insurance is to be placed with insurers with Best's rating of no less than A:VII.

1.5. The Contractor shall furnish the COUNCIL and CITY with certificates of insurance and with copies of endorsements evidencing coverage required by this article. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the COUNCIL before work commences. The COUNCIL and CITY are not obligated to review certificates or other evidence of insurance, or to advise the CONTRACTOR of any deficiencies in such documents, and receipt thereof will not relieve the CONTRACTOR from, nor be deemed a waiver of the COUNCIL's and CITY's right to enforce, the terms of the CONTRACTOR's

obligations hereunder. The COUNCIL and CITY will have the right to examine any policy required by this Contract.

1.03 CONTRACTOR's Responsibility for Insurance. The COUNCIL and CITY do not represent in any way that the insurance specified in this contract, whether in scope of coverage or limits, is adequate or sufficient to protect the CONTRACTOR's business or interests. It is the sole responsibility of the CONTRACTOR to determine the need for and to procure additional coverage that may be needed in connection with this contract. Furthermore, the procuring of such required policy or policies of insurance shall not be construed to limit the CONTRACTOR's liability under this contract nor to fulfill the indemnification provisions and requirements of this contract.

1.04 Non-Waiver of Municipal Immunity and Limits. Nothing in this contract shall be construed to waive the municipal immunities or liability limits provided in the Minnesota Municipal Tort Claims Act or other applicable state or federal law.

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24-060

A RESOLUTION APPROVING COOPERATIVE CONSTRUCTION AGREEMENT NO. 24I006 WITH METROPOLITAN COUNCIL; CITY PROJECT 24-01

WHEREAS, the City of Shorewood awarded the 2024 Mill & Over Project to Northwest Asphalt in the amount of $889,594.36, and

WHEREAS, Metropolitan Council would like to replace two cone sections on Eureka Road north; and

WHEREAS, both entities prefer to complete these improvements in 2024 with the current mill & overlay project; and

WHEREAS, the Metropolitan Council cost share for the two cone section replacement is estimated to not exceed $32,600 and includes costs for construction, design and administration; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve and enter into a cost share agreement 24I006 with Metropolitan Council for the 2024 Mill & Overlay project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 12th day of August, 2024.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item
2F

Title/Subject: Resolution To Approve Designation of Authorized Signers
Meeting Date: August 12, 2024
Prepared by: Jeanne Schmuck, Finance Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Resolution to Approve Designation of Authorized Signers

Background
In accordance with Minnesota Statute, section 118A, and the City's Investment Policy, the Council is required to designate individuals as official signers. With the filing of the Finance Director/Treasurer the City desires to update the authorized signers.

Financial Considerations
The recommended action will have no financial impact.

Action Requested
Motion to approve the attached resolution Designation of Authorized Signers.
A majority vote of the Council is required.

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24-061

A RESOLUTION DESIGNATING AUTHORIZED SIGNERS FOR CITY OF SHOREWOOD

WHEREAS, Minnesota State Statute 118A, and the City's Investment Policy requires that the City designate authorized signers on behalf of the City government**.**

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

1. That the following individuals be designated as official signers for the City of Shorewood:
   Marc Nevinski, City Administrator
   Jeanne Schmuck, Finance Director.

2. That the following individuals be designated as having electronic funds transfer authority:
   Marc Nevinski, City Administrator
   Jeanne Schmuck, Finance Director
   Michelle Nguyen, Senior Accountant.

Adopted by the City Council of Shorewood, Minnesota this 12th day of August 2024.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item 2G

Title/Subject:	**Award Low Quote for West Water Tower Cleaning; City Project 24-05**
Meeting Date:	Monday, August 12, 2024
Prepared by:	Andrew Budde, City Engineer
Reviewed by:	Matt Morreim, Director of Public Works
Attachments:	**Quote Tabulation, Resolution, Contract**

Background: The city had previously quoted and awarded a contract for cleaning the east water tower. Staff has now also solicited quotes for cleaning of the west water tower. The west tower is taller, has a slightly larger storage volume, and our request is to have it completed by September 1, 2024, to have it completed prior to the start of school at the nearby Minnewashta Elementary School.

Staff solicited quotes for west water tower on Wednesday July 31, 2024. A total of three quotes were received and are summarized below:

Slack Painting LLC = $14,850.00
Midwest Mobile Washer = $15,775.00
Manthei Maintenance = $27,999.00

Slack Painting, LLC is a responsible contractor and has completed similar types of work, including the east water tower.

Financial or Budget Considerations: Costs for this work have been budgeted for in the Capital Improvement Plan and would utilize the Water Fund. The City has budgeted the following:

Fund:	**CIP Budget Item:**	**Code:**	**Amount:**
601-Water	East Tower Paint & Reconditioning	W-24-02	$380,000

Action Requested: Staff recommends accepting the quotes and awarding of the low quote for the West Water Tower Cleaning, City Project 24-05 to Slack Painting, LLC out of Brandon, MN. in the amount of $14,850.00.

A simple majority vote by Council is required.

City of Shorewood

Project Bid Tabulation

500,000 Gallon Elevated Storage Tank Exterior Inspection/Cleaning (West)
BMI PROJECT NO. 0C1.131931

Soliciting agent: Bolton & Menk, Inc.
Contact: Andrew Budde, P.E.
Bid Date: 7/31/2024 12:00 PM CDT

Firm	Total Bid
Slack Painting	$14,850.00
National Wash Authority, LLC dba Midwest Mobile Washers	$15,775.00
Manthei Management LLC	$27,999.00

Engineer's Opinion of Cost - Base Bid $16,000.00

I hereby certify that this is a true and correct tabulation of the bids as received on July 31, 2024 for the 500,000 Gallon Elevated Storage Tank Exterior Inspection/Cleaning, City Project 24-05.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

CONTRACTOR SERVICE CONTRACT

This Contract, made this 3rd day of June 2024, by and between the CITY OF SHOREWOOD, MINNESOTA, a Minnesota municipal corporation, 5755 Country Club Road, SHOREWOOD, MINNESOTA, 55331, and SLACK PAINTING LLC, 309 2nd Street W. Unit B, Brandon, MN 56315 ("CONTRACTOR"), (collectively the "PARTIES").

WHEREAS, CITY requires certain contracted services in conjunction with West Water Tower Cleaning (the "Project") at the City of Shorewood, Minnesota.

WHEREAS, CONTRACTOR agrees to furnish the various services required by CITY.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

SECTION I – CONTRACTOR'S SERVICES AND RESPONSIBILITIES

A. **Scope of Services.** CONTRACTOR agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.

B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONTRACTOR, CONTRACTOR shall be entitled to additional compensation consistent with Section III of this Contract. CONTRACTOR shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONTRACTOR, and upon receipt of the request, CONTRACTOR shall furnish such cost estimate, prior to CITY's authorization of the changed scope of services.

C. **Changed Conditions.** If CONTRACTOR determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONTRACTOR's effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONTRACTOR's compensation, CONTRACTOR shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONTRACTOR first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

D. **Standard of Care.** Services provided by CONTRACTOR or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONTRACTOR's profession.

E. **Guarantee.** CONTRACTOR further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional.

F. **Insurance.** CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required herein and such insurance has been approved by CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.

1. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, statutory worker's compensation coverage. Except as provided below, CONTRACTOR must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONTRACTOR from Workers' Compensation insurance or if the CONTRACTOR has no employees in the City, CONTRACTOR must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements. If during the course of the Contract the CONTRACTOR becomes eligible for Workers' Compensation, the CONTRACTOR must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.

2. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, general commercial liability ("CGL") and business automobile liability insurance coverage insuring CONTRACTOR against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONTRACTOR or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name CITY as an additional insured for the services provided under this Contract and shall provide that the CONTRACTOR's coverage shall be primary and noncontributory in the event of a loss.

3. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$2,000,000 property damage and bodily injury per occurrence $4,000,000 annual aggregate $2,000,000 annual aggregate Products – Completed Operations
Comprehensive Automobile Liability	$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles
Umbrella or Excess Liability	$1,000,000 Optional to meet the Contractor Policy Limits above

4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONTRACTOR and are attached hereto as Exhibit 2.

5. CONTRACTOR's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Ten (10) days prior written notice to CITY.

6. CONTRACTOR's policies shall be primary insurance to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONTRACTOR's performance under this Contract.

7. CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles. If CONTRACTOR is self-insured, a Certificate of Self-Insurance must be attached.

8. CONTRACTOR's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if

applicable.

9. All policies listed in Paragraph I.F.3. above shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable) and shall apply on a "per project" basis.

10. CONTRACTOR shall obtain insurance policies from insurance companies having an "AM BEST" rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota

11. Effect of Failure to Provide Insurance. If CONTRACTOR fails to provide the specified insurance, then CONTRACTOR will defend, indemnify and hold harmless CITY and CITY's officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONTRACTOR, its subcontractors, agents, employees or delegates. CONTRACTOR agrees that this indemnity shall be construed and applied in favor of indemnification. CONTRACTOR also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

    If a claim arises within the scope of the stated indemnity, CITY may require CONTRACTOR to:

    a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or

    b. Furnish a written acceptance of tender of defense and indemnity from CONTRACTOR's insurance company.

    CONTRACTOR will take the action required by CITY within fifteen (15) days of receiving notice from CITY.

12. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if the CONTRACTOR is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the CONTRACTOR.

SECTION II – CITY'S RESPONSIBILITIES

A. CITY shall promptly compensate CONTRACTOR as services are performed to the satisfaction of the Construction Plans and Construction Specifications, in accordance with Section III of this Contract.

B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONTRACTOR for its use, at CONTRACTOR's request.

C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONTRACTOR's performance of the services detailed in Exhibit 1, attached hereto.

D. Bolton & Menk, Inc. , CITY's Resident Project Representative, shall serve as the liaison person to act as CITY's representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY'S policies with respect to the Project and CONTRACTOR's services. Such person shall be the primary contact person between CITY and CONTRACTOR with respect to the services from CONTRACTOR under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONTRACTOR thereof.

SECTION III – CONSIDERATION

A. **Fees.** CITY will compensate CONTRACTOR as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONTRACTOR's performance of services under this Contract.

B. If CITY fails to make any payment due CONTRACTOR for services performed to the satisfaction of the Construction Plans and Construction Specifications and expenses within thirty days after the date of CONTRACTOR's invoice, CONTRACTOR may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONTRACTOR has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

A. **Term.** This Contract shall be in effect until such time as the Project is completed, March 29, 2024, or as otherwise provided in this Contract, whichever comes first.

B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONTRACTOR for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

C. **Default.** If CONTRACTOR fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as to endanger the performance of the Contract, this shall constitute default. Unless CONTRACTOR's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONTRACTOR's default, CONTRACTOR shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.

D. **Suspension of Work.** If any work performed by CONTRACTOR is abandoned or suspended in whole or in part by CITY, CONTRACTOR shall be paid for any services performed to the satisfaction of the Construction Plan and Construction Specifications prior to CONTRACTOR's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONTRACTOR under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONTRACTOR to the satisfaction of the Construction Plan and Construction Specifications as determined by CITY.

SECTION V – INDEMNIFICATION

A. CONTRACTOR shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the CONTRACTOR or the CONTRACTOR's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONTRACTOR agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for; a) supervising, directing, controlling, and having authority over any CONTRACTOR work, b) the means, methods, techniques, sequences, or procedures of construction selected or used, c) the safety precautions and programs incident thereto, d) for security and safety at the Project site, and e) for any failure to comply with laws and regulations applicable to the CONTRACTOR's furnishing and performing of its work. CONTRACTOR shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONTRACTOR's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONTRACTOR shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONTRACTOR's indemnity obligation herein.. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting

from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONTRACTOR agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

B. CITY shall indemnify protect, save, hold harmless and insure CONTRACTOR, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONTRACTOR against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONTRACTOR, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONTRACTOR. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONTRACTOR. CONTRACTOR's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONTRACTOR because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

C. **Notices**. The PARTIES' representatives for notification for all purposes are:

CITY: Shorewood, Minnesota
Name:
Position:
Address: 5755 Country Club Road
Shorewood, MN 55331
Phone: 952-960-7900
Email:

CONTRACTOR: Slack Painting LLC
Name:
Position:
Address: 309 2nd St W, Unit B, Brandon, MN 56315

Phone: 612-991-6493
Email: slackpainting@gmail.com

D. **Independent Contractor Status.** CONTRACTOR, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONTRACTOR to be an employee of CITY, and CONTRACTOR shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONTRACTOR acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONTRACTOR, and that it is CONTRACTOR's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONTRACTOR is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

E. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONTRACTOR specifying reasons in reasonable detail, and CONTRACTOR will, at no additional cost, conform the deliverable to stated requirements of this Contract.

F. **Subcontracting.** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONTRACTOR shall be responsible for the performance of all subcontractors

and/or sub-consultants. As required by Minn. Stat. § 471.425, CONTRACTOR must pay

all subcontractors, less any retainage, within 10 calendar days of CONTRACTOR's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

G. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.

H. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONTRACTOR.

I. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONTRACTOR agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Contract.

CONTRACTOR agrees to maintain these records for a period of six years from the date of termination of this Contract.

J. **Force Majeure**. The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.

K. **Compliance with Laws.** CONTRACTOR shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONTRACTOR is responsible.

L. **Covenant Against Contingent Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting

from award or making of this Contract.

M. **Covenant Against Vendor Interest.** CONTRACTOR warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONTRACTOR's association with CITY.

N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.

O. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

P. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONTRACTOR. Notwithstanding any of the foregoing to the contrary; (a) CONTRACTOR may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONTRACTOR arising from such reuse and agrees to defend and indemnify CONTRACTOR from any claims arising from such reuse.

Q. **Governing Law**. This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.

R. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONTRACTOR agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONTRACTOR understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONTRACTOR must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONTRACTOR to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.

S. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any

express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

T. **Special Conditions.** N/A .

U. **Data Disclosure**. Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.

V. **Patented Devices, Materials and Processes**. If this Contract requires, or CONTRACTOR desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONTRACTOR shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.

W. **Mechanic's Liens.** CONTRACTOR hereby covenants and agrees that CONTRACTOR will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONTRACTOR shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONTRACTOR may contest any such lien provided CONTRACTOR first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.

X. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.

Y. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

Z. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.

AA. **Survivability**. All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONTRACTOR arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.

BB. **Execution**. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONTRACTOR: Slack Painting LLC

By:_____ Date:_____
(Signature)
Title:_____
Print Name:_____

By:_____ Date:_____
(Signature)
Title:_____
Print Name:_____

CITY OF SHOREWOOD:

By:_____ Date:_____
Jennifer Labadie, Its Mayor

By:_____ Date:_____
Sandie Thone, Its City Clerk

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONTRACTOR shall perform the following services:

1. Wash the west water tower.

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[*Certificates of Insurance attached hereto*]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONTRACTOR in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONTRACTOR's total charges to CITY, including expenses, exceed $9,850.00 ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the Director of Public Works/ Engineer before they are incurred by CITY.

CITY will make periodic payment to CONTRACTOR upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONTRACTOR to the satisfaction of the Construction Plans and Construction Specifications as determined by CITY.

CITY shall be entitled to withhold five percent (5%) of the maximum price until such time as CONTRACTOR has fully performed the scope of services detailed in Exhibit 1 to the satisfaction of the Construction Plans and Construction Specifications.

In no event shall the total of CITY's payments to CONTRACTOR under this Contract be required to exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONTRACTOR to the satisfaction of the Construction Plans and Construction Specifications.

Schedule of Fees

Tank Cleaning - $9,850.00

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24-062

A RESOLUTION TO ACCEPT QUOTES AND AWARD CONTRACT FOR WEST WATER TOWER CLEANING CITY PROJECT 24-05

WHEREAS, the city solicited quotes which were received on July 31, 2024, opened and tabulated according to law, with the following quotes received and complying with the request for quote:

Contractor	Total Bid
Slack Painting, LLC	$14,850.00
Midwest Mobile Washer	$15,775.00
Manthei Maintenance	$27,999.00

WHEREAS, Slack Painting, LLC. is the lowest responsible bidder; and

WHEREAS, Slack Painting, LLC. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorizes and directs the Mayor and Staff to enter into a contract with Slack Painting, LLC. based on the lowest quote amount for the West Water Tower Cleaning project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 12th day of August 2024.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

CITY OF SHOREWOOD **COUNCIL CHAMBERS**
PLANNING COMMISSION MEETING **5755 COUNTRY CLUB ROAD**
TUESDAY, JULY 16, 2024 **7:00 P.M.**

MINUTES

CALL TO ORDER

Chair Eggenberger called the meeting to order at 7:00 P.M.

ROLL CALL

Present: Chair Eggenberger; Commissioners Gorham, Huskins, Holker and Johnson; and Planning Director Darling

Absent: None

1. APPROVAL OF AGENDA

Holker moved, Huskins seconded, approving the agenda for July 16, 2024, as presented. Motion passed 5/0.

2. APPROVAL OF MINUTES

- **June 4, 2024**

Planning Director Darling reviewed the handful of typographical errors that had been brought to her attention. She noted that they were not substantive, so, with the Commission's approval she would go ahead and make the necessary changes.

Huskins moved, Holker seconded, approving the Planning Commission Meeting Minutes of June 4, 2024, as amended. Motion passed 5/0.

3. MATTERS FROM THE FLOOR – NONE

4. PUBLIC HEARINGS

Chair Eggenberger explained the Planning Commission is comprised of residents of the City of Shorewood who are serving as volunteers on the Commission. The Commissioners are appointed by the City Council. The Commission's role is to help the City Council in determining zoning and planning issues. One of the Commission's responsibilities is to hold public hearings and to help develop the factual record for an application and to make a non-binding recommendation to the City Council. The recommendation is advisory only.

A. PUBLIC HEARING – PUD CONCEPT PLAN TO DEVELOP SEVEN DETACHED TOWNHOUSES

Applicant: Admark, LLC
Location: 24560 Smithtown Road

Planning Director Darling gave an overview of the request for a PUD concept stage plan to allow 24560 Smithtown Road to be developed with seven detached houses. She noted that the original submittal was for eight units, but they have removed one unit. She explained that although the homes were detached, the property would be maintained like a townhome development with a

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homeowner's association She stated that the concept stage of development plans are intended to be an introduction to the development proposal and give the City the 'flavor' of the development. She noted that the full depth of information would be provided within the subsequent phases. She stated that the proposed homes would be between 1,200 to 1,800 sq. ft. and would be accessed by a shared private drive that would be designed as a fire lane including a turn around for emergency vehicles as well as other large vehicles. She explained that the applicant planned to market the homes to empty nesters, but they may also appeal to young families. She reviewed the Comprehensive Plan guidance for the property of medium density and noted that their proposal was consistent with the required density. She explained that the applicant has requested flexibility in the typical dimensional requirements of lot area, setbacks, impervious surface coverage, and reiterated that they were proposing a private drive instead of a public street and reviewed details related to the requests for flexibility. She gave a brief overview of other site details related to their proposal regarding design of the homes, utilities, stormwater, and tree preservation plans. She outlined the next steps within the development process and explained that staff recommended approval of the application for the PUD concept plan, subject the conditions listed in the staff report. She noted that the City had received 2 letters regarding this application, one from an individual and the other from a group residents and gave a summary of the general concerns that were raised.

Chair Eggenberger stated that he wanted to make it clear to the audience that the Planning Commission would be voting on the concept and would not be voting to change any zoning.

Commissioner Huskins stated that within the staff report there was a reference to Smithtown Lane and asked if, in all instances, that should actually be Smithtown Road.

Planning Director Darling stated that was correct and explained that Smithtown Lane was further west.

Commissioner Johnson referenced the road and the driveways and asked about the recommendation that the garages not have any storage.

Planning Director Darling stated that staff had recommended that at least one parking space inside the unit be preserved for parking. She noted that smaller vehicles can park in the garage and on the driveways and explained that what the applicant had provided met all the ordinance requirements. She stated that the plans do not show much in the way of guest parking spaces, but noted that the City also did not have any requirements for that. She noted that the City could require that they add a few guest parking spaces on the end of the turn around area, but that is the area that they are trying to use for snow storage in the winter.

Commissioner Johnson asked if parking was permitted on the side that is not where the garages/driveways are located.

Planning Director Darling explained that it is a 26 foot wide road, which is wider than many of the City streets, that do have parking, but because it was considered a fire lane, they would not typically allow parking. She stated that she could explore that possibility a bit further with the fire inspector.

Chair Eggenberger asked if the City would have any control over parking if it were a private drive.

Planning Director Darling stated that the City can have control over it because it will be a fire lane.

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Commissioner Johnson stated that the report indicated that there would not be egress windows, so there would also not be basements in some of the units, unless they were walk-outs.

Planning Director Darling stated that the look-outs or walk-outs would most likely be more to the north on the site.

Commissioner Johnson asked how much room there would be in the yard for the walk-out units.

Planning Director Darling noted that it was currently shown at 10 feet, but they may want to propose some decks off the back on the walk-out units so they may end up extending that boundary a bit closer to the infiltration basin. She stated that the applicant would provide more information on that in their subsequent phases.

Commissioner Holker asked if just the two back lots would be the walk-outs.

Planning Director Darling confirmed that was her understanding.

Chair Eggenberger stated that by moving those back two lots together if the City knew how much room would be saved or if that would have to wait for the final plans.

Planning Director Darling stated that there is about 10 feet between the units, so there would be about 10 feet to the private drive and 10 feet to the west property line.

Commissioner Huskins stated that because the orientation of the units are south to north and are close together, he asked what staff's sense was for the possible sunlight impacts, especially during the winter months.

Planning Director Darling stated that if the site were going up in elevation towards the north, there would be more sunlight for each of the homes, but this will still allow for some sunlight.

Commissioner Huskins asked about the unit sizes and if the intent was to vary the size offering between 1,200 and 1,800 sq. ft.

Planning Director Darling explained that there are optional upper levels and optional basements for most of the homes, so it would depend on how much of those extra spaces the customer wanted to purchase. She clarified that the footprints would not change because there would not be enough room for additions.

Commissioner Johnson stated that it looked like the access road would be on the boundary with the American Legion.

Planning Director Darling stated that it would not because the American Legion was not the directly abutting property. She noted that directly to the right is the car repair business and the 6 unit apartment building and explained that the driveway would be right along the commercial and the apartment building.

Commissioner Holker asked about the future updates to the City Code and whether something that may change would be the impervious surface requirements.

Planning Director Darling confirmed that was the type of thing they would be looking at and explained that they will be looking at the R-3B zoning district first and will be looking at lot areas and impervious surface coverage.

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Commissioner Holker asked about the setback to the west boundary.

Planning Director Darling stated that it was 10 feet and they are asking for that to be considered a side property line rather than a rear.

Commissioner Holker stated that the lot next door was also zoned the same and may be a bit more narrow than this lot. She asked if someone brought in a similar proposal for that lot if it would make sense that the units would end up being situated back yard to back yard.

Planning Director Darling answered that they could be situated back yard to back yard and noted that the property next door was guided the same way within the Comprehensive Plan, but had not been rezoned.

Commissioner Gorham stated that he had similar questions as those raised by Commissioner Holker and asked Planning Director Darling to review the Comprehensive Plan drafting and the logic of the medium density of 6-8 units/acre.

Planning Director Darling explained that the Comprehensive Plan was drafted after the Smithtown Road study to have medium density, which had a lower general density range attached to it. She noted that initially, the City attempted to make almost no changes to their density and take advantage of some of the neighboring cities higher density development, but the Met Council rejected that approach and told them that the City could not use any of the density that had been approved in other communities to satisfy these requirements. She stated that this meant that the City took a look at areas of the City that would potentially accommodate some additional development.

Commissioner Gorham stated that Planning Director Darling had talked about the weird timing and asked if this had come forward in a year or two if it would still be moving forward as PUD.

Planning Director Darling stated that she believed that they would almost have to do it as a PUD because they are proposing detached townhomes versus a single townhouse structure and also a private drive.

Commissioner Gorham stated that Planning Director Darling had talked about the 15 foot distance at the golf course down the street, but he felt that the conversation there was very different, because there were trade-offs and noted that he didn't feel this would be the same type of trade-off.

Planning Director Darling noted that she felt that the unit type they were proposing was interesting because it is a bit higher density, but still single-family designed development. She stated that it would still provide a suburban feel with the single family homes, but would be clustered together to provide the density directed by the Comprehensive Plan and the common maintenance of an HOA. She explained that in the medium density developments in the standard zoning districts, they will likely be primarily looking at townhomes.

Commissioner Johnson referenced the trees and asked about the location of the old maple trees and if there may be a way to save some of them.

Planning Director Darling stated that with the current layout they would not be able to save any of the maple trees. She stated that if they took out one more of the units and pulled the northerly

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units further to the south, there is a chance that 2 of the trees could be saved, but those were green ash trees. She noted that the maple trees were located towards the middle of the site.

Commissioner Johnson asked what staff knew about the eagle's nest.

Planning Director Darling stated that she did not believe the eagle's nest was on this property and was simply in the vicinity.

Commissioner Holker asked if there was any common space.

Planning Director Darling clarified that the City would know more about that when they come in with their Preliminary Plan.

Commissioner Johnson asked if there would be ponds or greenspace on the site.

Planning Director Darling explained that they were proposing infiltration basins, which are like rain gardens.

Commissioner Holker asked where Christopher Road was in relation to this site.

Planning Director Darling explained that Christopher Road was the first street to the west.

Commissioner Huskins asked if there were concerns, from a safety standpoint, since it is a bit of a curved line onto Smithtown Road. He referenced Strawberry Lane and the bike path where there was a requirement that the alignment be altered so it would be perpendicular where it crossed the road and asked if something like that may also be required in this instance.

Planning Director Darling stated that had not come up as a requirement, but she could have the City Engineer look at that if the Commission would like.

Commissioner Huskins stated that he would like the City Engineer to take a look at that issue before it goes to the City Council.

Commissioner Johnson asked if the developer would work with the City to install sidewalks and asked if that would be on the southerly boundary between the street and the City property.

Planning Director Darling stated that they were talking about placing a sidewalk in the City right-of-way between their development site and connecting to where there is already a sidewalk in front of the American Legion. She noted that the City cannot require them to do this, but was something that they could voluntarily propose.

Commissioner Gorham stated that he was still pondering the trade-off and asked if they came to the City with an 8 unit apartment building if they would be able to do that without a PUD, in the next year or two.

Planning Director Darling stated that they could ask for the R-3B zoning district now and put that in.

Commissioner Gorham stated that they may need an impervious surface or other minor variances needed in that scenario. He explained that he was just trying to weigh this design against what could come back to the City in a year without having the weight of the PUD hanging over their

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heads. He stated that what takes the forefront for him is that this will soon be zoned differently, according to the Comprehensive Plan and was essentially just bad timing for the applicant.

Planning Director Darling stated that it would have been nicer if the City had the new zoning in place, but they were working on the highest density zoning districts first.

Tara Kaltsas explained that she was one of the owners of Admark and noted that typically Planning Director Darling worked with her husband, Mark but he had to attend another City Council meeting this evening. She stated that related to parking, they have an option to make the garages bigger so they could have more parking there. She stated that they understand that there will be a loss of trees on this lot and explained that they plan to back more trees than there were before. She stated that part of their reason for the units was the grading of the site because they felt it would be better to be able to step the units down and give the opportunity for sunlight between the buildings.

Commissioner Huskins asked what the front facing property would look like and if there would be a wall, façade, or gate.

Ms. Kaltsas stated that they will make it has beautiful as the City would like. She noted that they had talked about having a gate with other plans they had presented to the City and would be happy to include that again, as well as any architectural or landscaping features that they would like to see.

Commissioner Huskins explained that his major concern was related to sight lines when entering or exiting the property.

Ms. Kaltsas stated that they know there are lots of kids in the neighborhood and understand the concern because they also live here. She explained that they will work with the engineers to make sure that it is safe.

Commissioner Huskins stated that in the back area of the property there is a park and asked if there would be a way for people to walk back and forth.

Ms. Kaltsas stated that their intent is to have a connection and install a sidewalk.

Commissioner Huskins asked how Ms. Kaltsas felt about some of the recommendations staff had put together in the staff report.

Ms. Kaltsas stated that because her husband and Planning Director Darling had worked hard to find something that they could agree on, they felt good about the staff recommendations.

Chair Eggenberger opened the Public Hearing at 7:49 P.M. noting the procedures used in a Public Hearing.

Paul Hirsch, 24590 Smithtown Road, stated that they are right next door to this site and explained that his concern was with the proposed density. He stated that he did not like the concept plan and felt that allowing 8 homes on this lot would be ridiculous and explained that he liked the previous proposal better than this version. He stated that it was disappointing to him that the City has a plan that also involved his lot, which he owns. He stated that these people bought a property in order to develop it, but the City has their own agenda with the Comprehensive Plan that they now have to conform to. He noted that this should be a free enterprise because this is America and explained that he felt this situation was just sad. He reiterated that having 8 units on this site

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was wrong and also pointed out the location of the eagle's nest using an aerial photo. He stated that he has been in the City since 1986 and objected to these plans, because he believed that people come to Shorewood because they want some space and not to have homes on top of each other.

Robin Niss, 5690 Christopher Road, stated that he was part of the aggregate Christopher Road group. He stated that, as a whole, they have several objections that were outlined in their letter. He explained that the biggest concern they have is the density because that is not a good fit for the neighborhood. He stated that although they are entitled to develop the lot, they feel that less density would be beneficial for the community and also would be better received given the setbacks and access to the road. He stated he would like to see them reconfigure things and find a happy balance with the community and the developers that had less density.

Commissioner Gorham asked if his group had already had conversations with the developer.

Mr. Niss stated that he had not had any conversations with the developer but could not speak for everyone in their group.

Mr. Hirsch asked how many PUD developments there were in the City.

Planning Director Darling stated that were currently 3 PUD projects under development in the City.

Mr. Hirsch asked if those projects had zoning similar to this project with 8 units/acre.

Planning Director Darling reviewed the projects, their location, and details of the developments.

Mr. Hirsch urged the Commission to think about this from the perspective where 8 units would be going in right next to their homes.

Ms. Kaltsas stated that she wanted them to know that they heard their concerns the first time and came back with something that the City Council did not approve. She stated that what they are proposing is what is required with a PUD and 6-8 units/acre and noted that they have reduced the number of units down to 7.

A member of the audience asked why this was what was required.

Ms. Kaltsas stated that it is required because of the zoning and the Comprehensive Plan.

A member of the audience stated that means it was being dictated.

Planning Director Darling explained that the Comprehensive Plan was adopted and the City was told by the Met Council that they needed to accommodate 55 units for future development between now and 2040. She stated that the City was able to identify which areas that would work best which is when they looked at these 3 parcels for medium density.

Ms. Kaltsas reiterated that the option they had as the developer was to develop this with 6-8 units/acre because that is what was in the 2040 Comprehensive Plan.

Mr. Niss asked about the density of the other PUD projects that Planning Director Darling had reviewed.

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Planning Director Darling stated that Maples Shores and the development at Eureka and Highway 7 were developed with close to 2 units/acre and the Smithtown Road site was developed with 4.5 units/area.

Mr. Niss stated that they did not feel that this was the spot that should have higher density because there are single family residential units that will border them. He stated that he understands that the developer has the right to develop the property, but reiterated that the overall density was the issue they had with the project. He stated that if there was a way for them to remove a few units, that may benefit everybody.

Chair Eggenberger closed the Public Hearing at 8:01 P.M.

Commissioner Johnson asked what discretion there may be in the City to modify the density.

Planning Director Darling explained that it would require that the applicant to submit a request for a Comprehensive Plan amendment which would have to be reviewed by the Met Council.

Commissioner Johnson stated that this lot is less than an acre, so she felt that a density should also be less than 6-8 units.

Planning Director Darling clarified that 6-7 units/acre is what is required under this land use.

Commissioner Johnson stated that meant that 6 units was something that the developer could consider.

Commissioner Holker asked if the City had gone back to the Met Council since the Comprehensive Plan was approved to make any amendments.

Planning Director Darling explained that the City had not had a proposal.

Commissioner Johnson asked how the City decided which ones have 6-8 units/acre and which have 2-3 units/acre.

Planning Director Darling explained that this site, and the 2 properties to the west were designated as an area where 6-8 units/acre would be appropriate. She stated that within that overall range, developers can propose a number of units.

Commissioner Johnson asked for additional information on how the City decided that these parcels should be medium density and have 6-8 units/acre.

Planning Director Darling reiterated that when the Met Council rejected the City's initial Comprehensive Plan, the Planning Commission and the Council worked together to come up with areas in the City that would be appropriate for slightly higher densities, such as this site.

A man from the audience questioned in the involvement of the Met Council.

Chair Eggenberger reminded the audience that the public hearing had been closed.

Commissioner Johnson asked for information about the jurisdiction of the Met Council and what the metro cities can and cannot do.

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Planning Director Darling stated that the City was a home rule city, and they base their existence on the statutes that the State has for them which means that they govern how they can organize and develop as a city. She explained that one of those requirements is that any city within the metropolitan area needs to submit a Comprehensive Plan every 10 years for review by the Met Council including its consistency with regional plans.

Commissioner Johnson asked if cities like Edina or Plymouth would be subject to the same rules and similar density requirements.

Planning Director Darling stated that every community is different and noted that some of the communities had to absorb hundreds of units and not just 55 like Shorewood had to do. She stated that the requirement of 55 units for Shorewood was based on their size and the fact that the community is already primarily developed.

Chair Eggenberger stated that the Met Council was created in order to regulate growth in the metropolitan area.

Planning Director Darling agreed and noted that the Met Council also provides basic services such as sewer or transit.

Commissioner Huskins stated that what he has heard is that if the developer wished to they could file for a Comprehensive Plan amendment in order to be able to do something other than a medium density project on the property and asked if the developer may be interested in something like that.

Ms. Kaltsas stated that they would not be interested in something like that anymore because it has already taken them 2 or 3 years to get to this point. She explained that they want to move forward with what they have now.

Commissioner Holker asked if it would be financially viable for the developer to remove a unit and have a total of 6 on the property.

Ms. Kaltsas stated that it would be difficult, which is why they were proposing 7 units.

Commissioner Johnson stated that she would describe the proposed homes as carriage houses or detached villas and asked if they had considered side by side townhomes that would allow for the density to take place within a smaller footprint.

Ms. Kaltsas stated that they could push them together, but the way the lot is laid out they will not be as appealing because the grading wouldn't be as nice because there wouldn't be space between each home. She clarified that they could do it, but she did not think it would be the best product.

Chair Eggenberger stated that if the developer meets the requirements, it means that they have the right to put in the number of units that they want, in the way that they find the most appealing, so they can sell the homes.

Commissioner Gorham noted that the developer needed things from the City in order to pull off this vision of the project. He stated that they are cramming the homes onto this lot and explained that his questions earlier were to determine that this lot could be built out in a different way in a year or two where the City would have far less control over the outcome. He stated that he thinks

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that they have to weigh the future zoning of this property versus what it looks like now and whether this PUD is a trade-off for some future, unknown, but legal development.

Commissioner Holker stated that this has already been a 3 year process and isn't sure that the City has any hard and fast timing for the work to refine the code.

Planning Director Darling stated that there is guidance from the Met Council on how long it should take the City to implement the Comprehensive Plan, but noted that they are a bit behind schedule.

Commissioner Johnson stated that there must be parcels throughout the City that are supposed to accommodate the additional 55 units in the City and asked if they were also 1 acre parcels. She reiterated that she was not sure how the City was able to pick and choose how things were developed that way.

Planning Director Darling stated that they had looked at a variety of sites and shared various examples from around the City.

Commissioner Johnson stated that it is kind of hard to have this parcel at a density number without knowing how the others would end up. She gave the example of the dredging company property that has density of 8-30 units and asked if they ended up doing 30 units if that meant the other parcels in the City would get a break from the density requirements.

Planning Director Darling stated that if the dredging company property developed for multiple family housing they could approve less on this site, but once there is a certain density classification to a property, there is an expectation by owners. She stated that if these types of changes are made willy-nilly, property owners could come back and said that the City was taking value away from their property.

Commissioner Huskins stated that he has a real concern about the 3 properties and referenced the gentleman who spoke during the public hearing that owns the property directly to the west. He stated that he owns that property and has a home on it and should have the right to continue living on it. He noted that he can imagine a scenario where someone comes to the City with a similar plan for the parcel further to the west that would have 6-8 units/acre which means that the single family property would be surrounded.

Planning Director Darling clarified that the City owned the piece of property further to the west and explained that it was purchased following the Smithtown Road study, so they would have some input into the design. She stated that she did not think it was likely that the City would choose to develop that property until the middle property developed. She stated that the initial hope was that all 3 of these properties would go at the same time because it would provide a bit more functional space for a development, but that is not what happened.

Commissioner Holker stated that she felt like the Commission could recommend denial but that would put the property owner between a rock and a hard place because no matter what, it has to be 6-8 units/acre density or leave it empty. She explained that she felt that the City was essentially tying their hands. She stated that her gut is telling her that, because of the position the property owner is in as well as the Comprehensive Plan guidance, the Commission should recommend approval.

Commissioner Gorham asked if the Commission was being asked to make a recommendation.

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Planning Director Darling confirmed that they were being asked to make a recommendation on the concept plan.

Commissioner Gorham suggested that the Commission take a look at the merits of this plan as though it were in a vacuum. He stated that when he looks at this he sees how close things are and how crammed together they are. He stated that in a vacuum the argument would have to be made that there is not much housing inventory in the proposed price range and asked what the merits would be there.

Commissioner Holker stated that was one of the discussions they had when they approved the chocolate factory project because the price was high. She stated that they talked about what the City was doing to offer housing at a different price point and that is what appears to be what is being presented tonight.

Commissioner Gorham stated that price point comes with the homes being close together.

Chair Eggenberger noted that there are people interested in that kind of housing stock because some people do not want to have a lawn, but would like to have their own separate dwelling.

Commissioner Johnson asked about the density of the chocolate shop development.

Planning Director Darling stated that she believed it was a 4 acre parcel that had 7 on the Shorewood side and 4 on the Tonka Bay side.

Commissioner Gorham asked if the City wanted this bad enough to make this the new low side setback model. He noted that at the country club, they got a lot in return for the 15 foot side setback.

Commissioner Johnson asked if the Planning Commission was bound by the guidance of 6-8 units/acre or if they could go against it and see if the Council would agree.

Planning Director Darling stated that the Comprehensive Plan is currently 6-8 units/acre for this parcel which means they are bound to that, unless the developer submits an application for something different. She noted that in general, they tend to encourage people to develop the property as the Comprehensive Plan indicates.

Chair Eggenberger stated that he agreed with Commissioner Holker's thinking, but there is one part of this that he does not care for which is the really small setbacks.

Commissioner Gorham stated that he would love to see this plan spaced out more which result in getting rid of one of the units, but they could also come back and say that they were going to do an apartment building.

Commissioner Holker stated that she would absolutely prefer there to be less density and even taking it down to 6 units would make her feel much better.

The Commission discussed the differences between the chocolate shop property development and this parcel, and possible 'what if' scenarios for this property.

Commissioner Huskins asked if the Commission could recommend approval with the stipulation that they drop one more unit or if that was outside of their purview because it would need a different application.

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Planning Director Darling stated that she would recommend that the Commission provide a specific reason for dropping that unit.

Commissioner Gorham stated that he would argue for one less unit and greater side setbacks.

Commissioner Holker stated that she also felt they should consider a requirement to add some guest parking as well.

Gorham moved, Holker seconded, recommending approval of the PUD Concept Stage plans for 24560 Smithtown Road, subject to the conditions outlined in the staff report, and the addition of conditions to: reduce the number of units to 6; and increase the side setbacks to a minimum of 15 feet, where possible; and add visitor parking spaces to the northeastern portion of the asphalt.

Commissioner Huskins offered a friendly amendment to the motion to drop the addition of the visitor parking spaces because he was concerned about snow storage.

Commissioner Gorham noted that what comes from the Commission is just a recommendation and he felt that the Council should speak to those items.

Commissioner Huskins stated that if the applicant wished to add the visitor parking, they could.

Commissioner Gorham stated that concerns had been raised about parking and people trying to park on the street.

Commissioner Huskins stated that guests would have to park in the driveways or off-site.

Commissioner Gorham stated that he wanted to leave his motion as it was originally made and let them look into it.

Motion passed 3/2 (Eggenberger and Huskins opposed).

Commissioner Huskins stated that the reason he voted against the motion was related to the guest parking condition that was added.

Chair Eggenberger stated that his reason was that he would have voted in favor of just the staff recommendations and felt that the Commission was getting into the area of designing the development for the applicant.

Planning Director Darling stated that this item would come before the City Council on August 12, 2024.

Chair Eggenberger recessed the meeting at 8:42 p.m. and reconvened at 8:46 p.m.

5. OTHER BUSINESS –

A. Variance to rear-yard setback for garage addition (Continued from June 4, 2024)
Location: 22760 Galpin Lane
Applicant: Jeff Danberry, Danberry Properties

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Planning Director Darling reviewed the variance request for the rear-yard setback for a garage addition at 22760 Galpin Lane. She explained that they would like to demolish their existing attached garage that was built too close to the property lines. She noted that it is a corner lot and the rear-yard, as defined in the zoning ordinance is opposite the shortest front would be Galpin Lake Boulevard and not Galpin Lane. She stated that the applicant was asking that the City consider their east property line as the side lot line rather than a rear property line. She explained that this lot was originally part of a subdivision that was recorded in 1924 which is also when the home was constructed. She stated that staff recommended approval of the variance request subject to the conditions outlined in the staff report.

Commissioner Huskins asked about the current width of the driveway at the front property line.

Planning Director Darling stated that the driveway is a bit over 30 feet wide.

Jeff Danberry, 22760 Galpin Lane, stated that his plans do not encroach any further east and will just attach to the house. He explained that he was also pushing the garage back further from the street. He noted that he was not anticipating taking out any of his old driveway and planned to just add on from the driveway to the new garage space. He stated that Galpin Lane is a private street and he thinks everybody on the street has a driveway that is wider than 25 feet. He stated that he felt that his plans will be more consistent with the neighborhood and will not really look that different than what he has now other than being pushed back a bit and being a little bit deeper.

Commissioner Gorham stated that the garage will be getting substantially larger and asked if the side setback would be decreased because of the angle.

Mr. Danberry explained that the way the garage orients to the lot line makes it still greater than the 10 foot requirement.

Commissioner Gorham asked about the increase in size and explained that he has to evaluate the minimum needed to alleviate the practical difficulty.

Mr. Danberry explained that he has 4 classic cars and wanted to have space for them and reminded the Commission that even with the larger garage he was still under the hard cover requirements.

Planning Director Darling stated that because the garage was currently non-conforming to the 40 foot setback, any expansion of the garage would require a variance.

Commissioner Huskins asked if Mr. Danberry was okay with the staff suggestion that he reduce the width of his driveway.

Chair Eggenberger asked if Mr. Danberry understood the staff recommendation regarding the reduction in the width of the driveway.

Mr. Danberry reiterated that he understood and it was fine. He noted that his current garage is lower than the street, so when it rains, the water runs into the garage, so his plans are to raise it up a bit higher to address that issue.

Commissioner Holker asked if there had been any feedback from the neighbors on this plan.

Mr. Danberry stated that because he was pushing back a bit further, he would be more in line with the neighbor's garage.

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Johnson moved, Huskins seconded, recommending approval of the request for a variance to rear-yard setback for garage addition at 22760 Galpin Lane, subject to the conditions outlined in the staff report. Motion passed 5/0.

6. REPORTS

- **Council Meeting Report**

Planning Director Darling reported on matters considered and actions taken during the recent City Council meetings.

- **Draft Next Meeting Agenda**

Planning Director Darling stated there are 5 applications in process, but a few are still incomplete. She noted there are 3 small subdivisions, 1 CUP for an AT&T antenna collocation on an existing tower, and also an after-the-fact variance request. She stated that the Commission can also expect a code amendment that needs to move forward regarding cannabis-related businesses on their August agenda.

7. ADJOURNMENT

Holker moved, Johnson seconded, adjourning the Planning Commission Meeting of July 16, 2024, at 9:09 P.M. Motion passed 5/0.

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City of Shorewood

City Council Meeting Item

Item 6B

Title/Subject: **Variance to rear-yard setback to construct an attached garage**
Meeting Date: August 12, 2024
Prepared by: Marie Darling, Planning Director
Attachments: Planning Commission Report from July 17, 2024
Resolution

Background:
Location: 22760 Galpin Lane
Applicant: Jeff Danberry
Review Deadline: September 24, 2024

See attached planning memorandum for detailed background on this request. At their July 17, 2024 meeting, the Planning Commission unanimously recommended approval of the variance request, subject to the conditions in the attached resolution.

Summary of Public Engagement: Notice was mailed to all property owners within 500 feet of the property prior to the Planning Commission public meeting. The applicant was present at the meeting and spoke in favor of the application. No one from the public requested to speak or submitted a letter.

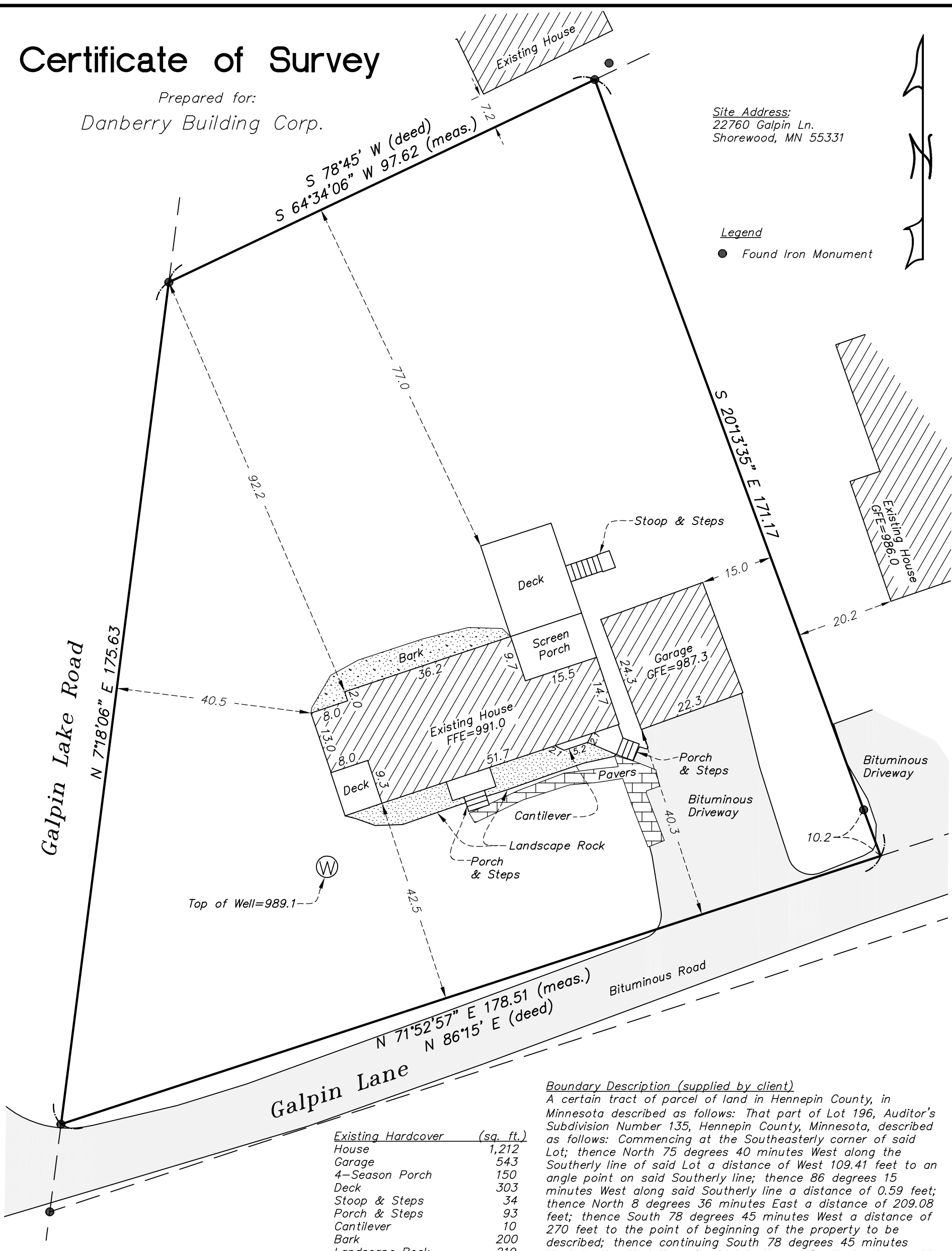
Financial or Budget Considerations: The application fees are adequate to cover the cost of processing the request.

Action Requested:
Move to adopt the attached resolution approving a rear-yard setback variance to allow construction of a new attached garage for Jeff Danberry on property located at 22760 Galpin Lane, as recommended by the Planning Commission.

Any action on this request would require a majority of the Council.

Certificate of Survey

Prepared for:
Danberry Building Corp.



Site Address:
22760 Galpin Ln.
Shorewood, MN 55331

Legend
● *Found Iron Monument*

SCALE
20 0 10 20 40
1 inch = 20 feet

Existing Hardcover	*(sq. ft.)*
House	*1,212*
Garage	*543*
4–Season Porch	*150*
Deck	*303*
Stoop & Steps	*34*
Porch & Steps	*93*
Cantilever	*10*
Bark	*200*
Landscape Rock	*219*
Pavers	*164*
Bituminous Driveway	*1036*
	3,964
Parcel Area =	*22,479*
Total Hardcover =	*17.6%*

Boundary Description (supplied by client)
A certain tract of parcel of land in Hennepin County, in Minnesota described as follows: That part of Lot 196, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the Southeasterly corner of said Lot; thence North 75 degrees 40 minutes West along the Southerly line of said Lot a distance of West 109.41 feet to an angle point on said Southerly line; thence 86 degrees 15 minutes West along said Southerly line a distance of 0.59 feet; thence North 8 degrees 36 minutes East a distance of 209.08 feet; thence South 78 degrees 45 minutes West a distance of 270 feet to the point of beginning of the property to be described; thence continuing South 78 degrees 45 minutes West to the West line of said lot; thence Southerly along said Westerly line to the Southerly line of said lot; thence North 86 degrees 15 minutes East along said Southerly line to a point distant 215.59 feet Westerly from said angle point measured along said Southerly line of said lot; thence Northerly to the point of beginning. Subject to any and all easements of record.

Bearings based on assumed datum.

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Delano, MN 55328

I hereby certify that this certificate of survey was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

Kelly L. Brouwer
Kelly L. Brouwer

Date: May 15, 2024 *Registration No. 48328*

Job Number:	*7879*
Book/Page:	*78/64*
Survey Date:	*10/10/14, 05/06/24*
Drawing Name:	*danberry–CARLSON–5–14–24*
Drawn by:	*SKH*
Revisions:	*5/15/24 (update hardcover)*

City of Shorewood

Planning Commission Meeting Item

Item 5A

Title/Subject: **Variance to rear-yard setback**
Meeting Date: June 4, 2024
Prepared by: Marie Darling, Planning Director
Attachments: Location map
Applicant's narrative and Survey

APPLICANT: Jeff Danberry
LOCATION: 22760 Galpin Lane
REVIEW DEADLINE: September 24, 2024
COMPREHENSIVE PLAN: Low Density Residential
ZONING: R-1C/S Single-Family

REQUEST

The applicants request a variance to demolish their existing detached garage and add an attached garage. By zoning regulations, the property is a corner lot and the rear yard is opposite the shortest front. As a result, the garage would need to be 40 feet from the east property line. Under the plan, the applicants propose to construct an addition that would be:

1) 13.8 feet from the east property line where a minimum of 40 feet is required.
2) 50 feet from Galpin Lane (a private street) as required by zoning regulations where the existing garage was at 40 feet.



PUBLIC NOTICE

Receipt of application: Notice of the application was sent by postcard to all property owners within 500 feet of the property and by placing a sign in the right-of-way in front of the home.
Public meeting notice: Notice of the public meeting was sent by US mail to all property owners within 500 feet of the property at least 10 days prior to the meeting.

BACKGROUND

Context: The lot was originally part of a lot in Auditor's subdivision 135, which was recorded in 1924 and later subdivided to create the property prior to modern record keeping. The home was originally constructed in 1924.
The adjacent properties are all zoned R-1C/S. The property is within the shoreland overlay district for Galpin Lake. Tree preservation applies to this application because the square footage of the garage and

the shed exceed 1200 square feet. The details of tree preservation would reviewed with the building permit application, but no trees are planned to be removed with the garage addition.

Applicable Code Sections:

Section 1201.13 Subd. 5. d. (R-1C) zoning district:

d. Setbacks:
   (1) Front yard: Not less than 35 feet;
   (2) Rear yard: Not less than 40 feet;
   (3) Side yard: Not less than 10 feet on each side

Section 1201.02 Definitions:
LOT LINE - FRONT. The front of a lot shall be, for purposes of complying with this chapter, that boundary having the least width abutting a public right-of-way or private street.
LOT LINE - REAR. The rear of a lot shall be, for purposes of complying with this chapter, that boundary opposite the front lot line.
SETBACK. … In the case of a private street…, the setback shall be measured from a line 15 feet from the edge of the traveled surface.

Based on the above sections of City Code, the rear lot line is the east lot line.

The proposed setback of 50 feet from the private Road (Galpin Lane) conforms to the above requirements for measuring front setback from a private street.

Impervious Surface Coverage:

	Required	Existing	Proposed
Impervious Surface Coverage	25% (max.)	17.6%	21.4%

APPLICANT'S PROPOSAL

The applicants propose expanding their current garage to allow storage of all their personal vehicles within an attached garage. Their current detached garage is in poor condition and is in need of replacement. The addition would be about 26 feet wide by 46 feet long with about 1200 square feet. Their narrative is attached.

ANALYSIS

Section 1201.05 subd.3.a. of the zoning regulations sets forth criteria for the consideration of variance requests. These criteria are open to interpretation. Staff reviewed the request according to the criteria as follows:

Intent of comprehensive plan and zoning ordinance: The applicants propose to use the property for residential purposes, which is consistent with the Comprehensive Plan and the intent of the Zoning Ordinance.

Practical difficulties: Practical difficulties include three factors, all three of which must be met.

a. *Reasonable*: The applicants have proposed reasonable residential uses on the property.
b. *Unique Situation vs. Self-Created*: The practical difficulty is unique to this property as the home was constructed prior to modern zoning regulations. Both the existing home and the other homes along Galpin Lane have their homes fronting the private street rather than Galpin Lake Road. These circumstances are existing conditions rather than being self-created and complicate building an attached garage onto the existing home.
c. *Essential Character*: Allowing the garage to have direct access to Galpin Lane allows the home to be consistent with the other homes in the neighborhood. It also reduces the amount of impervious surface coverage on the property as a conforming garage would be on the north side of the home and would require a longer driveway. Consequently, the reduced rear yard setback will not likely be noticeable and could be beneficial by reducing impervious surface coverage.

Economic Considerations: The applicants have not proposed the variance solely based on economic considerations, but to increase the livability of the home.

Impact on Area/Public Welfare, Other Lands or Improvements: The applicant is not proposing anything that would impair an adequate supply of light and air to an adjacent property or increase the risk of fire. The city engineer has reviewed the application and didn't note any specific drainage issues, except that this property drains across four others before stormwater reaches Galpin Lake. No rain gardens are required as the increase in impervious surface coverage is below 1,000 square feet, but the applicant could consider one to reduce the rate of storm water leaving the site.

Minimum to Alleviate Practical Difficulty: Because of the location of the home on this lot and the orientation of the home and driveway access to Galpin Lane, staff finds the request for the variance to be the minimum variance necessary to alleviate the practical difficulty.

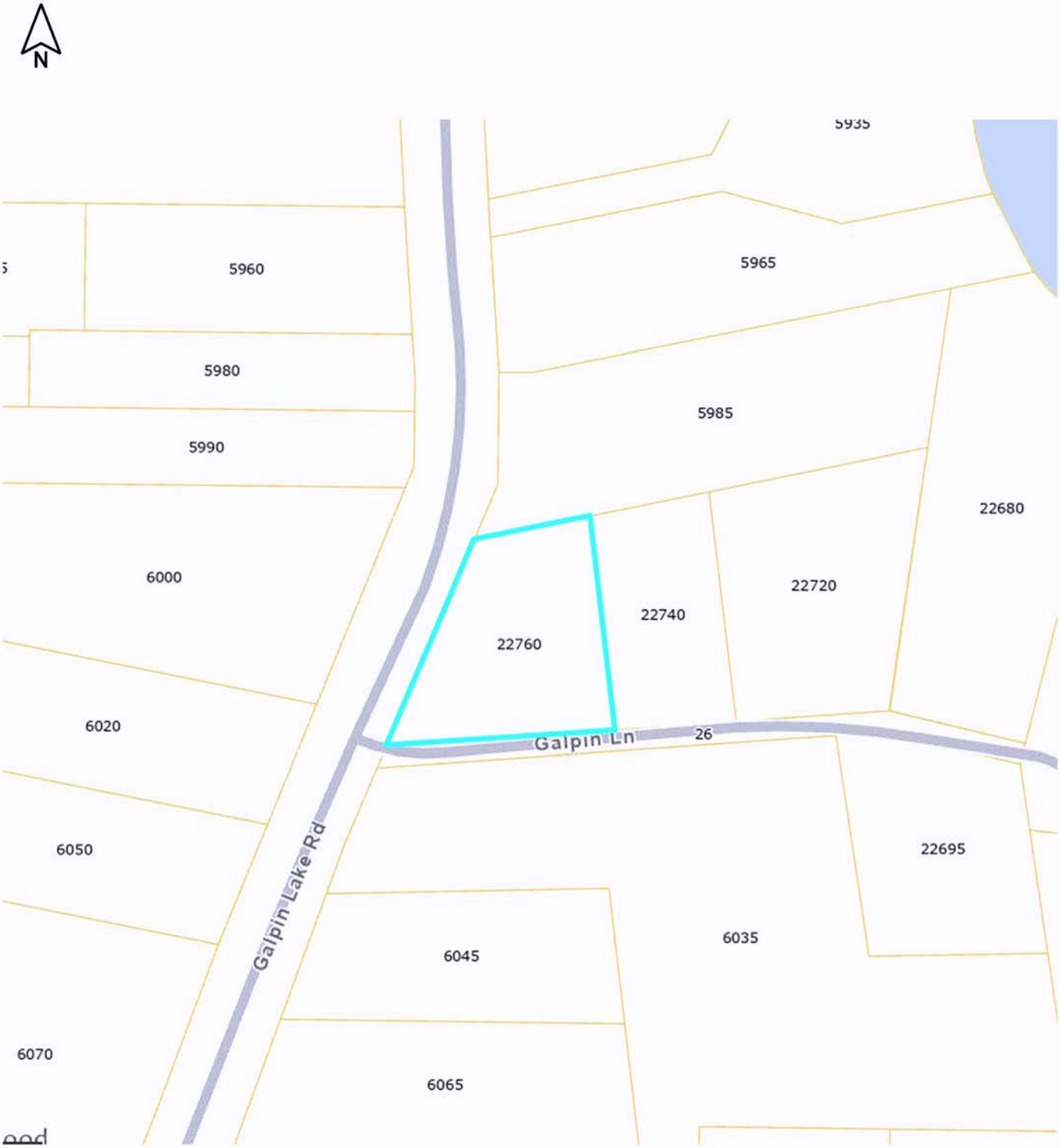
RECOMMENDATION

Based on the above findings, staff recommends approval of the variance request, subject to the condition that the applicant acquire all necessary permits prior to beginning construction and to reduce the width of the driveway to no greater than 25 at the front property line.

Staff acknowledges that as the variance criteria are open to interpretation, the Planning Commission could reasonably find otherwise.

Aerial photos and maps are courtesy of Hennepin County, unless otherwise stated.

22760 Galpin Lane Location Map



5/25/24

I am requesting a side yard variance for a garage replacement due to the fact that my current garage does not comply with the East setback of 40'. My current detached garage is in poor structural condition with no access directly to the home. The current structure is lower than the street which causes rain to flow onto the garage floor. My new plan raises the garage floor and pushes the proposed attached garage back to the north which would put me more in line with my neighbor and complying with the 50 setback to the south but does not encroach further to the east.

I have a corner lot which has street frontage (and address) on Galpin Lane and side on Galpin Lake Road. If my frontage were Galpin Lake Road I would not need a variance. As it currently is my side setback (which should be 10') is deemed my rear setback (which is 40').

VARIANCE APPLICATION CHECKLIST ITEMS:

1. This variance request adheres to the intent of the comprehensive plan and zoning regulations.
2. The practical difficulties I am encountering are the fact that there is an existing garage that was constructed before current zoning regulations were in place and is currently non compliant.
3. I am keeping the character of the neighborhood, while matching the design to being consistent with the architecture of the home.
4. This request is not based on economic considerations.
5. This variance would not affect light or air from the adjacent property. It would also not increase congestion or a fire hazard and not impose any obstacle for fire and rescue.
6. The variance would not be detrimental to public welfare and have no effect on the land.
7. I am under on hardcover with the new addition.

Thank you for your consideration.

Jeff Danberry

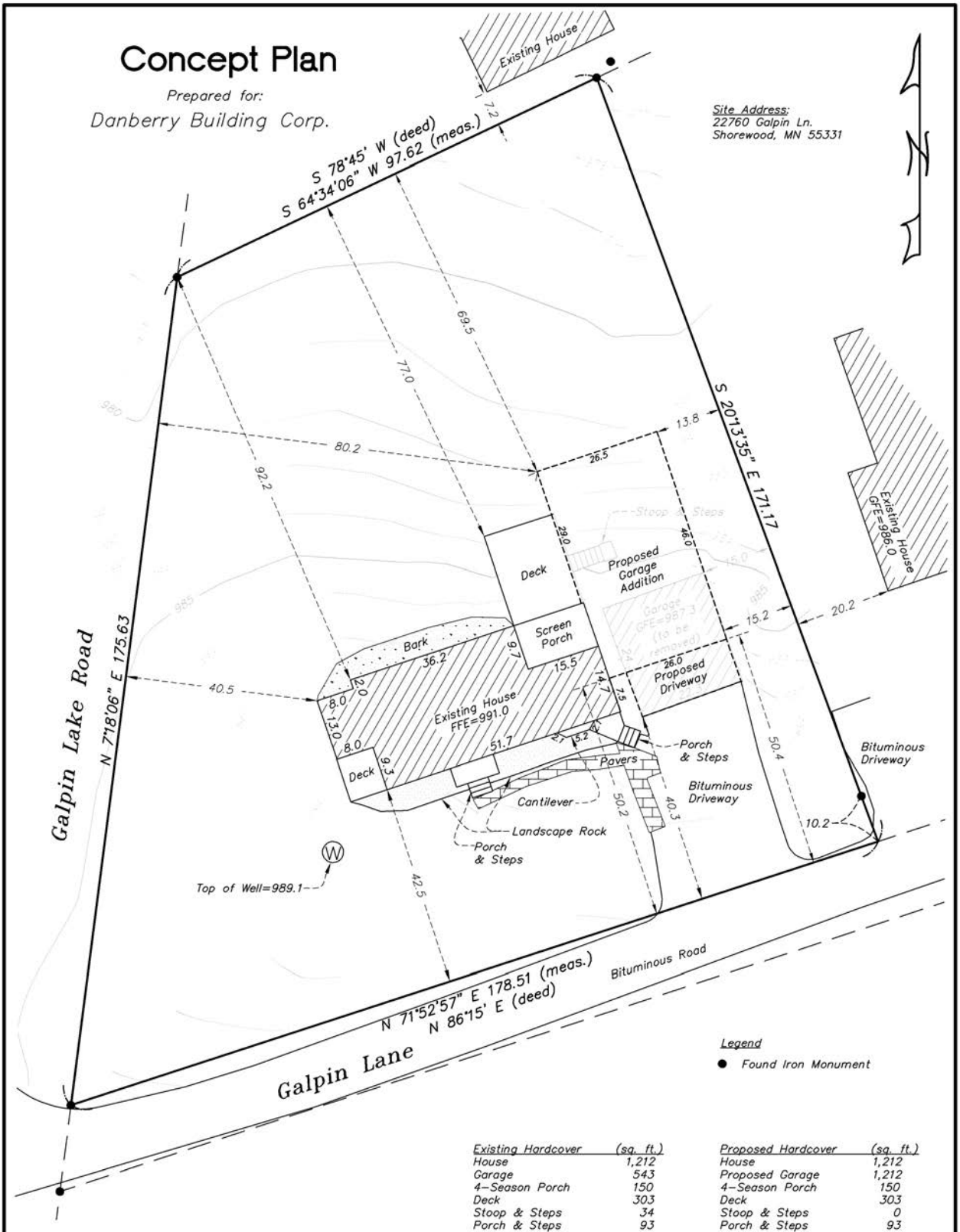
22760 Galpin La

owner

RECEIVED
MAY 25 2024
CITY OF SHOREWOOD

Concept Plan

Prepared for:
Danberry Building Corp.



Legend

● *Found Iron Monument*

Existing Hardcover	*(sq. ft.)*
House	*1,212*
Garage	*543*
4-Season Porch	*150*
Deck	*303*
Stoop & Steps	*34*
Porch & Steps	*93*
Cantilever	*10*
Bark	*200*
Landscape Rock	*219*
Pavers	*164*
Bituminous Driveway	*1036*
	3,964
Parcel Area =	*22,479*
Total Hardcover =	*17.6%*

Proposed Hardcover	*(sq. ft.)*
House	*1,212*
Proposed Garage	*1,212*
4-Season Porch	*150*
Deck	*303*
Stoop & Steps	*0*
Porch & Steps	*93*
Cantilever	*10*
Bark	*200*
Landscape Rock	*219*
Pavers	*164*
Bituminous Driveway	*1036*
Proposed Driveway	*215*
	4,814
Parcel Area =	*22,479*
Total Hardcover =	*21.4%*

SCALE
20 0 10 20 40
1 inch = 20 feet

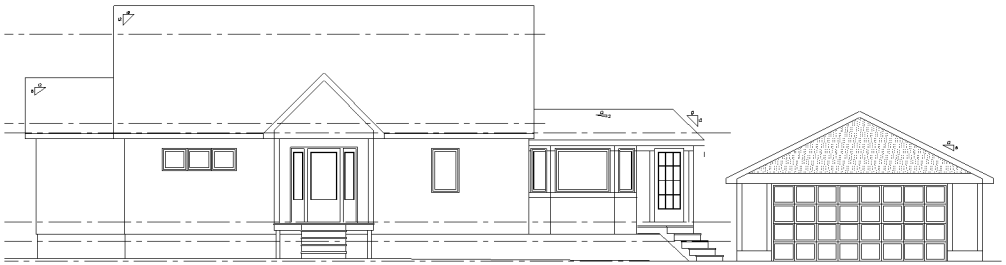
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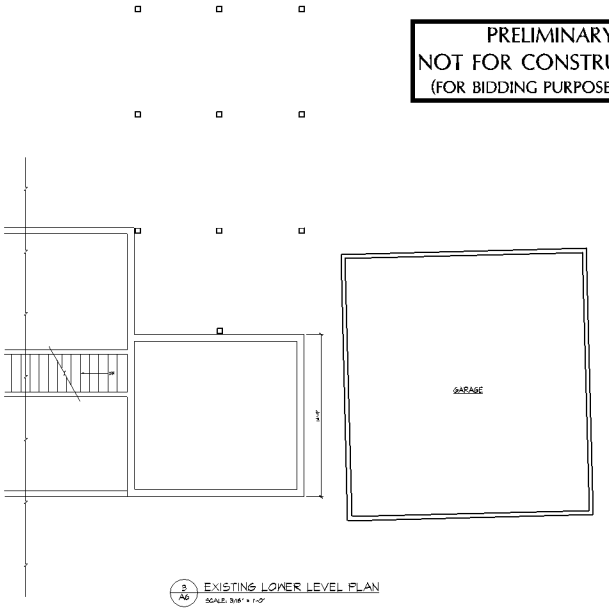
Bearings based on assumed datum.

Job Number:	*7879*
Survey Date:	*10/10/14, 05/06/24*

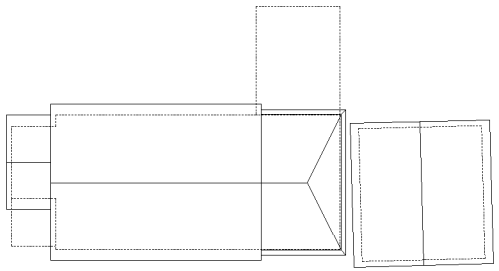
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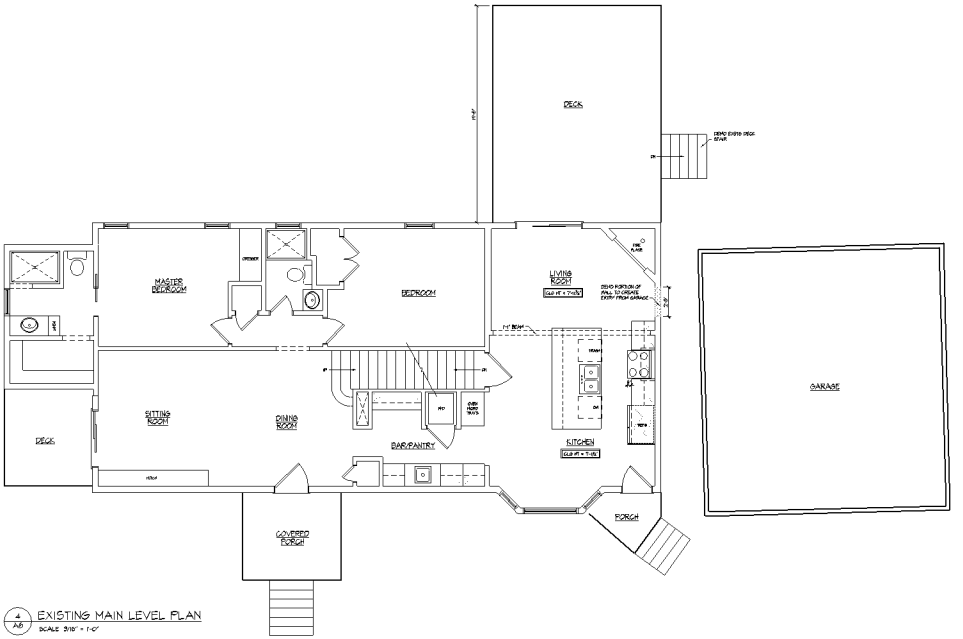
1 / A6 EXISTING FRONT ELEVATION
SCALE: 3/16" = 1'-0"



3 / A6 EXISTING LOWER LEVEL PLAN
SCALE: 3/16" = 1'-0"



2 / A6 EXISTING ROOF PLAN
SCALE: 3/32" = 1'-0"



4 / A6 EXISTING MAIN LEVEL PLAN
SCALE: 3/16" = 1'-0"

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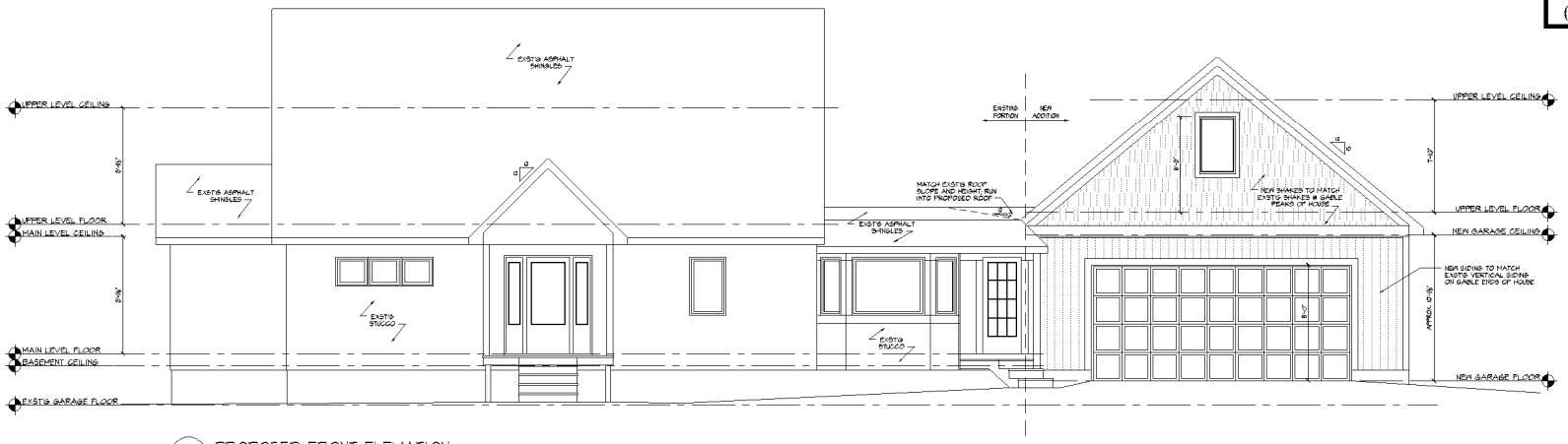
EXCELSIOR DESIGN GROUP
22760 Galpin Lane
Shorewood, MN

DATE: 01/25/2022
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PROJECT NO.: 2140.03

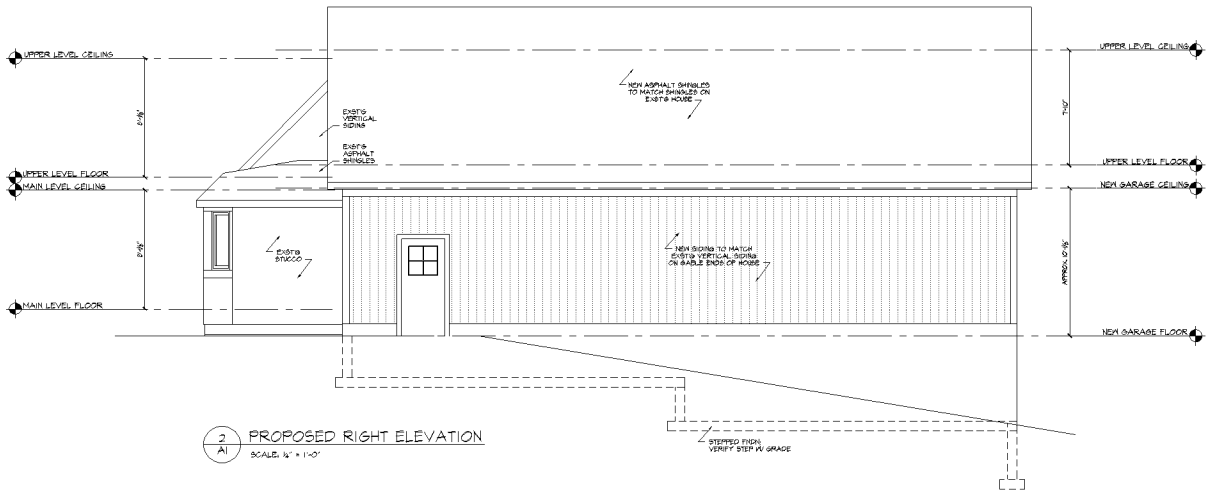
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SHEET NO.
A6
EXISTING ELEV. AND PLANS

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1/A1 PROPOSED FRONT ELEVATION
SCALE: ¼" = 1'-0"



2/A1 PROPOSED RIGHT ELEVATION
SCALE: ¼" = 1'-0"

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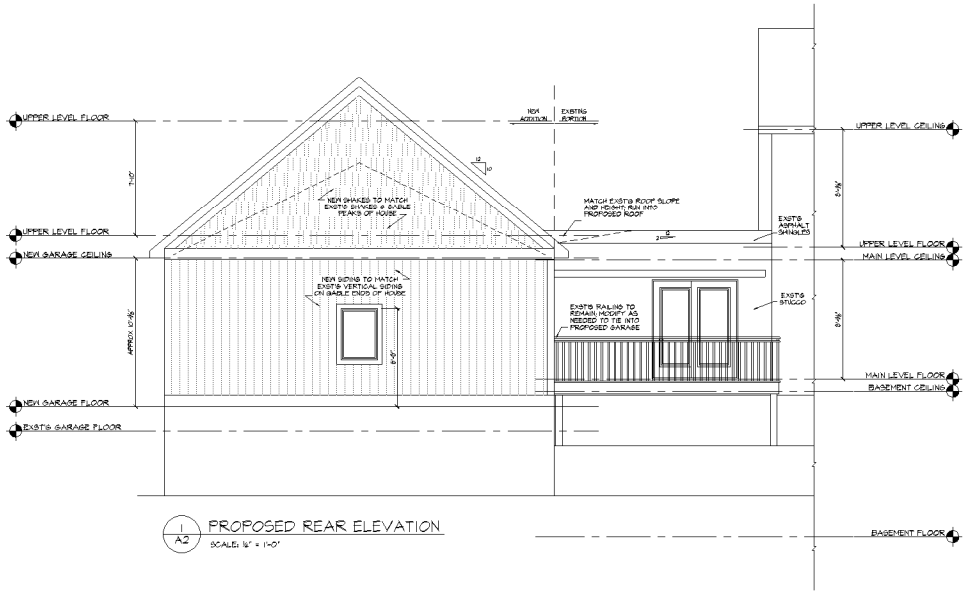
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DATE: 01/25/2022
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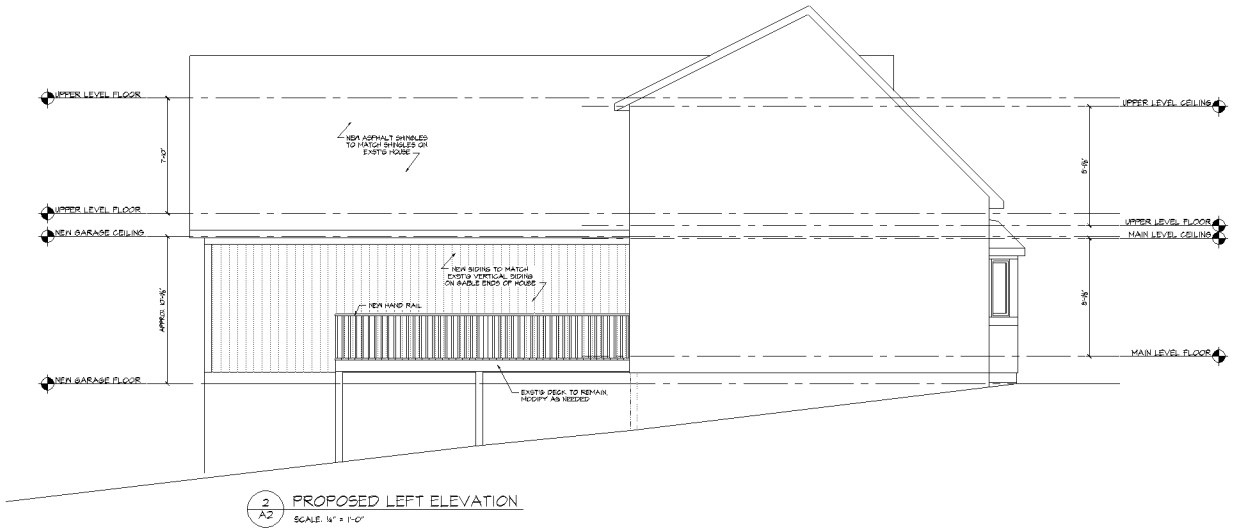
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SHEET NO.
A1
PROPOSED PLANS



1/A2 PROPOSED REAR ELEVATION

SCALE: ¼" = 1'-0"



2/A2 PROPOSED LEFT ELEVATION

SCALE: ¼" = 1'-0"

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A2
PROPOSED ELEVATIONS

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2/A3 PROPOSED MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"

NO WORK IN SHADED AREA

1/A3 PROPOSED LOWER LEVEL PLAN
SCALE: 1/4" = 1'-0"

SHEET NO. A3
PROPOSED PLANS

DATE 01/25/2022
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2 A4 PROPOSED ROOF PLAN
SCALE: 1/4" = 1'-0"

1 A4 PROPOSED UPPER LEVEL PLAN
SCALE: 1/4" = 1'-0"

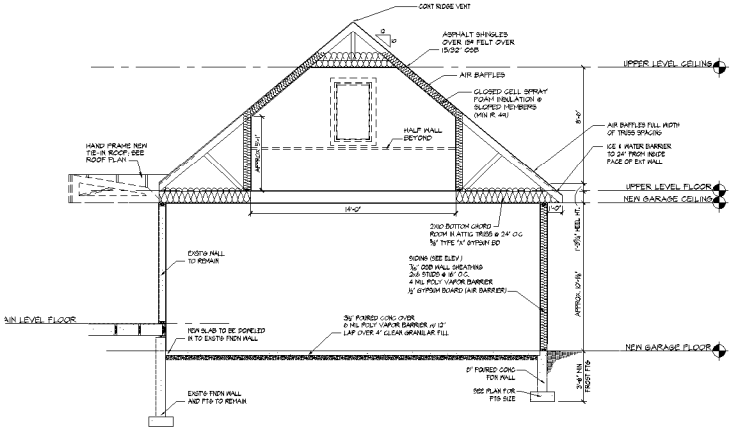
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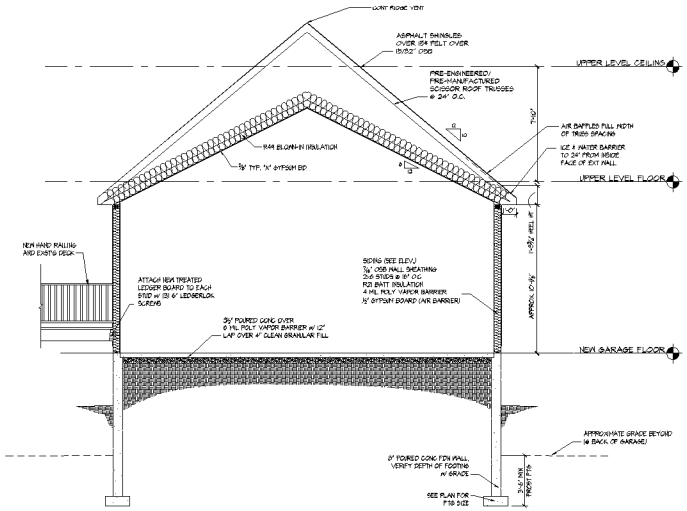
DATE 01/25/2022
DRAWN BY : bs
PROJECT NO.: 2140ED

SHEET NO. A4
PROPOSED PLANS

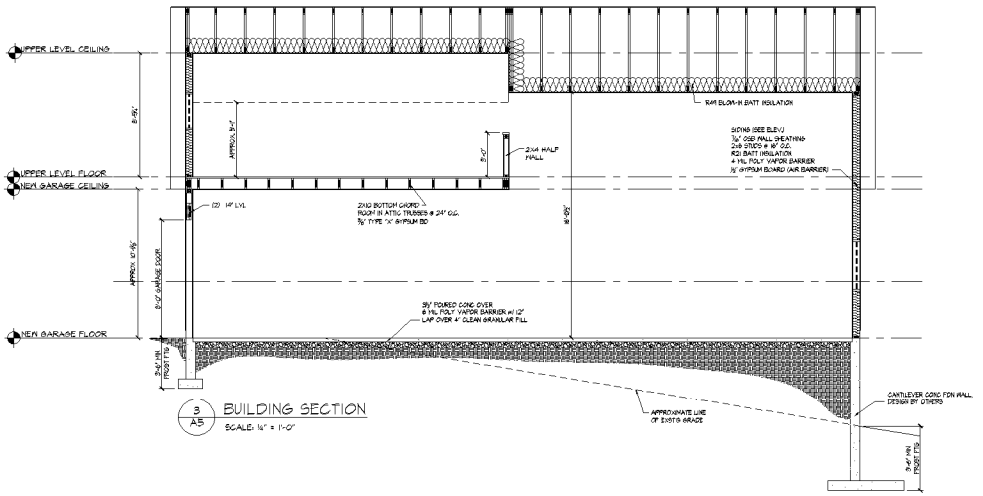
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2 / A5 SECTION @ VAULT
SCALE: ¼" = 1'-0"



3 / A5 BUILDING SECTION
SCALE: ¼" = 1'-0"

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SHEET NO.
A5
SECTIONS

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24-063

A RESOLUTION APPROVING VARIANCE TO REAR-YARD SETBACK TO CONSTRUCT AN ATTACHED GARAGE ON PROPERTY LOCATED AT 22760 GALPIN LANE

WHEREAS, Jeff Danberry, (the "Applicant") proposed to construct an attached garage that would be set back 13.8 feet at its closest point from the rear property line where the 40 feet is required; and,

WHEREAS, the property is legally described as shown in Exhibit A; and,

WHEREAS, the Applicant's request was reviewed by the planning staff, whose recommendation is included in a memorandum for the July 17, 2024 Planning Commission meeting, a copy of which is on file at City Hall; and,

WHEREAS, the Planning Commission held a public meeting on July 17, 2024 to review the application, the minutes of the meetings are on file at City Hall; and,

WHEREAS, the City Council considered the application at its regular meeting on August 12, 2024, at which time the planning staff memorandum and the Planning Commission's recommendations were reviewed and comments were heard by the City Council from the Applicant and staff.

NOW THEREFORE, **BE IT RESOLVED** THAT THE CITY COUNCIL OF SHOREWOOD, MINNESOTA FINDS AS FOLLOWS:

FINDINGS OF FACT

1. The subject property is located in the R-1C/S zoning district, which requires all buildings to be set back 40 feet from the rear property line.
2. The existing home was constructed in 1924, prior to the application of the 40-foot setback and the existing garage was built closer than is currently permitted to the rear property line.
4. Section 1201.05 of the zoning regulations provides that the purpose of a variance is to allow a process to deviate from the strict provision of the zoning regulations when there are practical difficulties, and the action is the minimum to alleviate the practical difficulties.
5. Section 1201.05 of the zoning regulations includes criteria for making the above determination.
6. The Applicant's proposal is identified on the application materials and plans submitted on May 15, 28, and 31, 2024 and June 17, 2024 (the "Plans").

CONCLUSIONS

A. Based upon the foregoing, and the records referenced herein, the City Council hereby approves the Applicant's request to construct an attached garage to the home that would be setback 13.8 feet from the rear property line where 40 feet is required, as shown on the Plans.

B. The City Council finds the variance request for an addition and its resulting construction and use, is consistent with the intent of the comprehensive plan and in harmony with the general purposes and intent of the zoning regulations.

C. The City Council finds that the request specifically demonstrates practical difficulties based on the existing lot was created and the existing home was constructed prior to the current setback requirements. The addition is a reasonable residential use, the difficulties were not created by the homeowner, and the addition would not alter the essential character of the neighborhood as most of the homes are oriented toward Galpin Lane.

D. The City Council finds that the improvements proposed are not solely based on economic considerations, but to enhance the livability of the home.

E. The City Council finds that the addition would not impair an adequate supply of light and air to an adjacent property, increase the risk of fire or increase the impact on adjacent streets.

F. The City Council finds that the garage would not be detrimental to the public welfare nor would it be injurious to other lands or improvements in the neighborhood with the conditions listed below.

G. The variance is the minimum variance necessary to address or alleviate the practical difficulties caused by the original construction.

H. Prior to beginning any construction on the Property, the applicant shall acquire all necessary permits and submit a construction management plan including storage of construction materials, parking of contractors and subcontractors, trash management, erosion control, etc.

I. Prior to the issuance of a permit, the applicant shall revise their plans to indicate the driveway would be reduced to no greater than 25 feet in width at the front property line.

J. Prior to the issuance of a permit, the applicant shall revise their plans to indicate compliance with the city's tree preservation ordinance and provide a landscaping plan with any required trees to be planted.

K. The variance shall expire one year after approval unless the applicant has completed the project, or an extension has been requested in accordance with Section 1201.05 Subd. 3 of City Code.

L. The City Clerk is hereby authorized and directed to provide a certified copy of this resolution for filing with the Hennepin County Recorder or Registrar of Titles.

ADOPTED BY THE CITY COUNCIL OF SHOREWOOD, MINNESOTA this 12th day of August, 2024.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

Exhibit A: Legal Description of property:

Boundary Description (supplied by client)

A certain tract of parcel of land in Hennepin County, in Minnesota described as follows: That part of Lot 196, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the Southeasterly corner of said Lot; thence North 75 degrees 40 minutes West along the Southerly line of said Lot a distance of West 109.41 feet to an angle point on said Southerly line; thence 86 degrees 15 minutes West along said Southerly line a distance of 0.59 feet; thence North 8 degrees 36 minutes East a distance of 209.08 feet; thence South 78 degrees 45 minutes West a distance of 270 feet to the point of beginning of the property to be described; thence continuing South 78 degrees 45 minutes West to the West line of said lot; thence Southerly along said Westerly line to the Southerly line of said lot; thence North 86 degrees 15 minutes East along said Southerly line to a point distant 215.59 feet Westerly from said angle point measured along said Southerly line of said lot; thence Northerly to the point of beginning. Subject to any and all easements of record.

City of Shorewood

City Council Meeting Item

Item 6C

Title/Subject: **Request for PUD Concept Plan**
Meeting Date: August 12, 2024
Prepared by: Marie Darling, Planning Director
Attachments: **Applicant's additional narrative**
Fire Marshal's memo
Planning Commission memo, including engineers memo and attachments
Correspondence received
Resolution

Background

Location: 24560 Smithtown Road
Applicant: Admark, LLC
Review Deadline: October 1, 2024

See attached planning memorandum for detailed background on this request. At their July 17, 2024, meeting, the Planning Commission voted three in favor and two opposed to recommend approval of the request for a seven-lot subdivision subject to the staff recommended conditions and the following two additional conditions:

1. Remove one additional unit to allow more space between the homes.
2. Add guest parking to the north end of the fire lane turn-around.

Commissioner Huskins voted against the motion even though he supported the project as he found the guest parking spaces unnecessary. Chair Eggenberger voted against the motion even though he supported the project as he did not support either of the proposed conditions.

Summary of Public Engagement**:** Notice of the application was sent by postcard and a sign placed on the property when a complete application was received. Notice of the public hearing was published in the official newspaper and mailed to all properties within 750 feet of the property at least 10 days prior to the public hearing at the Planning Commission meeting. The applicant was present and spoke in favor of the request. At the public hearing, two people requested to speak and two letters were submitted.

Primary issues raised*:*
Density: The speakers and letter writers were concerned that there was too much density proposed for this site and one indicated with only 10 feet between the units that the homes would appear to be one long building.

Staff responded that the applicant is allowed 6-7 units on this property based on its size and land use plan designation of medium density. The Planning Commission felt the homes were too close together and that six homes would fit the site better than seven. They recommended one additional lot be removed so that the units could have more space between the units.

The applicant has submitted a revised letter and site plan that indicates that he can reduce the footprint on the lot so that they can increase the distance between the homes from 10 to 15 feet without losing a home from the proposed development. They also increased the distance between the home on lot six to the west property line to avoid creating a twin-home on the north end as staff has recommended. The resolution as shown reflects the staff and planning commission recommendations. City Council may direct staff to provide a revised resolution at the next meeting with any changes they find appropriate.

Access to Smithtown: The commissioners asked staff to look at the driveway access to Smithtown Lane as they thought the access point should be at a 90-degree angle. The city's engineer reviewed the angle and found that it is consistent with MnDOT design guidance for two-way operations. The connection angle shouldn't exceed 20 percent and the applicant's proposal is for a 10 percent angle.

Parking: One of the letters and the Planning Commissioners were concerned about the lack of parking. The Commission asked if the private drive, which is also a fire lane could be used for on-street parking. They also recommended that the applicant add two additional spaces to the north end of the fire lane turnaround. Staff consulted with the Fire Marshal and while the additional parking spaces in the turnaround are acceptable, parking on one side of the fire lane is not acceptable.

Next Steps

A request to rezone the site from C-1 to PUD and a PUD development stage plan and preliminary plat

A PUD final stage plan and final plat.

A development and PUD agreement for the development is also required and would be combined with the PUD final plat/plan and would be reviewed by the City Council.

Financial or Budget Considerations

Developers are required to pay utility connection and park dedication fees and is responsible for the on-site improvements. The application fees and escrows were established to cover the cost of reviewing the application.

Action Requested

Move to adopt the attached resolution approving the PUD Concept Plan for the development proposed at 24560 Smithtown Road subject to the conditions in the attached resolution.

A simple majority vote of the Council is required.

The City Council may add, delete, or amend any of the conditions of approval. Should the City Council choose another course of action, they would need to provide the appropriate findings and conditions so that a resolution may be drafted for the next meeting.

ADMARK
Property Management Property Leasing

RECEIVED
JUL 30 2024
CITY OF SHOREWOOD

July 29, 2024

Honorable Mayor and Council Members
City of Shorewood
Shorewood, MN 55331

RE: 24560 Smithtown Road – Development Proposal

The Planning Commission reviewed the concept PUD application and recommended approval at their regular meeting on July 16, 2024. There were several items discussed at the meeting that could use clarification and additional context. Commissioners ultimately recommended approval of 6 lots based on the consideration of increasing the side yard setbacks between units. No specific dimension was provided by the Commission in their recommendation. As it relates to the recommendation, we would offer the following additional context:

- The initial submittal to the City proposed eight (8) detached townhomes (also described as carriage homes). The proposed units were on the same size lots as currently proposed but left less room for stormwater management and open space. Based on direction from staff, the plan was revised to include seven (7) detached townhomes to better fit the property.

- Admark has had numerous real estate professionals in Shorewood review the concept plan and provide feedback relating to the market for various products on this property. The united direction provided was that there is a much stronger demand for detached townhomes versus attached townhomes. While the City's comprehensive plan allows both attached and detached units, we believe that a detached product is more compatible with the surrounding neighborhood, offers a reasonable transition between the attached apartments to the east and the detached single-family units to the west and provides for a higher quality unit to reside (natural light and windows on 4 sides versus 2 sides).

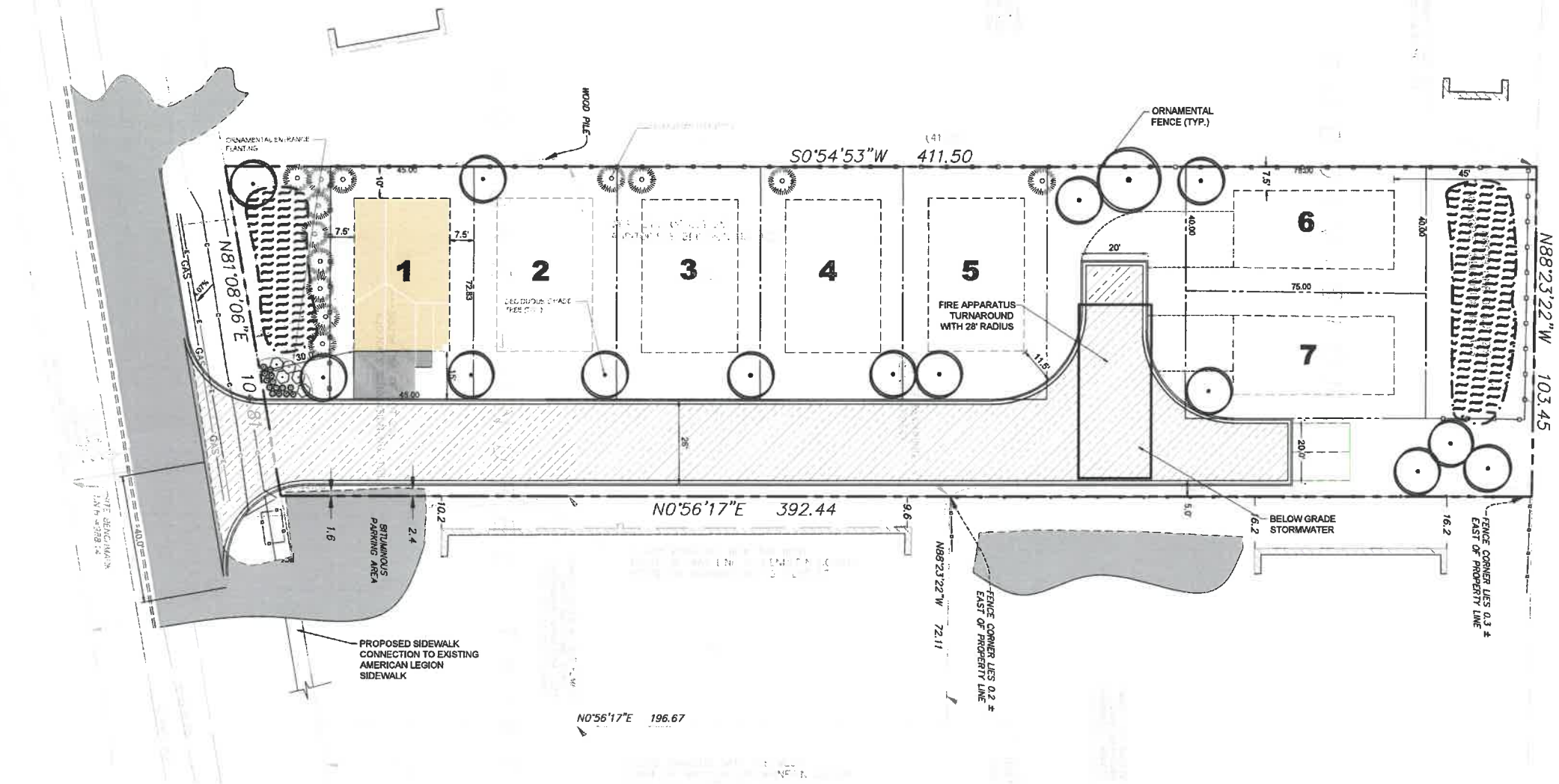
- 10 feet between units is a common separation for many "regular" single-family homes being constructed today. While this separation is not typical for "single-family" homes in Shorewood, the proposal is not to construct "single-family" homes, but rather to construct detached townhomes. This is a new product for this area that would allow this property to meet applicable density requirements while providing an additional and new housing option not currently offered in this area.

Admark reviewed the request of the Planning Commission and believes that the proposed lots can accommodate a 7.5-foot side yard setback (15 feet between units) versus a 5' side yard setback. 7.5-foot side yard setback is the current standard single-family home standard for many neighboring and cities across the state. This plan amendment would still allow seven (7) detached townhomes. The homes designed and included with the submittal are 30' in width and would fit on the proposed lots using the increased 7.5' setback.

While the final sale price of the units should not be the only factor for consideration, it should be noted that the cost of designing, developing and constructing the proposed development improvements (site work, private road, landscaping, stormwater, etc.) is the same whether the development consists of 6 or 7 units. This cost would then be spread across 6 units which represents an approximate 15% increase per lot

Admark is asking for consideration of the initial submittal for seven (7) lots with the increased 7.5-foot side yard setback (15 feet between units) and meeting all additional recommendations and conditions as noted in the staff report. A revised plan (attached) demonstrates how the increased setbacks could be accommodated on the proposed site.

Thank you,
Admark LLC



GENERAL LANDSCAPE NOTES:

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AND SHALL MAINTAIN THE LANDSCAPING FOR 90 DAYS PAST THE FINAL INSPECTION.
2. CONTRACTOR SHALL CONTACT UTILITY LOCATE TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF AN PLANT OR LANDSCAPE MATERIAL.
3. LANDSCAPE CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT PRIOR TO ORDERING PLANT MATERIAL.
4. FINAL LOCATION OF ALL PLANTING SHALL BE DETERMINED IN THE FIELD BY THE OWNER'S REPRESENTATIVE.
5. NO PLANT MATERIAL WILL BE INSTALLED UNTIL ALL GRADING AN CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
6. ANY MODIFICATIONS TO PLANTING LAYOUT, PLANT MATERIALS, ETC. SHALL BE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER PRIOR TO EXECUTION.
7. SIZE AND GRADING STANDARDS OF PLANT MATERIAL SHALL CONFORM TO THE LATEST ADDITION OF ANSI Z60.1, AMERICAN STANDARD FOR NURSERY STOCK, BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ALL PLANT MATERIALS SHALL BE MINNESOTA NURSERY GROWN STOCK AND SHALL BE FREE OF ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR DISFIGURED/CROOKED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED.
9. TREES NOT EXHIBITING A CENTRAL LEADER WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT LIST AS MULTI-STEM.
10. CONTRACTOR SHALL PROVIDE A TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS UPON WRITTEN ACCEPTANCE OF THE INITIAL PLANTING BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE. REPLACEMENT PLANT MATERIALS SHALL ALSO HAVE A TWO YEAR GUARANTEE WHICH COMMENCES UPON INSTALLATION.
11. CONTRACTOR SHALL PROVIDE ALL NECESSARY MAINTENANCE (INCLUDING WATERING) OF PLANT MATERIALS FOR 90 DAYS FROM THE DATE OF ACCEPTANCE BY OWNER.
12. A MINIMUM OF 18" OF LOAM PLANTING SOIL SHALL BE USED WHEN PLANTING ALL TREES (SIDES OF HOLE).
13. A MINIMUM OF 18" OF LOAM PLANTING SOIL SHALL BE USED WHEN PLANTING ALL TREES (SIDES OF HOLE).
14. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON ARRIVAL TO SITE.
15. ALL PLANTING BEDS TO BE EDGED USING COMMERCIAL GRADE PLASTIC EDGING INSTALLED PER MANUFACTURERS RECOMMENDED INSTALLATION INSTRUCTIONS.
16. ALL PLANTING BED AREAS TO BE MULCHED AS FOLLOWS:
    - 16.1.1. ALL SHRUB BEDS SHALL BE MULCHED USING 4-6" OF SMOOTH RIVER ROCK MULCH (WASHED WITH WEED BARRIER). COLOR SHALL MATCH BUILDING VENEER. ROCK SHALL BE LAID AT A DENSITY SO THAT NO WEED BARRIER SHALL BE VISIBLE.
    - 16.1.2. ALL TREE BEDS IN LAWN AREAS SHALL BE MULCHED USING 3-4" OF PREMIUM SHREDDED HARDWOOD BARK MULCH (MULCH SHALL BE PLACED SO THAT IT DOES NOT TOUCH THE TRUNK OF THE PLANT).
17. TREES SHALL BE PLANTED SO THAT THE ROOT CROWN/FLARE IS SET 1-2" ABOVE FINISHED GRADE. DO NOT USE THE EXISTING TOP OF THE ROOT BALL AS AN INDICATION OF THE LOCATION OF THE ROOT BALL.
18. CONTRACTOR SHALL REPAIR ALL DAMAGE TO PROPERTY WHICH RESULTS FROM THE PLANTING AND LANDSCAPE INSTALLATION AT NO COST TO THE OWNER.
19. APPLY A PRE-EMERGENT HERBICIDE TO ALL PLANTING AREAS, THAT WILL EFFECTIVELY CONTROL BROADLEAF AND GRASSY WEEDS, IMMEDIATELY AFTER PLANTING AND PRIOR TO INSTALLATION OF MULCH.
20. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE PERMITS.
21. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
22. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
23. ALL LAWN AREAS TO BE SODDED WITH COMMERCIAL TURF GRASS BLEND, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

LANDSCAPE LEGEND:

- DECIDUOUS SHADE TREES (TYP.)
- EVERGREEN TREE (TYP.)
- ORNAMENTAL SHRUBS (TYP.)
- ORNAMENTAL GRASSES/ PERENNIAL (TYP.)
- GROUNDCOVER (TYP.)

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

RECEIVED
JUL 30 2024
CITY OF SHOREWOOD

TERRAMARK
Landscape Architecture Land Planning
Minneapolis - Chicago . www.terramark.com . ph(612) 557-3755

CONCEPT PUD
LANDSCAPE PLAN

CARRIAGE HOMES
24560 SMITHTOWN ROAD
SHOREWOOD, MN 55331

Revisions:
7.1.2024
7.29.2024

Scale:
1" = 20'-0"

Job No:
2024-29

Date:
5.20.2024

Sheet No:
L-1

Excelsior Fire District

In partnership with the Communities of:

Deephaven-Excelsior-Greenwood-Shorewood-Tonka Bay

24100 Smithtown Road
Shorewood, MN. 55331

✪ kmurphyringate@excelsiorfire.org ✪952-960-1692

August 6, 2024

Tony & Amy Denman
26275 Smithtown Road
Shorewood, Mn 55331

Re: 26275 Smithtown Road Development

Dear Applicant,

I have reviewed the plans for the construction of the26275 Smithtown Road Development.

Please make sure that the following issues are addressed as you complete your project. The list below is based on a review of the plans received by the City of Shorewood , but not limited to, the review of future submitted plans, tests conducted, or items found during the construction process.

Emergency Vehicles Access

- Access for emergency vehicles must be maintained at all times.
- “No Parking Fire Lane ” signs must meet the requirements of Appendix D, Fire Apparatus Access Road of the Minnesota State Fire Code.
- Paint all the Fire Lane curbs yellow.
- To always assure access for Fire Apparatus and other emergency vehicles, please advise concrete companies, vendors, sub-contractors , delivery companies, and landscapers not to block access to the site or any hydrants regardless of their location.

During Construction

- The dumpster(s) must be placed per the Minnesota State Building Code, Section 304, Combustible Waste Material

Emergency Vehicles Access

- Access for emergency vehicles must be maintained at all times.
- "No Parking Fire Lane " signs must meet the requirements of Appendix D, Fire Apparatus Access Road of the Minnesota State Fire Code.
- To always assure access for Fire Apparatus and other emergency vehicles, please advise concrete companies, vendors, sub-contractors , delivery companies, and landscapers not to block access to the site or any hydrants regardless of their location.

Addressing

Temporary Address During Construction:

- Must be posted on each home under construction as soon as construction begins.
- Numbers must be kept clear of obstructions to help emergency vehicles find the address without delay.
- Should be in a place that it cannot be covered by snow, snow plowing, over growth, bushes, dumpsters, or garbage.
- Note: The address may need to be placed in several areas to be seen by emergency personnel.

Permanent Address Posting:

- A permanent address is required before the residence can be occupied, see below for addressing details.
    - House numbers must be clearly displayed.
    - The address must be visible from the middle of the street during all times of the year and all hours of the day.

- The address numbers must be permanently displayed, i.e., carved, engraved, or mounted.

- Numbers must be a contrasting color with background they will be mounted on or engraved in.

- House numbers must be kept clear of obstructions to help emergency vehicles find the address without delay.

- The address should be in a place that cannot be covered by snow, snow plowing, overgrowth, bushes, garbage or recycle cans stored or pulled to the curb.

- Place mounted address along the road on the property in a place that it is visible and prevents it from being hit by vehicles or damaged by snow plowing.

- Place mounted addresses along the road on the property in a place that will not be blocked by parked vehicles.

- The post should be in close proximity of the driveway so emergency vehicles do not mistake another driveway for that address.

- The post cannot block visibility for outgoing or entering traffic.

- Address markers must be clearly visible from the street in both directions

- The address may need to be placed in several areas to be seen by emergency personnel.

- Consider reflective numbers for the address.

Hydrants

- Hydrants require 3 feet of working space around them at all times, trees, shrubs, perennials, and other landscaping elements shall not impede on the 3 foot perimeter over time.

- Construction vehicles, materials, and workers vehicles must not block existing hydrants at any time.

Fire Prevention and Safety

- Notify the Excelsior Fire District if propane will be used to heat the town homes while they are under construction. Propane tanks and storage must follow NFPA 58 2017 Edition and other affiliated codes and standards.

- Construction site fire extinguishers must be at least 4.5-pounds, shall be mounted and/or secure from tipping, be in plain sight, and assessable during construction. A fire extinguisher is required for each building under construction.

- Construction site fire extinguisher(s) must have a current inspection tag and be assessable at all times.

- Only combustible storage related to construction should be allowed on site.

- Only allow amounts of gasoline, propane, or other fuels related to construction can be stored on site.

Respectfully,



Kellie Murphy-Ringate
Excelsior Fire District Fire Marshal
952-960-1692
Kmurphyriongate@excelsiorfire.org

City of Shorewood

Planning Commission Meeting Item

Item 4A

Title/Subject: **PUD Concept Stage Plans**
Meeting Date: July 16, 2024
Prepared by: Marie Darling, Planning Director
Attachments: Location Map
Engineer's Memo
Applicant's Narrative and Plans
Correspondence received

APPLICANT: **Admark, LLC**
LOCATION: 24560 Smithtown Road
REVIEW DEADLINE: October 1, 2024
COMPREHENSIVE PLAN: Medium Density Residential (6-8 units per acre)
ZONING: C-1 (General Commercial)



REQUEST

This application is a request for a PUD concept stage plan review for a development with seven detached townhouses, also called villas, carriage homes, or small-lot single-family.

The development would allow construction of seven homes on separate lots with each lot accessed by a private drive. Site maintenance would be by an HOA. The lots (one for each home) would be similar to townhouse lots as they would extend a few feet beyond the foundation of each home. The homes proposed would be one or two levels above grade and some may have basements.

PUBLIC NOTICE

Application notice (postcard) was sent to all properties within 750 feet of the property upon receipt of a complete application. Notice of the public hearing was published in the official newspaper and mailed to all property owners at least 10 days prior to the public hearing.

BACKGROUND

Property Information: The lot was created as part of the Auditors Subdivision No.133 recorded in 1924. The lot was part of a lot that was further subdivided prior to modern record-keeping. The city has no history of structures on the property except the accessory structure show on the survey that would be removed. The parcel is just under 1 acre (.95 acres or 41,548 square feet). There are no

wetlands, 100-year floodplain, or shoreland overlay district on the property. The site contains mature trees and is subject to tree preservation. There is approximately 22 feet of grade change between the north (lowest) and the south (highest) ends of the property.

Neighborhood: The property to the north is Gideon Glen, a public park. The parcels to the east are guided and zoned for commercial uses (C-1) and are developed with a small apartment building and a car repair business. The properties to the south are within the Minnetonka Country Club PUD and subdivision and are developed with single family homes. The property to the west is guided for medium density residential, currently zoned R-1C (which will be amended at a later date to implement the comprehensive plan) and contains a single-family home.

Application Discretion: Requests for PUD's and rezoning to PUD are part of the legislative role for the Planning Commission and City Council. These types of requests have rules that apply broadly and have the most discretionary review.

APPLICANT'S PROPOSAL

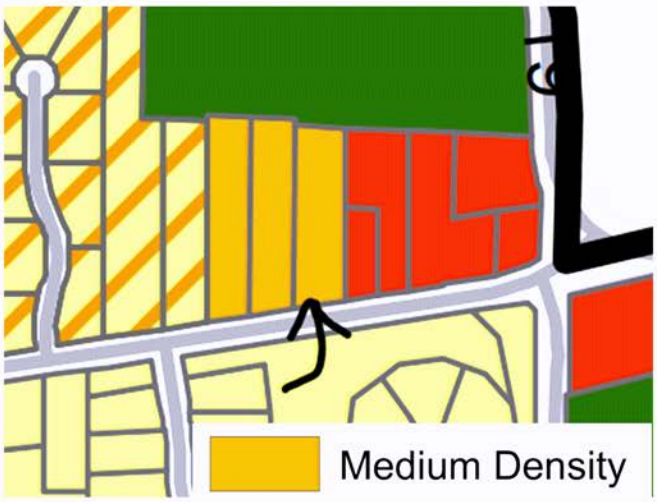
The applicant's proposal would be to subdivide the property into seven lots for small lot single-family homes. The homes would vary in size from 1,200 to 1,800 square feet and have 2 or 3 bedrooms. They are attempting to target sales of the units at about $500,000 per home, although that price will vary based on construction and site development costs.

The dwellings would have a two-car attached garage and may have either a basement or an upper story. The homes on lots 1-5 would have large windows and doors on the rear side of the home but wouldn't have decks or patios out the back. The applicant is considering adding a screened porch within the existing footprint to give buyers outdoor spaces. Lots 6 and 7 would have decks. The subdivision would have a homeowners' association that would maintain the landscaping, common spaces, private utilities, and other shared areas, etc. The HOA would also arrange the maintenance through one landscaper, one snowplow service and one trash hauler. The applicant proposes to attract buyers to the site that want the convenience and privacy of home ownership in a neighborhood within walking distance to restaurants and parks but without the maintenance responsibilities.

ANALYSIS

Compliance with the 2040 Comprehensive Plan.

After the Smithtown Road redevelopment study was completed in 2012, the property was guided Low-to-Medium Density residential in the 2030 Comprehensive Plan. The 2040 Comprehensive Plan has re-guided this property and two parcels to the west to medium density residential (6-8 units per acre). See graphic to the right. The higher density land use on the site functions as a transition and buffer between the higher traffic



Graphic produced by City of Shorewood staff

commercial areas and County Road 19 to the east and the lower density residential properties to the west.

Land Use: The site has .95 acres. When considering density of 6-8 units per acre, the applicant can provide a development of either six or seven homes on the parcel. The proposed development of seven homes is consistent with the density indicated by the land use plan. The applicant has chosen to provide the required density by providing small footprint, detached villas (carriage homes) instead of townhouses or apartments. Any of the three types of land uses could be used to implement the allowed density range. Each has advantages and disadvantages. Single-family homes have the potential to allow light into the structure from all sides. They can absorb the grade change on the site between the units, with less fill brought into level larger building pads required for townhouses or apartments. However, they require a private street to provide access and separate utility connections to each unit instead of a driveway and shared utilities and the detached villas take up more of the property than an apartment or townhouse structure.

Planned Unit Development

The applicant is proposing to rezone and develop the property with a Planned Unit Development (PUD) although the rezoning request will be combined with the PUD development stage plan application. A PUD is a custom zoning district which could allow innovations in design, higher standards of site and building design, preservation, and enhancement of desirable site characteristics, and allow for variations in setbacks, lot area and yards within the project.

Rezoning the property to PUD would allow the applicant to propose flexibility that is not possible under a standard zoning district. For this development, the flexibility requests include the following requests:

Private street: A development under a regular zoning district would limit the number of homes on a private drive to three. Private streets are common in townhouse or twin-home developments with shared common open space and Shorewood has many examples of townhouse developments where this has been done. Because this proposed development is a hybrid single-family/townhouse design and would have similar shared maintenance with an HOA, the private drive appears acceptable. The street would be designed to fire code standard and is shown at the required width.

The city would not need to maintain the roadway but may need to maintain the utilities underneath the roadway. An encroachment agreement would be needed to provide public utilities under a private street.

Staff note that there is typically no parking allowed on private streets/fire lanes and no parking is permitted on Smithtown Road. There are no spaces for guest parking, so driveways must be used for guest parking spaces.

Reduced area per home: In order to create the required density, a development on this property would not be able to provide the typically allowed lot area per dwelling in standard zoning districts even when considering the entire site. The applicant is proposing 5,900 square feet with the seven homes shown, when considering the size of the entire lot. The proposed lot area per unit would not be consistent with

any of the single-family zoning districts, however, the R-3B zoning district does allow developments with 3,500 square feet of lot area per dwelling, but for multiple family dwellings.

The City is currently considering what code changes are appropriate to the R-3 zoning districts to implement the medium and high density land use designations and will likely be formally reviewing amendments at a public hearing later this fall. In order to achieve the required densities they will need to include lower lot areas per unit to achieve the necessary density in areas with the medium and high density designations. As a result, staff find the lower lot area per unit acceptable.

Lesser setbacks. Staff has provided the direction from the PUD section of the zoning regulations for your use:

Section 1201.25. (PUD) Subd. 4 m. Setbacks.

(1) The front and side yard restrictions at the periphery of the Planned Unit Development site at a minimum shall be the same as imposed in the respective districts recognizing surrounding use and zoning.

(2) No building shall be located less than 15 feet from the back of the curb line along those roadways which are part of the internal street pattern.

(3) No building within the project shall be nearer to another building than one-half the sum of the building heights of the two buildings, giving due consideration to solar access. (with the applicant's design, that would vary between 20 and 25 feet)

The applicant proposes setbacks of:

- 30 feet from the south property line adjacent to Smithtown Road (consistent with the R-1D, R-3A and R-3B zoning districts)
- 15 feet to the private drive from the garage but the homes on lots five and seven are shown closer to the private drive (flexibility needed)
- 10 feet between the units (flexibility needed)
- 45 feet to the north property line (consistent with most districts)
- 10 feet from the west property line for lots 1-5 and five feet for lot 6 (flexibility needed)
- About 30 feet from the east property line for lot 7 (consistent with all districts)

With a detached product, the applicant would not be able to provide the setbacks identified in the 1201.25 Subd. part (3) above and meet the required density.

Regarding the setback from the west property line, the applicant is requesting the ability to consider this a side-yard, similar to how the yard would be interpreted if the site were developed with one or two-family structures rather than as a rear lot opposite the private drive. As mentioned previously, the rear elevation of the homes is proposed to have large windows but no patio doors. A front entry patio of nine feet by 10 feet is proposed to give each family some outdoor area and the applicant is also considering converting part of the main floor area to screen porch for the same reason. With this design, staff finds the 10-foot setback would be functional and the entirety of the 10 feet could be landscaped.

Concerning the setback from the west property line for lot 6, staff are concerned that the five-foot setback is too close to allow for any landscaping between the home and the property line. Consequently, staff recommend the applicant alter the home design of lots 6 and 7 to create a twinhome on that end of

the development. That would allow for greater setback from the west property line. Some of the space could also increase the distance between the turnaround and the home on lot 7, which could provide more privacy as the turnaround is likely going to be close to the primary bedroom.

Regarding the setback between the units, some flexibility is needed for setbacks to be able to provide a development that approaches the minimum density, especially to part (3), which would require side setbacks of about 20 feet between the homes (depending on the type of height of the homes selected).

In recent developments, the following setbacks were provided between villa homes:

> Walnut Grove Villas: 20 feet (developed with two units per acre)
> Minnetonka Country Club: 15 feet between units (developed with about 2 units per acre for the overall development)

To lessen the impact of the lesser setback the applicant is proposing to limit basement options to those properties that have lookout or walkout basements so that egress pits would not be necessary between the units and the area between the homes can be landscaped.

The Planning Commission may also consider requiring a lower building height to increase the likelihood of solar access between the units.

Impervious surface coverage: Section 1201.03 Subd. 2 u. allows residential properties outside the shoreland districts to have a maximum of 33 percent impervious surface coverage. The applicant is proposing about 58%. Some flexibility on impervious surface coverage will likely be necessary whether the applicant is approved for detached villas, townhouse structures or apartments due to the greater requirements for structure size, private drives, parking areas, etc. The applicant would be required to provide treatment, volume and rate control for all the hard surfaces on the site and design the site to mitigate impacts of surface water run-off on the adjacent properties regardless of the amount of impervious provided.

Other Site Details:

Design of the homes: The applicant has provided a design that appeals to many empty-nesters but has not proposed an age-restricted development. The main level has the majority of the living area with the lower level providing additional bedrooms and gathering spaces. The design is in keeping with the architectural trends found in Shorewood and the metro area.

Staff note that the garages (20 feet by 20 feet) provided and the driveways are short (15 feet). While the sizes meet the ordinance requirements, many homeowners in Shorewood have larger vehicles which would be difficult to accommodate, especially as the development provides no guest parking. As a result, staff recommend a condition that the HOA documents must specify that the garages must be kept clear of stored items so that at least one vehicle stored within the garage, even if its at an angle.

Traffic: The development of detached townhouses is likely to produce between seven and 10 trips per day per home. Smithtown Road is a major collector roadway and can adequately accommodate the additional trips.

The proposed driveway would be about 600 feet from the intersection of County Road 19 and Smithtown Road. There are occasional backups during peak hours from the light at the intersection of Smithtown and County Road 19, but they tend to clear quickly and the use is a low traffic generator. Consequently, this development is not likely to be a cause of negative traffic impacts.

Utilities: The site has access to sewer and water in Smithtown Lane. Water should be adequate to serve the property. Because of the drop in grade across the site, the applicant will have to provide more information showing that they can provide gravity sewer to the rear lots. The applicant removed one home from the request and the site plan to conform to the density range and in doing so, pulled the northerly homes 30 feet further south and improved the likelihood of being able to provide gravity sewer. More information will need to be provided with the second stage of the PUD process and preliminary plat.

Stormsewer: The applicant proposes to provide two infiltration basins and an underground vault to provide for stormwater treatment and rate/volume control of storm water run-off. The south side of the site is the highest, so with subsequent stages of the PUD process, the applicant will need to provide documentation showing that the features they have provided will conform to city and watershed regulations.

Tree preservation: There are 14 trees on the site and the applicant proposes to remove all of them. They propose to provide 15 deciduous trees and 13 conifers, where the preservation policy would require a maximum of eight trees on the site based on its size. The applicant has proposed more trees than required by the tree preservation policy to enhance the livability of the subdivision. There are three good maples on the site and the remaining trees are either dying, damaged or in pool health. Because there are a number of maples on the site now, staff would recommend the application provide at least four long-lived, hardwood maples back on the site, with the remainder of the trees selected for tolerance to this climate zone.

The applicant has proposed to provide an ornamental metal fence around much of the development. Staff would recommend the applicant consider working with the adjacent property owner to replace the existing wood fence with another privacy fence along the northeast corner of the property line to buffer the homes against the activity of the car repair shop next door.

Park dedication: With the next phase of application, the Park Commission will review the request to determine if the park dedication should be in the form of fees ($7,500 per lot) or land dedication (8% or about 3,300 square feet). The Comprehensive Plan doesn't indicate any additional land needed to expand Gideon Glen park.

Snow storage: The site has limited areas for snow storage. The applicant moved some of their proposed trees further from the end of the turnaround so that area could be utilized and could also use the front

yards for storage. However, in heavy snow years, the homeowners' association may need to truck out their snow.

What are the next stages of the development process?
To complete the City review process, the applicant must apply for and receive approval of:

- PUD Development Stage Plan to design the development and Preliminary Plat to subdivide the property.
- PUD Final Stage Plan to finalize the development details and a Final Plat to complete the subdivision of the property and create a development agreement for the subdivision.
- A variety of easements and agreements would be required as would a number of permits from other agencies.

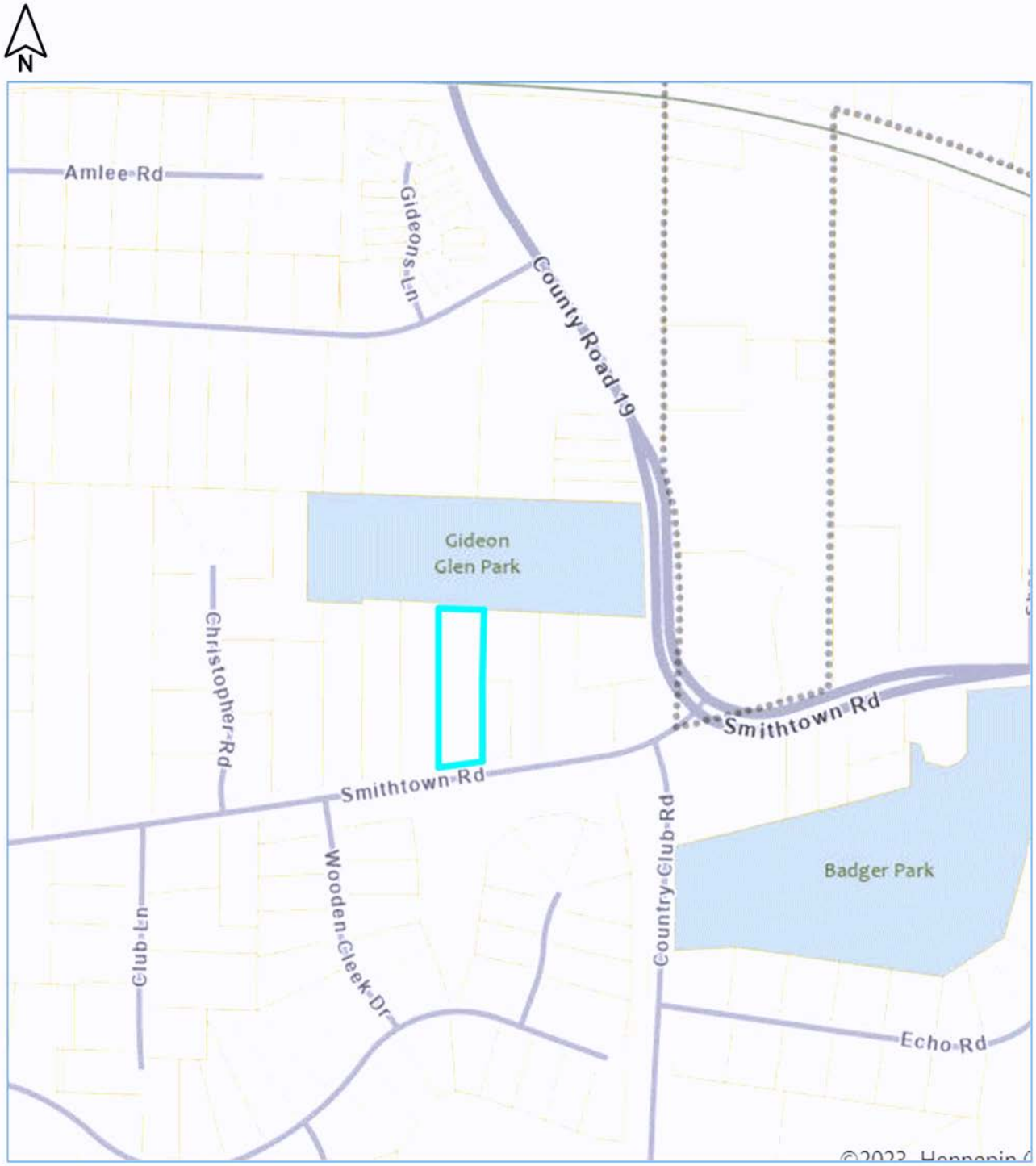
FINDINGS/RECOMMENDATION

As pointed out earlier in the report, the Commission has much discretion with this type of application. Based on the ability of the plan to implement the 2040 Comprehensive Plan's land use plan, staff would recommend approval, subject to a few conditions and changes to the site, as identified below:

1. With the next phases of development, the applicant shall submit plans and materials as required by the zoning and subdivision regulations and the attached Engineer's memo, including a grading plan, utility plan and a storm water management plan and calculations.
2. The applicant should consolidate the units on lots 6 and 7 into a twin home to provide greater setbacks from the side property line and the turnaround.
3. Details on the amount of material proposed to be imported/exported to/from the site and haul routes provided. Amounts greater than 100 cubic yards imported or 400 cubic yards exported must be specified with the application for PUD development stage plan.
4. Amend the landscaping plan to provide more detail on the trees planted (size consistent with the tree preservation policy) and to include four long-lived maples on the site (sugar, red, etc.)
5. The applicant must provide an executed encroachment agreement for private utilities under a public street and a development agreement with later stages of the development.
6. The applicant will need to provide revised site drawings showing where the decks for lots 6 and 7 would be located and that the decks would be within the property lines for each lot.
7. Basement options may only be provided for lots where egress wells are not needed for basement bedrooms.
8. The applicant should consider working with the adjacent property owner to the east to replace the wood fence with a new privacy fence.
9. The HOA documents must include responsibility for maintenance of common areas including the storm water features, private drives and all landscaping. Additionally, the HOA documents must also include language requiring the garages to be kept clear of storage items so that a minimum of one-car may be stored within and vehicles parked on the driveway can't hang into the fire lane. Finally, the documents shall specify the development shall have one trash/recycling hauler, one snowplow/landscaping company, etc. for the entire development.

Aerial photos and graphics are courtesy of Hennepin County unless otherwise noted.

24560 Smithtown Road Location Map



July 10, 2024

Marie Darling, Planning Director
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Re: 24560 Smithtown Road – Concept PUD Development

Dear Ms. Darling:

The following documents were submitted for review:

- Shorewood Planning/Subdivision Application, signed 5/21/2024
- Revised Concept PUD Development Narrative, received 7/3/2024
- Villa Homes Elevation and Floor Plans, prepared by Autumn Design, dated 5/7/2024
- Exhibit of Zoning within 1,000 feet of site
- Alta/NSPS Land Title Survey, prepared by Egan, Field, & Nowak, Inc., dated 5/19/2022
- Revised Concept PUD Plan, prepared by Terramark, dated 7/1/2024
- Revised Concept PUD Landscape Plan, prepared by Terramark, dated 7/1/2024
- Tree Preservation Plan, prepared by Terramark, dated 5/19/2024
- Side and Rear Elevation Exhibits

Barr Engineering Co.'s (Barr's) review included the documents listed above and has generated the following comments:

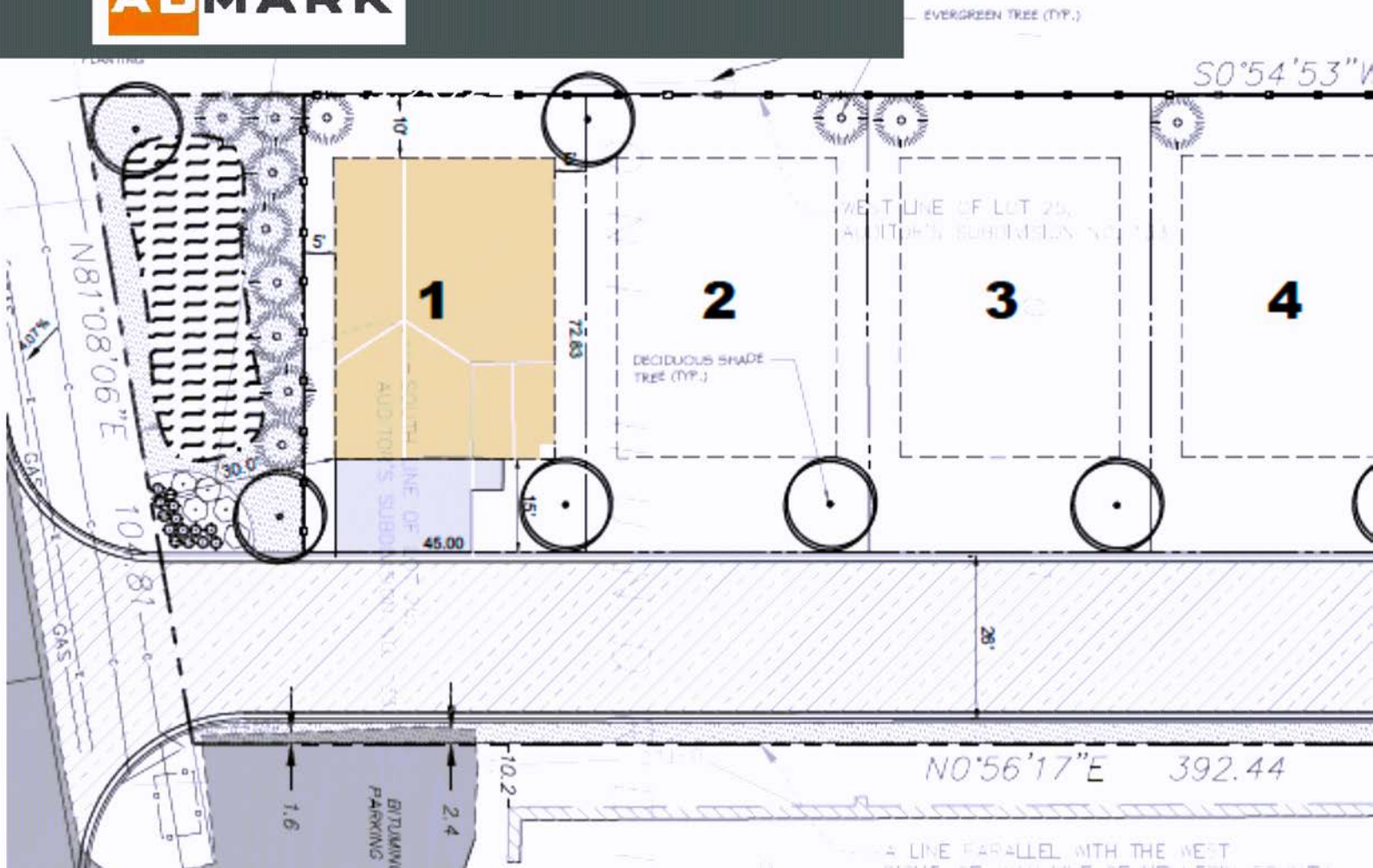
1. Clarify public, common space, and/or outlot areas within the parcel, including a summary of areas as well as anticipated total impervious surfaces.
2. Show required setbacks on concept PUD plan.
3. Provide concept utility plans for water main and services, sanitary sewer and services, and stormwater drainage.
    a. Based on the revised Concept PUD Plan, it appears that the northern units could feasibly have sanitary sewer drainage by gravity to Smithtown Road. This should be confirmed by the design engineer.
    b. Clarify types of stormwater management practices (e.g. filtration, infiltration) and provide soils data and/or soil borings to support the selected practices.
    c. Based on the grades on the site, it's unclear if it will be feasible to route stormwater to the south basin.
    d. The proposed stormwater vault must be capable of structurally supporting the weight of fire lane and vehicles.
    e. Submit a fire protection plan for the proposed development.
4. The site has significant grade change from end to end. Clarify if retaining walls or significant fill (>10' feet) is proposed for the development.
5. Clarify proposed areas for guest parking.

6. The revised Concept PUD Plan appears to provide more open space for snow storage. There is still limited space available for snow storage. The design engineer should continue to consider snow storage areas as the site design is advanced.

CONCEPT PUD DEVELOPMENT

24560 smithtown rd.

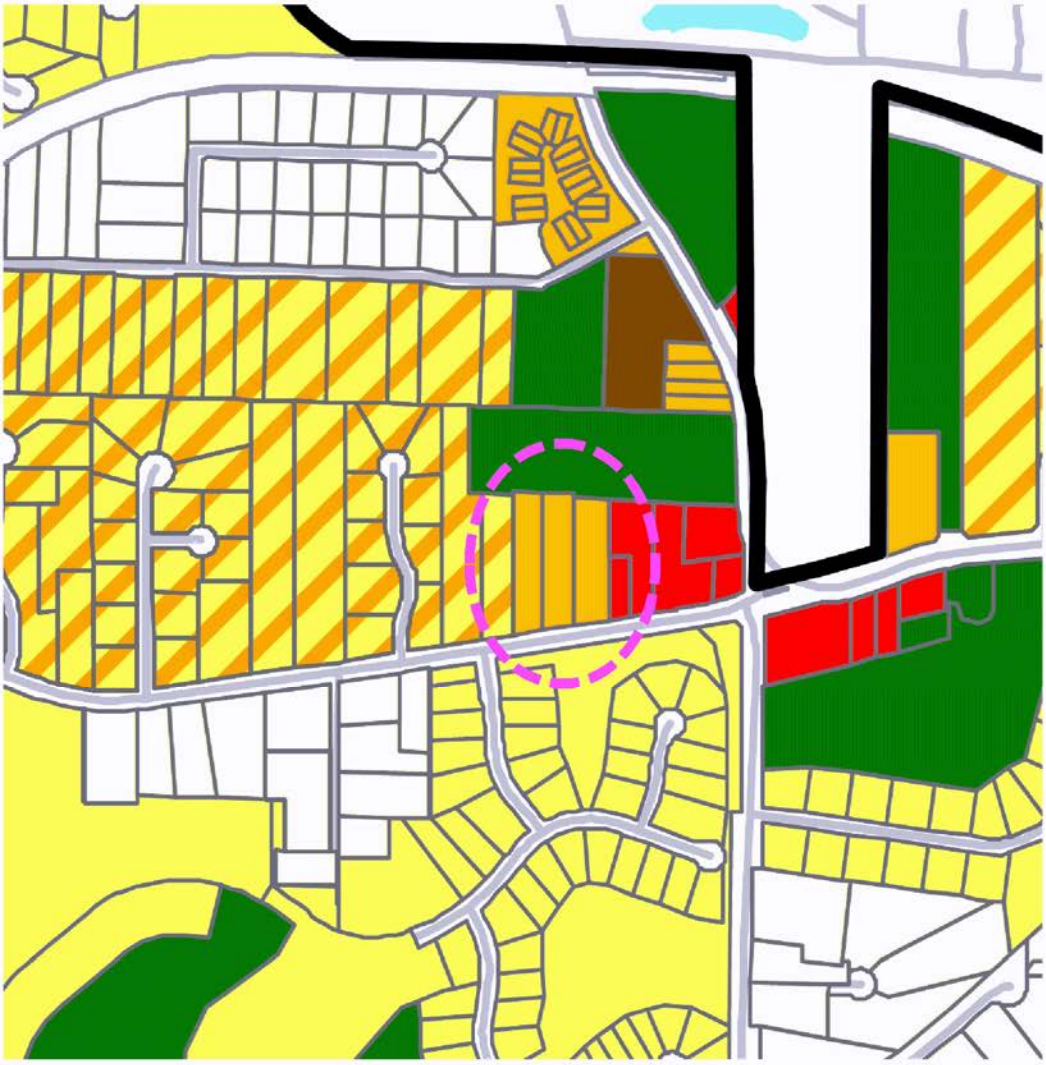
ADMARK



Admark PUD - Concept Development

BACKGROUND

Admark, LLC recently acquired the property located at 24560 Smithtown Road from the American Legion Post #259. Admark is interested in developing the property in a manner consistent with the City of Shorewood's 2040 Comprehensive Plan. This property is currently zoned C-1 General Commercial and is guided by the Comprehensive Plan as Medium Density Residential (6-8 units per acre). The guidance of this property to medium density is unique to this area and should compel a distinctive design approach and product type compared to recent developments on nearby properties zoned and guided for low or minimal density residential.

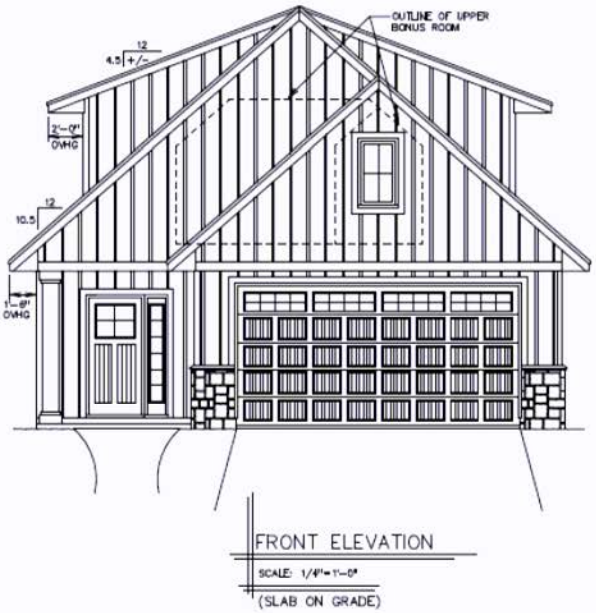


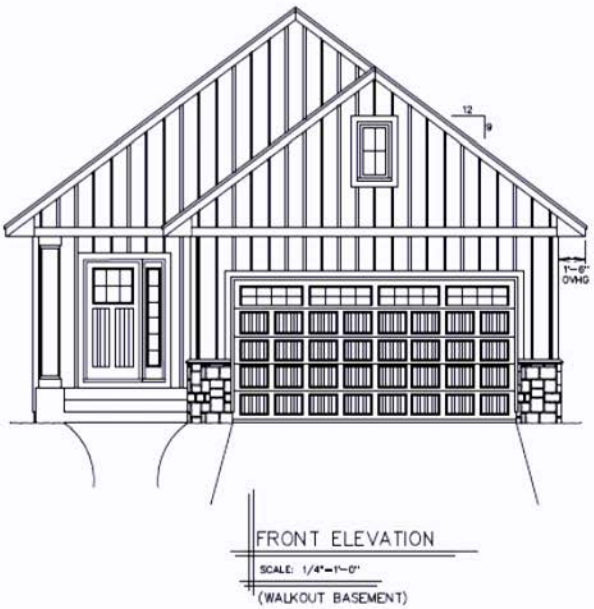
PROPOSAL

Admark recognizes an opportunity to develop a medium density detached product that is in keeping with the Smithtown Road Corridor Planning Document and the Comprehensive Plan. We are looking to develop our property in a manner that complements the surrounding properties, provides a reasonable transition between the commercial and lower density residential properties and captures the geographic advantage of this property due to the walkable proximity to parks, schools, restaurants, civic buildings and other commercial services. The proposed community within the community would incorporate a comprehensive homeowners association responsible for the maintenance of all common spaces, private utilities, infrastructure, landscaping and other public spaces.

DEVELOPMENT DATA

Homes: The development would include seven (7) carriage home lots. The proposed homes would range in size between approximately1,200 -1,800 square feet with 2-3 bedrooms. Homes would have a 2-car garage with basements and 2nd story option.

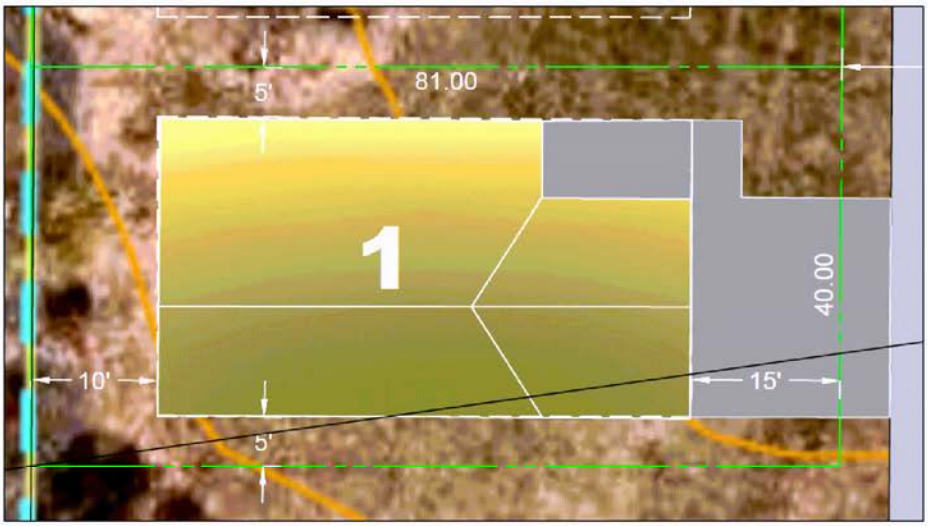




Lots:

Seven (7) lots
Lots would have approximately 5,000 SF of area per unit
Front Yard - 15' (to allow off-street parking)
Rear Yard - 10'
Side Yard - 5' (10' minimum between homes)
Density - ~ 7 units per acre

TYPICAL LOT PLAN:



Landscaping

Landscaping would include buffering of the neighboring properties, decorative and ornamental planting and berming/buffering along Smithtown Road.

Other Key Points:

Admark is interested in connecting this development to surrounding amenities and would work with the City to extend sidewalk connections where feasible. This would include a sidewalk connection to the existing sidewalk at the American Legion property on the north side of Smithtown Road as well as a connection to Gideon Glen Park from this property.

Admark is also interested in developing a product that maximizes the potential obtainability for as many residents/buyers as possible by creating a high-quality/value development. The proposed homes would be smaller than

other similar “villa” home products that are being developed or have recently been developed in Shorewood.

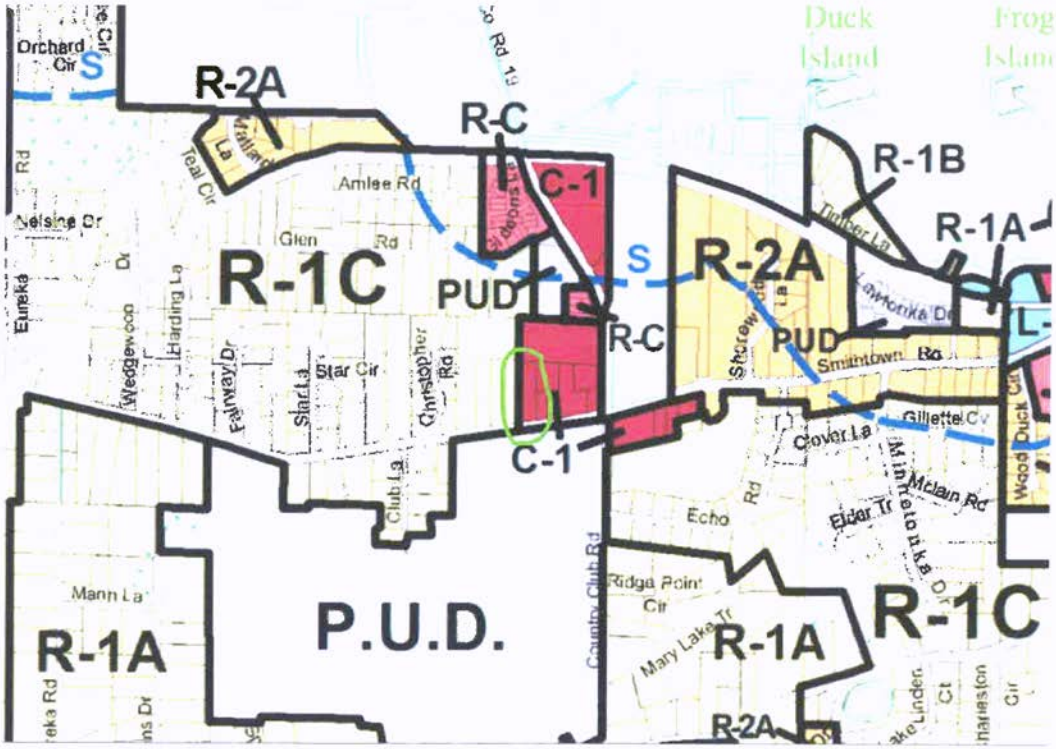
There are several additional considerations that should be noted relating to the proposed development:

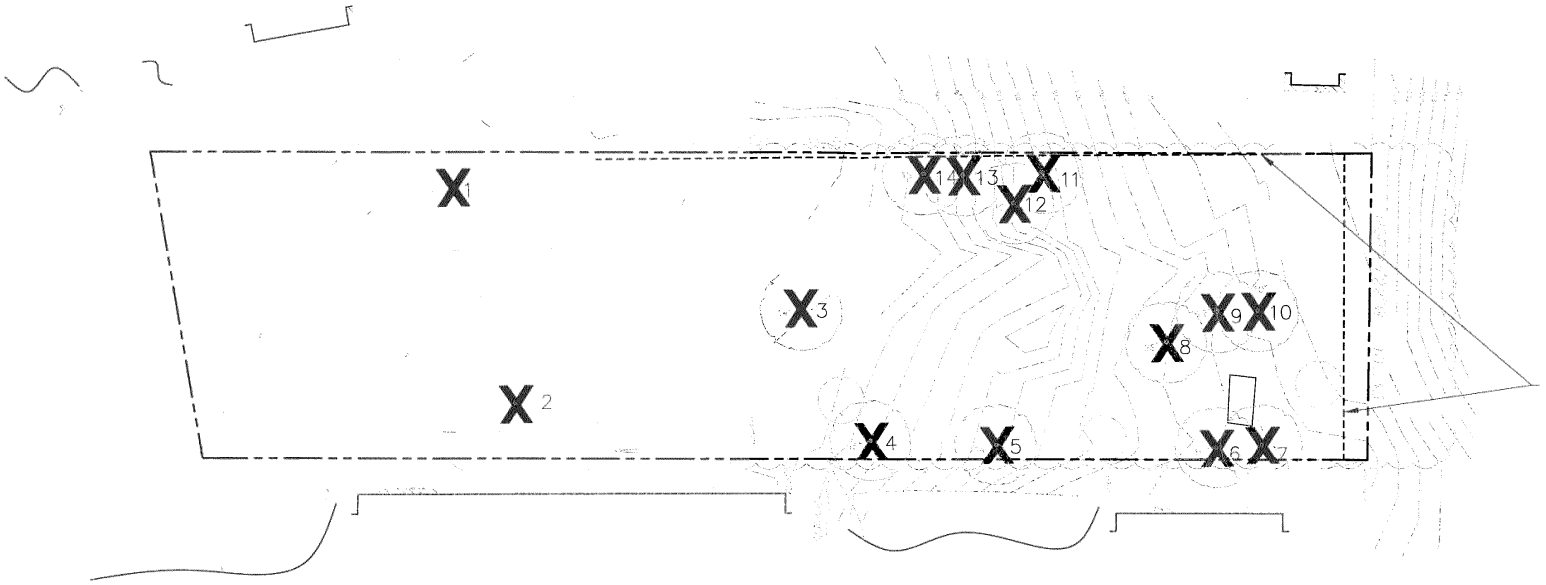
- This site is approximately 100 feet wide (this is typical of the 8 lots on this block), and any redevelopment would require some relief from applicable standards to allow homes (either multi-family attached or detached) that have a reasonable depth. The proposed depth is already somewhat reduced from what would be considered “normal” by most standards and the homes would be designed to “fit” the site accordingly.

- The proposed private driveway is 26’ wide which would meet applicable fire code requirements. A private driveway would not require city maintenance and would be the responsibility of the HOA for the development.

- 10 feet between structures is a common building separation that allows the development to meet requisite density requirements while providing adequate separation between properties. The building separation would establish detached *carriage homes* which is a smaller product that has not been developed in Shorewood (similar to attached townhomes that are fully separated rather than connected). We explored an attached product; however, that product creates interior units that would only have windows on the front and back sides. This configuration does not provide as much natural light in the units and are arguably not the best choice to accommodate a high-quality living environment.

ZONING WITHIN 1,000 FEET





GENERAL PRESERVATION NOTES:

ALL TREES SHOWN ON THIS PLAN TO BE RETAINED SHALL BE PROTECTED DURING ALL PHASES OF DEMOLITION/CONSTRUCTION WITH TEMPORARY FENCING. IT SHALL BE THE GENERAL CONTRACTORS RESPONSIBILITY TO COORDINATE WITH LANDSCAPE CONTRACTOR.

TREE PROTECTION FENCES SHALL BE INSTALLED PRIOR TO THE COMMENCEMENT OF ANY SITE PREPARATION WORK (CLEARING, GRUBBING OR GRADING). CLEARING SHALL BE DONE BY HAND.

FENCES SHALL COMPLETELY SURROUND TREE OR CLUSTERS OF TREES; SHALL BE LOCATED 5' FROM THE OUTERMOST LIMITS OF THE TREE BRANCHES (DRIP LINE); AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION BY CONTRACTOR. PROJECT IN ORDER TO PREVENT THE FOLLOWING:

- SOIL COMPACTION IN THE ROOT ZONE AREA RESULTING FROM VEHICULAR TRAFFIC OR STORAGE OF EQUIPMENT OR MATERIALS.
- ROOT ZONE DISTURBANCES DUE TO GRADE CHANGES (GREATER THAN 6 INCHES CUT OR FILL) OR TRENCHING.
- OTHER ACTIVITIES DETRIMENTAL TO TREES SUCH AS CHEMICAL STORAGE, CEMENT TRUCK CLEANING, AND FIRES.

WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN A FENCE BEING CLOSER THAN 4 FEET TO A TREE TRUNK, PROTECT THE TRUNK WITH STRAPPED-ON PLANKING TO A HEIGHT OF 8 FEET (OR TO THE LIMITS OF LOWER BRANCHES) IN ADDITION TO THE REDUCED FENCING PROVIDED.

WHERE ANY OF THE ABOVE EXCEPTIONS RESULT IN AREAS OF UNPROTECTED ROOT ZONES (UNDER DRIP LINES), THOSE AREAS SHOULD BE COVERED WITH 4 INCHES OF ORGANIC MULCH TO MINIMIZE SOIL COMPACTION.

ALL GRADING WITHIN PROTECTED ROOT ZONE AREAS SHALL BE DONE BY HAND OR WITH SMALL EQUIPMENT TO MINIMIZE ROOT DAMAGE. PRIOR TO GRADING, RELOCATE PROTECTIVE FENCING TO 2 FEET BEHIND THE GRADE CHANGE AREA. NO ROOT OVER 1 INCH DIAMETER WILL BE CUT.

ANY ROOTS EXPOSED BY CONSTRUCTION ACTIVITY SHALL BE PRUNED WITH A CLEAN CUT FLUSH WITH THE SOIL. BACKFILL ROOT AREAS WITH GOOD QUALITY TOP SOIL IMMEDIATELY. IF EXPOSED ROOT AREAS ARE NOT BACKFILLED WITHIN 2 DAYS, COVER THEM WITH ORGANIC MATERIAL IN A MANNER WHICH REDUCES SOIL TEMPERATURE AND MINIMIZES WATER LOSS DUE TO EVAPORATION.

PRIOR TO EXCAVATION OR GRADE CUTTING WITHIN TREE DRIP LINES, MAKE A CLEAN CUT BETWEEN THE DISTURBED AND UNDISTURBED ROOT ZONES WITH A ROCK SAW OR SIMILAR EQUIPMENT TO MINIMIZE DAMAGE TO REMAINING ROOTS.

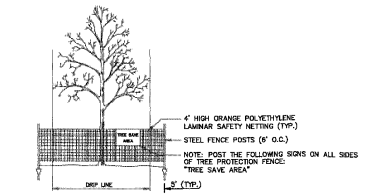
TREES MOST HEAVILY IMPACTED BY CONSTRUCTION ACTIVITIES SHOULD BE WATERED DEEPLY ONCE A WEEK DURING PERIODS OF HOT, DRY WEATHER. TREE CROWNS SHOULD BE SPRAYED WITH WATER PERIODICALLY TO REDUCE DUST ACCUMULATION ON THE LEAVES.

NO LANDSCAPE TOPSOIL DRESSING GREATER THAN 4 INCHES SHALL BE PERMITTED WITHIN THE DRIP LINE OF TREES. NO SOIL IS PERMITTED ON THE ROOT FLARE OF ANY TREE. GRADING LIMITED TO 3 INCH CUT.

PRUNING TO PROVIDE CLEARANCE FOR STRUCTURES, VEHICULAR TRAFFIC AND EQUIPMENT SHALL TAKE PLACE BEFORE CONSTRUCTION BEGINS.

ALL PRUNING MUST BE DONE ACCORDING TO RECOGNIZED, APPROVED STANDARDS OF THE INDUSTRY (REFERENCE THE NATIONAL ARBORIST ASSOCIATION PRUNING STANDARDS FOR SHADE TREES) BY A CERTIFIED ARBORIST AND SHALL BE APPROVED AND SUPERVISED BY OWNERS REPRESENTATIVE OR PROJECT URBAN FORESTER.

DAMAGE TO TREES OR ANY NATURAL RESOURCE DUE TO CONTRACTOR'S NEGLIGENCE DURING THE CONSTRUCTION PHASE SHALL BE APPRAISED BY THE OWNER'S REPRESENTATIVE AND ORDERED, REPAIRED, REPLACED, OR COMPENSATED.



A TREE PROTECTION FENCE
NTS

SHOREWOOD TREE PRESERVATION NOTES

A. CONTACT THE CITY PLANNING DEPT. AT (952) 474-3236 TO ARRANGE A PRE CONSTRUCTION CONFERENCE WITH THE CITY ZONING ADMINISTRATOR PRIOR TO ANY LAND DISTURBANCE.

B. ALL TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO BUILDING CONSTRUCTION.

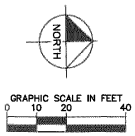
C. CONTACT THE CITY OF SHOREWOOD PLANNING DEPT. AT (952) 474-3236 FOR A SITE INSPECTION UPON COMPLETION OF LANDSCAPE INSTALLATION.

PRESERVATION LEGEND

- EXISTING TREE TO REMAIN.
- EXISTING TREE TO BE REMOVED
- SILT FENCE
- TREE PROTECTION FENCING
- UTILITY LOCATION
- CONSTRUCTION MATERIAL AND STOCK PILE LIMITS

TREE PRESERVATION TABLE

Tag No.	Species	Condition	Cal. Inches	Status	Replacement
1	SUGAR MAPLE	GOOD	14	REMOVE	0
2	SUGAR MAPLE	POOR (DECAY)	15	REMOVE	0
3	SIBERIAN ELM	POOR (DECAY)	12	REMOVE	0
4	SUGAR MAPLE	GOOD	8	REMOVE	0
5	SIBERIAN ELM	GOOD	14	REMOVE	0
6	SIBERIAN ELM	GOOD	10	REMOVE	0
7	GREEN ASH	POOR	10	REMOVE	0
8	GREEN ASH	TRUNK DAMAGE	28	REMOVE	0
9	GREEN ASH	POOR/DYING	8	REMOVE	0
10	GREEN ASH	POOR/DYING	10	REMOVE	0
11	SUGAR MAPLE	POOR (DECAY)	26	REMOVE	0
12	SUGAR MAPLE	GOOD	21	REMOVE	0
13	SUGAR MAPLE	POOR (DECAY)	6,6,6	REMOVE	0
14	SUGAR MAPLE	GOOD	18	REMOVE	0



TERRAMARK
Landscape Architecture, P.A.
Minneapolis - Chicago - www.terra-mark.com - p952.697.8700

I hereby certify that I am a duly licensed by the state of Minnesota Landscape Architect under the laws of the State of Minnesota.
Mark L. Kathtess
Date: 05.19.2021 License No. 41559

TREE PRESERVATION PLAN

CARRIAGE HOMES
24560 SMITHTOWN ROAD
SHOREWOOD, MN 55331

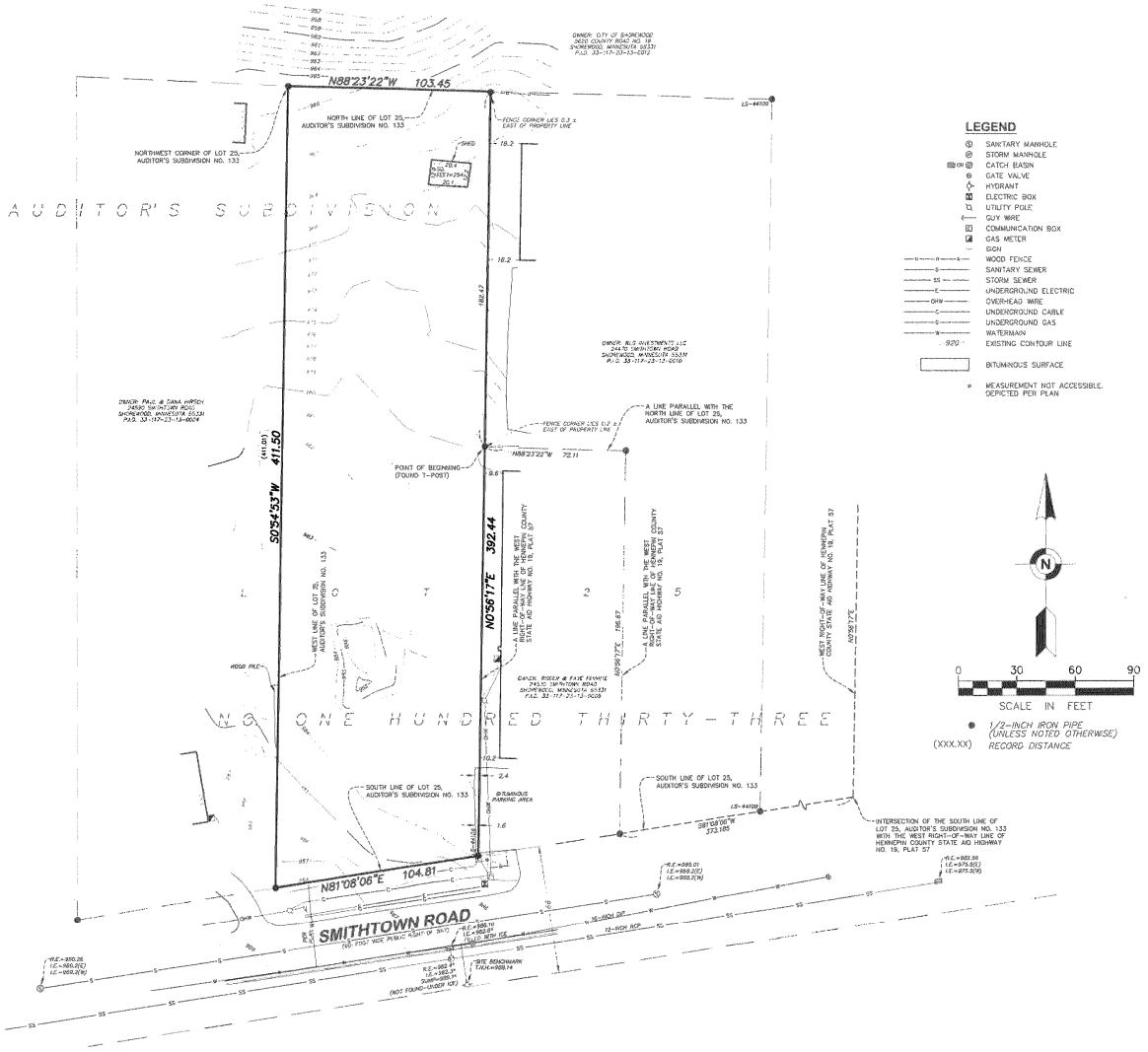
Revisions:

Scale: 1" = 20'-0"

Job No: 2024-29

Date: 5.19.2024

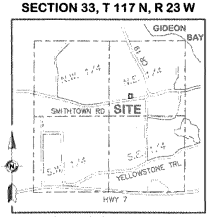
Sheet No: LA-2



LEGEND

- SANITARY MANHOLE
- STORM MANHOLE
- CATCH BASIN
- GATE VALVE
- HYDRANT
- ELECTRIC BOX
- UTILITY POLE
- GUY WIRE
- COMMUNICATION BOX
- GAS METER
- SIGN
- WOOD FENCE
- SANITARY SEWER
- STORM SEWER
- UNDERGROUND ELECTRIC
- OVERHEAD WIRE
- UNDERGROUND CABLE
- UNDERGROUND GAS
- WATERMAIN
- 920 EXISTING CONTOUR LINE
- BITUMINOUS SURFACE
- * MEASUREMENT NOT ACCESSIBLE. DEPICTED PER PLAN

SECTION 33, T 117 N, R 23 W



VICINITY MAP
NO SCALE

ALTA/NSPS LAND TITLE SURVEY FOR:
Kimley Horn & Associates, Inc.

LEGAL DESCRIPTION:

That part of Lot 25, Auditor's Subdivision Number One Hundred Thirty-Three (133), Hennepin County, Minnesota described as follows:

Commencing at the intersection of the South line of said Lot 25 and its Easterly extension with the West right-of-way line of Hennepin County State Aid Highway No. 19, Plat 57, thence Southwesterly along said South line of said Lot 25 and its Easterly extension, a distance of 373.185 feet; thence Northerly, parallel to that part of the West right-of-way line of said Highway Plat lying North of the South line of said Lot 25, a distance of 196.67 feet; thence v Westerly, parallel with the North line of said Lot 25, a distance of 72.11 feet to the point of beginning of the land to be described; thence Northerly, parallel to said West right-of-way line of said Highway Plat, a distance of 182.47 feet to the North line of said Lot 25; thence Westerly along said North line a distance of 103.45 feet to the Northwest corner of said Lot 25; thence Southerly along the West line of said Lot 25 a distance of 411.01 feet to the South line of said Lot 25; thence Easterly along said South line of said Lot 25 to a line drawn Southerly from the point of beginning and parallel with that part of the West right-of-way line of said Highway Plat, lying North of the South line of said Lot 25, thence North along said last described parallel line to the point of beginning.

Being Torrens Property as evidenced by Certificate of Title No. 788511.

GENERAL SURVEY NOTES:

1. The orientation of this bearing system is based on the Hennepin County coordinate grid (NAD 83-2011 Adj.).
2. The legal description and easement information used in the preparation of this survey is based on the Commitment for Title Insurance prepared by Stewart Title Guaranty Company, Commitment No. 21.BB.00350 dated January 21, 2021 at 8:00 A.M.
2. The surveyed property has direct access to Smithtown Road, a public right of way.
3. No evidence of cemeteries, burial grounds or gravesites were observed in the process of conducting the fieldwork.
4. This survey shows only those improvements visible during the field survey, some structures and improvements covered by ice and snow, or underground may not be shown.

OPTIONAL TABLE A ITEMS:

1. Monuments have been placed at all major corners of the surveyed property described hereon, unless already marked or referenced by existing monuments or witnesses in close proximity to the corner.
2. The address of the property described hereon is 24560 Smithtown Road, Shorewood, Minnesota 55331.
3. The property described hereon lies within Flood Zone "X" (areas of minimal flood hazard) per Federal Insurance Rate Map No. 27053C 0314 F, dated November 4th, 2016.
4. The total area of the property described hereon is 41,548 square feet or 0.95381 acres.
5. The contours depicted hereon are per elevation data collected while conducting the fieldwork. The contour interval is 1 foot.

   SITE BENCHMARK: Top nut of hydrant located near the southerly side of Smithtown Road
   Elevation = 988.14 feet. (NAVD 88)

6a. No zoning report or letter was received from the insurer pursuant to Optional Table A Item 6(a), as set forth in the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys.

7a. Exterior building dimensions are depicted hereon.

7b1. The exterior building footprint area at ground level is depicted hereon.

8. Substantial features observed in the process of conducting the fieldwork are depicted hereon.

9. As of the date of this survey the property described hereon contains no striped parking spaces.

11a. Existing utilities, services and underground structures shown hereon were located either physically, from existing records made available to us, by resident testimony, or by locations provided by Gopher State One Call, per Ticket No. 220340648. However, locking excavation, the exact location of underground features cannot be accurately, completely and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. Other utilities and services may be present and verification and location of all utilities and services should be obtained from the owners of the respective utilities prior to any design, planning or excavation.

List of utilities notified per Gopher State One Call Ticket No. 220340648.

CITY OF SHOREWOOD	(952) 292-7023
CENTURYLINK - CTLQL	(877) 366-8344
MCI	(800) 624-9675
CENTER POINT ENERGY	(612) 321-4421
MINNETONKA SCHOOLS ISD #276	(218) 346-8248
MEDIACOM	(845) 443-2840
XCEL ENERGY	(800) 895-4999

13. The names of adjoining owners according to current tax records are depicted hereon.

14. The intersection of Smithtown Road and County Road 19, lies 373 feet easterly of the surveyed property.

16. As of the date of this survey there is no observable evidence of current earth moving work, building construction or building additions on the property described hereon.

18. The plottable offsite easements or servitudes disclosed in documents provided to the surveyor are depicted hereon.

SURVEY ITEMS PER SCHEDULE B:

ITEM 10: Reservation of Minerals and Mineral rights in favor of the State of Minnesota.

ITEM 11: Restrictions, Covenants and Easements of record.

ITEM 12: Utility and Drainage easements on the recorded plat. Plat drawing has been ordered but not received. The company retains the right to make further exceptions based on a review of the Plat Drawing.

There are no dedicated drainage and utility easements on Auditor's Subdivision No. 133.

CERTIFICATION:

To Admark LLC., a Minnesota limited liability company, Clarence Olafer Post No. 259, a Post of the American Legion, a Minnesota Corporation, Riverland Bank, ISAOA and Stewart Title Guaranty Company:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(a), 7(a), 7(b)(1), 8, 9, 11(a), 13, 14, 16, and 18 Table A thereof. The fieldwork was completed on February 10, 2022.

Date of Plat or Map: March 18, 2022.

Eric A. Roeser
Minnesota License No. 47476
eroeser@efnsurvey.com

FIELD BOOK	PAGE	FIELDWORK CHIEF: TV
		DRAWN BY: DAV
DRAWING NAME: 40424.dwg		CHECKED BY: RRR
JOB NO. 40424		
FILE NO.		ER

REVISIONS		
NO.	DATE	DESCRIPTION

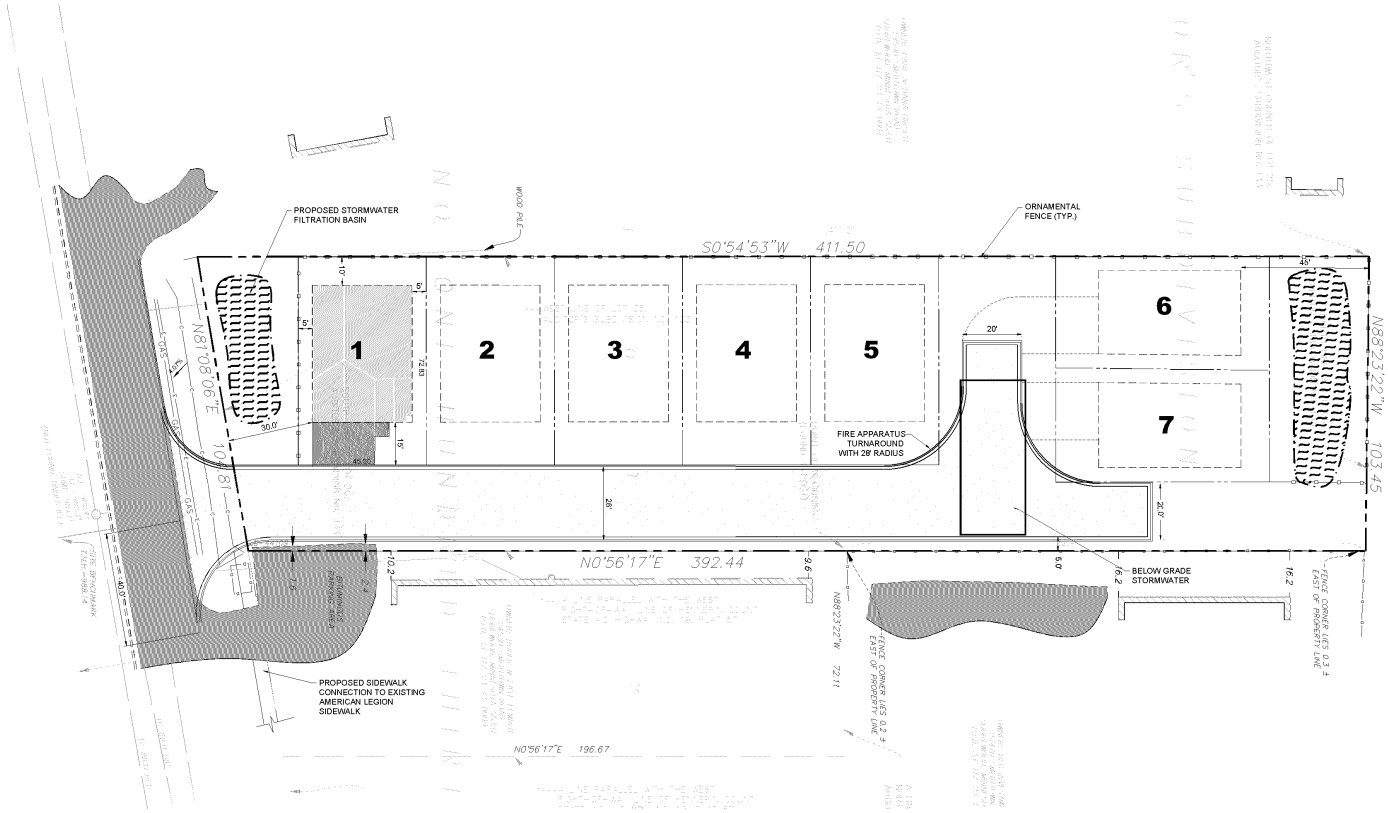
ALTA/NSPS LAND TITLE SURVEY

SURVEY FOR: Kimley-Horn & Associates, Inc.

PROPERTY ADDRESS: 24560 Smithtown Road Shorewood, Minnesota 55331

Egan, Field & Nowak, Inc.
land surveyors since 1872
475 Old Highway 8 NW, Suite 200
New Brighton, Minnesota 55112
PHONE: (612) 466-3300
WWW.EFNSURVEY.COM

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LEGEND

- PROPERTY LINE
- PROPOSED FENCE
- SETBACK LINE
- RETAINING WALL
- EXPOSED FOUNDATION
- PROPOSED CURB AND GUTTER
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED CONCRETE PAVEMENT
- GEORUNNER SCOUR MAT
- PERMEABLE PAVERS

SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY/COUNTY REGULATIONS AND CODES AND O.S.H.A. STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBULES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL INNER CURBED RADII ARE TO BE3 AND OUTER CURBED RADII ARE TO BE 10' UNLESS OTHERWISE NOTED. STRIPED RADII ARE TO BE 5'.
4. ALL DIMENSIONS AND RADII ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
5. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, (UNLESS OTHERWISE NOTED ON PLANS) INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES REQUIREMENTS AND PROJECT SITE WORK SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
7. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM A SURVEY BY EGAN, FIELD & NOWAK,DATED 03/19/2022.

   KIMLEY-HORN ASSUMES NO LIABILITY FOR ANY ERRORS, INACCURACIES, OR OMISSIONS CONTAINED THEREIN.
8. TOTAL LAND AREA IS0.95 ACRES.
9. PYLON / MONUMENT SIGNS SHALL BE CONSTRUCTED BY OTHERS. SIGNS ARE SHOWN FOR GRAPHICAL & INFORMATIONAL PURPOSES ONLY. CONTRACTOR TO VERIFY SIZE, LOCATION AND ANY REQUIRED PERMITS NECESSARY. FOR THE CONSTRUCTION OF THE PYLON / MONUMENT SIGN.
10. CONTRACTOR SHALL REFERENCE ARCH / MEP PLANS FOR SITE LIGHTING AND ELECTRICAL PLAN.

    NO PROPOSED LANDSCAPING SUCH AS TREES OR SHRUBS, ABOVE AND UNDERGROUND STRUCTURES, OR OTHER OBSTRUCTIONS SHALL BE LOCATED WITHIN EXISTING OR PROPOSED UTILITY EASEMENTS AND RIGHTS OF WAY UNLESS SPECIFICALLY NOTED ON PLANS OTHERWISE.
12. REFER TO FINAL PLAT OR ALTA SURVEY FOR EXACT LOT AND PROPERTY BOUNDARY DIMENSIONS.
13. ALL AREAS ARE ROUNDED TO THE NEAREST SQUARE FOOT.
14. ALL DIMENSIONS ARE ROUNDED TO THE NEAREST TENTH FOOT.

SITE DATA:

EXISTING ZONING:	C-1 GENERAL COMMERCIAL
PROPOSED ZONING:	R-6A/B MULTIPLE-FAMILY RESIDENTIAL DISTRICT
COMPREHENSIVE PLAN:	MEDIUM DENSITY RESIDENTIAL (6-8 UNITS PER ACRE)
LOT AREA:	41,346 SF
LOT AREA PER UNIT:	5,200 SF (Lot area without common areas - ~3,500 SF)
BUILDING SETBACKS:	FRONT: 15' SIDE: 5' REAR: 10' SMITHTOWN RD.: 30' NORTH PL: 45

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

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CONCEPT PUD PLAN

CARRIAGE HOMES
24560 SMITHTOWN ROAD
SHOREWOOD, MN 55331

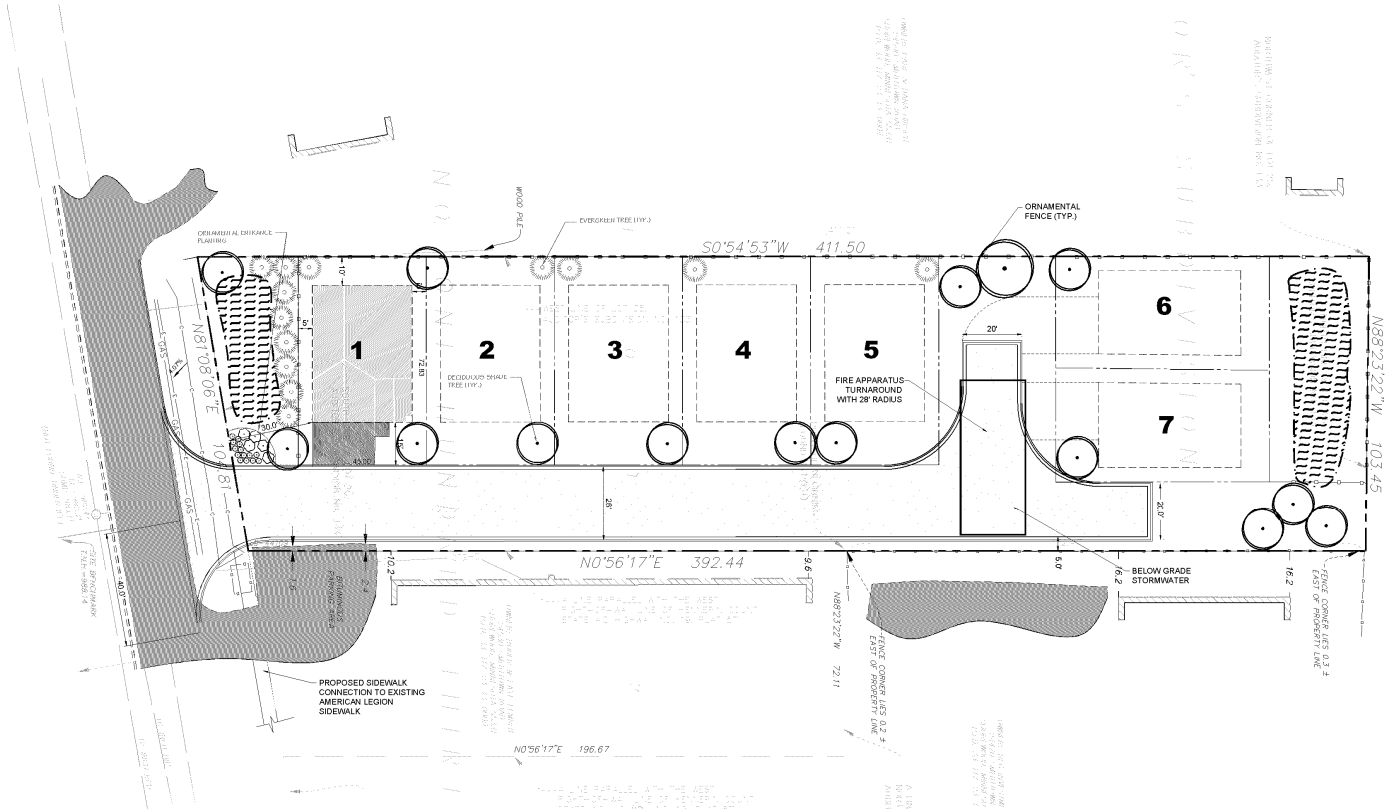
Revisions:
07.01.2024

Scale:
1" = 20'-0"

Job No:
2024-29

Date:
5.20.2024

Sheet No:
SP-1



GENERAL LANDSCAPE NOTES:

1. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR AND SHALL MAINTAIN THE LANDSCAPING FOR 90 DAYS PAST THE FINAL INSPECTION.
2. CONTRACTOR SHALL CONTACT UTILITY LOCATE TO VERIFY LOCATIONS OF ALL UNDERGROUND UTILITIES PRIOR TO INSTALLATION OF AN PLANT OR LANDSCAPE MATERIAL.
3. LANDSCAPE CONTRACTOR TO CONTACT LANDSCAPE ARCHITECT PRIOR TO ORDERING PLANT MATERIAL.
4. FINAL LOCATION OF ALL PLANTING SHALL BE DETERMINED IN THE FIELD BY THE OWNER'S REPRESENTATIVE.
5. NO PLANT MATERIAL WILL BE INSTALLED UNTIL ALL GRADING AN CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
6. ANY MODIFICATIONS TO PLANTING LAYOUT, PLANT MATERIALS, ETC. SHALL BE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER PRIOR TO EXECUTION.
7. SIZE AND GRADING STANDARDS OF PLANT MATERIAL SHALL CONFORM TO THE LATEST ADDITION OF ANSI Z60.1 AMERICAN STANDARD FOR NURSERY STOCK, BY THE AMERICAN NURSERY AND LANDSCAPE ASSOCIATION.
8. ALL PLANT MATERIALS SHALL BE MINNESOTA NURSERY GROWN STOCK AND SHALL BE FREE OF ANY DEFORMITIES, DISEASES OR INSECT DAMAGE. ANY MATERIALS WITH DAMAGED OR DISFIGURED/CROOKED LEADERS, BARK ABRASION, SUNSCALD, INSECT DAMAGE, ETC. ARE NOT ACCEPTABLE AND WILL BE REJECTED.
9. TREES NOT EXHIBITING A CENTRAL LEADER WILL BE REJECTED UNLESS CALLED OUT IN THE PLANT LIST AS MULTI-STEM
10. CONTRACTOR SHALL PROVIDE A TWO YEAR GUARANTEE OF ALL PLANT MATERIALS. THE GUARANTEE BEGINS UPON WRITTEN ACCEPTANCE OF THE INITIAL PLANTING BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE. REPLACEMENT PLANT MATERIALS SHALL ALSO HAVE A TWO YEAR GUARANTEE WHICH COMMENCES UPON INSTALLATION.
11. CONTRACTOR SHALL PROVIDE ALL NECESSARY MAINTENANCE (INCLUDING WATERING) OF PLANT MATERIALS FOR 90 DAYS FROM THE DATE OF ACCEPTANCE BY OWNER.
12. A MINIMUM OF 18" OF LOAM PLANTING SOIL SHALL BE USED WHEN PLANTING ALL TREES (SIDES OF HOLE).
13. A MINIMUM OF 18" OF LOAM PLANTING SOIL SHALL BE USED WHEN PLANTING ALL TREES (SIDES OF HOLE).
14. PLANTS SHALL BE INSTALLED IMMEDIATELY UPON ARRIVAL TO SITE.
15. ALL PLANTING BEDS TO BE EDGED USING COMMERCIAL GRADE PLASTIC EDGING INSTALLED PER MANUFACTURER'S RECOMMENDED INSTALLATION INSTRUCTIONS.
16. ALL PLANTING BED AREAS TO BE MULCHED AS FOLLOWS:
    - 16.1.1. ALL SHRUB BEDS SHALL BE MULCHED USING 4-6" OF SMOOTH RIVER ROCK MULCH (WASHED WITH WEED BARRIER). COLOR SHALL MATCH BUILDING VENEER. ROCK SHALL BE LAID AT A DENSITY SO THAT NO WEED BARRIER SHALL BE VISIBLE.
    - 16.1.2. ALL TREE BEDS IN LAWN AREAS SHALL BE MULCHED USING 3-4" OF PREMIUM SHREDDED HARDWOOD BARK MULCH (MULCH SHALL BE PLACED SO THAT IT DOES NOT TOUCH THE TRUNK OF THE PLANT).
17. TREES SHALL BE PLANTED SO THAT THE ROOT CROWN/FLARE IS SET 1-2" ABOVE FINISHED GRADE. DO NOT USE THE EXISTING TOP OF THE ROOT BALL AS AN INDICATION OF THE LOCATION OF THE ROOT BALL.
18. CONTRACTOR SHALL REPAIR ALL DAMAGE TO PROPERTY WHICH RESULTS FROM THE PLANTING AND LANDSCAPE INSTALLATION AT NO COST TO THE OWNER.
19. APPLY A PRE-EMERGENT HERBICIDE TO ALL PLANTING AREAS, THAT WILL EFFECTIVELY CONTROL BROADLEAF AND GRASSY WEEDS, IMMEDIATELY AFTER PLANTING AND PRIOR TO INSTALLATION OF MULCH.
20. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE PERMITS.
21. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
22. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
23. ALL LAWN AREAS TO BE SODDED WITH COMMERCIAL TURF GRASS BLEND, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

LANDSCAPE LEGEND:

- DECIDUOUS SHADE TREES (TYP.)
- EVERGREEN TREE (TYP.)
- ORNAMENTAL SHRUBS (TYP.)
- ORNAMENTAL GRASS PERENNIALS (TYP.)
- GROUNDCOVER (TYP.)

NORTH

GRAPHIC SCALE IN FEET
0 10 20 40

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CONCEPT PUD
LANDSCAPE PLAN

CARRIAGE HOMES
24560 SMITHTOWN ROAD
SHOREWOOD, MN 55331

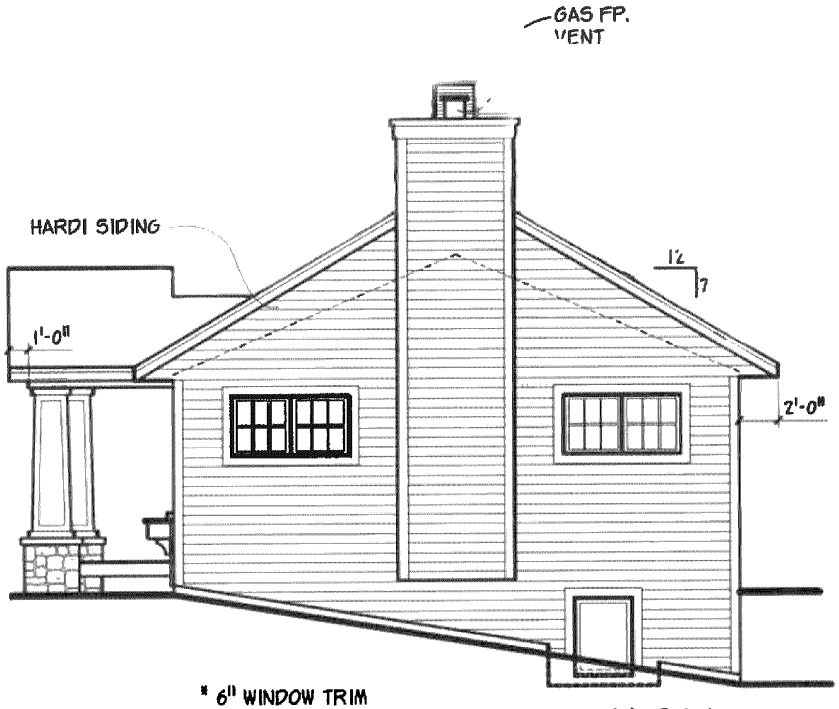
Revisions:
7.1.2024

Scale:
1" = 20'-0"

Job No:
2024-29

Date:
5.20.2024

Sheet No:
L-1

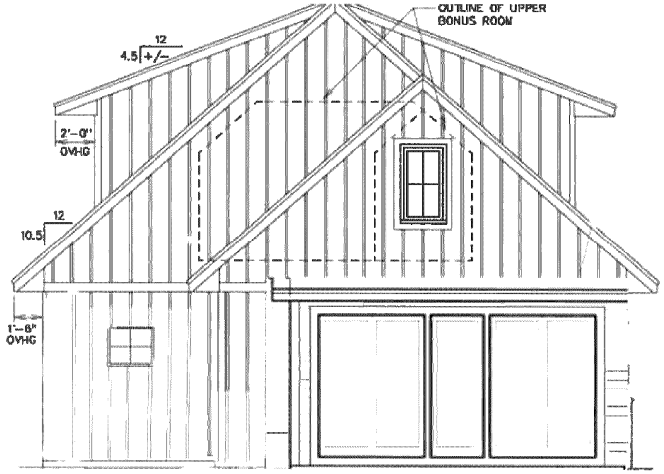


* 6" WINDOW TRIM

RIGHT ELEVATION

SCALE: 1/8" = 1'-0"

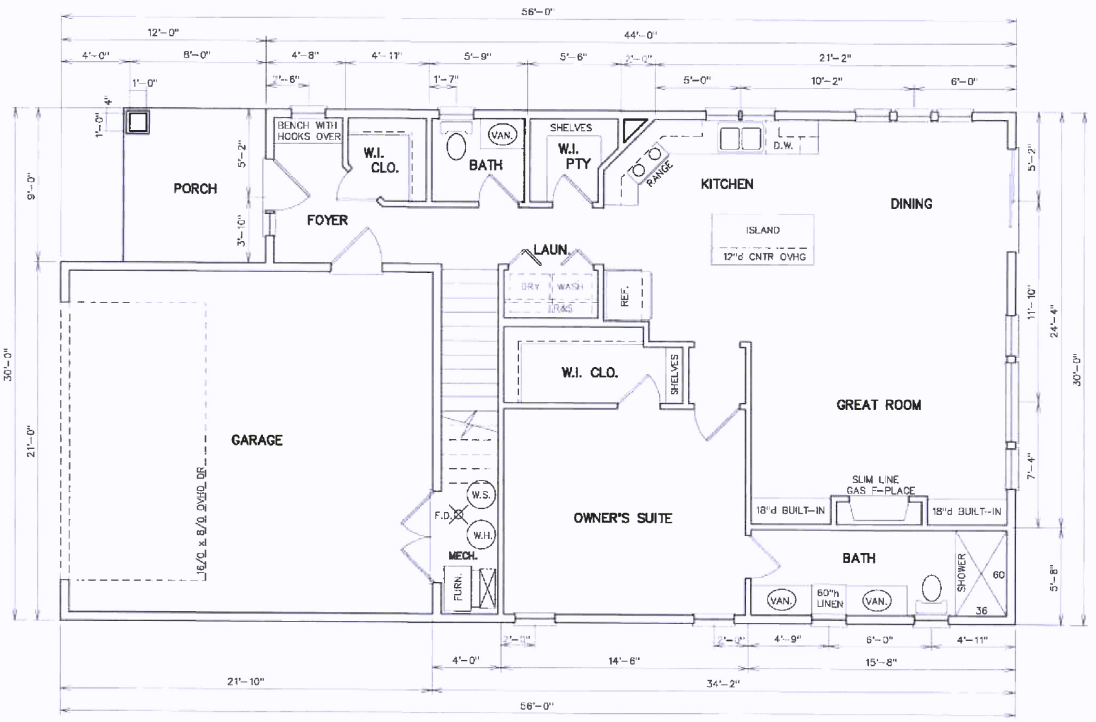
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CITY OF SHOREWOOD



REAR ELEVATION

SCALE: 1/8" = 1'-0"

RECEIVED
JUN 03 2024
CITY OF SHOREWOOD



FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

NOTICE: AUTUMN DESIGN OF MN, INC. IS NOT RESPONSIBLE FOR THE CONSTRUCTION AGENCY OF THESE DRAWINGS TO ANY 3RD PARTY. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE CONSTRUCTION AGENCY OF THESE DRAWINGS. IF ANY DISCREPANCIES ARE FOUND BETWEEN THESE DRAWINGS AND THE ACTUAL CONDITIONS, THE CONTRACTOR SHALL NOTIFY AUTUMN DESIGN BY LETTER PRIOR TO THE BEGINNING OF CONSTRUCTION. ANY CHANGES MADE TO THESE DRAWINGS SHALL BECOME THE RESPONSIBILITY OF THE PARTY MAKING THE CHANGES. THESE DRAWINGS ARE NOT TO BE USED FOR ANY PURPOSES OTHER THAN THOSE DRAWINGS FOR WHICH THEY WERE PREPARED.

DRN	TYPE	DATE
SB	PRLM	05/07/21
	FINAL	/ /
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	REV.	/ /

1118 SF 1st FLR.

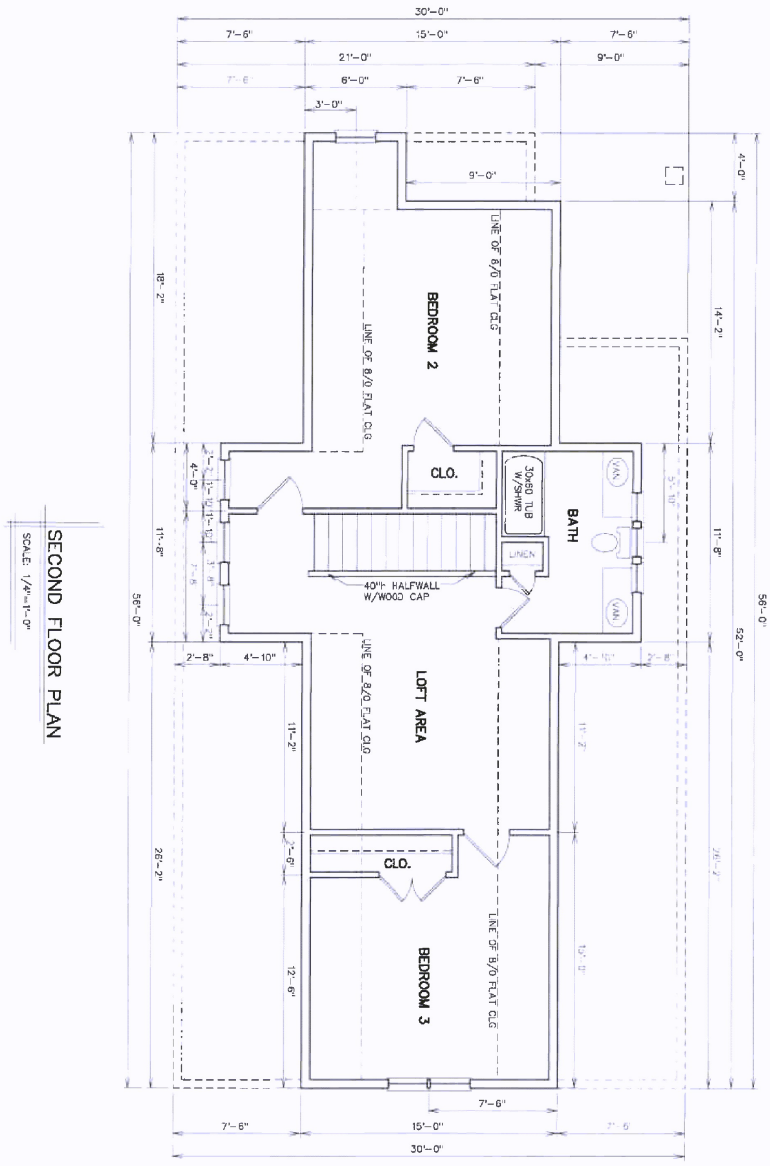
ADMARK PROPERTIES

VILLA HOMES

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(952) 873-4311

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INDEX NO. 1275-1



SECOND FLOOR PLAN

SCALE: 1/4"=1'-0"

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INDEX NO. 1275-1

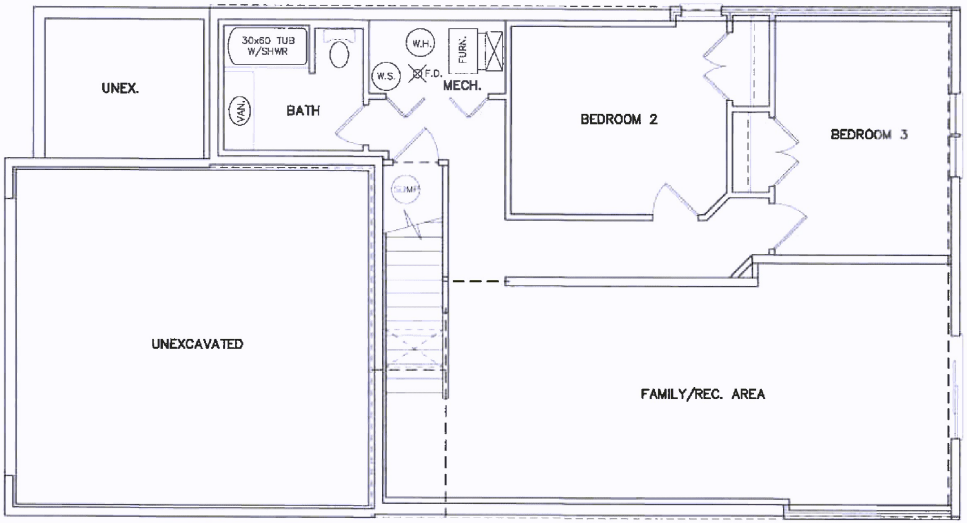
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ADMARK PROPERTIES | 837 SF 2nd FLR

VILLA HOMES

DRN	TYPE	DATE
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	FINAL	/ /
	REV.	/ /
	REV.	/ /

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FOUNDATION PLAN

SCALE: 1/4"=1'-0"

ANY AUTHORIZATION OF USE OF THESE PLANS SHALL BE CONSIDERED AS ACCEPTANCE OF THE TERMS AND CONDITIONS OF AGREEMENT. THESE PLANS, DRAWINGS, SPECIFICATIONS AND IDEAS ARE THE PROPERTY OF AUTUMN DESIGN OF MINNESOTA, INC. AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF AUTUMN DESIGN OF MINNESOTA, INC. ANY UNAUTHORIZED USE OF THESE PLANS SHALL RESULT IN LEGAL ACTION AND ALL DAMAGES INCURRED SHALL BE PAID TO AUTUMN DESIGN OF MINNESOTA, INC. BY THE PARTY RESPONSIBLE FOR THE UNAUTHORIZED USE. ALL CONSTRUCTION SHALL BE APPROVED BY A LICENSED INSPECTOR. WHERE CONFLICTS EXIST BETWEEN THESE PLANS AND LOCAL CODES, LOCAL CODES SHALL SERVE THE RIGHT TO MAKE CHANGES FOR OUR OWN PURPOSES.

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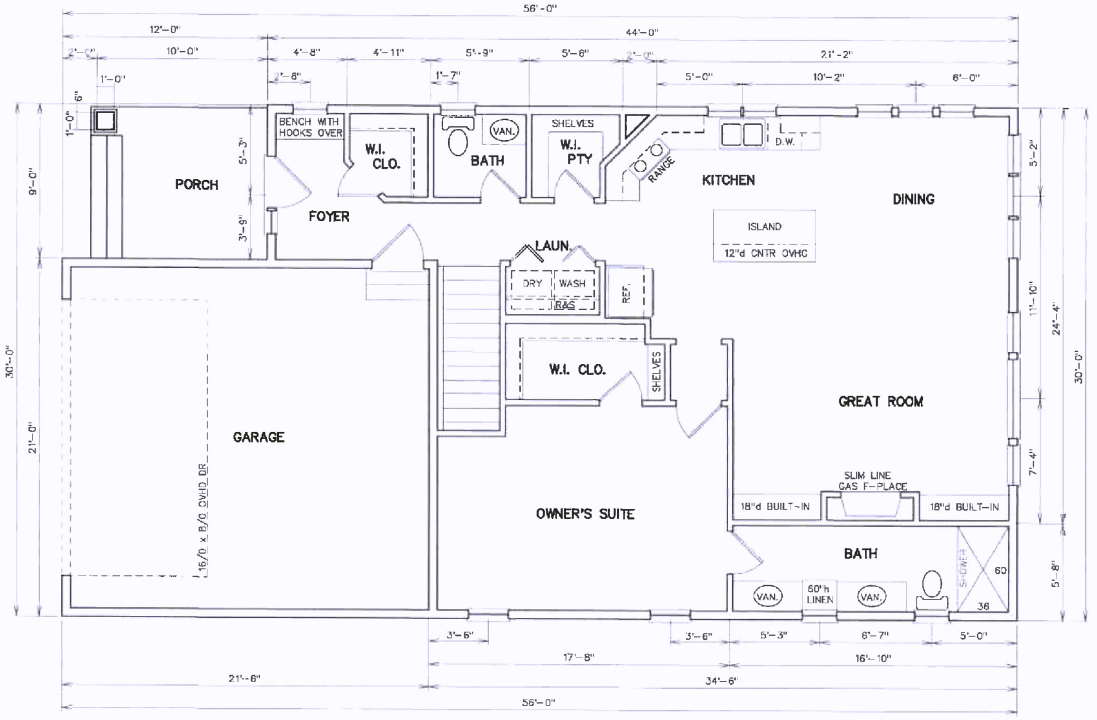
ADVARK PROPERTIES

VILLA HOMES

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FIRST FLOOR PLAN

SCALE: 1/4"=1'-0"

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DRN	TYPE	DATE
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	REV.	/ /

1125 SF 1st FLR

ADMARK PROPERTIES

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VILLA HOMES

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INDEX NO. 1275-2

Marie Darling

From: Marie Darling
Sent: Thursday, July 11, 2024 9:12 AM
To: Micah Hylarides; Planning
Subject: RE: PUD Concept Plan at 24560 Smithtown Road, Shorewood

Thank you for your comments. I'll include send them to the planning commission and city council. The staff report for this item (and the entire information packet for the meeting) will be available on the website on Friday afternoon for your review.

City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

MARIE DARLING
Planning Director
City Hall: 952.960.7900
Direct: 952.960.7912
mdarling@ci.shorewood.mn.us
https://www.shorewoodmn.gov/

From: Micah Hylarides <micahhylarides@gmail.com>
Sent: Thursday, July 11, 2024 9:06 AM
To: Planning <Planning@ci.shorewood.mn.us>
Subject: PUD Concept Plan at 24560 Smithtown Road, Shorewood

Dear Marie Darling and City of Shorewood Planning Committee:

After reviewing the proposed plans for 24560 Smithtown Road, I would like to voice my concerns over potential variances given to this developer. The proposed 8 homes on 1 lot does not seem plausible in that location and would lead to further dissidence of future development in the area.

Some reasons as to why there should be no variances considered:

1) City and People of Shorewood get nothing back in return.
2) Green space will be removed and replaced with too much hardscape.

5) Safety is a potential concern as there are hundreds of children living within a 2 mile radius of this property. It will increase traffic and congestion on Smithtown near the City's busiest intersection.
3) Drainage looks to be an issue based on the grade of the lot and allowing for additional setback variances would make this even more of a challenge potentially impeding on the development of the open city lot adjacent to this property.

4) Noise in the area is already an issue coming from the American Legion and the intersection of Manitou Road. The existing tree cover helps dampen the volume between commercial and residential. Removing this would make matters worse.

It is understood that the City is looking for more Medium Density Housing, however 2 or 3 homes on one lot is a much more suitable solution. This would adhere to city requirements and conform to the existing area and be acceptable to existing residents. Please consider my statement and deny these proposed plans of this development and be mindful of the tone being set for future developments coming into the area. These rules are in place to protect the greater good of the community and without any tradeoffs, I do not see how these plans benefit anyone other than the developer's margins.

Thank you,

Micah Hylarides

Marie Darling

From: Marie Darling
Sent: Wednesday, July 17, 2024 7:14 PM
To: Theresa Zerby
Subject: RE: Updated letter
Attachments: PC memo.docx

The Commission recommended approval of the concept plan subject to the staff conditions listed in the memo and two additional conditions:

1. removing one additional home from the site plan to widen the setbacks, and
2. add guest parking on the north side of the fire department turnaround.

The vote was 3 in favor (Gorham, Johnson and Holker) and 2 opposed (Eggenberger, Huskins). Both commissioners voting against the motion supported the project. One of the commissioners didn't support the condition requiring the inclusion of guest parking and the other only supported the staff conditions and neither of the conditions the other commissioners added on.

Usually, I answer the questions verbally at the meeting and summarize the primary questions in the report sent to Council, but I'll answer those that weren't addressed in the attached memo for you and your group. I'll also attach this response to the Council memo in addition to your previous letter.

1. There were a number of reasons why staff objected to the original project, primarily because it wasn't consistent with the comprehensive plan, the serious nature of the site work needed to place long, large structures including large retaining walls and the amount of atypical flexibility requested. See pages 3-5 of the attached report for more information on this application's proposed requested flexibility (not variances).
2. See the staff report for the staff position on the development. Staff don't approve projects. The property owner also has property rights and those rights have to be balanced with neighborhood concerns.
3. The Comprehensive Plan indicates the property should be developed for residential uses that create a density of 6-8 units. The Comprehensive Plan supersedes the zoning ordinance. If the council decides to deny this proposal, the city would need to move forward with a rezoning of the property and the two properties to the west consistent with the land use designation.
4. Impervious surface coverage: see page 5 of the attached report. The previous project also requested more impervious surface coverage.
5. The planning commission recommended adding two guest parking spaces at the end of the fire lane turnaround. Other guests would need to park on the driveways. The ordinance requires 2 parking spaces per unit and the applicant has provided 3-4 (garage and driveway).
6. The street is proposed to fire lane standards and the applicant has designed a regulation turnaround. Other large vehicles can use the turnaround as well.
7. The developer has the ability to propose a housing development with six or seven homes in the project.
8. The details of the grading and drainage plan are not required at this stage. However, the detached homes will better absorb the grade changes without huge retaining walls than a single structure, like the one previously proposed.
9. The comp plan shows three parcels along Smithtown with medium density residential. Similar housing could be developed on those two parcels. However, the neighbor to the west of this site has indicated that he is not interested in selling, so it may be some time before any additional development happens. The other parcels along Smithtown Road are guided for lower amounts of density.
10. Because of the grade change they are not likely to look like one large structure and the planning commission recommended wider setbacks between homes for the layout.

11. No question.
12. We will require the developer to acquire the permit if the state requires it. You can report the nest if you like, it would be good to get it into their database. As the developer has several steps before they can grade, this year's eaglets are going to be mature by the time that a development is ready to move forward. If the eagle permits work the same as the osprey permit other developers in Shorewood need, the developer will have restricted activity during nesting season.
13. The number of trees removed from the site is the same number as with the previous development. (See page 6 for more information on trees.)
14. The developer submitted a revised site plan after the notices were mailed out. The site plan is included to give residents a general idea of what is proposed so they know if they are interested in getting more information or if they are not concerned.
15. no question.

City of Shorewood

5755 Country Club Road
Shorewood, MN 55331

MARIE DARLING
Planning Director

City Hall: 952.960.7900
Direct: 952.960.7912
mdarling@ci.shorewood.mn.us

https://www.shorewoodmn.gov/

From: Theresa Zerby <theresazerby@icloud.com>
Sent: Wednesday, July 17, 2024 12:55 PM
To: Marie Darling <MDarling@ci.shorewood.mn.us>
Subject: Re: Updated letter

Hi Marie,
I understand the vote was 3-2 on the project last night. I would like to know who voted and which way they voted. I also would like to know what changes they recommended in order for the project to move forward. Our neighborhood objections included questions too, please let me know your answers to those questions. I would also like to know if you are notifying the DNR regarding the Eagle's nest with the baby eaglets or should I be making that contact to ensure no trees or shrubs are removed at this time?

Thank you,
Theresa Zerby

City Hall:
Direct:

Marie Darling

From: Theresa Zerby <theresazerby@icloud.com>
Sent: Tuesday, July 16, 2024 1:34 PM
To: Marie Darling; Marc Nevinski
Subject: Updated letter
Attachments: cidAE03CC0B-ACBD-470B-84A3-C96CE9A6EE60.pdf

The following is an updated list of our neighborhood objections to the concept plan to develop 8 detached townhomes at 24560 Smithtown Road::

- The original project was objected to because there were too many variances required in order to make the project happen. How many variances are required for this project? Are the number of variances required less than the previous project? If not fewer variances how can you approve this project?
- Since this is a PUD I would like to know what the public benefit is to the city of Shorewood? Since there is NO public benefit to this project and the neighborhood surrounding the project objects, how can you possibly approve this?
- This land is currently zoned commercial not residential. This is a residential project and requires it to be re-zoned, again against neighborhood wishes.
- What is the percentage of hardcover on this project? It is completely out of character with the rest of the neighborhood.
- Parking for these homes on holidays or for a party is going to be a real problem, especially since there is no parking on Smithtown road. Where are guests going to park?
- On that same note, emergency vehicle access is a problem and other large vehicles will have to back out from the end of the road since they will not be able to turn around.
- The plan talks about 6-8 homes, why cram 8 homes onto this property instead of 6? Either way they will not be affordable housing.
- The site plan sent does not show that the elevation of the property will need to change dramatically. The drainage for this lot currently is towards Gideon Glen, this will move the drainage to a font pond on Smithtown Road and will require a large wall at the back of the property, not only will this be unsightly but it will interfere with the wildlife corridor at the back of the property to Gideon Glen.
- If this gets approved is this going to be the new standard along Smithtown Road. Are we going to see more of these crammed homes out of character with the rest of the neighborhood?
- These proposed homes are to be built 10 feet apart, so close that from Smithtown Road they will appear to be just 1 massive building. The lighting in these homes will not be desirable. Again, this is completely out of character

with the rest of the neighborhood and the house next to this project cannot possibly like how this will appear at the back of their lot and the roadside pond that will now be next to the front of their house.

- If the Planning Department is looking to build higher density into Shorewood, it will not be long before Xcel Energy and maybe the bus station becomes available. These sites make much more sense to build density with apartment buildings. This should have been done with the old Truffle Hill site which is also a huge missed opportunity for density.
- There is an occupied bald eagle nest less than 500' from this project. This would require a permit from the DNR and US Fish and Wildlife Service because of the Bald and Golden Eagle Protection Act.
- Where is the tree protection? All trees would be removed from the lot. Tree and shrub clearing within 660' of and an occupied nest requires a permit and could be considered as wildlife harassment.
- The plan mailed to us is not the same as the plan on the website. This meeting needs to notify residents with accurate information. There is much inconsistency between online and what was mailed.
- It is the responsibility of our officials to look to develop responsibly and consistent with the character of our community, this project does not do that.



Thoughtfully,

Theresa Zerby 5680
Molly Barr. 5705 Christopher Road
C.J. Barr. 5705 Christopher Road
Colleen Flanders, 5695 Christopher Road
Marc Flanders. 5695 Christopher Road
Melissa Foster. 5675 Christopher Road

Michael Foster. 5675 Christopher Road
Todd Robideau. 5640 Christopher Road
Sue Robideau. 5640 Christopher Road
Craig Theis 5650 Christopher Road
Colette Theis. 5650 Christopher Road
Carrie McFarland 5690 Christopher Road
Rob Kniss 5690 Christopher Road
Terese Ciaccio 5655 Christopher Road
Rhonda Maghan. 5670 Christopher Road
Brian Maghan 5670 Christopher Road

Sent from my iPhone

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24 - 064

A RESOLUTION APPROVING A PUD CONCEPT PLAN FOR THE PROPERTY LOCATED AT 24560 SMITHTOWN ROAD

WHEREAS, Admark, LLC. (the "Applicant"), has submitted a request a PUD Concept Plan for a development (the "Request") for the property legally described as:

> That part of Lot 25, Auditor's Subdivision Number One Hundred Thirty-Three (133), Hennepin County, Minnesota, described as follows:
>
> Commencing at the intersection of the south line of said Lot 25 and its easterly extension with the west right-of-way line of Hennepin County State Aid Highway No. 19, Plat 57: thence southwesterly along said south line of said Lot 25 and its easterly extension, a distance of 373.185 feet; thence northerly, parallel to that part of the west right-of-way line of said Highway Plat lying north of the south line of said Lot 25, a distance of 196.67 feet; thence v westerly, parallel with the north line of said Lot 25, a distance of 72.11 feet to the point of beginning of the land to be described; thence northerly, parallel to said west right-of-way line of said Highway Plat, a distance of 182.47 feet to the north line of said lot 25; thence westerly along said north line a distance of 103.45 feet to the northwest corner of said Lot 25; thence southerly along the west line of said Lot 25 a distance of 411.01 feet to the south line of said Lot 25; thence easterly along said south line of said Lot 25 to a line drawn southerly from the point of beginning and parallel with that part of the west right-of-way line of said Highway Plat, lying north of the south line of said Lot 25, thence north along said last described parallel line to the point of beginning. Being Torrens Property as evidenced by Certificate of Title No. 788511 (the "Property"); and,

WHEREAS, the Request has been submitted in the manner required for the development of land under the Shorewood City Code and under Chapter 462 of Minnesota Statutes, and all proceedings have been duly consistent thereunder; and,

WHEREAS, said Request is consistent with the regulations and requirements of the laws of the State of Minnesota and the City Code of the City of Shorewood for the approval of such a request.

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

1. The Request is hereby approved according to the plans and materials submitted May 21, June 3, and July 3, 2024, (the "Plans") subject to the conditions listed below.

2. With subsequent applications, the Applicant shall submit plans and materials as required by the zoning and subdivision regulations and elsewhere in City Code and as may be indicated by the City Engineer's Memo dated July 10, 2024.
   A. Detailed information on the amount of material to be exported/imported, including where on the property it will be removed, erosion control methods, the haul route proposed, etc.
   B. A utility plan indicating that all homes in the development may be served by gravity sewer.
   C. The HOA documents must include responsibility for maintenance of common areas including the storm water features, private drive, all landscaping and other shared improvements. The HOA documents must also include language requiring the garages to be kept clear of storage items so that a minimum of one-car may be stored within and all vehicles parked on the driveway can't hand into the fire lane. The document must also include language that one trash/recycling hauler, one snowplow/landscaping company, etc. shall service the entire development.
   D. Provide executed easements and agreements, including stormwater maintenance, development and encroachment agreements.
   E. Revised plans indicating the following:
      1) Remove one of the homes on lots 1-5 and space the homes further apart.
      2) The homes on lots 6 and 7 should be constructed as a twin-home to create 10 feet of space between the home on lot 6 and the development's west property line and the home on lot 7 and the private drive.
      3) The applicant shall add parking spaces at the end of the turnaround on the north side of the private drive.
      4) Amend the landscaping plan to provide all the required detail on the trees to be planted, including, but not limited to, size, specie, location, etc. and provide four of the trees to be hardwood maples such as sugar or red.
      5) Revise the site drawings to indicate where decks or porches for lots 6 and 7 would be located and that they would be within the lots for each dwelling.
      6) The curbs of the fire lane turnaround should be painted yellow and the entire private drive should be signed for "no parking by order of the fire marshal". The guest parking spaces must be beyond the required dimensions for the turnaround.

3. The PUD Concept Plan is approved to allow six single- and two-family homes as the permitted use within this subdivision and accessory uses and dimensional requirements as allowed by the R-1D district except as provided herein and as shown on the Plans, except that the following accessory uses shall not be permitted: 1) storage or parking of recreational vehicles or equipment outside the garage; 2) any garage that does not include at least space for one passenger vehicle (not including recreational vehicles or equipment); 3) renting garage space to nonresidents of the property; and 4) noncommercial greenhouses and conservatories; and 5) accessory structures like storage sheds.

4. The PUD Concept Plan is approved allowing the following dimensional requirements:
   1) Setback to the internal private drive: 15 feet to the garage;
   2) Setback to north property line: 40 feet;
   3) Setback between units shall be set with the development stage application.

4) Setback to east property line: 5 feet for the private drive;
5) Setback to the west property line: 10 feet;
6) Setback to Smithtown Road right-of-way: 30 feet for structures.
7) No dwelling or other structure attached to the principal dwelling may cross a property line.
8) Basement options shall only be provided for lots where egress wells are not needed for basement bedrooms.

5. Maximum height shall be determined with the PUD Development plan.

6. The lots areas and widths for each residential property shall be as shown and approved on the final plat.

7. The development shall have one provider of trash and recycling for all properties.

8. The applicant should consider working with the property owner to the east to replace the wood fence with a new privacy fence.

9. The approval for the PUD Concept Plan shall expire in 180 days if the applicant has not submitted a complete application for PUD Development Plan, except that the applicant may request an extension to the approval subject to the requirements of Section 1201.25 Subd. 6. c. (5).

ADOPTED BY THE CITY COUNCIL OF SHOREWOOD Minnesota this 12th day of August, 2024.

_____
Jennifer Labadie, Mayor

ATTEST:

_____
Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item 6D

Title/Subject: Authorize Service Agreement
Meeting Date: August 12, 2024
Prepared by: Marie Darling, Planning Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: HKGi proposal
Service Agreement

Background
Staff proposes to accept an estimate for a consultant to rewrite the subdivision regulations (City Code 1202). The subdivision regulations were last comprehensively rewritten in 1987.

Staff requested and received estimates from three companies: Landform, Bolton and Menk, and HKGi, all well-known planning consultants whose staff are qualified to complete the work. All the estimates were similar in scope and quantity (see table below).

Firm	Estimate	Hours included with the estimate
Landform	$23,290	154 hours
Bolton and Menk	$20,571	120 hours
HKGi	$18,500	150 hours

HKGi came in with the lowest estimate and staff recommend accepting their estimate.

Financial Considerations
The planning department budget includes $25,000 for consulting services to continue with code amendments.

Action Requested
Staff recommends the City Council accept the estimate and authorize the service agreement with HKGi.

Action requires a simple majority vote.

Collaborate. Listen. Explore. Create.

HKGi
Planning | Landscape Architecture | Urban Design

July 12, 2024

Marie Darling
Planning Director
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

RE: Code Amendments

Dear Marie,

Thank you for the opportunity to submit an estimate to assist the City of Shorewood with code amendments. HKGi understands the challenges communities face when zoning and subdivision codes are outdated. We have worked with communities across Minnesota, Wisconsin, and Iowa to create development codes that are easy to use and reflect modern development trends. Our work has ranged from targeted section updates to full zoning and subdivision code rewrites.

It is our understanding that you are looking for updates to your subdivision ordinance, particularly related to park dedication, minor subdivisions, premature subdivision, and procedures. The City also has a need to update its regulations for telecommunications as most of the existing rules predate recent federal changes.

Assuming that the process for each topic is similar, we estimate that the cost for each to be $18,000. Any in-person meetings in addition to what is identified in the scope would cost $500. Our estimate is based on the following general work plan:

1. Kick off meeting with Staff.
2. Audit of existing regulations, review of state and federal requirements, and consideration of best practices and precedents. This includes a meeting with staff and a meeting with the Planning Commission to review findings and agree on an approach to the update.
3. Preparation of first draft. This includes 2 meetings with staff and a meeting with the Planning Commission to review the draft.
4. Preparation of second draft. This includes a meeting with staff to review the revised draft.
5. Prepare for and attend Planning Commission public hearing. This includes a meeting with staff.
6. Prepare for and attend City Council meeting for adoption. This includes a meeting with staff.

Our planning team for this project will be led by Beth Richmond, who has focused primarily on providing municipal clients with day-to-day planning services and code update services during her tenure with HKGi. Rita Trapp will serve as the Principal in Charge for the HKGi team. Rita has been

instrumental in the development of HKGi's code rewrite serves and provided day-to-day planning services for HKGi for more than 20 years.

HKGi has assembled a firm profile and summary of zoning and subdivision code experience for your review. After reviewing these materials, please do not hesitate to give us a call with any questions or concerns. We see the development of a work scope as a collaborative process between HKGi and the City. We appreciate the opportunity to submit an estimate and look forward to the opportunity to work with you on this project.

Sincerely,

Rita Trapp, AICP
VICE-PRESIDENT
RITA@HKGI.COM
612-252-7135

Beth Richmond, AICP
PLANNER
BETH@HKGI.COM
612-252-7145

FIRM PROFILE

HKGi

HKGi was established in 1982 to provide community-based planning and landscape architecture services to clients throughout the Upper Midwest. Our objective is to help clients build great places for people to live, work, and play.

Code Writing Experience

HKGi has a long history of providing day-to-day planning services to municipal clients. These services have often involved zoning and subdivision ordinance revisions as well as the development of design guidelines and other regulatory tools. The staff members assigned to this project work with zoning and subdivision ordinances, planning regulations, and development applications on a daily basis. These staff members provide day-to-day planning services to small- and mid-sized communities, and through this work they understand the impact that planning direction and regulations can have on a community's development.

This practical, real-world experience means that they bring insights and critical knowledge about how to write zoning and subdivision ordinance language that will best generate the desired results and mitigate the potential for unintended outcomes. Combined with HKGi's dedication to providing superior client service, our team's depth of experience will enable us to craft effective revisions to the zoning and subdivision ordinances that achieve the City of Shorewood's objectives for this project. A listing of some of HKGi's relevant project experience is included below.

LOCATION
800 Washington Ave. N., #103
Minneapolis, MN 55401
www.hkgi.com
612-338-0800

ORGANIZATION
Minnesota S-Corp

PRINCIPALS
- Paul Paige, President
- Brad Scheib, Vice President
- Bryan Harjes, Vice President
- Gabrielle Grinde, Vice President
- Rita Trapp, Vice President

ASSOCIATES
- Jeff Miller, AICP

STAFF
6 Certified Planners
7 Licensed Landscape Architects
7 Planners/Urban Designers
2 Marketing Communications

Relevant Experience

Below is a listing of some of HKGi's most recent zoning code experience.

- Subdivision Code Update - St. Charles, MN
- Zoning and Subdivision Code Update - Oakdale, MN
- Zoning Ordinance Revisions - Savage, MN
- Development Code Update - Fridley, MN
- Zoning and Subdivision Code Update - Rosemount, MN
- Zoning Ordinance Revisions - Maplewood, MN
- Development Code Update - Johnston, IA
- Zoning Ordinance Update - Roseville, MN
- Zoning and Subdivision Ordinance Update - Byron, MN
- Zoning and Subdivision Ordinance Update - St. Francis, MN
- Zoning Code Rewrite - Lindström, MN
- Zoning Ordinance Revisions - Maplewood, MN
- Zoning and Subdivision Ordinance Update - Golden Valley, MN
- Housing Study and Zoning Ordinance Revisions - Grand Marais, MN
- Uniform Development Code Rewrite - Winona, MN
- Uniform Development Code Rewrite - Onalaska, WI



Rita Trapp AICP, LEED AP

Principal in Charge

rita@hkgi.com

Years of Experience: 21

Education

B.S., Land Use Geography and Economics, University of Wisconsin-Eau Claire

Registration

American Institute of Certified Planners - Cert. #021555

Awards

2018 MN APA Excellence in Community Engagement Award - Chanhassen Parks and Recreation System Plan

2017 National APA President's Council Leadership Award

2009 ASLA-MN Honor Award for Planning and Research - Saint Paul Park and Recreation Vision Plan

Introduction

Rita Trapp will serve as Principal in Charge for this project. In this role she will provide quality control services and will play an active role in guiding the planning team through the planning process. Her guidance will enable the team to conduct an efficient planning process that achieves the County's objectives for the project.

Rita has twenty-plus years of experience, and for much of her career she has worked with planning regulations on a daily basis. She has provided day-to-day planning services for dozens of communities and has led several zoning ordinance revision or rewrite projects. She is also experienced at writing comprehensive plans and translating comprehensive plan direction into zoning ordinances, regulations, and policies.

Her insight into all phases of the planning process, from comprehensive planning to writing zoning ordinances and then applying those ordinances to real-world development applications enables her to write effective ordinances that achieve agency objectives while minimizing unintended outcomes.

Relevant Project Experience

- Unified Development Code Rewrite | Winona, MN
- Unified Development Code Rewrite | Onalaska, WI
- Zoning Ordinance Update | Chaska, MN
- General Planning Services | Marine on St. Croix, MN
- Comprehensive Plan and Zoning and Subdivision Ordinance Rewrite | Lindström, MN
- Comprehensive Plan and Zoning Ordinance Update | Byron, MN
- Zoning Ordinance Rewrite | Johnston, IA
- Comprehensive Plan & Zoning Ordinance Revision | Maplewood, MN
- General Planning Services and Zoning Ordinance Revisions | Mound, MN
- Zoning and Subdivision Ordinance Revisions | Golden Valley, MN
- Zoning Ordinance Revisions and Development Code Audit | St. Louis Park, MN



Beth Richmond AICP

Project Manager

beth@hkgi.com

Years of Experience: 6

Education

Master of Urban and Regional Planning, University of Wisconsin-Madison

B.A., Political Science, College of St. Benedict (MN)

Registration

American Institute of Certified Planners - Cert. #32948

Introduction

Beth will serve as the Project Manager for this project. In this role she will serve as the primary point of contact for the City and will provide leadership and planning services throughout the duration of the planning process.

She provides general planning services to several of HKGi's municipal clients and has proven to be a skilled, knowledgeable, and efficient planner who provides her clients with outstanding service for the review of development proposals, zoning ordinance writing, and planning communications. Beth is a seasoned professional who is skilled at working with clients and presenting important information to community boards, commissions, and leaders.

Beth's recent zoning ordinance update experience includes work in communities such as Rosemount, Savage, Fridley, and Oakdale.

Relevant Project Experience

- Zoning Ordinance Update | Rosemount, MN
- Zoning Ordinance Rewrite | Lindström, MN
- Zoning Ordinance Revisions | Maplewood, MN
- Zoning Ordinance Update | Byron, MN
- Zoning Ordinance Update | Roseville, MN
- Zoning Ordinance Rewrite | Johnston, IA
- General Planning Services | Marine on St. Croix, MN
- General Planning Services and Zoning Code Rewrite | St. Francis, MN
- Housing Study and Zoning Ordinance Revisions | Grand Marais, MN
- General Planning Services & Comprehensive Plan | Greenfield, MN
- Unified Development Code Rewrite | Onalaska, WI

PROFESSIONAL SERVICES AGREEMENT FOR
Subdivision Regulations Comprehensive Update

THIS AGREEMENT is made this_____, 2024 ("Effective Date") by and between HKGi, a Minnesota corporation with its principal office located at 800 Washington Avenue North, Suite 103 Minneapolis, MN 55401 ("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 planning, landscape architecture, and urban design consulting services

B. The City desires to hire Contractor to provide a full update to the subdivision regulations.

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 March 31, 2025, 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 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 may be 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 Rita Trapp, 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	**The City**
Beth Richmond, Planner	Marc Nevinski, City Administrator
HKGi	City of Shorewood
800 Washington Avenue North, Ste. 103	5755 Country Club Rd
Minneapolis, MN 55401	Shorewood, MN 55331
612-252-7145	952-960-7900
beth@hkgi.com	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

A. BASIC SERVICES

The CONSULTANT'S basic services for the PROJECT are as identified below:

1. Kick off meeting with Staff.
2. Audit of existing regulations, review of state and federal requirements, and consideration of best practices and precedents. This includes a meeting with staff and a meeting with the Planning Commission to review findings and agree on an approach to the update.
3. Preparation of first draft. This includes 2 meetings with staff and a meeting with the Planning Commission to review the draft.
4. Preparation of second draft. This includes a meeting with staff to review the revised draft.
5. Prepare for and attend Planning Commission public hearing. This includes a meeting with staff.
6. Prepare for and attend City Council meeting for adoption. This includes a meeting with staff.

B. ADDITIONAL SERVICES

The CONSULTANT and the CLIENT may agree in writing to amend this Contract for additional services related to the PROJECT and compensation for such services. The following services have not been requested by the CLIENT but are available upon written authorization.

1. Meetings in addition to those specified in Paragraph A above.
2. Services or Deliverables not specifically identified in Paragraph A above.

C. FEES FOR PROFESSIONAL SERVICES

The CONSULTANT agrees to complete the scope of work contained in Paragraph A in exchange for professional fee compensation as noted below. The CLIENT agrees to pay the CONSULTANT for PROJECT services rendered as follows:

1. For the CONSULTANT'S Basic Services described in Paragraph A above, a fee not-to-exceed eighteen thousand dollars inclusive of expenses as described in Paragraph A based on the CONSULTANT'S current hourly rate schedule, identified as follows:

HKGI 2024 Hourly Rates

Rates by Professional Category

Principal $200-290/hr

Associate $150-200/hr

Senior Professional $110–160/hr

Professional II $90-135/hr

Professional I $50–90/hr

Technical $50-90/hr

Litigation Services.....$250-350/hr

Testimony.....$275-375/hr

Incidental Expenses

Mileage .....current federal rate/mile

Photocopying BW.....5¢/page

Photocopying Color.....25¢/page

Outside Printing.....Actual Cost

Large Format Scanning.....Actual Cost

Lodging and meals..... Actual Cost

2. For the CONSULTANT'S Additional Services described in Paragraph B, a fee based on the CONSULTANT'S current hourly rate schedule plus incidental expenses or a negotiated fee. In-person meetings in addition to those specified in Paragraph A above will be at a rate of five hundred dollars per meeting.
3. Invoices will be submitted electronically (PDF form) to the CLIENT via email on a monthly basis as work is completed and shall be payable within 30 days in accordance with this Agreement.
4. The CONSULTANT reserves the right to suspend services if the CLIENT is delinquent in making payments in accordance with this Agreement.

D. CLIENT'S RESPONSIBILITY

The CLIENT shall be responsible for the following:

1. Assembly of background information including, but not limited to digital copies of all files and pertinent plans, limited to those that are reasonably available.
2. Arrangements and notification for public meetings.
3. Minutes as required by State law.
4. Reproduction and distribution of Project reports as deemed necessary and not otherwise specified in paragraph A.
5. Participation in meetings with CONSULTANT.

City of Shorewood

City Council Meeting Item

Item 7A

Title/Subject:	**Adopt Resolution Approving a Special Assessment & Water Service Install - 5590 Harding Lane**
Meeting Date:	August 12, 2024
Prepared by:	Andrew Budde, City Engineer
Reviewed by:	Marc Nevinski, City Administrator
Attachments:	**Assessment Agreement, Overview Plan, Resolution Approving and Adopting a Special Assessment Resolution Approving Low Quote for Water Service**

Background:

The property owner at 5590 Harding Lane inquired with the city about connecting to municipal water due to low water quality in the property's well. Harding Lane does not have municipal water in front of the house; however the property abuts Wedgewood Drive on the back side of the lot, which does have water. A water service was not stubbed out for this property so excavation in the street will be required to make a connection. The city prefers to take the lead when excavation into the street is required. The property owner has also secured and will need to record an easement for the water service to cross the adjacent neighbor's property owner. The property owner has signed and submitted the special assessment agreement form for $10,000 and therefore the city has moved forward with soliciting quotes. Staff received quotes from two contractors and the lowest quote was from Highview Plumbing in the amount of $13,900. This includes directionally drilling a water service from the watermain into the house, adding a curb stop at the property line, and restoration of the street and yard. It is most economical for both parties to have this work completed in one operation. The work does not include the final plumbing connection in the house, which will need to be completed by a plumber through the building permit process and initiated by the property owner.

The $10,000 water connection fee is intended to reimburse the city for its investment to extend water to the right of way line which includes watermain, hydrants, valves, and water services up to curb stop. City Code 903.04 Subd 3, d. states "For properties not presently served by municipal water service, developers or property owners who wish to extend water service to their property line, shall pay for the cost of the improvement or the water connection charge, whichever is greater". The quotes include work within the right of way and on private property and staff have prorated the quote where the work in the right of way is $4,100 and the work on private property is $9,800. Since the cost to extend the service in the right of way is less than $10,000 the property owner will need to pay the full $10,000. The city will be responsible for paying the $4,100 to the contractor and then will be reimbursed by the $10,000 water connection fee. The balance of $5,900 will be applied to the Water Fund. The property owner will need to submit another payment of $9,800 to the city, which will be passed through to the contractor to be able to pay them in full for the $13,900 contract.

To assist in managing the cost of connecting to City water, the City allows homeowners to request the water connection charge be specially assessed to their property and paid through property taxes through an assessment agreement. The owners of the above address wish to enter into such an assessment agreement for $10,000 pursuant to Minnesota Statutes Chapter 429. The special assessment will be certified to taxes and will be payable in five annual installments beginning in 2025 at an interest rate of 5.0%. The assessment will run with the property and the owner may pay off the assessment balance at any time. The owners also waive any rights to appeal the assessment, and the agreement will be recorded against the property.

Financial or Budget Considerations:
This item is not in the city budget. Connecting to City water provides revenue which supports the City's water utility fund.

Action Requested:
Motion to adopt the resolution approving and adopting a special assessment agreement and authorizing the Mayor to sign the assessment agreement.

Motion to adopt the resolution approving the low quote with Highview Plumbing for the installation of the water service at 5590 Harding Lane authorizing the Mayor to sign the contract.

A majority vote of the Council is required.

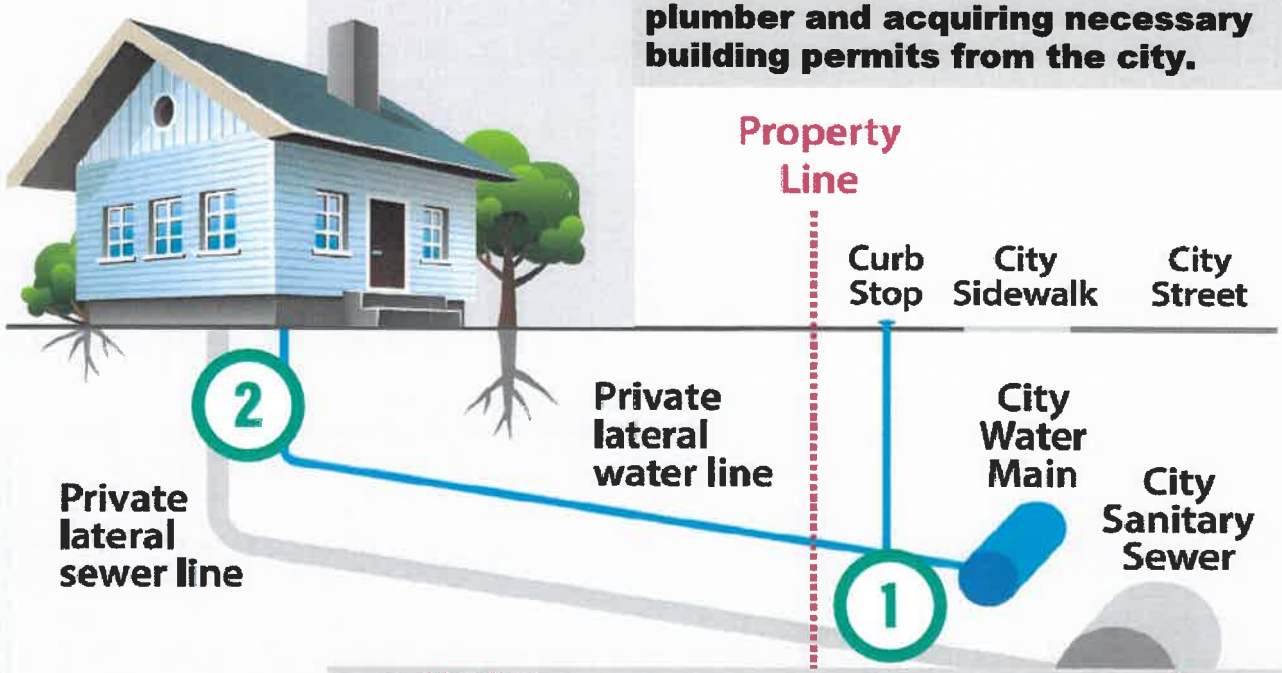
$10,000 Water Connection Charge reimburses the city for its investment to extend water to the property which includes watermains, hydrants, valves, and water services up to the curb stop. If no service exists, residents are responsible for the larger of the $10,000 Water Connection Charge or extension of the watermain and/or water service in the property line.

1 CITY OWNED

2 HOMEOWNER OWNED

WHAT'S UNDER MY STREET?

Residents are responsible for water service installation costs from property line and into the house. Requires hiring a contractor and/or plumber and acquiring necessary building permits from the city.



5590 Harding Lane from House to Watermain: Quote of $13,900

$9,800 Prorated-Pass Through Resident Cost to Contractor.

$4,100 Prorated-City to Pay Contractor. $5,900 Applied to Water Fund.

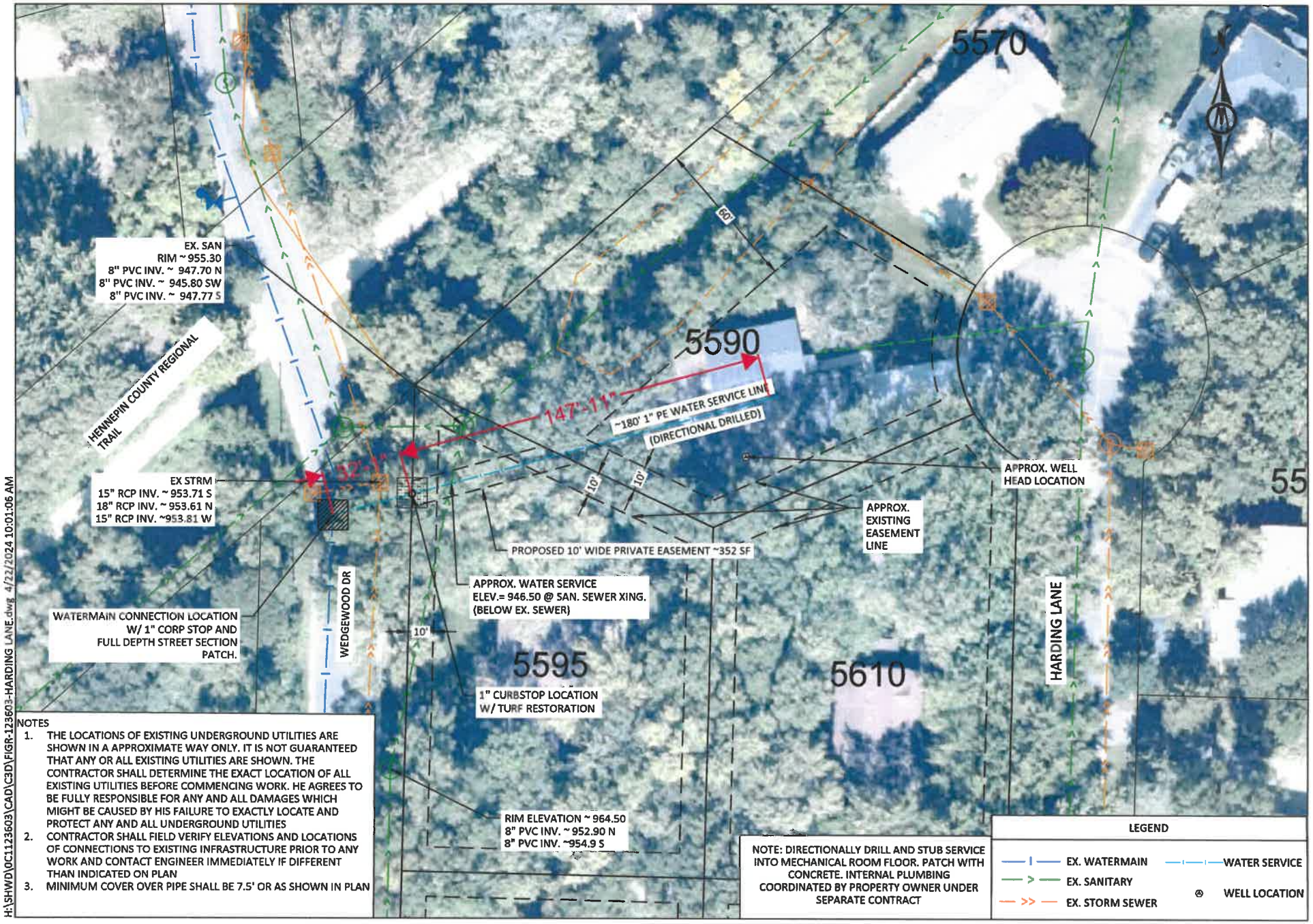
5590 Harding Water Service

City of Shorewood

Figure 1: 5590 Harding Lane

APRIL 2024

BOLTON & MENK



BIDDING SCHEDULE

5590 Harding Water Service
CITY OF SHOREWOOD, MINNESOTA
BMI PROJECT NO. 0C1123603

ITEM NO.	ITEM	NOTES	APPROX. QUANT.	UNIT	UNIT PRICE	AMOUNT
BASE BID						
1	MOBLIZATION		1	LUMP SUM		$8,000
2	1" CURB STOP		1	EACH		300
3	TRAFFIC CONTROL		1	LUMP SUM		300
4	1" CORP STOP		1	EACH		300
5	1" PE WATER SERVICE PIPE (DIRECTIONAL DRILLED)		180	LIN FT		4,000
6	BITUMIONUS STREET PATCH (FULL DEPTH)	1, 2	25	SY		800
7	TURF RESTORATION	3	1	LUMP SUM		200

BASE BID TOTAL: $ 13,900

NOTES:

1 INCLUDES SALVAGING AND REINSTALLING AGGREGATE BASE CL 5

2 INCLUDES FURNISHING AND INSTALLING 4" BITUMINOUS WEARING COURSE MIX

3 INCLUDES TOPSOIL RESTORATION AND FURNISHING AND INSTALLING RESIDENTIAL TL

Submitting by: Highview Plumbing, Inc. PC642678

Signed: Kyle Swanson, PM066760

Date: May 21, 2024

ASSESSMENT AGREEMENT

THIS AGREEMENT is made this ____ day of _____, by and between the City of Shorewood (SHOREWOOD), a municipal corporation organized under the laws of the State of Minnesota, located at 5755 Country Club Road, Shorewood, MN 55331 and William Coldwell & Margaret Coldwell, 5590 Harding Lane, Shorewood MN 55331 (OWNER).

RECITALS

WHEREAS, the OWNER is the owner of the real property located at: 5590 Harding Lane, Shorewood, MN, 55331; PID: 33-117-23-22-0033, legally described as follows: Block 1, Lot 4, Harding Acres 2nd Addition.

("SUBJECT PROPERTY")

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

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

WHEREAS, City Code 903.04, Subd. 3.d. states the property owner shall pay for the improvement or the water connection charge, whichever is greater; and

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

AGREEMENT

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

1. The OWNER represents and warrants that he is the OWNER of the SUBJECT PROPERTY and that he has full legal authority to encumber the SUBJECT PROPERTY and that as of the date of the

execution of this agreement, the OWNER has fee title to the SUBJECT PROPERTY subject only to the liens, interests or encumbrances of record.

2. The OWNER understands and requests that the City levy the Water Access Charge assessed against the PROPERTY in the amount of **$10,000.00** ("Assessment").

3. The OWNER understands and agrees that SHOREWOOD will provide that the Assessment is payable in five (5) annual installments without deferment and will bear an interest rate of five (5.0) percent per annum. The Assessment shall be deemed adopted on the date this Agreement has been signed by all parties. The installments shall begin with taxes paid in 2024 and collected with the ad valorem taxes at the times due as determined by Hennepin County.

4. The OWNER agrees that the covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the OWNER and shall encumber the PROPERTY in accordance with the agreements described herein.

5. The OWNER its successors and assigns, waives any and all procedural and substantive objections to the Assessment including but not limited to public hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

6. The OWNER, its successors and assigns, hereby unconditionally releases and forever discharges the City, its elected officials, employees, agents and insurers from any and all claims and causes of action of whatever kind or nature that is in any way connected with the Assessment.

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

[*Remainder of page is intentionally left blank.*

Signature pages follow.]

OWNER

By: _____ Date: _____

By: _____ Date: _____

CITY OF SHOREWOOD

By: _____ Date: _____
Its _____

By: _____ Date: _____
Its _____

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

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

_____
Notary Public

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

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

_____
Notary Public

ASSESSMENT AGREEMENT

THIS AGREEMENT is made this 21 day of Feb., by and between the City of Shorewood (SHOREWOOD), a municipal corporation organized under the laws of the State of Minnesota, located at 5755 Country Club Road, Shorewood, MN 55331 and William Coldwell & Margaret Coldwell, 5590 Harding Lane, Shorewood MN 55331 (OWNER).

RECITALS

WHEREAS, the OWNER is the owner of the real property located at: 5590 Harding Lane, Shorewood, MN, 55331; PID: 33-117-23-22-0033, legally described as follows: Block 1, Lot 4, Harding Acres 2nd Addition.

("SUBJECT PROPERTY")

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

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

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

AGREEMENT

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

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

2. The OWNER understands and requests that the City levy the Water Access Charge assessed against the PROPERTY in the amount of **$10,000.00** ("Assessment").

3. The OWNER understands and agrees that SHOREWOOD will provide that the Assessment is payable in five (5) annual installments without deferment and will bear an interest rate of five (5.0) percent per annum. The Assessment shall be deemed adopted on the date this Agreement has been signed by all parties. The installments shall begin with taxes paid in 2024 and collected with the ad valorem taxes at the times due as determined by Hennepin County.

4. The OWNER agrees that the covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the OWNER and shall encumber the PROPERTY in accordance with the agreements described herein.

5. The OWNER its successors and assigns, waives any and all procedural and substantive objections to the Assessment including but not limited to public hearing requirements and any claim that the assessment exceeds the benefit to the Subject Property. Property Owner waives any appeal rights otherwise available pursuant to Minn. Stat. § 429.081.

6. The OWNER, its successors and assigns, hereby unconditionally releases and forever discharges the City, its elected officials, employees, agents and insurers from any and all claims and causes of action of whatever kind or nature that is in any way connected with the Assessment.

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

[*Remainder of page is intentionally left blank.*

Signature pages follow.]

OWNER

By: William P Coldwell Date: 2/21/24

By: Margaret M. Coldwell Date: 2/21/24

CITY OF SHOREWOOD

By: _____ Date: _____

Its _____

By: _____ Date: _____

Its _____

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

The foregoing ASSESSMENT AGREEMENT dated Feb. 21, 2024 was sworn and subscribed before me in person this 21 day of February, 2024 by William Coldwell Margaret Coldwell and _____.

Brenda Pricco

Notary Public

STATE OF MINNESOTA)

) SS:

COUNTY OF HENNEPIN)

BRENDA K PRICCO
Notary Public
Minnesota
My Commission Expires
Jan 31, 2025

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

_____

Notary Public

CITY OF SHOREWOOD

RESOLUTION NO. 24-065

A RESOLUTION APPROVING AND ADOPTING A SPECIAL ASSESSMENT

WHEREAS, William Coldwell ("Owner") has requested that the Shorewood City Council specially assess water access charges that affect Owners' property at 5590 Harding Lane, Shorewood, Minnesota (PID 33-117-23-22-0033) and legally described in Exhibit A attached hereto ("Subject Property"); and

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

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

1. The signed Assessment Agreement is hereby accepted and approved.

2. The water access charge amounting to $10,000.00 is hereby adopted and shall constitute a special assessment against the Subject Property and hereby made part of this Resolution by reference and that the tract of land therein included is hereby found to be benefited by the charge and connection to municipal water in the amount of the assessment levied against it.

3. Such assessment shall be payable in equal annual installments without deferment extending over a period of five (5) years, the first of the installments to be payable with taxes paid in 2025 and shall bear the interest rate of 5.0% per annum.

4. The Owners, at any time prior to certification of the assessment to the County Auditor, may pay the whole of the assessment on such property, with interest accrued to the date of payment, to the City, except that no interest shall be charged if the entire assessment is paid within thirty (30) days from the adoption of this Resolution; and such owner may at any time thereafter, pay the City the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year. The Owners may also at any time prior to November 15, of any year, pay the remaining unpaid principal balance with interest accrued to December 31 of the year in which such prepayment is made.

5. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of the County.

Adopted by the City Council of the City of Shorewood this 12th day of August 2024.

_____
Mayor Jennifer Labadie

ATTEST

_____
Sandie Thone, City Clerk

Exhibit A

Legal Description

Lot 4, Block 1 of Harding Acres 2nd Addition

Exhibit B

[Assessment Agreement]

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24-066

A RESOLUTION TO ACCEPT QUOTES AND AWARD CONTRACT FOR 5590 HARDING LANE WATER SERVICE CITY PROJECT 24-06

WHEREAS, the city solicited quotes which were received on May 21, 2024, opened and tabulated according to law, with the following quotes received and complying with the request for quote:

Contractor	Total Bid
Highview Plumbing, Inc	$13,900.00
Ernie Mayers Contracting	$40,000.00

WHEREAS, Highview Plumbing, Inc. is the lowest responsible bidder; and

WHEREAS, Highview Plumbing. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood that the Mayor and Staff hereby authorized and directed to enter into a contract with Highview Plumbing, Inc. based on the lowest quote amount for the 5590 Harding Lane Water Service project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 12th day of August 2024.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item 7B

Title/Subject:	**Approve Overhead Placement of Metronet Fiber Optic Cable**
Meeting Date:	August 12, 2024
Prepared by:	Marc Nevinski, City Administrator
Reviewed by	Jared Shepherd, City Attorney
	Matt Morreim, Public Works Director
Attachments:	**Deployment Maps**
	Resolution

Background

Metronet is proposing to deploy fiber optic cable throughout Shorewood and provide internet services to residents and businesses. This work is part of a larger deployment in areas of Carver County adjacent to Shorewood.

Metronet proposes to deploy fiber optic cable both overhead where overhead utilities already exist, and underground where overhead facilities are not present. City Right of Way Code Section 901.05 requires utilities installed after 2018 to be placed underground unless otherwise approved by the Council. Section 901.18 Subd 1 further requires undergrounding by telecommunication companies, but also states…*telecommunication right-of-way users may attach equipment and facilities to existing poles and structures maintained by a service or utility service.*

Given the conflicting code provisions, Council is asked to approve Metronet's hybrid deployment plan to locate facilities on both existing poles and underground. It is worth noting that City Code Section 901.19 Subd. 2 requires above ground telecommunications equipment and facilities to be relocated underground at the City's request and at the owner's expense.

The attached maps show the locations where Metronet's deployment is planned. The maps are available online https://www.shorewoodmn.gov/AgendaCenter/ViewFile/Item/299?fileID=1632 and viewers can zoom in to see more detail. Overhead deployment is shown in bright blue and underground lines are shown in red. Metronet states that the ratio is approximately 50/50%.

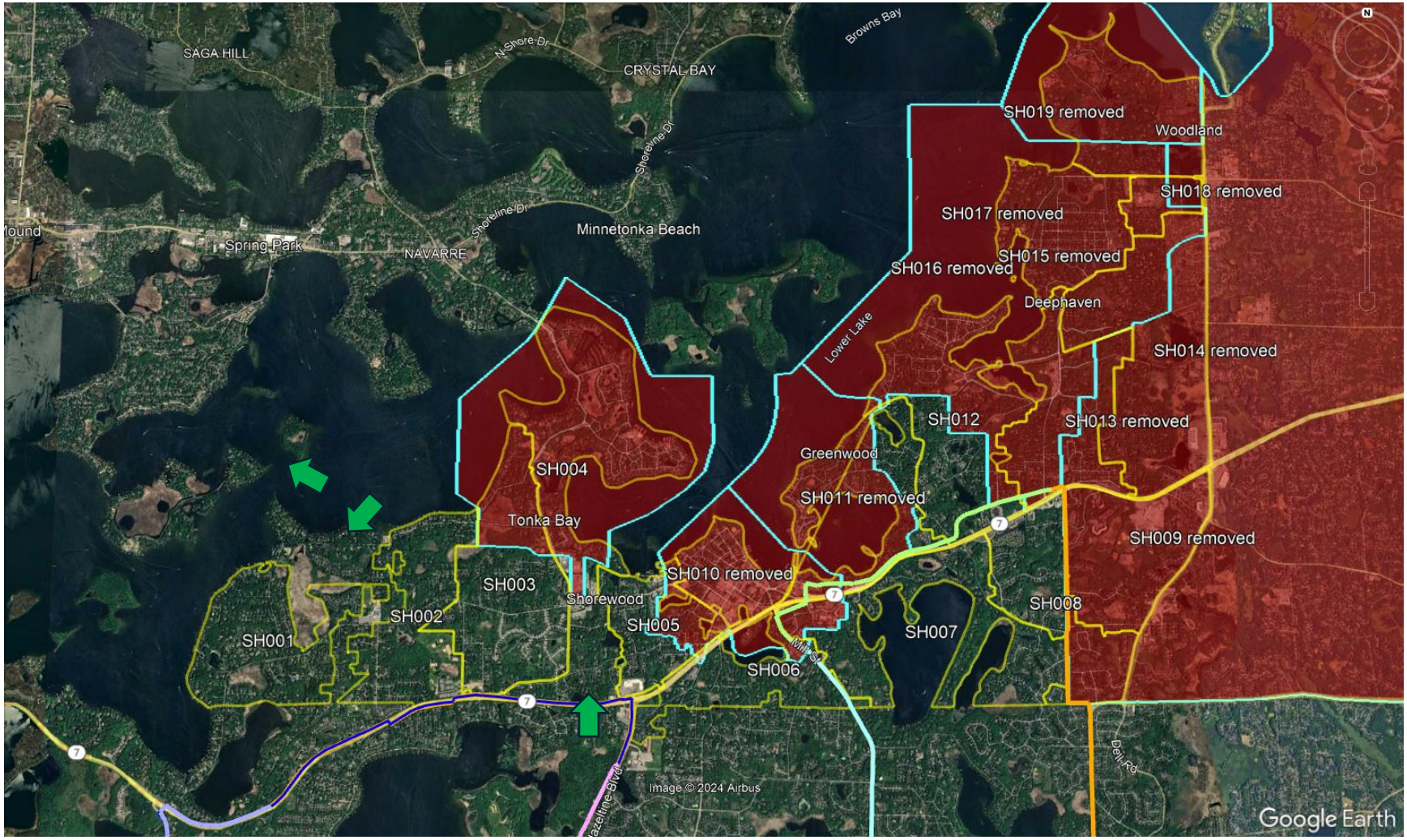
There are two areas within Shorewood not included in this deployment. These areas include Echo Road, Mary Lake Trail, and Wood Drive in the central portion of Shorewood and Edgewood Rd and Enchanted Lane on the islands in the northwest. Additionally, private streets and developments (HOAs, etc…) are not included in this deployment. Metronet stated that these areas will be picked up by a different department once this planned buildout is complete.

According to a July 24, 2024 press release, T-Mobile and an investment firm have entered into a joint venture to acquire Metronet in 2025.

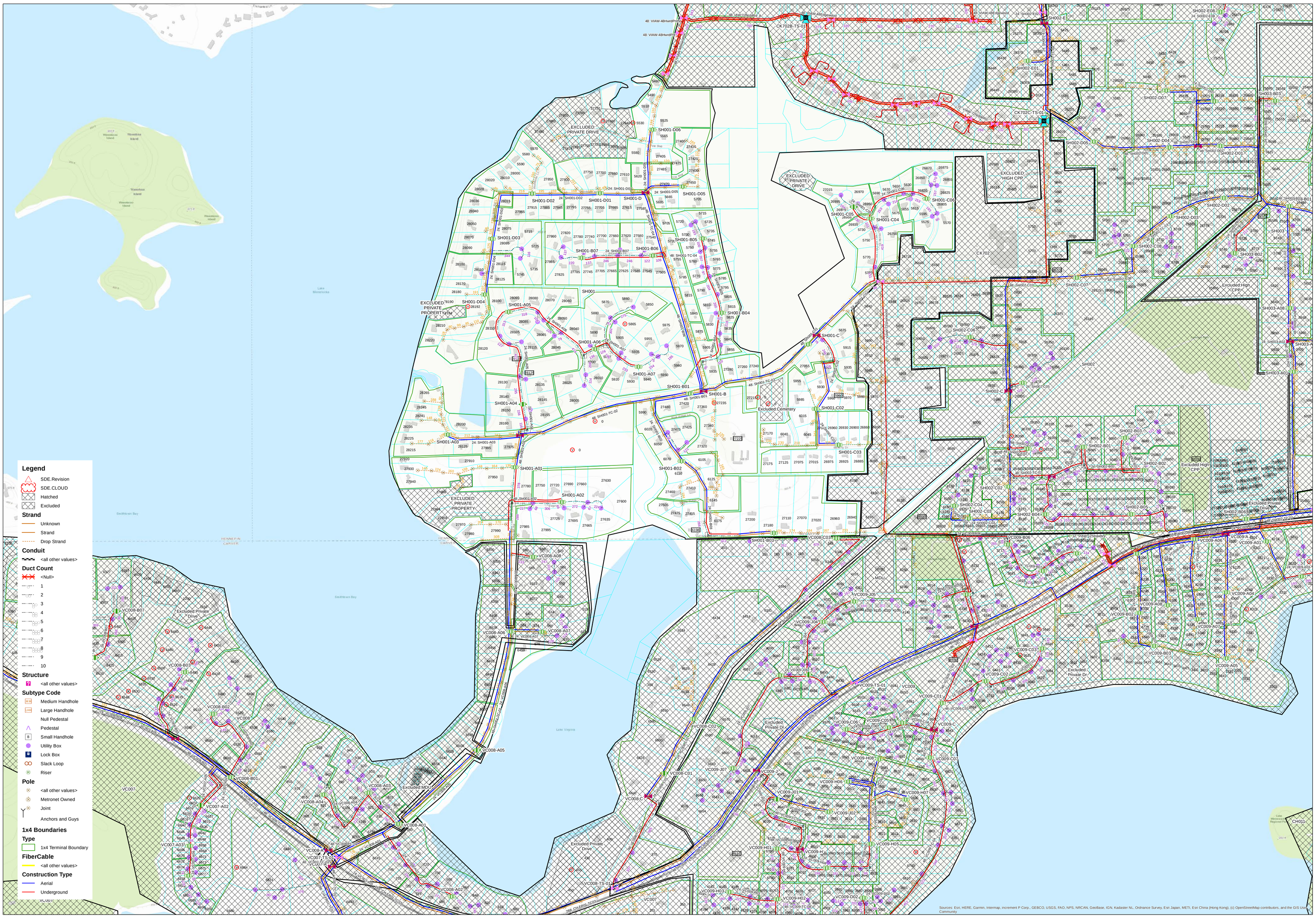
Financial Considerations
No immediate financial considerations. Metronet must obtain right of way permits and pay permitting fees.

Action Requested
Motion by Council to adopt the attached resolution.

A majority vote by the Council is required.



Notes Gaps in Metronet 2024 Shorewood Depolyment Plan



1:5,500

DESIGN ENG	
USER NAME: arcgis	
DATE	12/7/2020
PROJECT NBR	SHWDMN.02232.CB

LCP CONSTRUCTION DRAWING

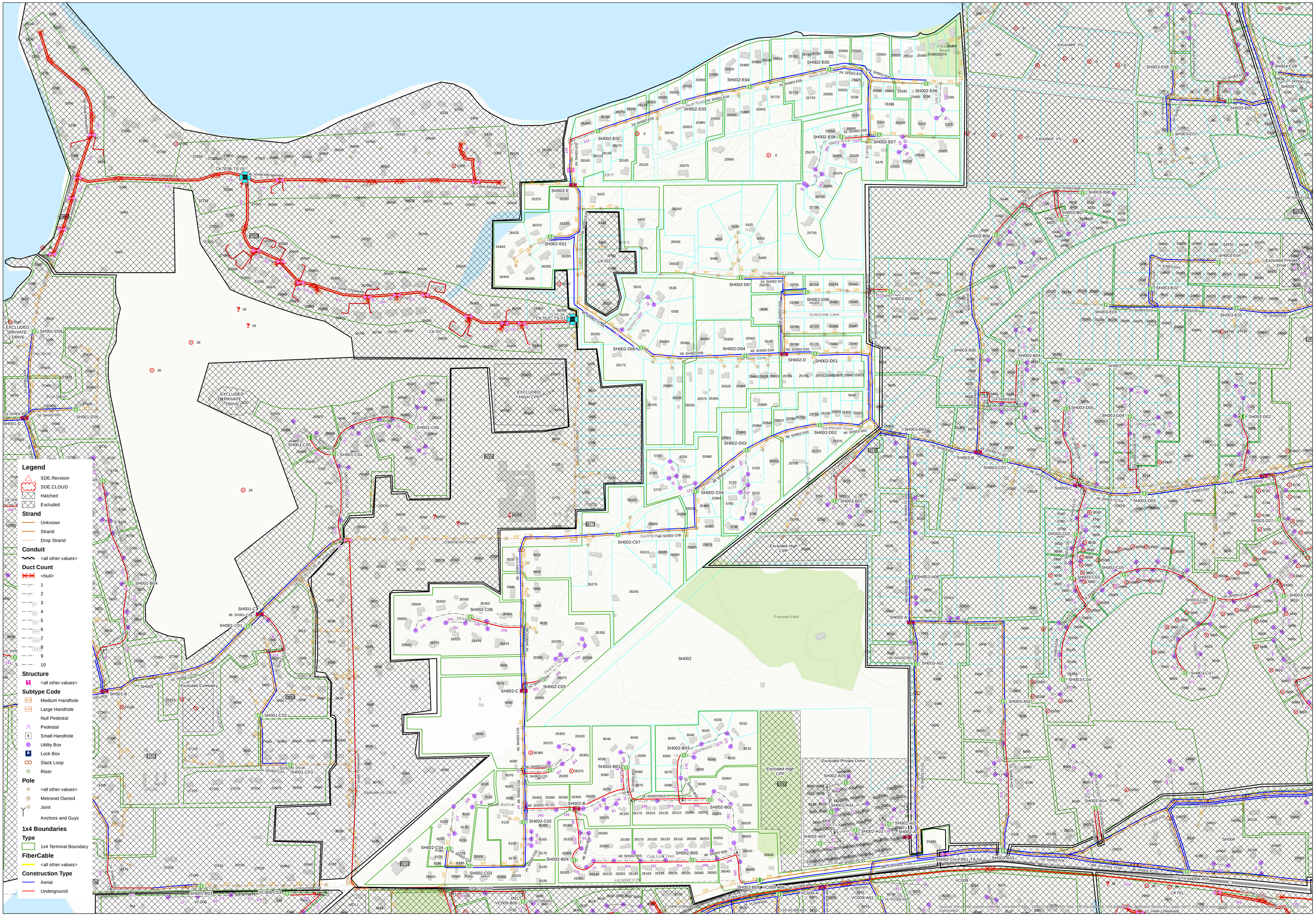
ROUTE: SH001-REV0

PROJECT: SHOREWOOD, MN - CITY BUILD

LOCATION: SHOREWOOD, MN

REV	DATE	DESCRIPTION	ENG	DRAFTER

THIS PRINT AND DESIGN ARE THE SOLE PROPERTY OF METRONET AND SHALL BE CONSIDERED CONFIDENTIAL. THIS PRINT MAY NOT BE REPRODUCED IN ANY WA



1:4,000

PROJECT NBR SHWDMN.02232.CB

DATE 12/22/2020

USER NAME: arcgis

DESIGN ENG

LCP CONSTRUCTION DRAWING

ROUTE: SH002-REV0

PROJECT: SHOREWOOD CITY BUILD

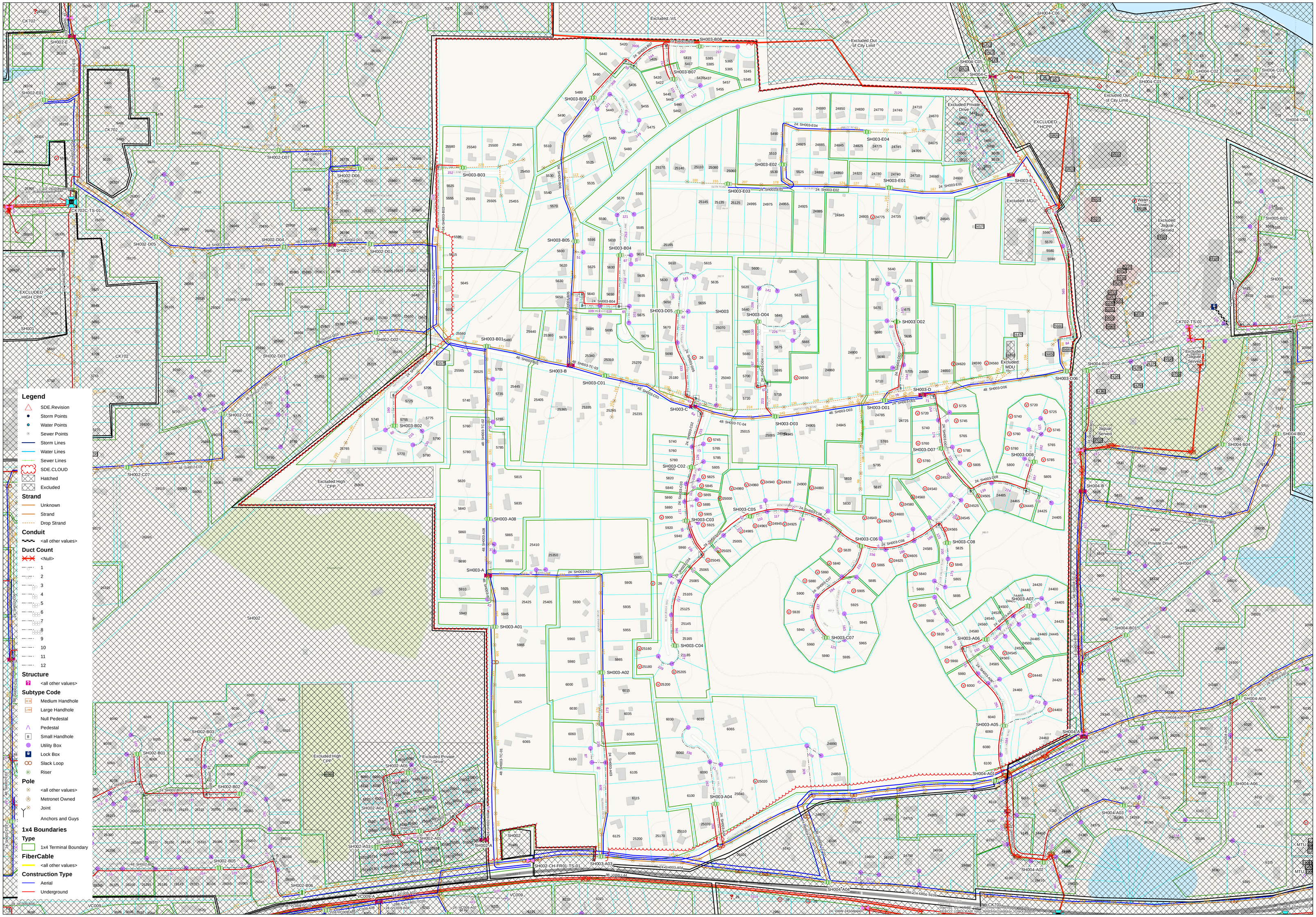
LOCATION: SHOREWOOD, MN.

REV	DATE	DESCRIPTION	ENG	DRAFTER

THIS PRINT AND DESIGN ARE THE SOLE PROPERTY OF METRONET AND SHALL BE CONSIDERED CONFIDENTIAL. THIS PRINT MAY NOT BE REPRODUCED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF METRONET, AND SHALL BE RETURNED UPON REQUEST

METRONET

3701 Communications Way
Evansville, In 47715



1:3,250

DESIGN ENG	
USER NAME: arcgis	
PROJECT NBR	SHWDMN.02232.CB
DATE	5/2/2023

LCP CONSTRUCTION DRAWING

ROUTE: SH003-REV1

PROJECT: SHOREWOOD, MN CITY BUILD

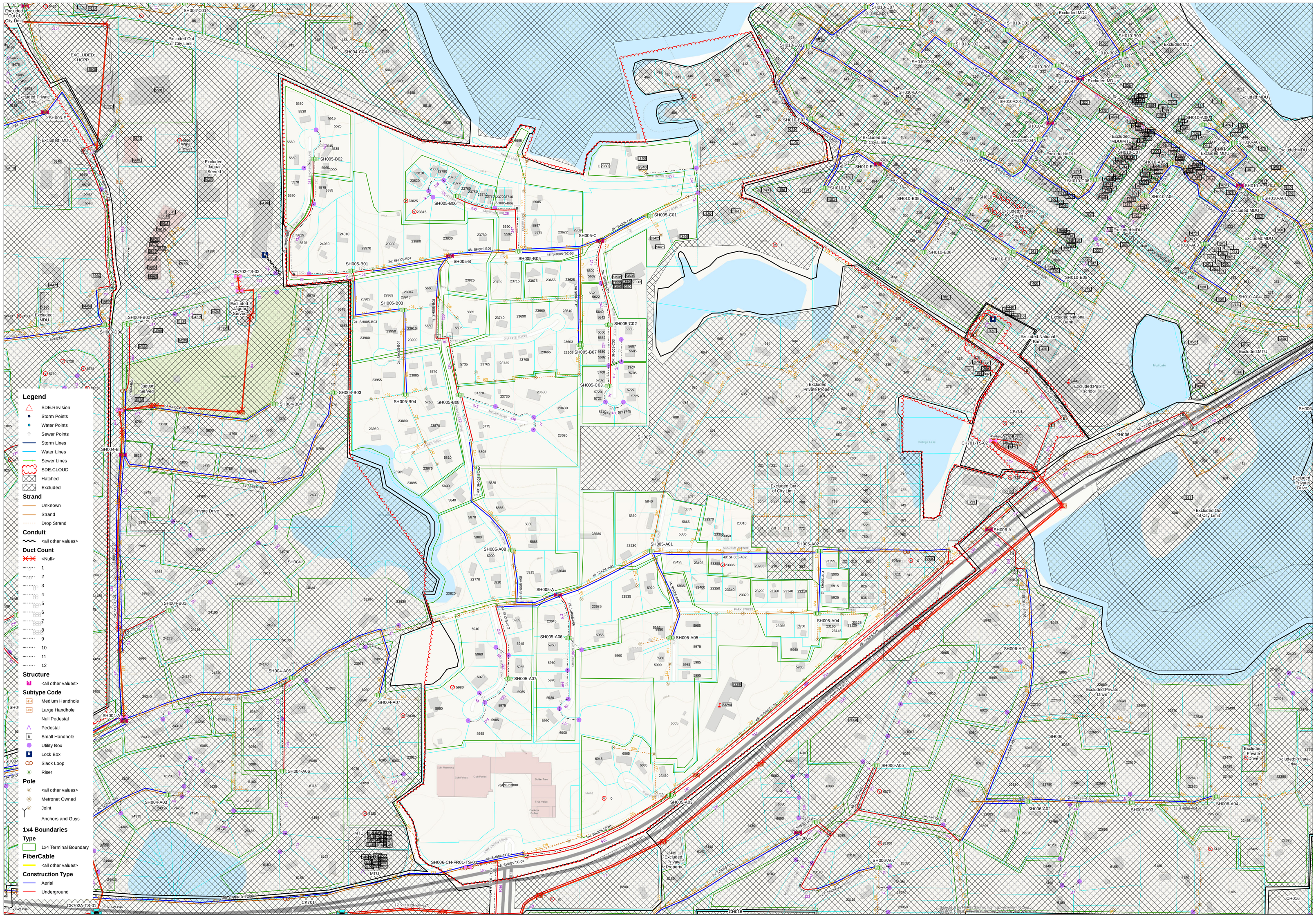
LOCATION: SHOREWOOD, MN

REV	DATE	DESCRIPTION	ENG	DRAFTER

THIS PRINT AND DESIGN ARE THE SOLE PROPERTY OF METRONET AND SHALL BE CONSIDERED CONFIDENTIAL. THIS PRINT MAY NOT BE REPRODUCED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF METRONET, AND SHALL BE RETURNED UPON REQUEST

metronet™

3701 Communications Way
Evansville, In 47715



1:3,000

DESIGN ENG	
USER NAME: arcgis	
DATE	5/3/2023
PROJECT NBR	SHVDMN.02232.CB

LCP CONSTRUCTION DRAWING

ROUTE: SH005-REV1

PROJECT: Shorewood, MN City Build

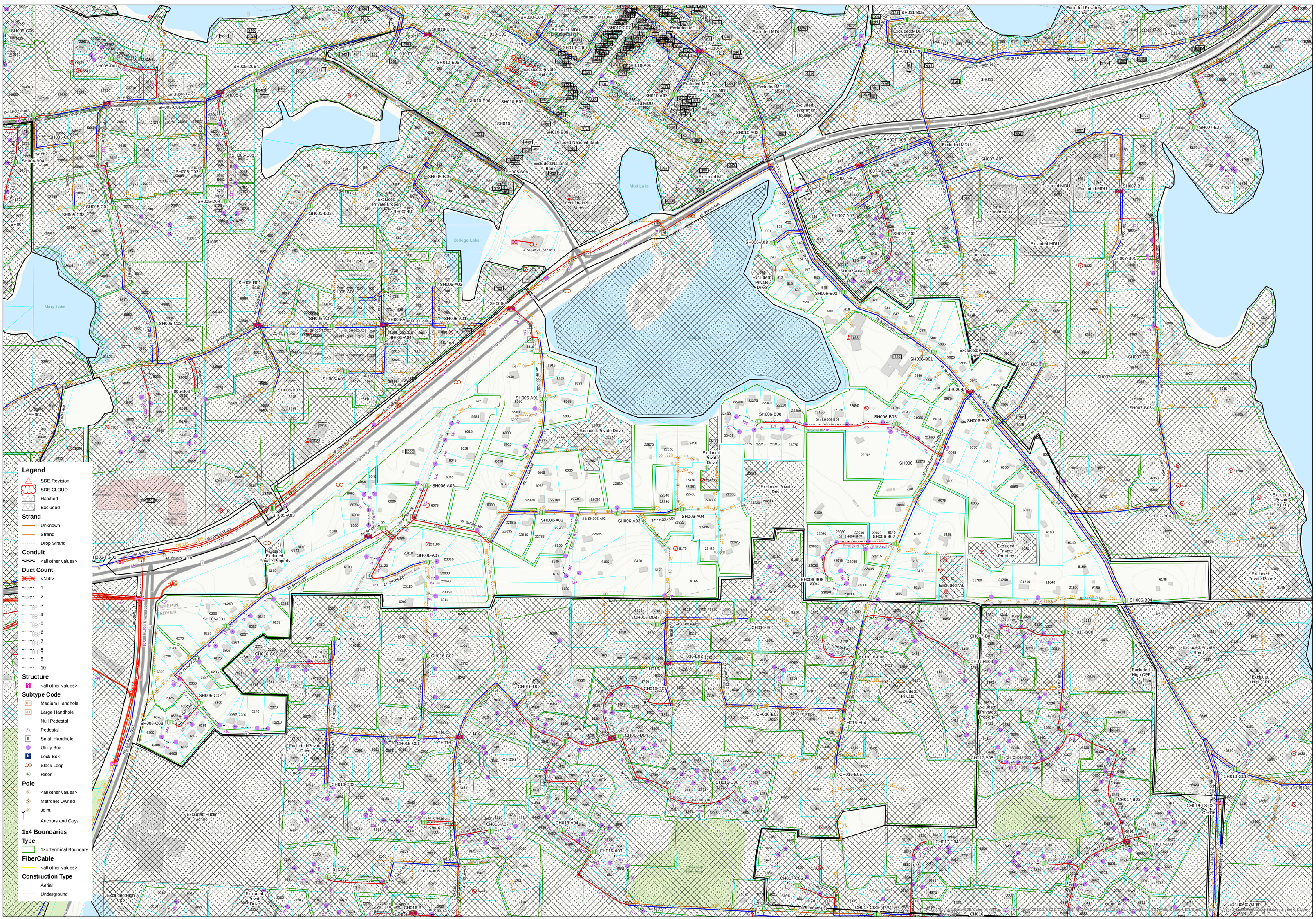
LOCATION: Shorewood, MN

REV	DATE	DESCRIPTION	ENG	DRAFTER

THIS PRINT AND DESIGN ARE THE SOLE PROPERTY OF METRONET AND SHALL BE CONSIDERED CONFIDENTIAL. THIS PRINT MAY NOT BE REPRODUCED IN ANY WAY WITHOUT THE WRITTEN CONSENT OF METRONET, AND SHALL BE RETURNED UPON REQUEST

metronet™

3701 Communications Way
Evansville, In 47715



1:4,000

DESIGN ENG

USER NAME: arcgis

DATE 12/10/2020

PROJECT NBR SHWDMN.02232.CB

LCP CONSTRUCTION DRAWING

ROUTE: SH006-REV0

PROJECT: SHOREWOOD CITY BUILD

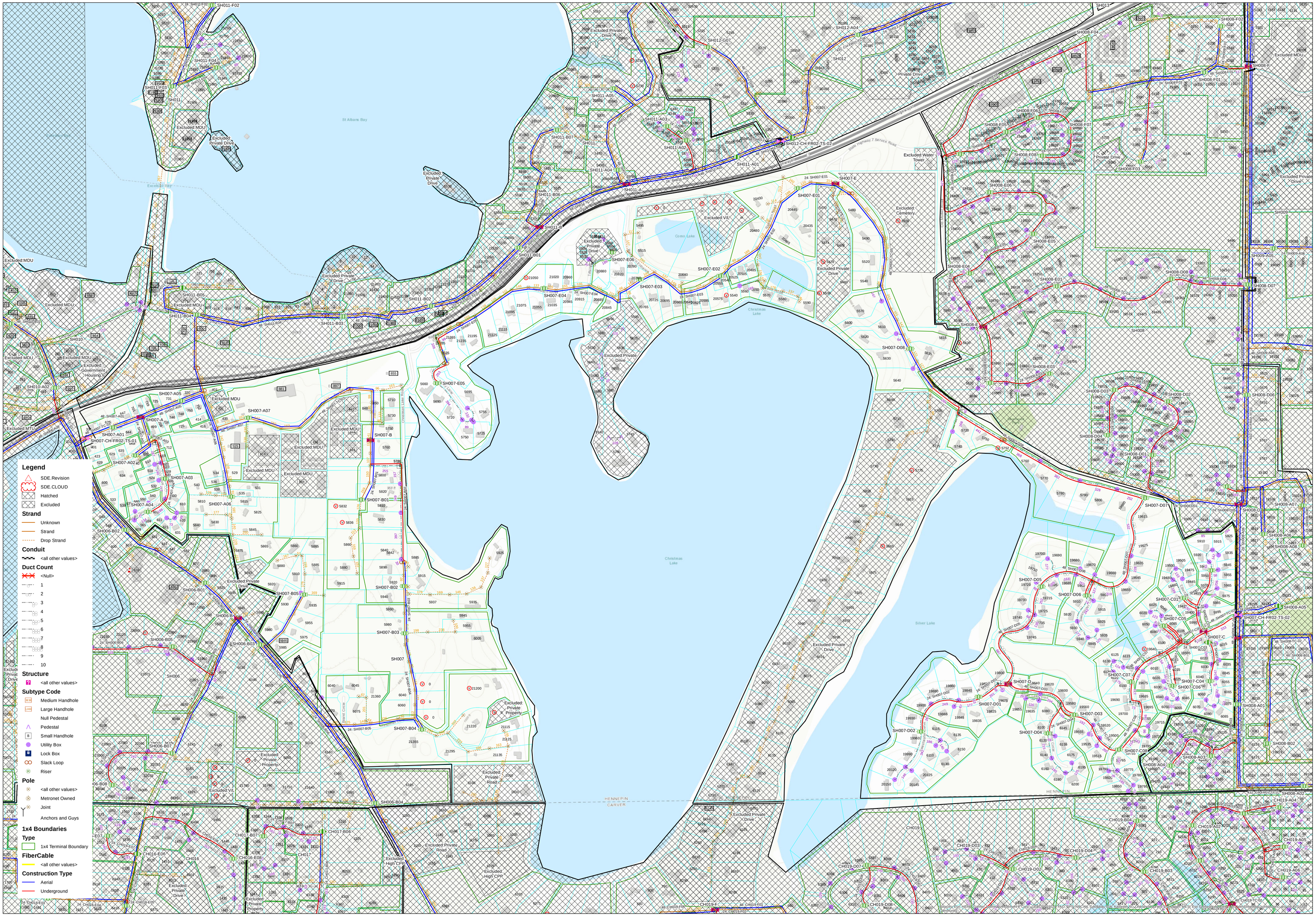
LOCATION: SHOREWOOD, MN.

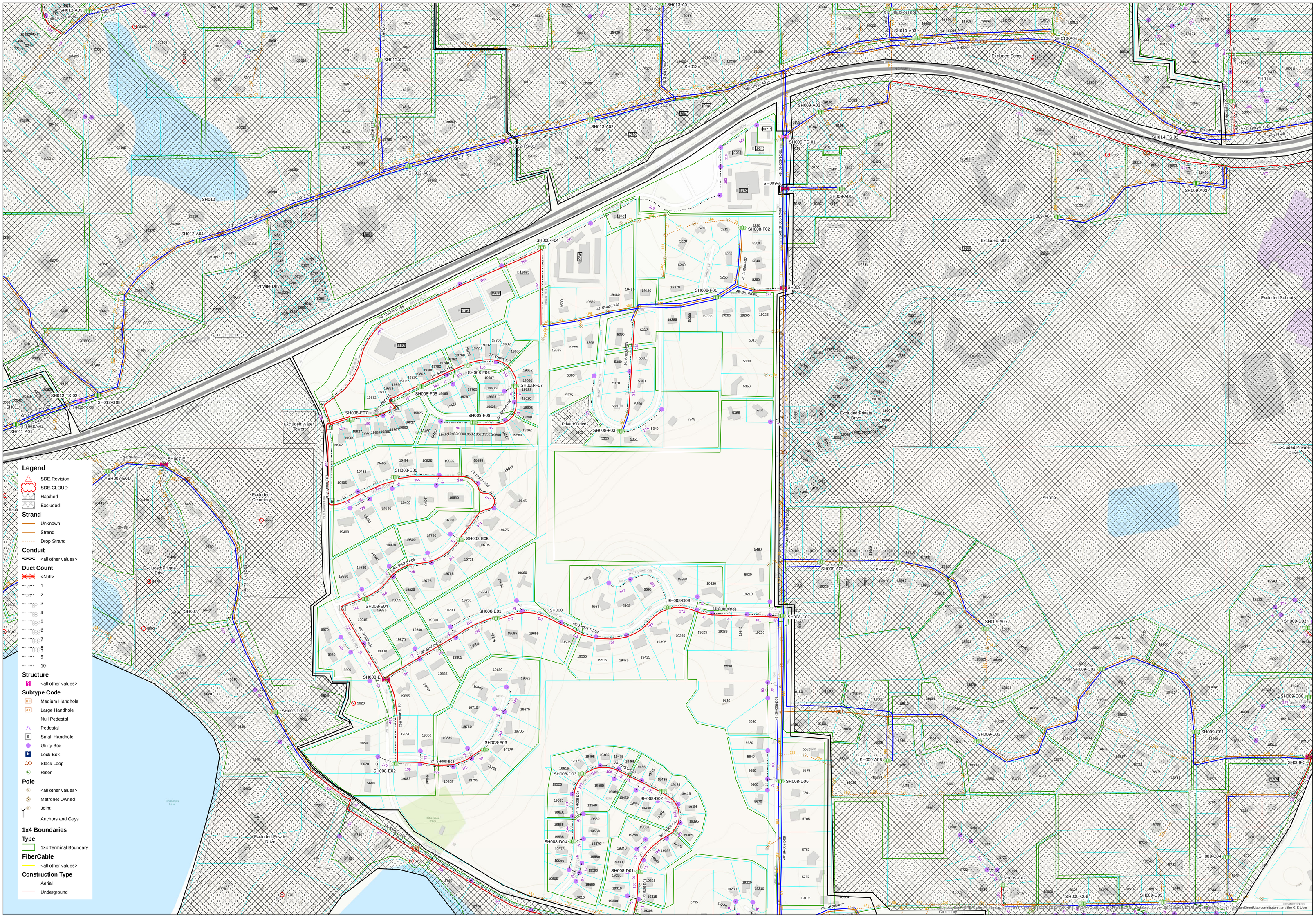
REV	DATE	DESCRIPTION	ENG	DRAFTER

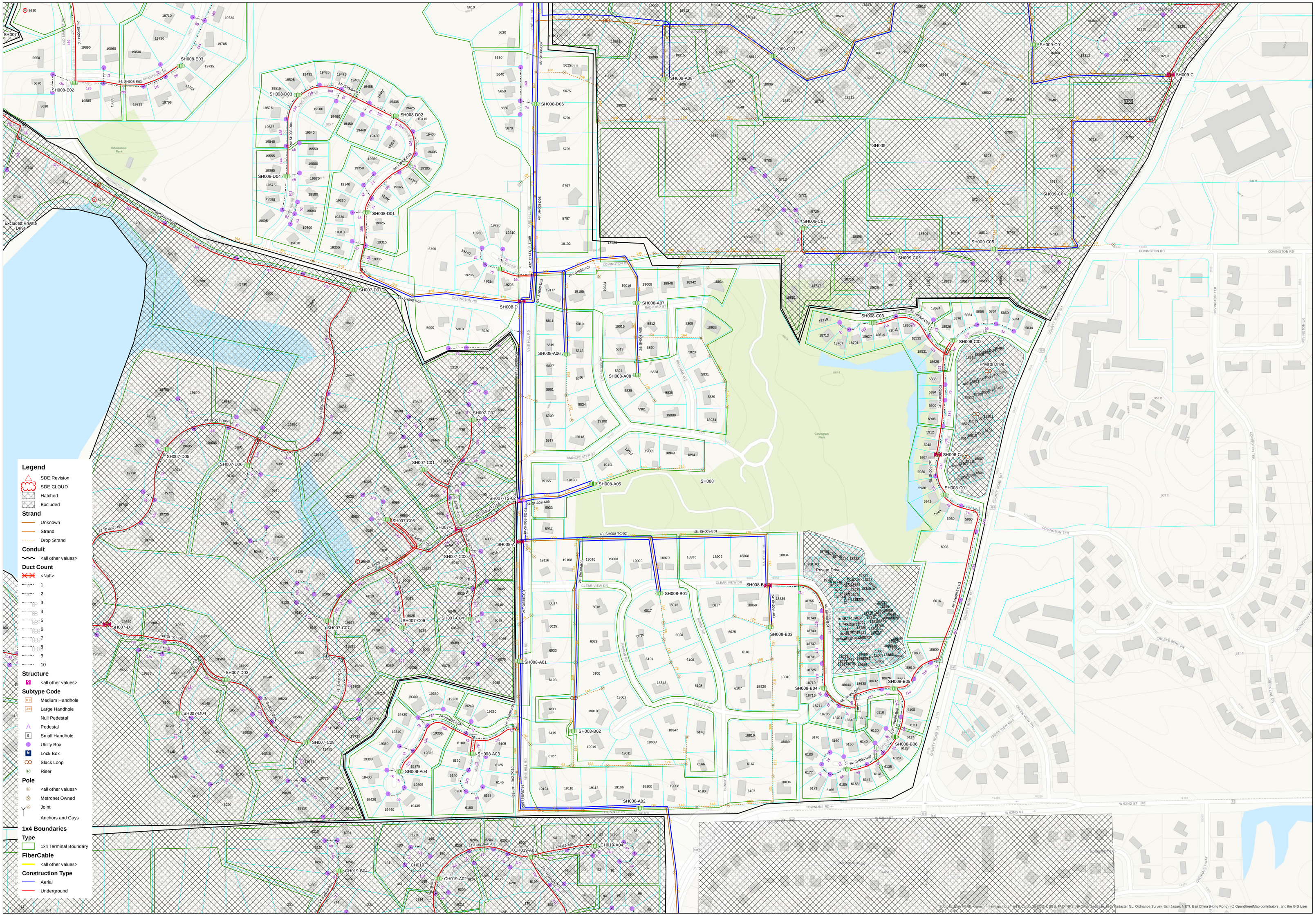
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METRONET

3701 Communications Way
Evansville, In 47715


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USER NAME: arcgis	
DATE	12/9/2020
PROJECT NBR	SHWDMN.02232.CB

LCP CONSTRUCTION DRAWING

ROUTE: SH008-REV0

PROJECT: SHOREWOOD CITY BUILD

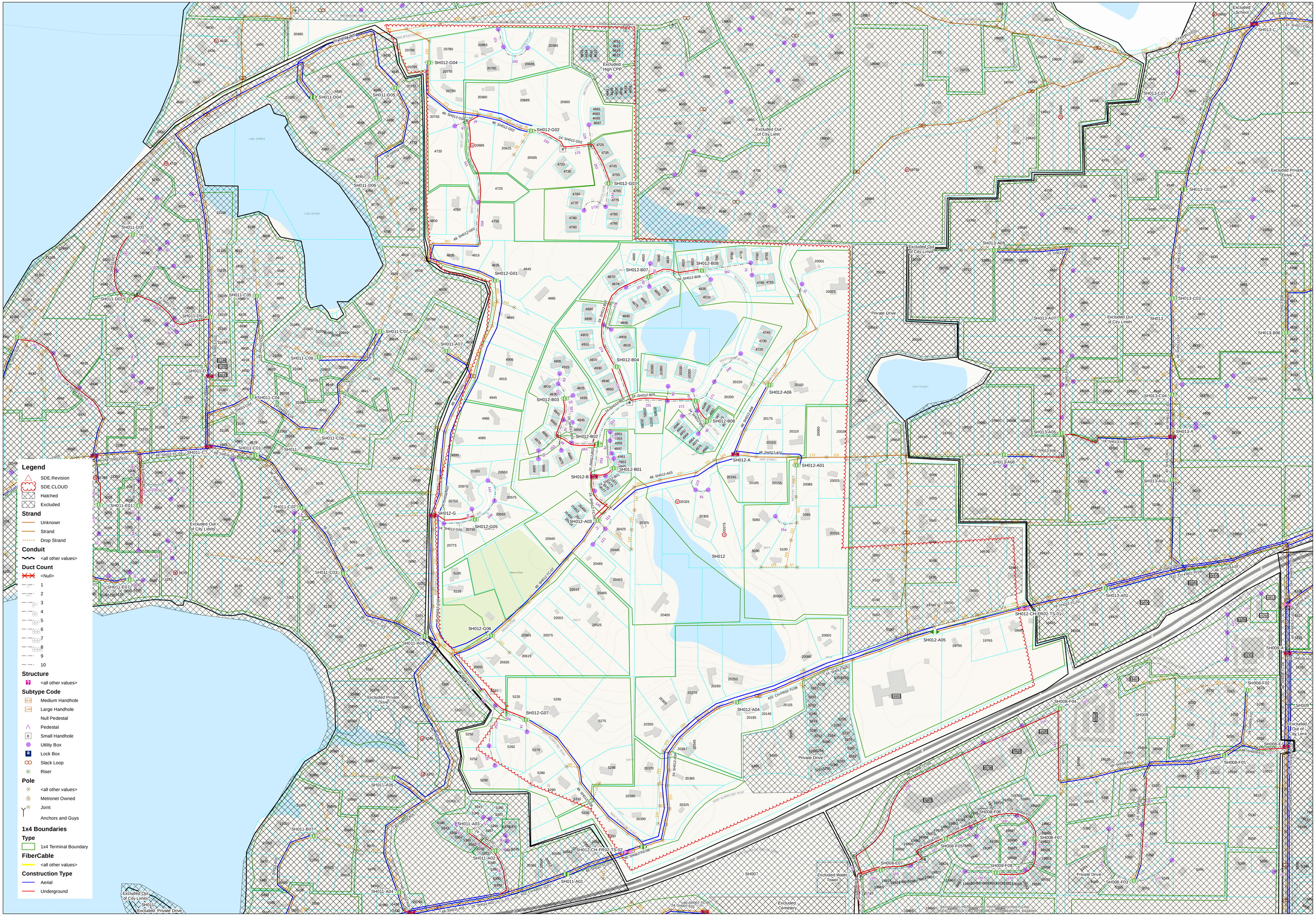
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CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 24-069

A RESOLUTION APPROVING METRONET FIBER OPTIC DEPLOYMENT PLAN TO PLACE FACILITIES ON EXISTING POLES AND STRUCTURES

WHEREAS, Metronet is proposing to deploy fiber optic cable throughout Shorewood and provide internet services to residents and businesses; and

WHEREAS, Metronet proposes to deploy fiber optic cable both overhead where existing overhead utilities exist, and underground where overhead facilities are not present; and

WHEREAS, City Right of Way Code Section 901.05 requires utilities installed after 2018 to be placed underground unless otherwise approved by the Council; and

WHEREAS, Section 901.18 Subd 1 further requires undergrounding by telecommunication companies, but also states that telecommunication right-of-way users may attach equipment and facilities to existing poles and structures maintained by a service or utility service; and

WHEREAS, City Code Section 901.19 Subd. 2 requires above ground telecommunications equipment and facilities to be relocated underground at the City's request and at the owner's expense; and

WHEREAS, Metronet has submitted plans to the City identifying the areas and locations in Shorewood where it plans to deploy fiber optic cable both underground and on existing poles and structures; and

WHEREAS, the City Council finds that the deployment of additional fiber optic facilities throughout Shorewood is a benefit to residents that will provide additional telecommunications options and result in improved service and competition.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that it approves of Metronet's plan to deploy fiber optic cable throughout the City of Shorewood both attaching equipment and facilities to existing poles and structures and locating facilities and equipment underground where existing poles and structures do not already exist.

Adopted by the City Council of Shorewood, Minnesota this 12th day of August 2024.

_____
Jennifer Labadie, Mayor

Attest:

_____
Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item 8A

Title/Subject: **Approve the SLMPD 2025 Budget**
Meeting Date: August 12, 2024
Prepared by: Marc Nevinski, City Administrator
Reviewed by: Jeanne Schmuck, Finance Director
Attachments: **2025 Budget Power Point (July 10 Coordinating Committee)**
Resolution

Background

The SLMPD must submit its proposed 2025 budget to the member cities for approval under the terms of the Joint Powers Agreement. The Coordinating Committee considered the final 2025 budget at its meeting on July 10th. The proposed budget is an increase of 9.3% of the member cities share for operations plus a 3.3% increase for capital expenditures (body cameras and laptops) which is proposed to be funded from the Public Safety Aid funds cities received from the State in December of 2023. The SLMPD's total 2025 budget is $3,963,171, a $315,028 increase over 2024. This total includes the capital expenditures.

Police Chief Brian Tholen presented the 2025 proposed budget to the City Council on July 8th and to the SLMPD Coordinating Committee on July 10th. The presentation is attached and includes supporting details about the 2025 budget. Highlights include:

- Addition of a 4th Sergeant
- Addition of a part-time administrative specialist
- Removal of a position due to hiring challenges
- Contractual increases (vehicle leases, benefits, etc…)

Financial Considerations

Shorewood's share of the SLMPD 2025 operating budget is $1,680,478. This is an increase of $142,435 over 2024. Additionally, Shorewood's share of the capital expenditure for body cameras and laptops is $50,708. Council previously discussed funding this expenditure with the City's Public Safety Aid allocation.

Action Requested

Motion to adopt resolution approving the South Lake Minnetonka Police Department 2025 Budget.

A majority vote by the Council is required.

2025 SLMPD Budget Proposal

July 10th, 2024

Chief Brian J. Tholen

2025 SLMPD 9.3% Budget Proposal:

- **Detailed Budget Review:** Increases/Decreases (Salaries: 10.6%, Health Insurance: .5%, PERA: 16.2%, Disability Benefits: 25.8%, Repairs/Maint.: 6.1% & Capital Plan/Vehicle leases: 43.8%)
- **Positions added:**
  - 4th Sergeant position added from current staff
  - PT Administrative Specialist in July, 2025
  - .8% increase to add both positions
- **Public Safety Aid Funds:**
  - $102K for BWC's and Squad computers (18% of the Public Safety Aid funds)
  - $540K received by all for cities in Dec. 2023

	2025 Budget		2024 Budget		Variable %	$ Change
Income						
40101 · Excelsior (27.9582%)	945,076		864,973		9.3%	80,103
40102 · Greenwood (8.5557%)	289,210		264,696		9.3%	24,514
40103 · Shorewood (49.7136%)	1,680,478		1,538,043		9.3%	142,435
40104 · Tonka Bay (13.7722%)	465,544		426,085		9.3%	39,459
42210 · Public Safety Funds / Excelsior	28,517				3.3%	28,517
42211 · Public Safety Funds / Greenwood	8,727				3.3%	8,727
42212 · Public Safety Funds / Shorewood	50,708				3.3%	50,708
42213 · Public Safety Funds / Tonka Bay	14,048				3.3%	14,048
40110 · Court Overtime	7,500		7,500		0.0%	
40120 · Excelsior Park, Dock & Code Enforcement Services	46,000		46,000		0.0%	
42100 · State Police Officer Aid	160,000		132,000		21.2%	
42150 · DWI Police Officer Grant	115,500		115,500		100%	
42200 · State Training Reimbursement	18,000		15,000		20.0%	
43100 · Minnetonka School District	6,863		6,838		0.4%	
43200 · Administrative Requests	7,000		7,000		0.0%	
43400 · Special Policing Details	27,000		27,000		0.0%	
44000 · Investment Income	5,000		5,000		0.0%	
46400 · Forfeitures	18,000		15,000		0.0%	
46500 · Grant Reimbursements	45,000		20,000		125.0%	
46600 · Other Reimbursements	25,000		60,000		-58.3%	
Total Income	**3,963,171**		**3,550,635**		**11.6%**	**315,028**
Expense	Income $582,863					

	2025		2024		
50100 - Full-Time Salaries	2,145,736		1,939,613		10.6%
50200 - General Overtime	40,000		40,000		0.0%
50230 - Reimbursed Overtime	61,338		61,338		0.0%
50300 - Part-Time Salaries	44,333		43,508		1.9%
50320 - Excelsior PSO/CE Salaries	46,000		46,000		0.0%
50500 · Social Security & Medicare	40,789		45,000		-9.4%
50600 · PERA Pensions	393,741		338,919		16.2%
50700 · Health Insurance Benefits	315,421		313,775		0.5%
50800 · Disability Benefits	9,450		7,512		25.8%
51000 · Contracted Services	33,682		31,822		5.9%
52100 · IT Equipment Leases	62,323		62,323		0.0%
52200 · Repairs and Maintenance	85,029		80,145		6.1%
52300 · Utilities	81,143		78,983		2.7%
52400 · Janitorial & Cleaning	9,840		8,340		18.0%
52500 · Printing & Publishing	2,500		2,500		0.0%
53000 · Supplies / Fuel	89,329		86,399		3.4%
54000 · Uniforms & Gear	21,800		20,500		6.3%
54500 · Training and Education	44,760		41,880		6.9%
56000 · Liability / Causality Insurance	226,019		219,620		2.9%
56100 · Subscriptions & Memberships	2,130		2,130		0.0%
57000 · Special Projects	24,931		24,060		3.6%
57100 · Public Safety Aid Expenses	102,000				
58000 · Capital Plan / Vehicle Leases	80,886		56,269		43.8%
Total Expense	**3,963,181**		**3,550,635**		**11.6%**
Expenses (-) Income	**3,380,318**				

Explanations on the increases/decreases

- **Salaries:**
  - 4.5% contractual wage increase
  - 7 - Employees receiving step increases
  - 3 – Employees receiving longevity increases

To offset increase:

- Removed a FT position due to hiring challenges / Anticipating not being fully staffed. Was at a 12.9%

50100 - Full-Time Salaries	2,145,736		1,939,613		10.6%
50200 - General Overtime	40,000		40,000		0.0%
50230 - Reimbursed Overtime	61,338		61,338		0.0%
50300 - Part-Time Salaries	44,333		43,508		1.9%
50320 - Excelsior PSO/CE Salaries	46,000		46,000		0.0%

Explanations on the increases/decreases

(cont.)

- Insurance/Benefits: Health, Disability, PERA and Causality/Liability Insurance increases

50600 · PERA Pensions	393,741		338,919		16.2%
50700 · Health Insurance Benefits	315,421		313,775		0.5%
50800 · Disability Benefits	9,450		7,512		25.8%
51000 · Contracted Services	33,682		31,822		5.9%
56000 · Liability / Causality Insurance	226,019		219,620		2.9%

Explanations on the increases/decreases

(cont.)

- Repairs and Maintenance and Capital Plan/Vehicle leases:

52200 · Repairs and Maintenance	85,029		80,145		6.1%
58000 · Capital Plan / Vehicle Leases	80,886		56,269		43.8%

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SOUTH LAKE MINNETONKA POLICE DEPARTMENT
Budget vs. Actual
Financial Statement
May 2024

	Jan - Dec 24	Budget	% of Budget
Income			
40101 · Excelsior	$ 432,486.48	$ 864,973.00	50.0%
40102 · Greenwood	$ 132,348.00	$ 264,696.00	50.0%
40103 · Shorewood	$ 770,225.15	$ 1,538,043.00	50.08%
40104 · Tonka Bay	$ 177,535.40	$ 426,085.00	41.67%
40110 · Court Overtime	$ 2,975.09	$ 7,500.00	39.67%
40120 · Excelsior Park and Dock Patrol	$ 660.28	$ 46,000.00	1.44%
42100 · State Police Officer Aid	$ -	$ 132,000.00	0.0%
42150 · DWI Police Officer Grant	$ 30,565.82	$ 115,500.00	26.46%
42200 · State Training Reimbursement	$ -	$ 13,500.00	0.0%
43100 · Minnetonka School District	$ 3,419.00	$ 6,838.00	50.0%
43200 · Administrative Requests	$ 2,323.00	$ 7,000.00	33.19%
43400 · Special Policing Details	$ 6,150.00	$ 27,000.00	22.78%
44000 · Investment Income	$ 44.03	$ 5,000.00	0.88%
46400 · Forfeitures	$ -	$ 15,000.00	0.0%
46500 · Grant Reimbursements	$ 66,326.45	$ 20,000.00	331.63%
46600 · Other Reimbursements		$ 60,000.00	0.0%
Total Income	$ 1,625,058.70	$ 3,549,135.00	45.79%
Expense			
50100 · Full-Time Salaries	$ 853,946.92	$ 1,935,319.00	44.12%
50200 · General Overtime	$ 28,540.96	$ 40,000.00	71.35%
50300 · Reimbursed Overtime	$ 26,600.88	$ 61,338.00	43.37%
50400 · Part-Time Salaries	$ 15,191.44	$ 43,508.00	34.92%
50500 · Social Security & Medicare	$ 19,921.87	$ 45,000.00	44.27%
50600 · PERA Pensions	$ 221,473.44	$ 338,919.00	65.35%
50700 · Insurance Benefits	$ 121,937.26	$ 313,775.00	38.86%
50800 · Long-Term Disability	$ 1,965.30	$ 7,512.00	26.16%
51000 · Contracted Services	$ 7,101.17	$ 31,822.00	22.32%
52100 · Equipment Leases	$ 54,422.47	$ 62,323.00	87.32%
52200 · Repairs and Maintenance	$ 46,826.52	$ 80,145.00	58.43%
52300 · Utilities	$ 23,010.32	$ 78,983.00	29.13%
52400 · Janitorial & Cleaning	$ 2,780.00	$ 8,340.00	33.33%
52500 · Printing & Publishing	$ 242.41	$ 2,500.00	9.7%
53000 · Supplies	$ 21,812.59	$ 86,399.00	25.25%
54000 · Uniforms & Gear	$ 2,698.94	$ 20,500.00	13.17%
54500 · Training & Conferences	$ 19,551.87	$ 41,880.00	46.69%
56000 · Insurance	$ 219,620.00	$ 219,620.00	100.0%
56100 · Subscriptions & Memberships	$ 4,324.89	$ 2,130.00	203.05%
57000 · Special Projects	$ 14,228.00	$ 24,060.00	59.14%
58000 · Capital Outlay	$ 56,269.00	$ 56,269.00	100.0%
Total Expense	$ 838,186.05	$ 1,420,177.00	59.02%

Contractual increases:

Salaries:	$206,123
PT Salaries:	$825
PERA:	$54,822
Health insurance benefits:	$1,646
Disabilities benefits:	$1,938
Liability/Causality insurances:	$6,399
Records software / LETG and Radio fees:	$53,613
Mandatory POST Trainings/Tuition Reimbursement	$11,620
Capital Plan /Vehicle leases:	$24,617
Total:	**$361,603**

Overall increase of 11.6% @ $412,546

Contractual increases @ $361,603 (87.6%)

Operational increases @ $50,943 (12.4%)

2025 increases are 87.6% contractual

4th Sergeant and PT Administrative Assistant

- Increased calls for service up 26%
  - 2022: 10,049
  - 2023: 12,762
  - 2024: 6,113 (07-01-2024)
- Society becoming more violent / Recent SLMPD incidents & Metro wide incidents (Burnsville and Minneapolis)
  - May 15th, 2023 – May 15th, 2024

Date Range	# of shifts with no Day Sergeant	# of shifts with no Chief, Deputy Chief, or Day Sgt.	# of shifts with no night Sgt.
May 15 to June 30 2023	27	6	9
July 1 to September 30 2023	53	13	24
October 1 to December 31 2023	55	21	18
January 1 to March 31 2024	58	18	17
April 1 to May 15 2024	20	6	7
	Total for the year: 213	Total for the year: 64	Total for the year: 75

- 2 Day shifts: 730 shifts / 277 shifts with no Sergeant (37%)
- 1 Night shift: 365 shifts / 75 shifts with no Sergeant (20%)

Benefits in creating a 4th Sergeant:

- **Retention, succession planning and career development**
- **Added 2 officers since 2022 and no additional supervision**
- **Average years experience of our patrol officers: 4.3 years**
- **Profession more complex, technical and mentally/physical challenging, critical incidents**
  - **Higher probability of errors and more public criticism**
- **Sergeant wellness: Current Sgts / 9 months on night shift**

Benefits in creating a 4th Sergeant (cont.):

- Limiting risk, decease liability with additional supervision
- **Enhanced Supervision:** Immediate oversite and ensuring officers follow protocols/prevent misconduct and enhance accountability
- **Improved Decision Making:** More experience. Presence can add to better decision making in complex or high-stress incidents.
- **Officer support:** Real time support, guidance, advice overall and in critical incidents/asking for back-up.
- **Improved Morale and Cohesion:** Officers know they have a reliable leader. Mere presence can deescalate scenes.
- SLMPD has not increased supervisors in the past 20 years

Reasons to add a 4th Sergeant (Cont.)

SLMPD Supervisory span of control and administrative responsibilities need to be realigned

Deputy Chief Ballsrud

- Operations / IT / Fleet / Case Management / Scheduling
- 3 Sergeants
- 2 Detectives and DTF
- Police Administrator

4th Sergeant would realign some admin. responsibilities

- **Overall cost to add a 4th Sergeant:**
  - $1,177 a month / Yearly: $14,126
  - 25.35% Fringe: PERA, S.S & Medicare ($3,580)
  - $17,706 Increase
  - Total City Contributions: $3,380,318
  - .52 % increase in the overall budget

Reasons to add PT Admin. Specialist:

- **Increased calls for service up 26% and arrests up 44% since 2021**
  - **2022: 10,049**
  - **2023: 12,762**
  - **2024: 6,113 (07-01-2024)**

Arrests			
	2021	2022	2023
Assaults	21	15	17
Warrant Arrest	0	9	18
DUI	98	118	233
Domestic OFP/HRO/DANCO	2	3	10
Drugs/Narcotics	7	10	11
Burglary	5	6	8
Sex/Rape	3	5	3
Theft	4	3	7
MV Theft	0	2	3
Weapons	1	3	2
Liquor Law Violation	0	1	2
Disorderly Conduct	2	0	3
Pornography	0	1	1
Totals	**143**	**176**	**318**

Reasons to add a PT Admin Specialist

- Increased demand for records, Body Worn/Squad Cameras, reports and record checks.
- Body Worn Camera redaction process and limiting liability if any data practices rules not followed.
- Requests increasing for backgrounds, firearms applications and license checks.

Reasons to add a PT Admin Specialist:

- **In 2023, a 26% increase in calls for service/incidents**
- **Data practices restrictions and increasing requests**
- **Added two specialty positions, advancements in proactive policing and overall continued progression of SLMPD**

Reasons to add PT Admin. Specialist (cont.):

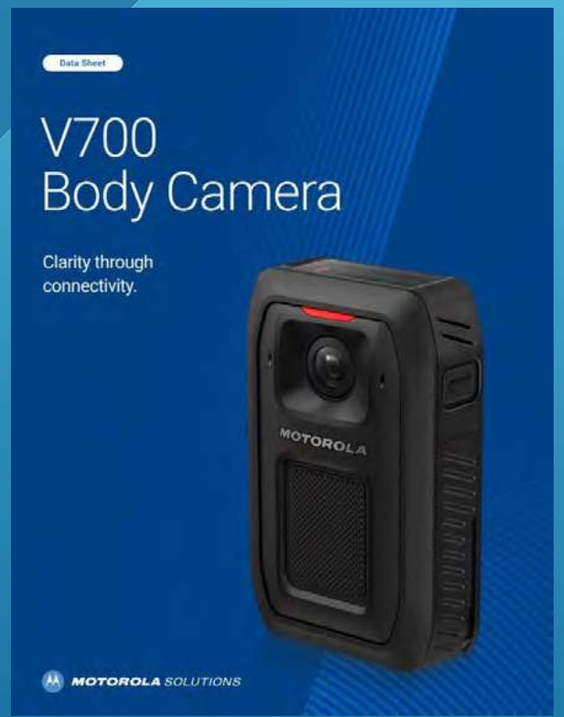
- **Responsibilities on report / arrest processing / Licensing**
  - Disseminating cases to both the prosecutor and defense
  - Redaction on all BWC's footage
  - State and FBI (NIBRS entries)
  - Transcriptions on victim, witness & suspect statements
  - HCAO, Prosecutors and Defense Discovery requests
  - Liquor, tobacco and permit to carry/purchase firearms

- **Overall cost to add a PT Admin Specialist:**
  - $1,625 a month / (6 months): $9,750
  - Total City Contributions: $3,380,318
  - .28 % increase in the overall budget

Public Safety Aid Funds/ 2025 Budget:

- $102,000 in line item 57100 for both BWC's and MDC's
- 18% of the $540K received
- Excelsior: 27.9582% = $28,517.36
- Shorewood: 49.7136% = $50,707.87
- Tonka Bay: 13.7722% = $14,047.64
- Greenwood: 8.5557% = $8,726.81

Public Safety Aid Funds:



WatchGuard V700 Body Worn Cameras (BWC's):



- Currently using several 2017-2018 BWC's.
- Purchased 12 new BWC's in 2023 / Budgeted.
- V700's: 5 - year maintenance/replacement plan/unlimited storage.
- 12 - Watchguard V700's@ $4,500 = $54,000



Public Safety Aid Funds:

Getac S410 Mobile Data Computers (MDC's):

- Currently using MDCs purchased in 2016-2017. Toughbook's: End of life, discontinued model, Software updates, GPS not updating, losing connection dispatch.
- Price per MDC includes: Squad mounts and installation.
- 8 -Getac S410's @ $6,000 = **$48,000**



Grants written/awarded & initiatives by SLMPD since 2022:

Traffic of Office Safety/DWI Officer:	$115K per year
Department of Commerce/FLOCK:	$24K
Rotary: Officer Wellness/Vests/Equip.	$25K
CenterPoint Energy	$2K
AED's	$30K
Hennepin UASI/ EOC updates	$7K
Crime Prevention Fund Contributions	$65K
Sheild616 Bike ride across MN	$30K
Hwy. 7 Safe Roads (7 Cities)	$450K / $64K



Questions / Discussion

RESOLUTION 24-067
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

A RESOLUTION APPROVING THE AMENDED 2025 ANNUAL OPERATING BUDGET OF THE SOUTH LAKE MINNETONKA POLICE DEPARTMENT.

WHEREAS, the City of Shorewood is a member of the South Lake Minnetonka Police Department through a joint powers agreement which also includes the Cities of Excelsior, Greenwood, Tonka Bay; and

WHEREAS, under the terms of the joint powers agreement, member cities must unanimously approve the annual operating budget; and

WHEREAS, the Chief of Police presented a proposed 2025 operating budget for review by the Coordinating Committee for the South Lake Minnetonka Police Department on July 8, 2024; and

WHEREAS, the Coordinating Committee discussed the proposed budget and recommended its consideration by the Member's city councils; and

WHEREAS, the Shorewood City Council reviewed the proposed 2025 budget on August 12, 2024, which included both operations and capital expenditures for body cameras and laptops; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the 2025 budget of the South Lake Minnetonka Police Department in the total amount of $3,963,171, with Shorewood's share including $1,680,478 for operations and $50,708 for capital expenditures for body cameras and laptops, is hereby approved.

Adopted by the Shorewood City Council this 12^{h} day of August 2024.

_____

Jennifer Labadie, Mayor

Attest:

_____

Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item 8B

Title/Subject: **Approval of 2025 Excelsior Fire District Budget**
Meeting Date: August 12, 2024
Prepared by: Marc Nevinski, City Administrator
Attachments: **Summary of 2025 Budget and Allocation by City**
2025 Budget Summary Information
Resolution Approving the 2025 EFD Budget

Background

The Council is asked to consider approval of the 2025 Excelsior Fire District budget. Fire Chief Curt Mackey summarized the proposed 2025 budget at the Council meeting on June 24th. No changes have been made to the budget since the presentation. The Fire Board recommended approval of the budget at its meeting on July 31th and is now awaiting approval of the budget from the member cities. Per the JPA, member cities must receive the EFD annual budget by August 10th and approve the budget no later than September 15th of each year.

Financial Considerations

The proposed EFD 2025 budget includes member cities' contribution of $2,304,733, an increase of 12.2% over the 2024 budget. The increase is due mainly to the addition of staff, which includes a deputy chief and two battalion chiefs, to be hired as follows:

Position	2024	2025
Assistant Chief	½ Year Funded	Full year Funded
Battalion Chief 1	¼ Year Funded	Full Year Funded
Battalion Chief 2	n/a	¼ Year Funded

Shorewood's share of the member cities contribution to the EFD 2025 budget will be $843,578, an increase of $97,217 over 2024.

Action Requested

Motion to adopt the attached resolution approving the 2025 Excelsior Fire District budget.

A majority vote by the Council is required.

EXCELSIOR FIRE DISTRICT
Proposed Budget 2025
$2,304,733

Allocation by City using Joint Powers Agreement 2010 Funding Formula

	Tax Capacity		Cities' Calculated Share of Costs		
	Dollars	Percent	Operations	Facilities	Total
Deephaven	$ 24,316,900	29%	$ 594,425	$ 73,950	$ 668,375
Excelsior	$ 10,615,481	13%	$ 259,495	$ 32,283	$ 291,777
Greenwood	$ 6,922,943	8%	$ 169,231	$ 21,053	$ 190,284
Shorewood**	$ 30,691,156	37%	$ 750,243	$ 93,335	$ 843,578
Tonka Bay	$ 11,304,578	13%	$ 276,340	$ 34,378	$ 310,718
	$ 83,851,058	**100%**	**$ 2,049,733**	**$ 255,000**	**$ 2,304,733**

(Using 2023 Hennepin County Assessors' valuations)

**Total 2023 Tax Capacity less reduction for The Islands served by the Mound FD.

Quarterly Billings

	Operations	Buildings	Total
Deephaven	$ 148,606	$ 18,488	$ 167,094
Excelsior	$ 64,874	$ 8,071	$ 72,944
Greenwood	$ 42,308	$ 5,263	$ 47,571
Shorewood**	$ 187,561	$ 23,334	$ 210,895
Tonka Bay	$ 69,085	$ 8,595	$ 77,680
	$ 512,433	**$ 63,750**	**$ 576,183**

2025 Allocation by City Compared to 2023 & 2024

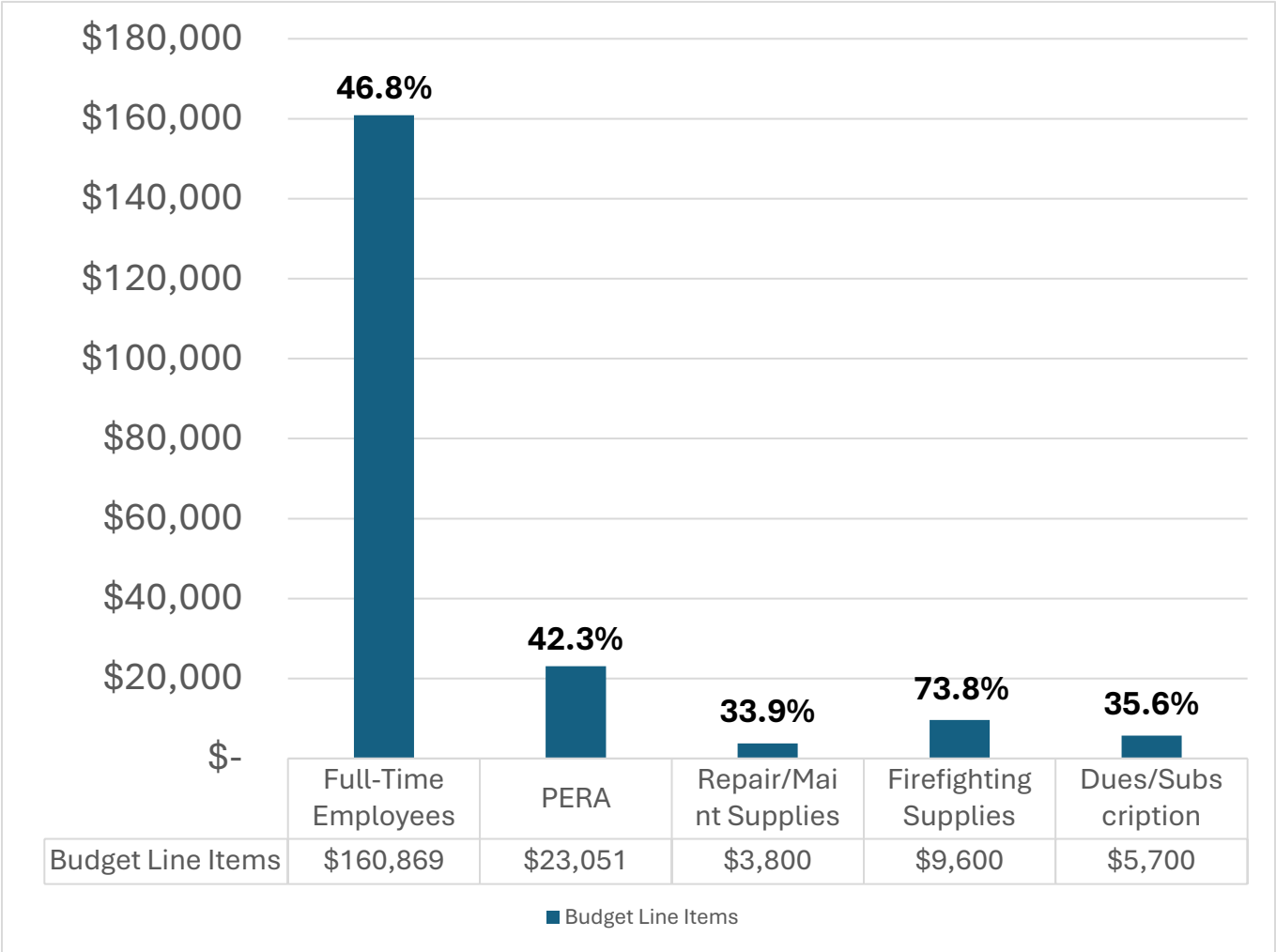
Operating Budget and Capital less Reserves Use and Other Income

City	2023 Budget	2024 Budget	Increase	Percent	2025 Proposed	Increase	Percent
Deephaven	$ 597,318	$ 602,751	$ 5,432	0.9%	$ 668,375	$ 65,624	10.9%
Excelsior	$ 275,640	$ 255,874	$ (19,766)	-7.2%	$ 291,777	$ 35,904	14.0%
Greenwood	$ 167,722	$ 175,165	$ 7,443	4.4%	$ 190,284	$ 15,119	8.6%
Shorewood	$ 742,647	$ 746,361	$ 3,714	0.5%	$ 843,578	$ 97,217	13.0%
Tonka Bay	$ 270,672	$ 273,849	$ 3,177	1.2%	$ 310,718	$ 36,869	13.5%
	$ 2,054,000	**$ 2,054,000**	**-**	**0.00%**	**$ 2,304,733**	**$ 250,733**	**12.2%**

EXCELSIOR FIRE DISTRICT
2024 Operating Budget -DRAFT
FUND 230
1/31/2024

Item	2020 Actual	2021 Actual	2022 Actual	2023 Budget	2024 Budget	2024 Monthly	2024 YTD	2025 Budget	2024 YTD Variance Over (Under)	2024 % of Budget	2025 Budget Increase relative to 2024	2025 % Increase
Total Personal Services	$ 716,835	$ 789,395	$ 898,702	$ 955,456	$ 1,172,104	$ 119,701	$ 117,194	$ 1,496,366	$ (1,054,909)	10.0%	$ 324,263	27.7%
Total Pension Contribution	$ -	$ 173,788	$ 187,458	$ 214,961	$ 220,000	$ -	$ -	$ 231,000	$ -	0.0%	$ 11,000	5.0%
Total Supplies	$ 75,322	$ 96,946	$ 90,020	$ 94,921	$ 111,171	$ 25,145	$ 25,145	$ 124,571	$ (69,776)	22.6%	$ 13,400	12.1%
Total Prof. Services	$ 82,519	$ 67,247	$ 77,067	$ 77,916	$ 86,220	$ 7,740	$ 7,740	$ 71,660	$ (70,176)	9.0%	$ (14,560)	-16.9%
Total Other Services	$ 274,104	$ 243,350	$ 295,523	$ 282,671	$ 356,096	$ 55,647	$ 55,647	$ 378,486	$ (227,024)	15.6%	$ 22,390	6.3%
Total Operating Budget	$ 1,148,780	$ 1,370,726	$ 1,548,770	$ 1,625,925	$ 1,945,591	$ 208,233	$ 205,726	$ 2,302,083	$ (1,420,199)	10.6%	$ 356,493	18.3%
Total Capital Outlay	$ 753,100	$ 715,278	$ 208,662	$ 553,477	$ 309,000	$ 4,943	$ 4,943	$ 255,000	$ (548,534)	1.6%	$ (54,000)	-17.5%
Fire Operating Expenses	**$ 1,901,880**	**$ 2,086,004**	**$ 1,757,431**	**$ 2,179,402**	**$ 2,254,591**	**$ 213,176**	**$ 210,669**	**$ 2,557,083**	**$ (1,968,733)**	**9.3%**	**$ 302,493**	**13.4%**
State Fire Aid	$ -	$ 173,788	$ 187,458	$ 214,961	$ 220,000	$ -	$ -	$ 231,000	$ -	0.0%	$ 11,000	5.0%
Municipal Fire Contracts	$ 1,829,003	$ 1,882,858	$ 1,975,000	$ 2,054,000	$ 2,054,000	$ 513,500	$ 513,500	$ 2,304,733	$ (1,540,500)	25.0%	$ 250,733	12.2%
Interest Earnings	$ 7,959	$ 1,172	$ 1,526	$ 1,100	$ 1,100	$ 439	$ 439	$ 1,100	$ (661)	39.9%	$ -	0.0%
Refunds & Reimbursements	$ 11,316	$ 29,570	$ 82,435	$ 5,000	$ 5,000	$ 77	$ 77	$ 5,000	$ (4,923)	1.5%	$ -	0.0%
Donations	$ 4,250	$ 3,250	$ 1,800	$ 2,000	$ 2,000	$ -	$ -	$ 2,500	$ (2,000)	0.0%	$ 500	25.0%
Shared Services Income	$ 36,600	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	0.0%
Special Event Permits	$ 3,452	$ -	$ 7,640	$ 5,000	$ 10,000	$ -	$ -	$ 12,750	$ (5,000)	0.0%	$ 2,750	27.5%
Transfers	$ -	$ -		$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	0.0%
Total Operating Revenue	**$ 1,892,580**	**$ 2,090,638**	**$ 2,255,859**	**$ 2,282,061**	**$ 2,292,100**	**$ 514,016**	**$ 514,016**	**$ 2,557,083**	**$ (1,768,045)**	**22.4%**	**$ 264,983**	**11.6%**
Balance	$ (9,300)	$ 4,634	$ 498,428	$ 102,659		$ 300,840	$ 303,347	$ (0)				
Balance January 1st	$ 419,349	$ 352,952	$ 341,962	$ 303,296			$ 352,952	$ 303,296				
Balance December 31st	$ 352,952	$ 341,962	$ 303,296	$ 323,919			$ 656,299	$ 303,296				
Unassigned Fund Balance %	25.75%	19.36%	20.21%	18.56%								

2025 EFD BUDGET HIGHLIGHTS



	Full-Time Employees	PERA	Repair/Maint Supplies	Firefighting Supplies	Dues/Subscription
Budget Line Items	$160,869	$23,051	$3,800	$9,600	$5,700

RESOLUTION 24-068
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

A RESOLUTION MAKING APPROVING THE 2025 ANNUAL BUDGET OF THE EXCELSIOR FIRE DISTRICT

WHEREAS, the City of Shorewood is a member of the Excelsior Fire District through a joint powers agreement which also includes the Cities of Excelsior, Greenwood, Deephaven, and Tonka Bay; and

WHEREAS, under the terms of the joint powers agreement, member cities must unanimously approve the annual budget; and

WHEREAS, the Fire Chief presented a proposed 2025 operating budget for review by the Board of Excelsior Fire District on July 31, 2024; and

WHEREAS, the Board discussed the proposed budget and recommended its approval by the member's city councils; and

WHEREAS, the Shorewood City Council has reviewed the proposed 2025 budget and finds it reasonable and appropriate to provide the desired level of fire protection within the City and the South Lake Minnetonka area.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA the proposed 2025 budget of the Excelsior Fire District is hereby approved, with the member cities contribution totaling $2,304,733, of which Shorewood's share is $843,578.

Adopted by the Shorewood City Council this 12th day of August 2024.

_____

Jennifer Labadie, Mayor

Attest:

_____

Sandie Thone, City Clerk

City of Shorewood

City Council Meeting Item

Item
9A.1

Title/Subject: **2nd Quarter 2024 General Fund Budget Report**
Meeting Date: August 12, 2024
Prepared by: Jeanne Schmuck, Finance Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: **2nd Quarter General Fund Budget Report**

Background

The following information describes the unaudited financial results of the City's General Fund as of June 30, 2024. Comparisons between year-to-date amounts through June for revenues and expenditures are included to assist in gauging General Fund performance.

Financial Considerations
This report is intended to provide budget to actual and comparative financial information for the General Fund. The review of periodic reporting of financial information is a component of sound financial management.

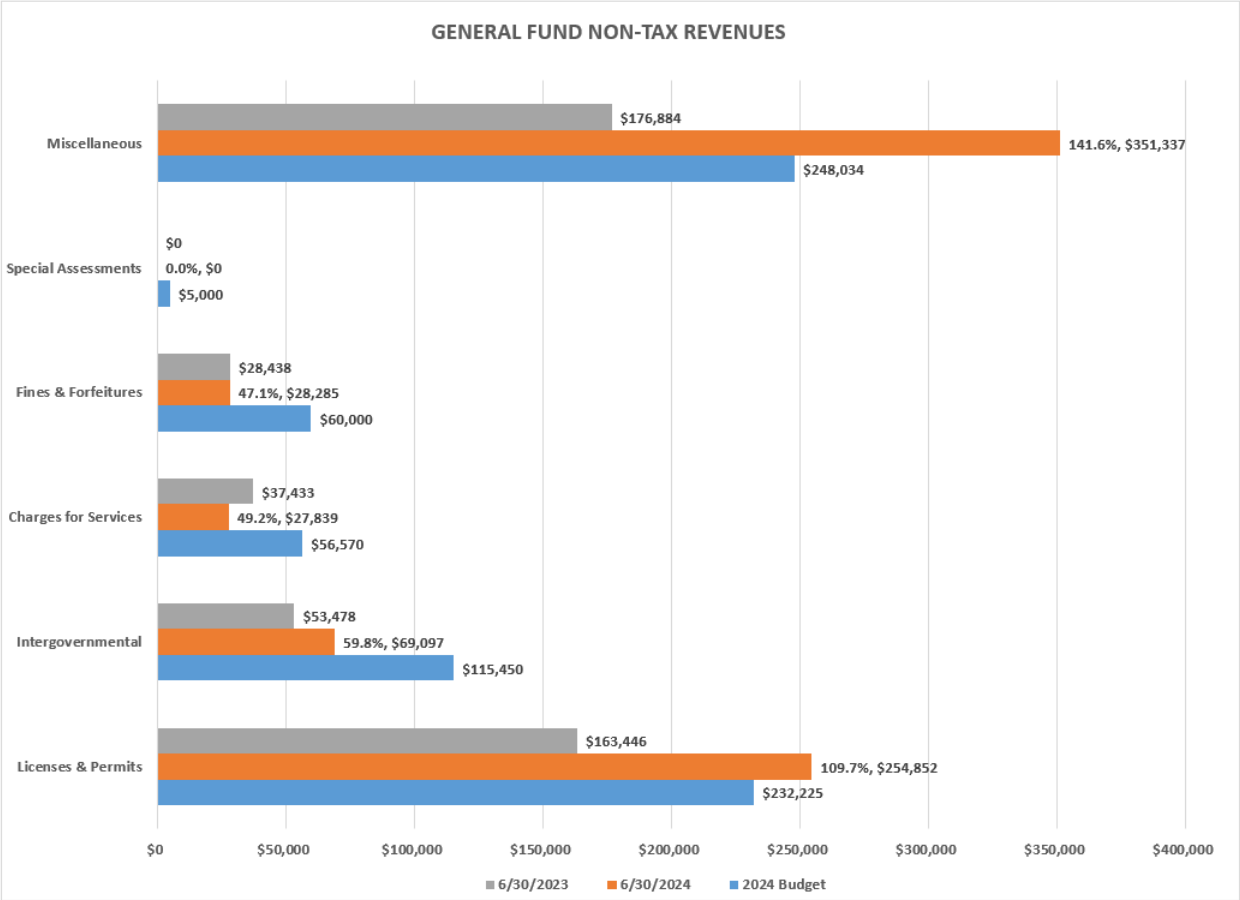
Action Requested

Motion to accept the 2nd quarter General Fund budget report.
A majority vote of the Council is required.

General Fund

Revenues:

Property tax revenues for the General Fund were $2,600,000 through June 30, consisting of a first half advance of funds from Hennepin County. The remainder of the first half property taxes were received in July 2024, and the second half property taxes will be received in December 2024.

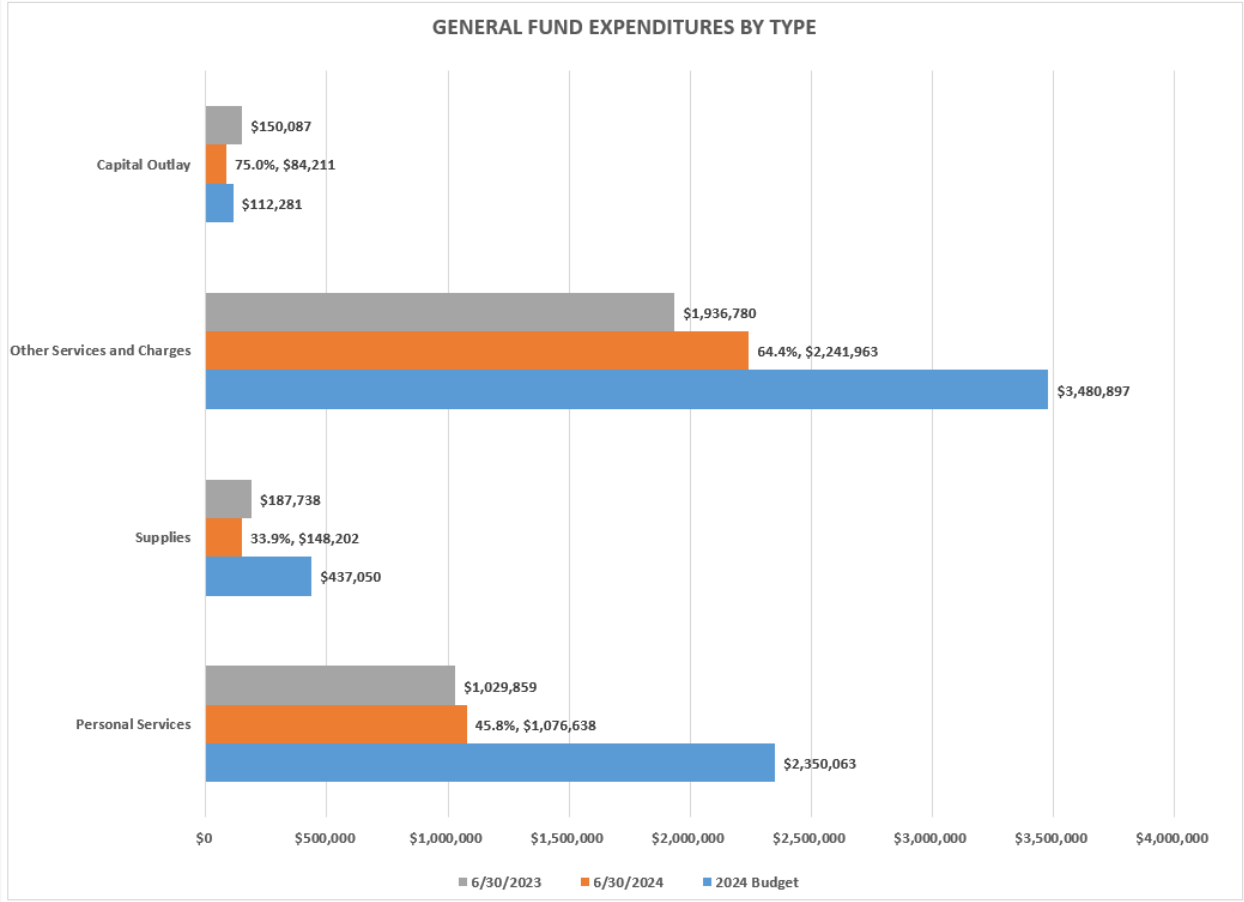


- Licenses and permits amounted to 109.7% of budget, or $254,852 through June of 2024. The majority of the revenue consisted of building permits and plan check fees. As a comparison, licenses and permits revenues through June of 2023 were $163,446.
- Intergovernmental revenues were $69,097 through 06/30/24, as compared to $15,619 through 06/30/23.
- Miscellaneous revenues totaled $351,337 through 06/30/24, an increase of $174,452 from the prior year. Antenna rent is the largest component and accounted for the majority of the increase. Investment interest earnings are now

allocated on a monthly basis but in 2023 they were not allocated until the fourth quarter.

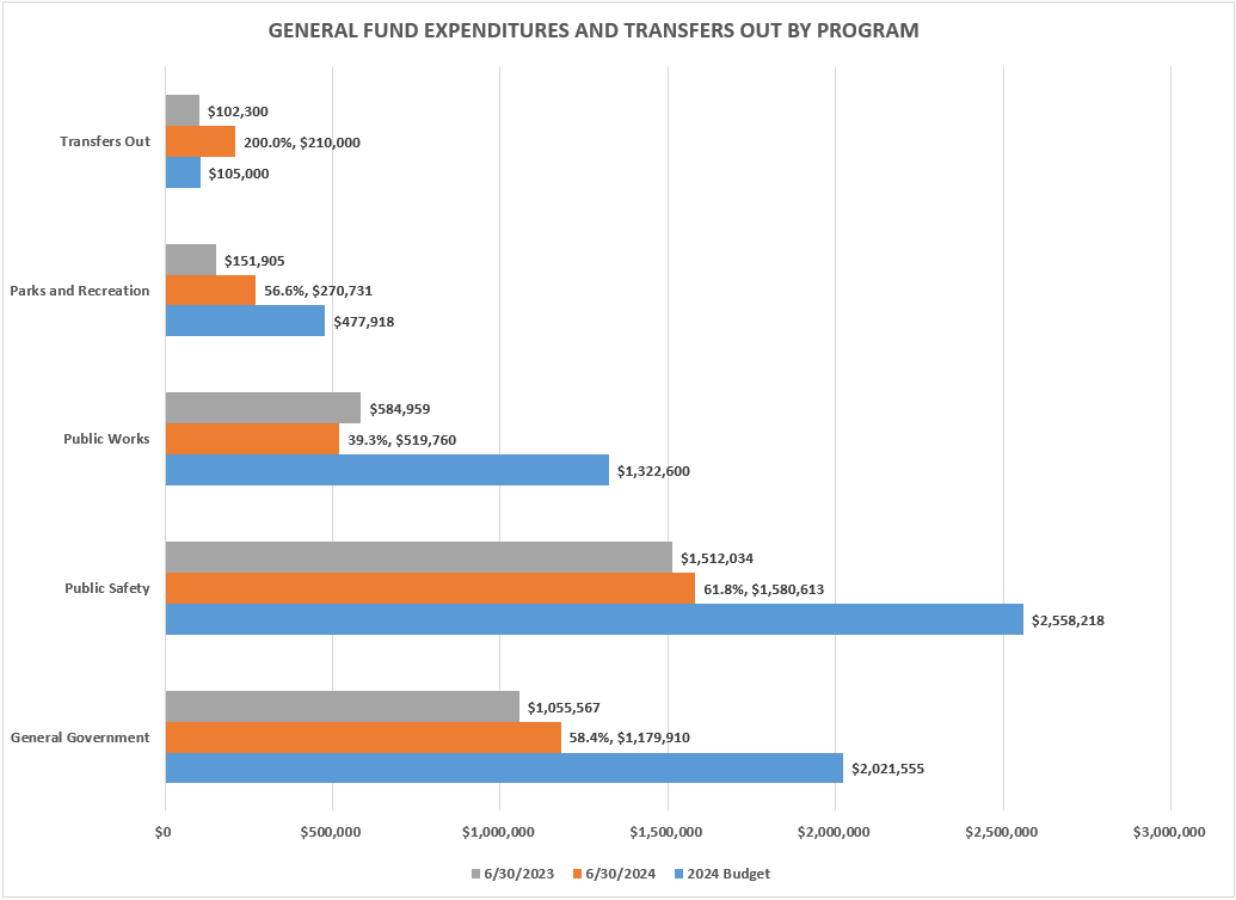
- Total General Fund revenues (excluding transfers in) amounted to $3,331,409, or 51.6% of budget through 06/30/24. Revenues through June 2024 were $471,730 higher than prior year revenues through June 2023.

Expenditures by Type:



- General Fund personal services (including salaries and benefits) were at 45.8% of the annual budget through the second quarter of 2024. This amounted to a 4.5% increase over the 2nd quarter of 2023.
- Other services and charges were 64.4% of the 2024 budget, and 15.8% more compared to the prior year. This is attributable to payment timing differences for the operations.
- Capital outlay expenditures are lower in 2024 due to payoff of the public safety facility debt in early 2023.

Expenditures by Program:



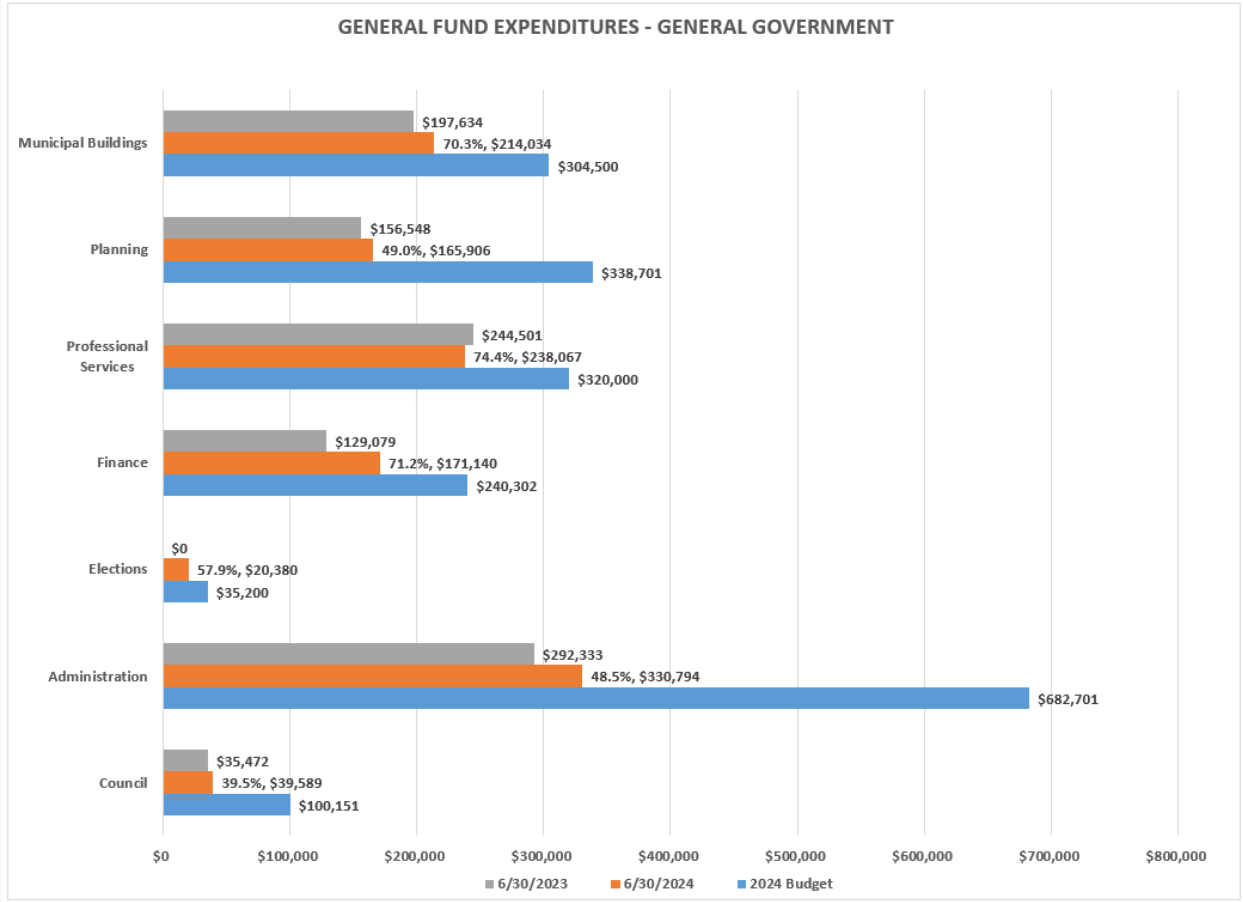
- General government expenditures through June 2024 were $1,179,910 (58.4% of budget), or 11.8% higher than 2023.
    - Overall increases occurred due to timing of operations and expenditures. As well as the Contractual Services needed within the Finance Department.
- Public safety expenditures were $1,580,613 through 06/30/24 (61.8% of budget), for an increase of 4.5% through 06/30/24.
    - Overall increases occurred due to timing of operations and expenditures.
- Public works expenditures totaled $519,760 through 06/30/24 (39.3% of budget), decreasing 11.1% from the prior year.
    - The decrease is mainly due to a reduction in Public Works Service, and Ice and Snow Removal.
- Parks and recreation expenditures amounted to $270,731 through June 2024, a 56.6% increase from 2023.

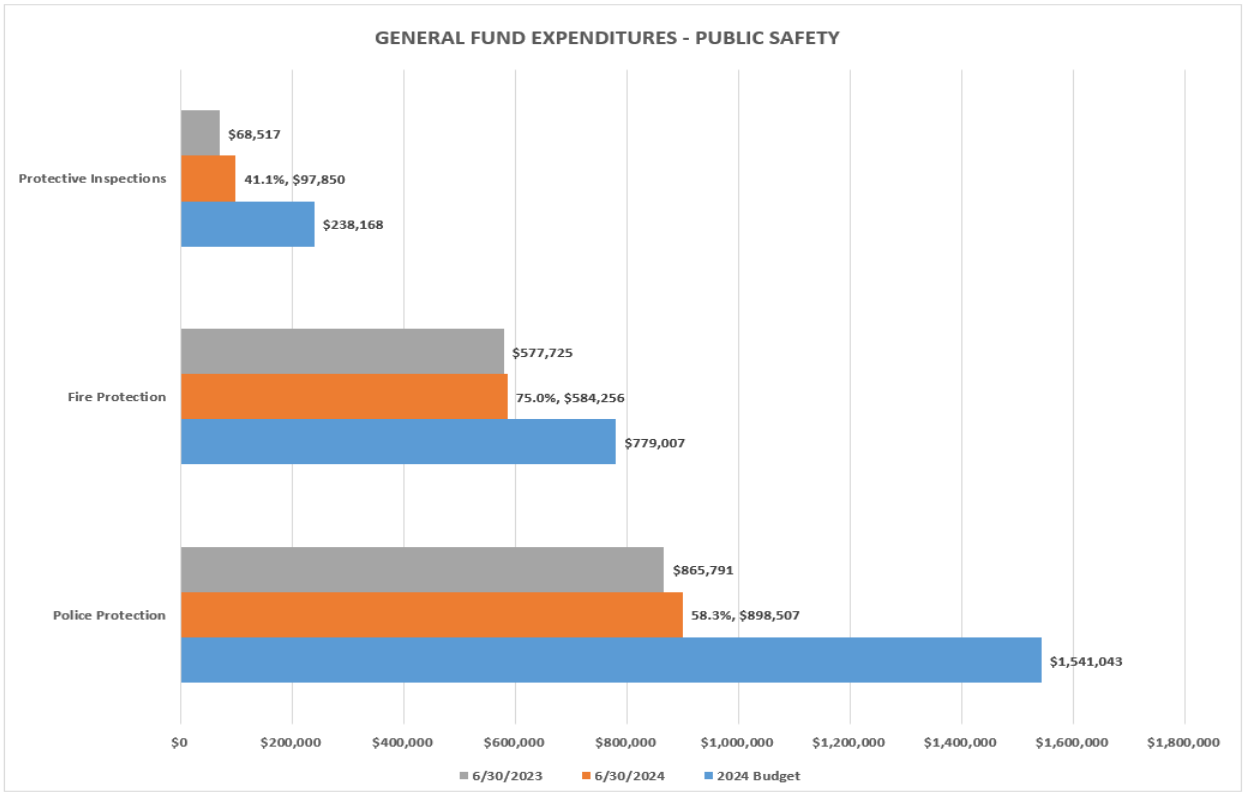
- The overall increase is due to buckthorn removal.

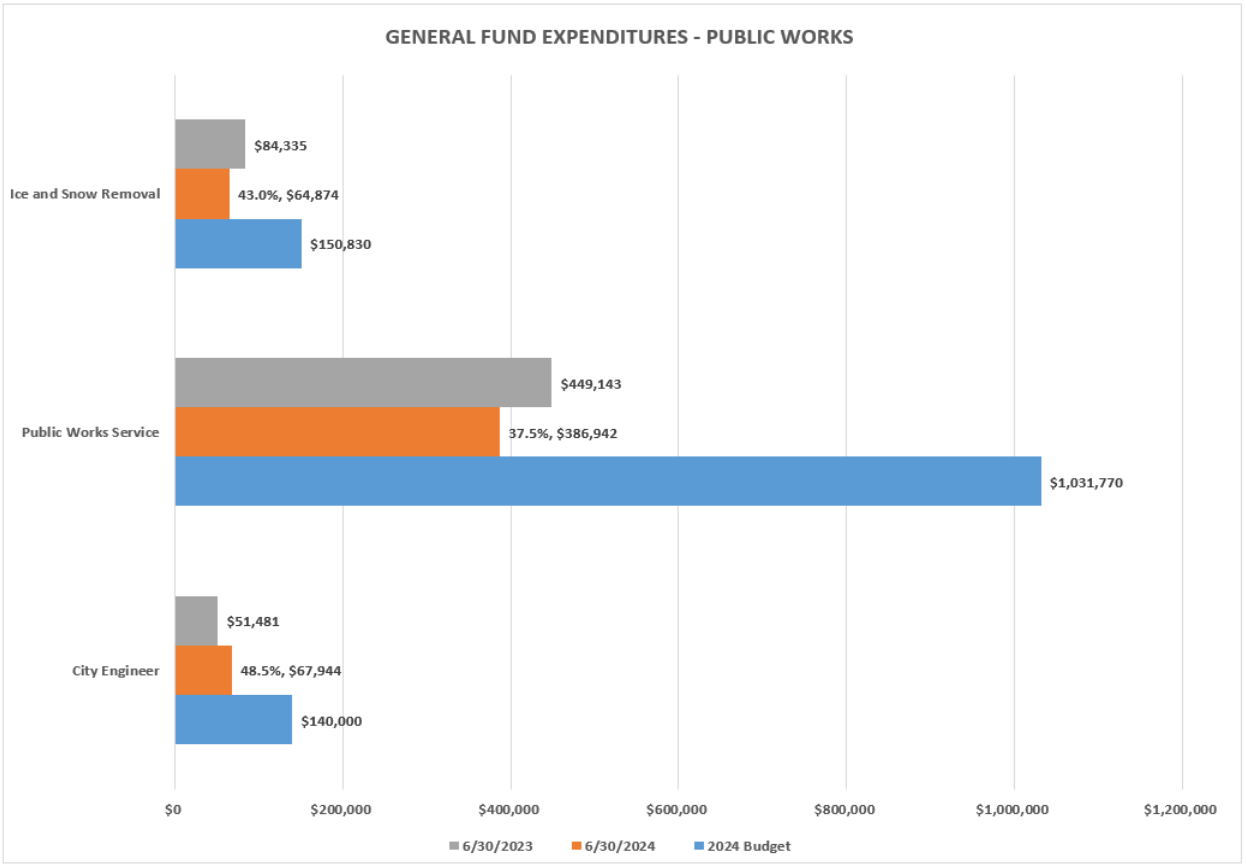
- Budgeted transfers out to the Shorewood Community and Event Center were $105,000 in 2024 and $102,300 in 2023.
- The General Fund exhibited an overall 7.5% increase in expenditures (excluding transfers out) from $3,304,464 through 06/30/23 to $3,551,014 through 06/30/24.

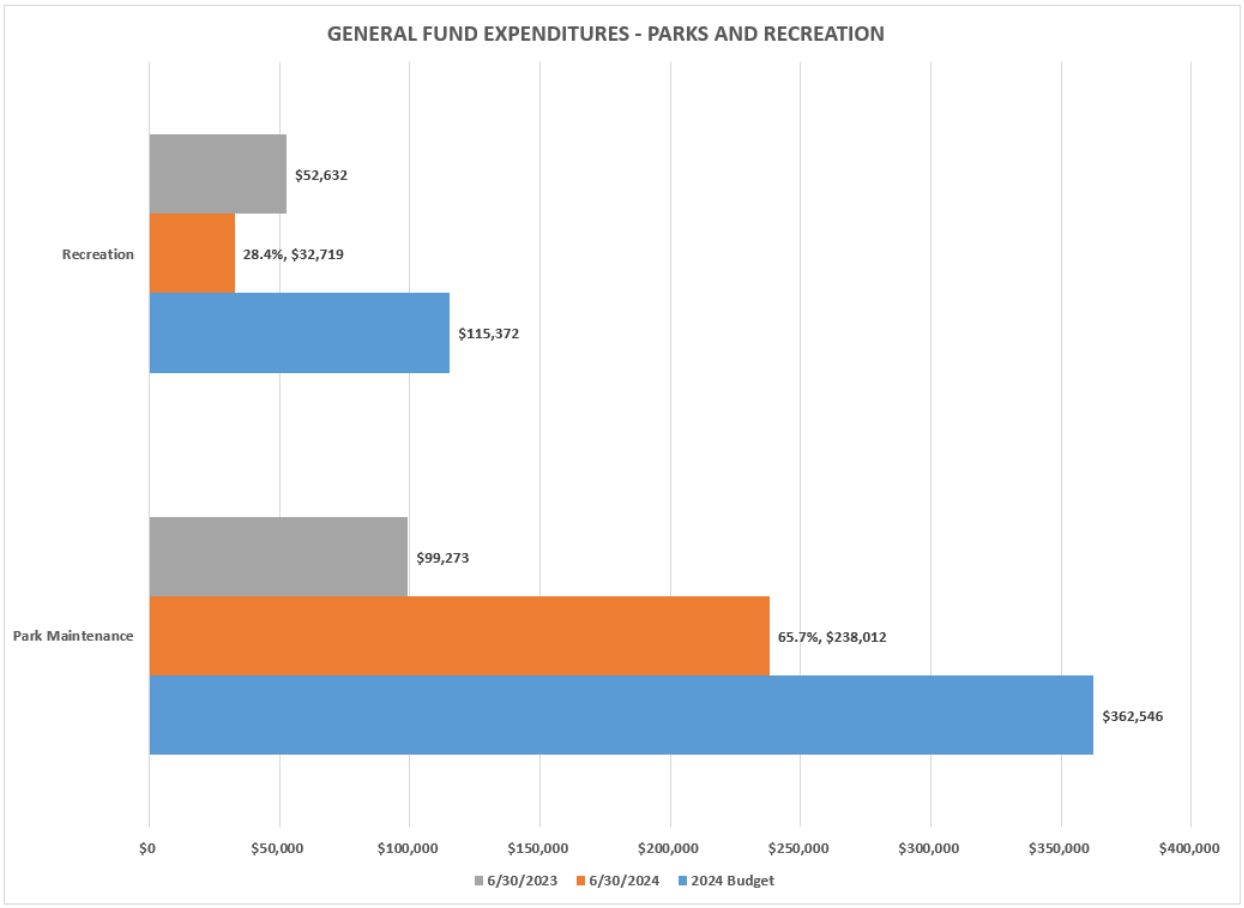
Expenditures by Department:

The following charts include expenditure information for individual departments for the second quarter of 2024.




GENERAL FUND EXPENDITURES - PUBLIC SAFETY
Protective Inspections
$68,517
41.1%, $97,850
$238,168
Fire Protection
$577,725
75.0%, $584,256
$779,007
Police Protection
$865,791
58.3%, $898,507
$1,541,043
$0
$200,000
$400,000
$600,000
$800,000
$1,000,000
$1,200,000
$1,400,000
$1,600,000
$1,800,000
6/30/2023
6/30/2024
2024 Budget


GENERAL FUND EXPENDITURES - PUBLIC WORKS
Ice and Snow Removal
$84,335
43.0%, $64,874
$150,830
Public Works Service
$449,143
37.5%, $386,942
$1,031,770
City Engineer
$51,481
48.5%, $67,944
$140,000
$0
$200,000
$400,000
$600,000
$800,000
$1,000,000
$1,200,000
6/30/2023
6/30/2024
2024 Budget


GENERAL FUND EXPENDITURES - PARKS AND RECREATION
Recreation
$52,632
28.4%, $32,719
$115,372
Park Maintenance
$99,273
65.7%, $238,012
$362,546
$0
$50,000
$100,000
$150,000
$200,000
$250,000
$300,000
$350,000
$400,000
6/30/2023
6/30/2024
2024 Budget

General Fund
Revenues and Expenditures vs Budget
Through June 30, 2024

Description	Budget 2024	Amount 1/1/24 to 6/30/2024	YTD Budget 1/1/24 to 6/30/2024	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
General Fund Revenues							
Taxes	5,743,012	2,600,000	2,871,506	45.3%	2,400,000	200,000	8.3%
Licenses & Permits	232,225	254,852	116,113	109.7%	163,446	91,405	55.9%
Intergovernmental	115,450	69,097	57,725	59.8%	53,478	15,619	29.2%
Charges for Services	56,570	27,839	28,285	49.2%	37,433	(9,595)	-25.6%
Fines & Forfeitures	60,000	28,285	30,000	47.1%	28,438	(152)	-0.5%
Special Assessments	5,000	0	2,500	0.0%	0	0	N/A
Miscellaneous	248,034	351,337	124,017	141.6%	176,884	174,452	98.6%
Total General Fund Revenues	**6,460,291**	**3,331,409**	**3,230,146**	**51.6%**	**2,859,680**	**471,730**	**16.5%**
Other Financing Sources							
Transfers In	**25,000**	**25,000**	**12,500**	**100.0%**	**25,000**	**0**	**0.0%**
Total Revenues and Other Financing Sources	**6,485,291**	**3,356,409**	**3,242,646**	**51.8%**	**2,884,680**	**471,730**	**16.4%**
General Fund Expenditures							
General Government							
Council							
Personal Services	27,451	13,725	13,726	50.0%	13,295	431	3.2%
Supplies	3,000	727	1,500	24.2%	1,446	(719)	-49.7%
Other Services and Charges	69,700	25,137	34,850	36.1%	20,731	4,405	21.3%
Council	**100,151**	**39,589**	**50,076**	**39.5%**	**35,472**	**4,117**	**11.6%**
Administration							
Personal Services	572,201	277,007	286,101	48.4%	$ 249,627.55	27,379	11.0%
Supplies	18,000	6,948	9,000	38.6%	$ 7,616.32	(668)	-8.8%
Other Services and Charges	92,500	46,839	46,250	50.6%	$ 35,089.17	11,750	33.5%
Administration	**682,701**	**330,794**	**341,351**	**48.5%**	**292,333**	**38,461**	**13.2%**

General Fund
Revenues and Expenditures vs Budget
Through June 30, 2024

Description	Budget 2024	Amount 1/1/24 to 6/30/2024	YTD Budget 1/1/24 to 6/30/2024	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Elections							
Personal Services	22,000	14,866	11,000	67.6%	0	14,866	N/A
Supplies	10,200	4,548	5,100	44.6%	0	4,548	N/A
Other Services and Charges	3,000	966	1,500	32.2%	0	966	N/A
Elections	**35,200**	**20,380**	**17,600**	**57.9%**	**0**	**20,380**	**N/A**
Finance							
Personal Services	204,102	70,720	102,051	34.6%	105,863	105,863	-33.2%
Supplies	23,000	21,377	11,500	92.9%	20,017	20,017	6.8%
Other Services and Charges	13,200	79,043	6,600	598.8%	3,199	3,199	2370.8%
Finance	**240,302**	**171,140**	**120,151**	**71.2%**	**129,079**	**42,061**	**32.6%**
Professional Services							
Other Services and Charges	320,000	238,067	160,000	74.4%	244,501	(6,434)	-2.6%
Professional Services	**320,000**	**238,067**	**160,000**	**74.4%**	**244,501**	**(6,434)**	**-2.6%**
Planning							
Personal Services	295,701	156,980	147,851	53.1%	143,968	13,013	9.0%
Supplies	1,500	2,419	750	161.2%	2,160	258	12.0%
Other Services and Charges	41,500	6,507	20,750	15.7%	10,420	(3,914)	-37.6%
Planning	**338,701**	**165,906**	**169,351**	**49.0%**	**156,548**	**9,357**	**6.0%**
Municipal Buildings							
Supplies	39,000	12,132	19,500	31.1%	18,527	(6,395)	-34.5%
Other Services and Charges	265,500	201,902	132,750	76.0%	179,107	22,796	12.7%
Municipal Buildings	**304,500**	**214,034**	**152,250**	**70.3%**	**197,634**	**16,401**	**8.3%**
Total General Government	**2,021,555**	**1,179,910**	**1,010,778**	**58.4%**	**1,055,567**	**124,343**	**11.8%**
Public Safety							
Police Protection							
Other Services and Charges	1,541,043	898,507	770,522	58.3%	865,791	32,716	3.8%
Police Protection	**1,541,043**	**898,507**	**770,522**	**58.3%**	**865,791**	**32,716**	**3.8%**

General Fund
Revenues and Expenditures vs Budget
Through June 30, 2024

Description	Budget 2024	Amount 1/1/24 to 6/30/2024	YTD Budget 1/1/24 to 6/30/2024	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Fire Protection							
Other Services and Charges	666,726	500,045	333,363	75.0%	427,638	72,406	16.9%
Capital Outlay	112,281	84,211	56,141	75.0%	150,087	(65,876)	-43.9%
Fire Protection	**779,007**	**584,256**	**389,504**	**75.0%**	**577,725**	**6,530**	**1.1%**
Protective Inspections							
Personal Services	201,768	74,917	100,884	37.1%	59,735	15,182	25.4%
Supplies	3,300	681	1,650	20.7%	580	101	17.4%
Other Services and Charges	33,100	22,252	16,550	67.2%	8,202	14,050	171.3%
Protective Inspections	**238,168**	**97,850**	**119,084**	**41.1%**	**68,517**	**29,333**	**42.8%**
Total Public Safety	**2,558,218**	**1,580,613**	**1,279,109**	**61.8%**	**1,512,034**	**68,579**	**4.5%**
Public Works							
City Engineer							
Supplies	0	0	0	N/A	0	0	N/A
Other Services and Charges	140,000	67,944	70,000	48.5%	51,481	16,463	32.0%
City Engineer	**140,000**	**67,944**	**70,000**	**48.5%**	**51,481**	**16,463**	**32.0%**
Public Works Service							
Personal Services	630,070	292,944	315,035	46.5%	285,955	6,989	2.4%
Supplies	200,900	40,562	100,450	20.2%	108,765	(68,202)	-62.7%
Other Services and Charges	200,800	53,436	100,400	26.6%	54,423	(988)	-1.8%
Public Works Service	**1,031,770**	**386,942**	**515,885**	**37.5%**	**449,143**	**(62,201)**	**-13.8%**
Ice & Snow Removal							
Personal Services	63,830	30,929	31,915	48.5%	64,992	(34,063)	-52.4%
Supplies	85,000	33,946	42,500	39.9%	18,564	15,382	82.9%
Other Services and Charges	2,000	0	1,000	0.0%	780	(780)	-100.0%
Ice & Snow Removal	**150,830**	**64,874**	**75,415**	**43.0%**	**84,335**	**(19,461)**	**-23.1%**
Total Public Works	**1,322,600**	**519,760**	**661,300**	**39.3%**	**584,959**	**(65,199)**	**-11.1%**

General Fund
Revenues and Expenditures vs Budget
Through June 30, 2024

Description	Budget 2024	Amount 1/1/24 to 6/30/2024	YTD Budget 1/1/24 to 6/30/2024	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Parks and Recreation							
Park Maintenance							
Personal Services	253,246	129,578	126,623	51.2%	71,183	58,395	82.0%
Supplies	48,700	24,199	24,350	49.7%	8,308	15,891	191.3%
Other Services and Charges	60,600	84,234	30,300	139.0%	19,782	64,453	325.8%
Park Maintenance	**362,546**	**238,012**	**181,273**	**65.7%**	**99,273**	**138,739**	139.8%
Recreation							
Personal Services	79,694	14,972	39,847	18.8%	35,241	(20,269)	-57.5%
Supplies	4,450	663	2,225	14.9%	1,755	(1,092)	-62.2%
Other Services and Charges	31,228	17,085	15,614	54.7%	15,636	1,448	9.3%
Recreation	**115,372**	**32,719**	**57,686**	**28.4%**	**52,632**	**(19,913)**	**-37.8%**
Total Parks and Recreation	**477,918**	**270,731**	**238,959**	**56.6%**	**151,905**	**118,826**	**78.2%**
Total General Fund Expenditures	**6,380,291**	**3,551,014**	**3,190,146**	**55.7%**	**3,304,464**	**246,549**	**7.5%**
Other Financing Uses							
Transfers Out - SCEC - Building	0	0	0	N/A	32,300	(32,300)	-100.0%
Transfers Out - SCEC - Operations	105,000	105,000	52,500	100.0%	70,000	35,000	50.0%
Transfers Out - Equipment Replacement	0	0	0	N/A	0	0	N/A
Transfers Out - Street Improvements	0	0	0	N/A	0	0	N/A
Transfers Out - Park Capital	0	0	0	N/A	0	0	N/A
Total Other Financing Uses	**105,000**	**105,000**	**52,500**	**100.0%**	**102,300**	**2,700**	**2.6%**
Total Expenditures and Other Financing Uses	**6,485,291**	**3,656,014**	**3,242,646**	**56.4%**	**3,406,764**	**249,249**	**7.3%**
General Fund, Net	**0**	**(299,605)**	**0**	**N/A**	**(522,085)**	**222,480**	**-42.6%**

General Fund
Revenues and Expenditures vs Budget
Through June 30, 2024

Description	Budget 2024	Amount 1/1/24 to 6/30/2024	YTD Budget 1/1/24 to 6/30/2024	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Expenditures and Transfers Out by Program							
General Government	2,021,555	1,179,910	1,010,778	58.4%	1,055,567	124,343	11.8%
Public Safety	2,558,218	1,580,613	1,279,109	61.8%	1,512,034	68,579	4.5%
Public Works	1,322,600	519,760	661,300	39.3%	584,959	(65,199)	-11.1%
Parks and Recreation	477,918	270,731	238,959	56.6%	151,905	118,826	78.2%
Transfers Out	105,000	105,000	52,500	100.0%	102,300	2,700	2.6%
Total Expenditures and Transfers Out	**6,485,291**	**3,656,014**	**3,242,646**	**56.4%**	**3,406,764**	**249,249**	**7.3%**
Expenditures by Department							
Council	100,151	39,589	50,076	39.5%	35,472	4,117	11.6%
Administration	682,701	330,794	341,351	48.5%	292,333	38,461	13.2%
Elections	35,200	20,380	17,600	57.9%	0	20,380	N/A
Finance	240,302	171,140	120,151	71.2%	129,079	42,061	32.6%
Professional Services	320,000	238,067	160,000	74.4%	244,501	(6,434)	-2.6%
Planning	338,701	165,906	169,351	49.0%	156,548	9,357	6.0%
Municipal Buildings	304,500	214,034	152,250	70.3%	197,634	16,401	8.3%
Police Protection	1,541,043	898,507	770,522	58.3%	865,791	32,716	3.8%
Fire Protection	779,007	584,256	389,504	75.0%	577,725	6,530	1.1%
Protective Inspections	238,168	97,850	119,084	41.1%	68,517	29,333	42.8%
City Engineer	140,000	67,944	70,000	48.5%	51,481	16,463	32.0%
Public Works Service	1,031,770	386,942	515,885	37.5%	449,143	(62,201)	-13.8%
Ice and Snow Removal	150,830	64,874	75,415	43.0%	84,335	(19,461)	-23.1%
Park Maintenance	362,546	238,012	181,273	65.7%	99,273	138,739	139.8%
Recreation	115,372	32,719	57,686	28.4%	52,632	(19,913)	-37.8%
Transfers Out	105,000	105,000	52,500	100.0%	102,300	2,700	2.6%
Total Expenditures and Transfers Out	**6,485,291**	**3,656,014**	**3,242,646**	**56.4%**	**3,406,764**	**249,249**	**7.3%**

General Fund
Revenues and Expenditures vs Budget
Through June 30, 2024

Description	Budget 2024	Amount 1/1/24 to 6/30/2024	YTD Budget 1/1/24 to 6/30/2024	% Collected/ % Expended	One Year Prior Actual	Amount Change	% Change
Expenditures by Type							
Personal Services	2,350,063	1,076,638	1,175,032	45.8%	1,029,859	187,784	4.5%
Supplies	437,050	148,202	218,525	33.9%	187,738	(20,880)	-21.1%
Other Services and Charges	3,480,897	2,241,963	1,740,449	64.4%	1,936,780	232,538	15.8%
Capital Outlay	112,281	84,211	56,141	75.0%	150,087	(65,876)	-43.9%
Total Expenditures	**6,380,291**	**3,551,014**	**3,190,146**	**55.7%**	**3,304,464**	**333,567**	**7.5%**
Transfers Out	105,000	105,000	52,500	100.0%	102,300	2,700	2.6%
Total Expenditures and Transfers Out	**6,485,291**	**3,656,014**	**3,242,646**	**56.4%**	**3,406,764**	**336,267**	**7.3%**

City of Shorewood

City Council Meeting Item

Item
9A.2

Title/Subject: **Investments 2nd Quarter 2024 Report**
Meeting Date: August 12, 2024
Prepared by: Jeanne Schmuck, Finance Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: **Second Quarter 2024 Investment Report**

Background
An investment report is provided to the City Council for review on a quarterly basis. The following information describes the unaudited investment activity of the City's funds as of June 30, 2024.

The City's investment policy, modified 3/24/2013, indicates that an investment report shall be prepared at least quarterly, including a management summary.

General Objectives:

The primary objectives, in priority order, of investment activities are safety, liquidity, and yield.

1. Safety:

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates.

2. Liquidity:

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands.

3. Yield:

The investment portfolio shall be designed with the objective of attaining a market rate of return through budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs.

Authorized and Suitable Investments:

Minnesota Statute 118A.04 lists the types of investments that public funds may be invested in. The City's investment policy is narrower than the statute, and includes the following permissible investments:

- United States securities:

Governmental bonds, notes, bills, mortgages (excluding high-risk mortgage-backed securities), and other securities, which are direct obligations or are guaranteed or insured issues of the United States, its agencies, its instrumentalities, or organizations created by an act of Congress.

- State and local securities:

Any security which is a general obligation of any state or local government with taxing powers which is rated "A" or better by a national bond rating service.

Any security which is a revenue obligation of any state or local government with taxing powers which is rated "AA" or better by a national bond rating service.

- Commercial paper:

Commercial paper issued by United States corporations or their Canadian subsidiaries that is rated in the highest quality category by at least two nationally recognized rating agencies and matures in 270 days or less.

- Time deposits:

Time deposits that are fully insured by the Federal Deposit Insurance Corporation (FDIC) or by the National Credit Union Administration (NCUA).

- Minnesota joint powers investment trust (4M Fund):

Investments are restricted to securities described in Minnesota Statutes 118A.04 and 118A.07, subdivision 7.

Diversification:

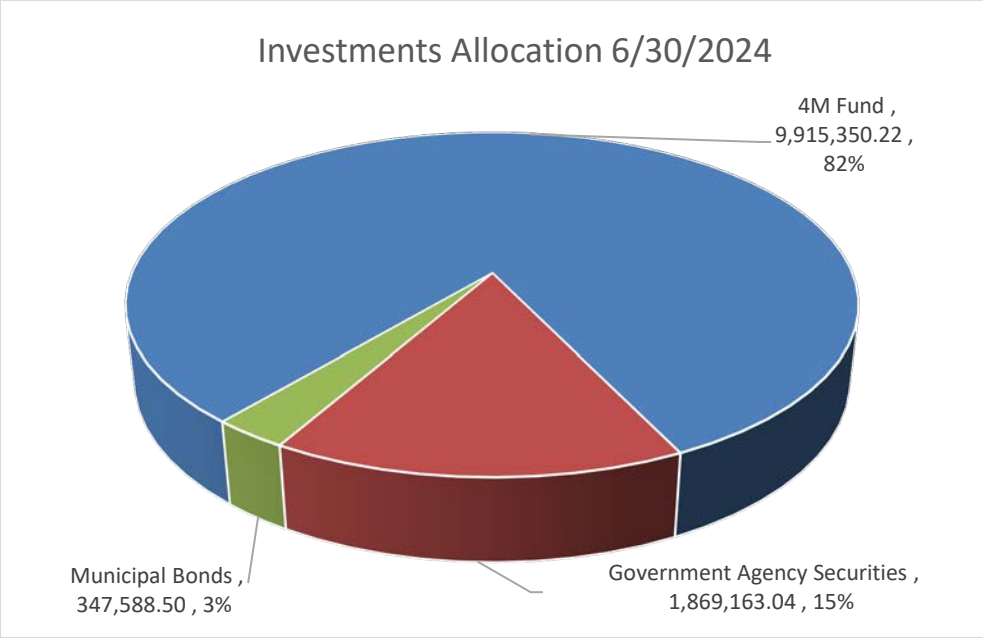
The City shall attempt to diversify its investments according to type and maturity. The portfolio may contain both short-term and long-term investments. The City will attempt to match its investment maturities with anticipated cash flow requirements. The City's investment policy includes the following restrictions:

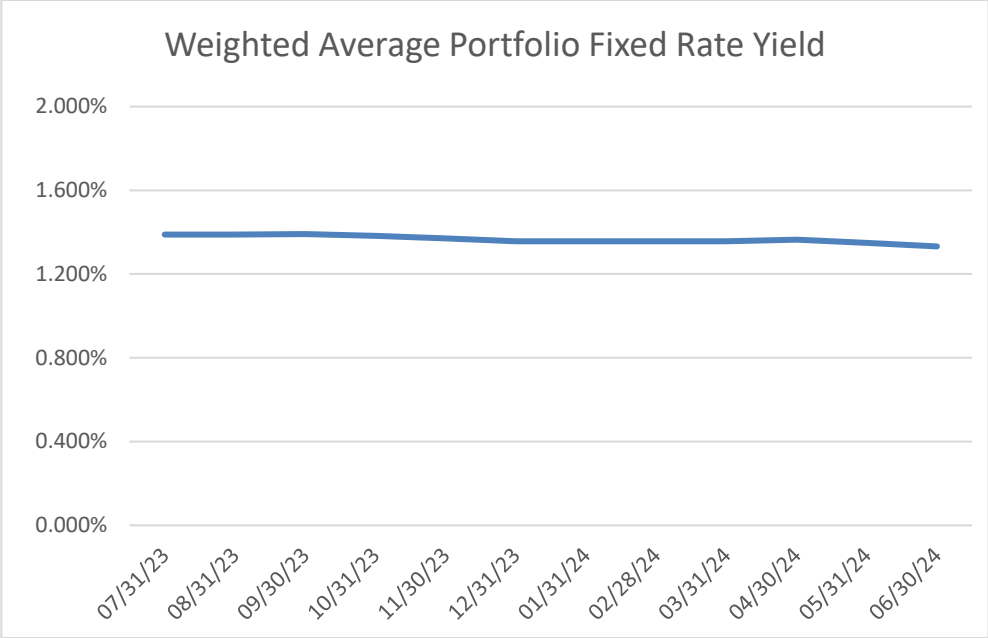
- No more than 30% of the total investments should extend beyond 5 years.
- No investment should extend beyond 15 years.
- No more than 10% of the total investment shall be commercial paper.

As of 6/30/2024, the City is in compliance with the investment policy's diversification restrictions.

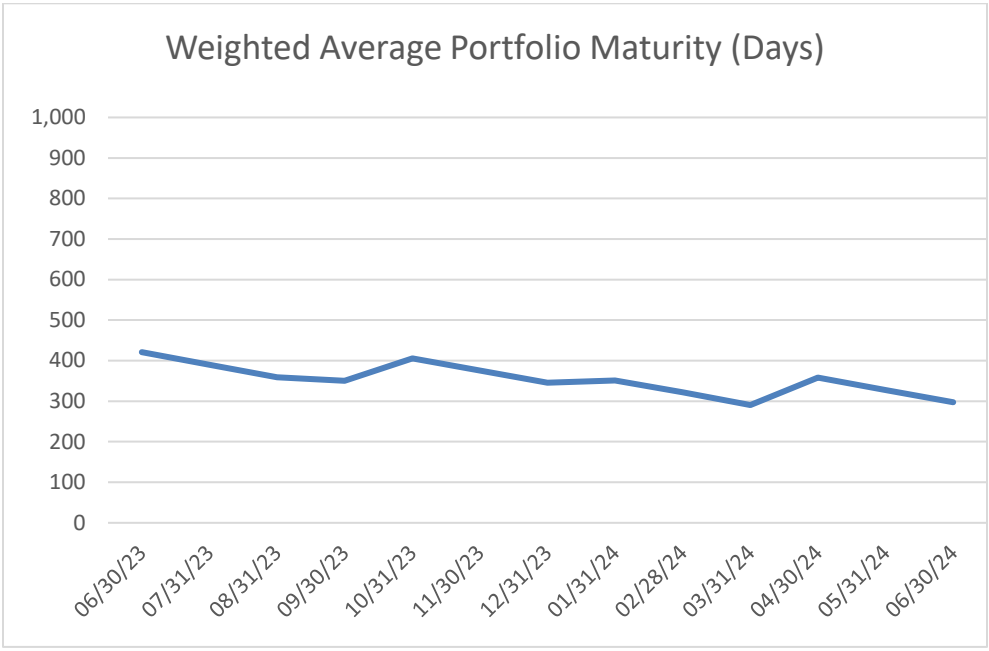
Current Investments:

On 6/30/2024, the market value of the City's investments amounted to $12,132,101.76. Municipal money market funds (4M) were the largest share of the portfolio, at 82%. An investments summary and an investments detail listing are included in the attachments.

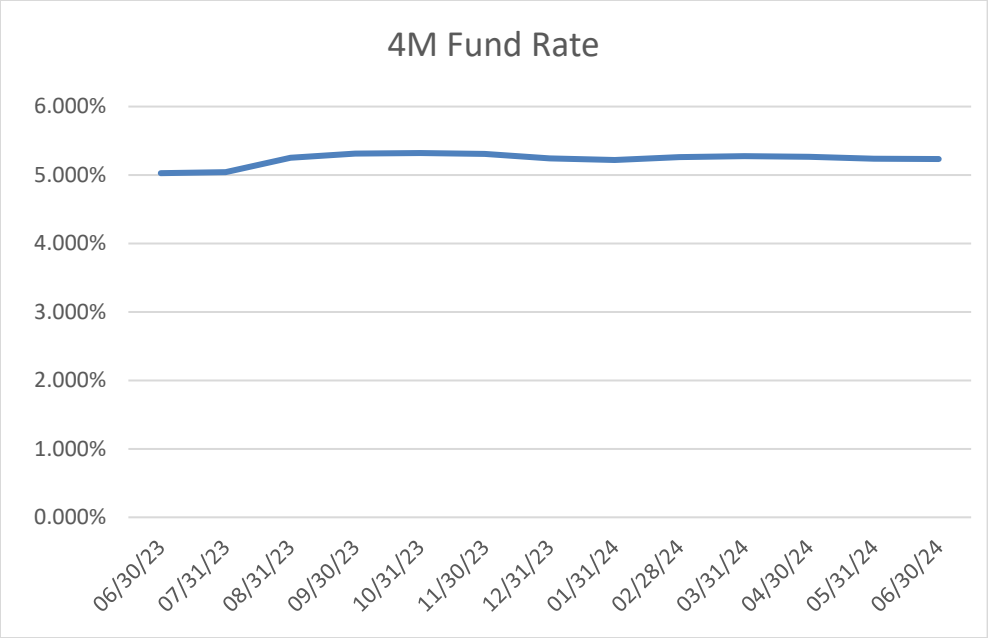




The weighted average fixed rate yield of the City's investment portfolio was flat during the past year. Based on the City's fixed rate investments (excluding the 4M Fund), the fixed rate portfolio yield was calculated at 1.332% on 6/30/2024.



The 4M Fund average monthly rate for June 2024 was 5.234%, as compared to a rate of 5.027% in July 2023.



From 1/1/2024 through 6/30/2024, the City received $296,168 in investment interest. The change in fair market value of the portfolio increased by $33,550 through 6/30/2024 as a result of market economic conditions. The City's intent is to hold investments to maturity dates, which will prevent realized principal gains or losses on investments related to market conditions. Net investment income through 6/30/2024 amounted to $329,718.

Financial Considerations
This report is intended to provide investments financial information for the City's funds.

Action Requested:
Staff recommends that the City Council accept the quarterly investment report.
A majority vote of the Council is required.

Next Steps and Timeline:
The investments quarterly report for the 3rd quarter 2024 will be prepared and distributed in October 2024.

Connection to Vision / Mission:
The review of periodic reporting of financial information is a component of sound financial management.