

**CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
TUESDAY NOVEMBER 12, 2024**

**5755 COUNTRY CLUB ROAD  
COUNCIL CHAMBERS  
7:00 P.M. (FOLLOWING ELECTION  
CANVAS)**

For those wishing to listen live to the meeting, please go to [shorewoodMN.gov/CityCouncil](https://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 October 28, 2024           | Minutes                    |
| B. City Council Regular Meeting Minutes of October 28, 2024        | Minutes                    |
| C. Verified Claims List  | Claims List                |
| D. Quote for Lawn Mower Purchase                                   | Public Works Director Memo |
| E. Shorewood Community & Event Center Restroom Fixture Replacement | Parks/Rec Manager Memo     |
| F. Shorewood Community & Event Center Furnace Replacement          | Parks/Rec Manager Memo     |

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

**4. REPORTS AND PRESENTATIONS**

**5. PARKS**

**6. PLANNING**

- |  |   |
|--|---|
| A. Variance to place a shed within the setback from the OHWL<br>Location: 5840 Ridge Road<br>Applicant: Jeffrey and Maggie Seybold | Planning Director Memo<br>Resolution 24-091 |
|--|---|

**7. ENGINEERING/PUBLIC WORKS**

- |   |   |
|---|---|
| A. 26125 Birch Bluff Encroachment Agreement | City Engineer Memo<br>Resolution 24-092 |
|---|---|

**8. GENERAL/NEW BUSINESS**

- |  |  |
|--|--|
| <b>A. PUBLIC HEARING</b><br>Certification of Assessment for Unpaid Charges | Finance Director Memo<br>Resolution 24-093 |
|--|--|

**9. STAFF AND COUNCIL REPORTS AND DISCUSSION**

- A. Staff
- B. Mayor and City Council

**10. ADJOURN**

CITY OF SHOREWOOD  
CITY COUNCIL WORK SESSION MEETING  
MONDAY, OCTOBER 28, 2024

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

## MINUTES

### 1. CONVENE CITY COUNCIL WORK SESSION MEETING

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

#### A. Roll Call

Present: Mayor Labadie; Councilmembers Labadie, Callies, Maddy, and Sanschagrín; City Attorney Shepherd; City Administrator Nevinski; Parks and Recreation Manager Czech; City Clerk/HR Director Thone; Planning Director Darling; Director of Public Works Morreim; City Engineer Budde; Communications Coordinator Wilson

Absent: Councilmember Zerby

#### B. Review Agenda

**Sanschagrín moved, Maddy seconded, approving the agenda as presented. Motion passed 4/0.**

### 2. COUNCIL BYLAWS

City Administrator Nevinski gave a brief overview of some potential bylaws that were discussed at the October 15, 2024 Work Session meeting. He stated that staff was looking for feedback and input on this draft bylaw document and explained that in putting this together their thought was to keep it as succinct as possible.

Mayor Labadie asked if the Council was under any kind of time requirement for this issue.

City Administrator Nevinski stated that they were not, because nothing was mandating it and the Council had lasted this long without having bylaws, but explained that he did feel it would be helpful for both the Council and staff for them to have some guiding statements. He reminded the Council that nothing would be set in stone and these documents could always be amended.

Mayor Labadie stated that this would be a working document and suggested that the Council review it methodically by the roman numerals.

Councilmember Maddy noted that in III.c. he would like to discuss the use of 'should' versus 'shall'. He explained that 'should' would give the Council flexibility and 'shall' would give them intent, and he felt that this should be 'shall'.

Councilmember Callies stated that she understood what he was saying, but they would be making discretionary decisions, so there really would not be a 'shall' if the Council was just using their judgment.

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Councilmember Sanschagrín asked if they even needed to have this item regarding decision-making and noted that there may be times when the Council would actually be looking at things in the short-term and not the long-term.

Councilmember Maddy explained that from his perspective it was that the Council was not here to handle the day-to-day items but was here to do the visioning for the City for twenty years down the road and staff would be handling the issues of tomorrow.

Mayor Labadie stated that she also saw it the way Councilmember Maddy had just described, but noted that the word 'should' had not jumped out at her, but also understood the point that was made by Councilmember Callies.

Councilmember Callies stated that she agreed with Councilmember Sanschagrín in questioning whether the Council needed something regarding decision-making because she felt decision-making duties kind of went without saying because that is what they do.

Councilmember Sanschagrín asked if the duties were statutory.

City Administrator Nevinski stated that he did believe that item III.c. had been pulled from statute and noted that the Council's decision have both short-term and long-term implications.

Mayor Labadie referenced the many road projects that have been described as a 'generational' decisions that would impact more than just the current property owners. She reiterated that she agreed with Councilmember Maddy that the day-to-day operational decisions were for the staff. She asked City Attorney Shepherd if he would have any issues if they chose to strike this item.

City Attorney Shepherd stated that he would not have a problem with them striking this language.

***There was consensus of the Council to strike item III.c.***

Councilmember Sanschagrín asked about the enforceability of the bylaws and asked if they were intended to be guidance or rules that the Council needed to abide by.

City Administrator Nevinski stated that was probably something the Council could discuss and noted that there was a statement included that says that the Council should enforce its own rules. He stated that they could choose to be very prescriptive, but was not sure that was the direction the Council would actually want to go. He gave the examples of the City of Brooklyn Park that currently has two councilmembers who have been censured, and one other in Blaine. He explained that he would personally rather not go down that road, but felt that a simple statement that says that they will hold themselves and each other accountable may be sufficient, at this point, and reminded the Council that the bylaws can always be amended.

Councilmember Sanschagrín stated that he knew some of the items included were based on statute so he wanted to make sure that they did not overreach.

Councilmember Callies referenced item I.a. where it states that the Council has determined that it was essential to adopt a set of bylaws. She explained that she was not sure that she would consider it 'essential' and suggested that they instead say 'the Council has determined that it would be beneficial to adopt a set of bylaws'.

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Councilmember Maddy noted that at the last meeting people were yelling at the Council from their seats which was completely inappropriate so it would be nice to clear about the fact that if you are not part of the voting body, you are not part of the meeting, until the Council gives them space to talk.

***There was consensus of the Council to change the word 'essential' to 'beneficial' in item I.a.***

Councilmember Sanschagrín asked if the mayor's duties were consistent with the weak mayor system that they were under.

City Administrator Nevinski stated that he believed that they were consistent based on what he has read in the some of the League of Minnesota cities materials.

Councilmember Maddy asked about the emergency powers of the mayor referenced in item III.b.

Mayor Labadie stated that one example was when she was sworn in, City Hall was locked because of Covid. She explained that former City Administrator Lerud and Brenda Pricco from City staff met her there and they swore her in/witnessed it and the next thing she did was extend the emergency declaration which kept City Hall closed and the meetings taking place on Zoom. She stated that the whole four years she has served as mayor, that was the only emergency declaration she had signed. She stated that examples from other situations in other cities would be if a river was flooding into a city building or other truly emergent things.

City Administrator Nevinski stated that it would most likely be a natural disaster of some type. He stated that they could elaborate on that point or provide additional information and not muddy up the actual bylaws.

Mayor Labadie stated that she liked it defined as little as possible because it will be something that they would not necessarily foresee, such as what took place with the George Floyd situation in Minneapolis. She clarified that she would be fine leaving this language vague.

Councilmember Sanschagrín asked if item III.e. was necessary and needed to explicitly be stated because he felt it was kind of a given.

Mayor Labadie stated that she liked having it included.

Councilmember Maddy asked what trouble they may get into if it was there and someone was not showing up to meetings or participating.

Councilmember Callies stated that she did not think they could do anything about it, if they are elected.

City Administrator Nevinski explained that this would state their expectations.

Councilmember Maddy stated that it seems like it should go without saying, but if they say it then they have something to back it up.

Councilmember Callies suggested that they change the language to say that, 'Council members are expected to prepare and participate'.

***There was consensus of the Council to change the language in item III.e. to state, 'Council members are expected to prepare and participate in council meetings and other board meetings.'***

Mayor Labadie moved the discussion onto item IV.

Councilmember Maddy referenced item IV.i and noted that this was another instance of should/shall issue. He stated that 'City staff should' means nothing and 'City staff shall' means something.

***There was consensus of the Council to change the word 'should' to 'shall' in item IV.i.***

Councilmember Callies stated that she did not understand item IV.f. and what the Council would be refraining from.

Councilmember Maddy stated that he felt this was saying that the Council should refrain from impacting due process.

City Administrator Nevinski gave the example of a land use issue that was working its way through staff and the Planning Commission and a Council member would insert themselves in that discussion inappropriately or make a statement along the lines of not supporting it or indicating that they would be voting a certain way prior to it going through its process, that could put the City at risk, because there would be a pre-determined outcome before someone was able to really make their case. He explained that this language was kind of a broad way to reference that type of situation.

Councilmember Callies asked if there may be another way to summarize this and noted that she was a lawyer and she had not understood what point this item was trying to get at.

Councilmember Maddy asked if this was saying that the Council should not opine on issues until they were at the dais.

Councilmember Sanschagrín stated that this could be important enough to tee up every time there is a matter that falls under due process.

Councilmember Callies stated that there is a tension that comes up because people want to contact the Councilmembers as their representative ahead of time and want them to say what they are going to do and how they feel about an issue, which she felt was a natural feeling on the part of a citizen.

***There was consensus of the Council that they were comfortable having a statement around IV.f. included in the bylaws, but it needed to be rewritten so it was more clear.***

Mayor Labadie referenced item IV.g. and asked City Attorney Shepherd if they needed to spell out what a conflict of interest actually would be because in reality, there were very few things that would actually be deemed a 'conflict of interest'. She gave the example of a Councilmember saying that they did not want to decide on an agenda item because it involved their next-door neighbor and calling that a conflict of interest, because, in reality, that would not be a conflict of interest.

Councilmember Maddy stated that he agreed and in that example that individual would essentially just be keeping the peace.

Mayor Labadie asked if a conflict of interest needed to be defined or if it was already defined within Statute.

City Attorney Shepherd stated that he did not feel that they should define what a conflict of interest is and explained that ultimately, it was an individual, personal decision. He explained that this was the reasoning behind the admonition to contact the City Administrator about it as soon as possible. He noted that this would most likely involve also contacting him as the City Attorney so they can work through whether it is a conflict of interest or not, but reiterated that ultimately the individual Councilmember would have to make that choice. He stated that he did not believe that they would want to get so granular that they would say that someone could not abstain from a vote if it involved their neighbor because you would want to make sure that they would be able to vote in a clear way for a non-conflict sort of way, but cautioned that he would the conflict of interest the language alone.

Mayor Labadie explained that she did not want future Councilmembers to say something like 'this makes me feel yucky, therefore it is a conflict'.

Councilmember Maddy referenced item IV.i. related to Open Meeting law and stated that he felt that they needed a caveat to say that the Council will not discuss issues with a 'quorum' of the Council outside of noticed meetings. He stated that if two members of the Council want to bounce ideas off of each other, they have every right to do that, but three of them cannot.

Councilmember Callies suggested that they also add a serial meeting concept.

***There was a consensus of the Council to change the language in item IV.i to say that a quorum of the Council must not discuss items outside of noticed meetings, and add language addressing the concept of serial meetings.***

Mayor Labadie moved the discussion onto item V.

Councilmember Maddy referenced V.b asked if the seating referred to stage right or house right, for example, and suggested that they clean up that language so it is clear.

Councilmember Sanschagrín stated that the use of the word 'junior' implied hierarchy and suggested that they change it to 'based on seniority'.

Councilmember Callies stated that could possibly change it to 'newly elected'.

***There was a consensus of the Council to change the language for V.b. to state that members would be seated based on seniority in a specific location.***

Councilmember Maddy referenced item V.f. and suggested that they insert the word 'typically' because there are always issues with holidays and things and did not think they should use the word 'shall'.

***There was a consensus of the Council to insert the word 'typically' into item V.f.***

Mayor Labadie referenced item V.d. and the use of the word 'members'.

City Administrator Nevinski stated that he had used the word 'members' to refer to the Council.

Councilmember Maddy asked how the Council would be allowed to attend a meeting virtually.

City Administrator Nevinski explained that they would need to be in a public location that was accessible to the public. He stated that they can attend in a private location under the advisement of a medical professional up to three times in a calendar year.

Mayor Labadie confirmed that if the Council participated in meetings virtually they would be able to vote if it was noticed properly.

City Administrator Nevinski stated that they could vote as long as the City put the address of their location within the meeting notice.

Councilmember Sanschagrín asked if you could vote from a private location if you were sick.

City Attorney Shepherd explained that they could, up to three times a year.

Councilmember Callies suggested that the language be amended a bit.

Councilmember Maddy suggested that they simply cite State law.

City Attorney Shepherd agreed that they will just cite the Open Meeting Law because they do not want to be subscribe but to just follow the Statute.

Councilmember Callies stated that she felt the second sentence was strange and would really only apply in a situation where someone was on vacation and not sick.

City Attorney Shepherd suggested that they add language to that sentence that clarifies it would apply for non-medical absences.

Councilmember Sanschagrín noted item V.f. and asked if they should include possible meetings on Tuesdays.

City Administrator Nevinski stated that at the beginning of the year, they look at the calendar and set the meeting schedule for the coming year, so the Tuesday meetings would be included. He noted that typically their meetings would be on Mondays unless the Council wanted to change the meeting night. He stated that he thinks using the word 'typically', as suggested by Councilmember Maddy would address that issue.

Councilmember Maddy noted that he liked the 'for consideration' box listed next to item V.g. because he hated putting people on the spot with the expectation that they have to speak if there are not any updates. He stated that he felt the box information basically said that they should only talk to the Council if they have something to say.

Councilmember Sanschagrín stated that he felt that would be more efficient and straightforward.

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Councilmember Callies stated that she liked having them listed, but if there was nothing there, she did not think that the Council had to announce that there was nothing there and should just move on to the next actual item.

***There was consensus of the Council to keep the current structure for item V.g., but to skip over them if there was no actual agenda item under those headings.***

Councilmember Callies referenced item V.h. and stated that she was okay with a shortened Roberts Rules of Order, but having the speaker say 'Mayor' and 'Councilmember' every time they spoke seemed unnecessary to her. She noted that the Rules also stated that the members would have to seek the permission of the presider to be able to say something to a fellow Councilmember. She explained that she felt that they would be able to move along more quickly if they did not have to say 'Mayor' or 'Councilmember' every time they wanted to say something and should be able to just answer a question. She stated that she would like to see it be less formal.

Councilmember Maddy stated that he would agree that this format seems like it is extra work and the City is usually pretty laid back and would agree that approach does seem overly formal.

Mayor Labadie stated that she has no problem with that, but as long as she is the Mayor, she would act with formality towards others. She explained that her first few meetings were very hard and very disrespectful and noted that it has taken a long time to get the cordialness that they currently have with just an occasional outburst which used to happen more frequently. She explained that she felt that the Mayor having formality towards staff, Councilmembers, and the audience helped even though she understands that there are some members of the general public who have not liked the formality.

Councilmember Maddy stated that he had many meetings on the Planning Commission that completely went off the rails. He stated that if they can keep the focus on the chair managing who speaks, as long as it was done equitably, he felt it made more sense.

Councilmember Callies stated that she felt that part made sense, but the Rules seem to say that Councilmembers must seek recognition from the presider in order to speak.

Councilmember Maddy stated that if there happened to be a bad mayor they could shut down the Council really quickly.

Mayor Labadie stated that she liked the way it was currently done where they just respect each other and take turns getting their opinions across to each other.

Councilmember Callies referenced Roberts Rules of Order and stated that she felt items eleven and twelve seemed to be overkill and would really bog the Council down.

City Administrator Nevinski stated that his observation of working with the Council for the last few years is that when the Council is going through the agenda, they were appropriately formal, so it was easy to follow what was happening in the meeting. He stated that he also felt that when there was a discussion happening amongst the Council they have been able to have a dialogue and have not gotten bogged down in the formality. He noted that within the discussion format, they could allow the conversation to just flow, as they are currently doing, and modify the Rules to deal with the conflict that Councilmember Callies had raised.

Mayor Labadie suggested that they continue this discussion at a future meeting so they had time to discuss the next agenda item.

***There was consensus to continue discussion of the bylaws at the next Work Session meeting.***

### **3. CIVICPLUS CRT SOFTWARE**

Communications Coordinator Wilson gave an overview of some of the different communication methods available for residents to use to communicate with the City, including SeeClickFix software. He stated that in March of 2024, the City had transitioned its website software to CivicPlus which has a program called Citizen Request Tracker (CRT) that is included at no additional cost. He noted that currently, the City was paying five thousand seven hundred dollars for SeeClickFix per year, so if the City moved to using the CRT, it would save the City that amount, which is what staff was recommending. He gave a brief overview of how the CRT system would work and look from a resident and staff standpoint. He stated that to cancel renewal of the SeeClickFix contract the City needed to submit a notice of cancellation by no later than November 1, 2024.

City Administrator Nevinski stated that Councilmember Zerby was a big advocate for SeeClickFix and he had spoken with him last week to let him know that the Council would be considering this item. He stated that he believed that Councilmember Zerby's main concern was that things may be less visible than they are on SeeClickFix. He noted that he felt that staff had changed some of their processes and were a lot more responsive to people and things that come up. He stated that the City receives requests in many ways and SeeClickFix is just a small portion of that communication. He stated that as it is, staff felt like SeeClickFix was an expensive tool for how the City actually receives information.

Councilmember Sanschagrín asked if there were any capabilities that could be provided or ways to compensate for the transparency issue.

Communications Coordinator Wilson stated that for the public to be able to see it they could do something via a quarterly report which could also demonstrate the response times also. He explained that with the current system, people kind of comment on each other's things and may actually re-open tickets that have already been closed. He stated that the CRT would help to prevent that kind of situation.

Councilmember Sanschagrín asked what was meant by the statement that City staff would respond to each request in a timely manner.

Public Works Director Morreim stated that it depended on the request or complaint because some can be within a day, some are safety sensitive so they will get there within an hour, and others are more project-like and can take months or even into another calendar year. He stated that he wanted to assure the Council and the residents that staff really does work diligently and as quickly as they can to the issues that come in.

Councilmember Sanschagrín stated that he felt that Public Works Director Morreim was actually referring to the time to resolve the issue, but asked if staff would respond to people right away to acknowledge that the input had been received.

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Public Works Director Morreim stated that sometimes they respond to the input within a few minutes of receipt and assured the Council that they were always looking at them regardless of the time that they come in.

Councilmember Sanschagrin asked if someone logged something in, would the City respond to them within a day.

Public Works Director Morreim stated that, in general, that would be the case, but there may be times on the weekend when it would not be within a day.

Planning Director Darling noted that property complaints can take longer to resolve because the City has to give them defined time periods in order to correct the issue.

Councilmember Callies stated that she thought that Councilmember Zerby would actually go on and check what was on SeeClickFix. She noted that she tried to do it and could not see it and asked if she needed to set up an account in order to see the information. She asked if Council, with the new CRT system, would be able to go in and look at what complaints or issues have been reported and the responses.

Communications Coordinator Wilson stated that he believed that there could be log-ins, but questioned whether it may be a policy thing about what people could see on the back end.

City Administrator Nevinski stated that he felt that they could easily run a quarterly report for the Council.

Councilmember Sanschagrin stated that the City could also choose to go back to SeeClickFix if they did not like the new CRT system.

Communications Coordinator Wilsons stated that Public Works Director Morreim had run a report showing how long it took to complete a request and explained that in 2021, on average, it was one hundred and thirty-one days and in 2024 the average is sixteen days to resolve the issues. He noted that right now it only takes one day to acknowledge the requests.

***There was consensus of the Council to direct staff to cancel the SeeClickFix contract and transition to the CRT program through CivicPlus.***

**4. ADJOURN**

**Sanschagrin moved, Maddy seconded, Adjourning the City Council Work Session Meeting of October 28, 2024, at 6:49 P.M. Motion passed 4/0.**

**ATTEST:**

\_\_\_\_\_  
**Jennifer Labadie, Mayor**

\_\_\_\_\_  
**Sandie Thone, City Clerk**

CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
MONDAY, OCTOBER 28, 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, Maddy, and Sanschagrín; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Planning Director Darling; Director of Public Works Morreim; Park and Recreation Manager Czech; Finance Director Schmuck, and, City Engineer Budde

Absent: Councilmember Zerby

#### C. Review Agenda

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

Motion passed.

### 2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

#### A. City Council Work Session Minutes of October 15, 2024

#### B. City Council Regular Meeting Minutes of October 15, 2024

#### C. Approval of the Verified Claims List

#### D. Approve Release of Conditional Use Permit at 6055 Riviera Lane for Applicant: Eric Jacobson

Motion passed.

### 3. MATTERS FROM THE FLOOR

Jerry Brekke, 25510 Park Lane, explained that a large tree was taken down along the trail and a lot of debris was left behind. He stated that area neighbors had picked up what was left and piled it up and were now just waiting for it to get picked up by the City. He noted that it appears to have

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become a mass reproduction area for the rabbits and residents would like the material to be removed before the winter. He stated that there is also a large pile of debris sitting by ballpark number three that they would to be removed.

Mayor Labadie asked Public Works Director Morreim to communicate with Mr. Brekke and send a crew person over to look at the debris piles.

### **4. REPORTS AND PRESENTATIONS**

### **5. PARKS**

#### **A. Report by Commissioner Garske on October 8, 2024, Park Commission Meeting**

Parks Commissioner Garske gave a brief overview of the discussion and recommendations from the October 8, 2024, Park Commission meeting.

Councilmember Sanschagrín asked if there had been any incidents involving dogs, such as dog fights.

Parks Commissioner Garske stated that he has not personally aware of any and explained that the agenda item arose from an increase in complaints from residents of dogs being off-leash in the City parks.

### **6. PLANNING**

#### **A. Report by Commissioner Huskins on October 1, 2024, Meeting**

Planning Commissioner Huskins gave an overview of the discussion and recommendations from the October 1, 2024, meeting.

#### **B. Adopting Ordinance Approving Amendments to Zoning Regulations to Implement the Comprehensive Plan (High Density Land Uses)**

Planning Director Darling explained that with the City's adoption of the 2040 Comprehensive Plan last year, they have also begun the work to make alterations to the City's zoning ordinance and map in order to implement the direction that was provided in the Comprehensive Plan. She gave an overview of the proposed changes that would be needed, reviewed the discussions by the Planning Commission, and noted that they had voted unanimously to recommend approval of the amendments. She stated that once these amendments have been made, staff planned to move on to creation of a district implementing the medium density land use classifications. She noted that the City had recently received two letters from the public, one of which posed a concern about traffic but explained that would have to be looked at when an actual development was proposed; the other letter was from Robert Cunningham, Kraus Anderson, on behalf of a property owner whose primary concern was the requirement of two fee-free parking spaces and were proposing that they have one space per unit without a fee and more parking/garage spaces provided with extra fees. She stated that they had also proposed that the City allow for reductions in parking by submitting a prepared parking study. She explained that staff was not opposed to looking at alterations in parking on a case-by-case basis if there was more parking required than would really be needed for the development, for example, elderly housing. She noted that staff was reluctant to just do a reduction in parking standard because if there is a future problem on the

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site, there would be no trigger to require additional parking. She suggested that if the Council wanted to do a reduction in the amount of parking required that they direct staff to come back with an interim use permit so parking can be reduced in that manner but if there were documented parking shortages on the site, the applicant would be required to resolve the situation.

Mayor Labadie asked if parking had been heavily discussed by the Planning Commission.

Planning Director Darling stated that parking was not a primary discussion point because staff had not proposed any changes except for correcting a typographical error.

Councilmember Sanschagrin asked if any other concerns had been received from the public.

Planning Director Darling stated that she had not.

Councilmember Maddy asked what the City's motivation was for giving a density bonus for income. He explained that he did not see why municipalities should be asking what people make as a household income and monitoring that information.

Planning Director Darling explained that what had been built into the ordinance was to make sure that with the additional density that is allowed which the City would benefit by having at least a few units within the development available to a wider income base and provide affordable housing in the area, which is needed. She stated that they would get the bonus if they were providing more units, but the City would also get some benefit.

Councilmember Maddy asked if this was put in by the City and could be stripped out of this easily or if it was mandated by State statute.

Planning Director Darling stated that it was put in by the City in order to make sure that the City was getting some benefit by adding in all of the extra high density housing that would provide for some of the community needs.

Councilmember Callies stated that tonight she had heard a reference to age-restricted housing and the ordinance uses the term 'elderly housing'. She stated that she liked age-restricted better but asked if there were specific terms in Statute that needed to be used.

Planning Director Darling stated that she would also prefer to use the phrase 'age restricted'.

Councilmember Callies asked for an explanation of the fee-free parking issue.

Planning Director Darling stated that it was very common to charge for covered parking or garage spaces. She stated that the City was not requiring that they provide it, but they are saying that they have to provide two parking spaces for each unit and they cannot be charged an additional cost. She explained that the way it is written now there have to be at least two fee-free parking spaces provided per unit, but noted that it was not really 'free' because the cost would just be included in their rent.

Councilmember Callies stated that using an interim permit to address parking made sense to her.

Mayor Labadie asked for an overview of how the interim use permit would work in this situation.

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Planning Director Darling stated that it would be very similar to a conditional use permit, except it would have specific times when the approval would expire. She noted that one of the terms could be for documented parking shortages on the site where it was creating an issue on adjacent public streets.

Councilmember Sanschagrín stated that there would be a very small amount of population involved, so they would not need to publish the lengthy, full ordinance rather than a summary.

Planning Director Darling stated that publishing a summary saves the City thousands of dollars. She noted that the ordinances are available on the City's website and also upon request, so staff felt that there was not a need to publish the full document.

Mayor Labadie asked for an explanation of the statement from the staff memo regarding the fifty-five new high density housing units that the City was required by the State to provide.

Planning Director Darling stated that the Met Council gives each community a share of the total anticipated growth for the metro area to provide for and the City had fifty-five total units, of which thirty-five had to be developed at an acreage of eight units per acre or greater in order to fulfill its obligation of the metro area to absorb some of the growth. She noted that all of them had to be at a density of five units per acre or greater.

Mayor Labadie asked what would happen if the City failed to provide this housing by a certain time frame.

Planning Director Darling stated that the City has its Comprehensive Plan set which shows the density where it is supposed to be provided in the community. She stated that if the City balks and does not allow for a zoning district that allows the development of the properties for uses that are consistent with the eight to thirty units per acre, the City would be putting itself in the position of being challenged and they would not be able to survive the challenge. She stated that the property owners could say that the City was taking their rights away and it would essentially just mean that the City would open its checkbook and write them checks and would then have to give them what was promised within the Comprehensive Plan. She stated that this was protecting the community and was also fulfilling the City's obligations from the Comprehensive Plan. She noted that if the City tries to have developments on these parcels that would not fulfill that obligation, the Met Council can say that they were not consistent with what the City had provided in the plan and they would not have to provide sewer extensions or grant permits. She stated that if the City would apply for any grants through the Met Council, they could say no to the City. She noted that there is a whole host of very expensive things that could happen if the City's zoning ordinance was not consistent with the Comprehensive Plan.

Councilmember Sanschagrín asked if Planning Director Darling saw any downside to using the language proposed by Kraus Anderson.

Planning Director Darling explained that her concern was that they could provide a professionally prepared parking study that would not give the City discretion to look at the particular surroundings of a neighborhood. She stated that was why she would rather go through the interim use permit process so the City would have some protection. She stated that with the fee-free parking space, the only concern there is if you are requiring that they pay more fees to park because then those individuals may choose to park off-site and walk to the building, which could create more of an absence of parking for other properties.

City Administrator Nevinski noted that he felt the Council may want to have a conversation about what the best approach would be for parking. He stated that he was not sure that an interim use permit would be the most appropriate. He explained that he was not sure how the City would be able to enforce one paid and one provided and felt that it would end up being an administrative problem. He stated that he gets nervous when zoning or land use requirements require staff to perpetually monitor a site or get involved into an operator's business.

City Attorney Shepherd stated that he agreed with City Administrator Nevinski and also felt it would be advisable to stay away from mandating fee-free parking. He noted that typically within a zoning ordinance, the City would just state what the parking requirements are and do not get into the economics of how that works in a landlord/tenant situation. He noted that the interim use permit idea would not really be a use and would be incidental to the use. He stated that if the City, on a case-by-case basis, was going to require different parking, that would essentially be a variance and not an interim use. He noted that his recommendation was for the City to make the standard and get out of the way.

Councilmember Maddy asked if staff was just looking for a recommendation and the expectation was not to actually pass anything tonight.

Councilmember Callies stated that they were being asked to adopt the ordinance tonight, but would not be rezoning the properties tonight.

City Attorney Shepherd noted that if they ended up getting into the weeds and hack away at it, he would recommend that they bring it back in an edited form. He explained that it would depend on how many edits may be suggested by the Council.

Mayor Labadie asked if the Council had any additional edits other than those proposed by staff and the Planning Commission.

Councilmember Sanschagrín asked about screening/fencing and if that was defined somewhere or if it was just a common concept.

Planning Director Darling stated that it was not really defined anywhere because it was self-explanatory.

Councilmember Sanschagrín asked if there was a certain height for the screening/fencing.

Planning Director Darling stated that would be determined in reviewing the particular circumstances.

Mayor Labadie stated that the Council had already suggested changing 'elderly housing' to 'age-restricted housing' and asked if they had any other edits to suggest.

Councilmember Maddy stated that he was still hung up on why the City should be mandating how much people make on the Area Median Income (AMI) for example in Subdivision 4(a)1. He reiterated that he did not understand why the City would care how much people make on a land use decision and should care how much they influence the rest of the community such as how many trips a day they would generate or the amount of impervious surface. He explained that he didn't think the City should be giving any bonuses in trying to manage how much people make in

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a household and should just call it how they see it. He stated that he would be fine if the City gave the bonus to everybody, or nobody, and reiterated that he did not see why the City should be regulating how much people make.

Councilmember Callies stated that she was not following Councilmember Maddy's concern because it says the additional dwellings provided by the lowered lot area per unit shall be affordable. She noted that the definition of 'affordable housing' is sixty percent of the AMI which is not set by the City and was done by the Met Council.

Councilmember Maddy asked if there was a State statute that held the City to managing how much people make.

Planning Director Darling explained that the City did not have to use that because there were several different AMI that could be used as the cut-off, including thirty, sixty, or eighty percent.

Councilmember Maddy asked if they could use none and reiterated that they are a City and he did not feel that they should be getting into the business of how much people make. He asked if the City could just say that they allow a specific density here and asked why it needed to be complicated with how much the household makes.

Councilmember Callies asked if he was saying that he did not want to support affordable housing.

Councilmember Maddy explained that he was saying that he did not think the City had any business managing how much people make. He gave the example of a situation where someone got a huge raise after they moved into their home and asked if that meant that they would have to be kicked out.

Councilmember Sanschagrín explained that his take on this issue was that it had more to do with the cost of the home and not really what people were making.

Planning Director Darling stated that it was either the cost for a condominium unit or it is a cost of the rent. She stated that this was saying that if you are developing your property towards the highest extent possible, the community should get something back and that is that there are some affordable housing built in the community because they cannot get affordable housing built for single-family and duplexes are no longer affordable. She noted that even with townhouses the cheapest they are likely to see are in the five hundred to six thousand dollar range. She stated that the only chance for the City to have new, affordable units created in the community would be through multi-family housing.

Councilmember Sanschagrín stated that there are formulas that translate that AMI into the cost of the home and that is what this section is getting at.

Planning Director Darling stated that was correct and noted that the Met Council updated those amounts every year.

Councilmember Maddy stated that he remembers when the golf course came in they were going to sell houses for six hundred thousand which was about half of what they actually sold them for. He asked how the City would benefit from having low-income housing in the community and asked if that was part of the City's ideology.

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Councilmember Callies noted that it was not low-income housing and was affordable housing.

Councilmember Maddy stated that 'affordable' was what you can afford.

Councilmember Callies stated that there is a set definition by the Met Council for what affordable housing is that is based on income. She noted that affordable housing is often for people like teachers, police officers and is not Section 8 type housing.

Councilmember Maddy reiterated that he questioned whether the City wanted to get into the business of managing how much money people made.

Councilmember Callies stated that she did not feel the City was managing how much people made but would be providing an opportunity.

Councilmember Maddy stated that if the City was using land use as a tool to decide how much people make and how much density there is, he felt there was a complete disconnect. He asked why the City would ask how much people make and should just be asking how much density a parcel can manage, how many streets go in, and how many jobs are in the area. He questioned why income was even part of the conversation.

Mayor Labadie stated that she understood the point Councilmember Maddy was making, but these were conditional uses. She stated that she did not think the City would actually be monitoring the income of the residents.

Planning Director Darling stated that the City would not necessarily have to monitor it internally and it would have to be monitored by the rental agent or owner. She stated that they would then have to provide some documentation to the City, and noted that it is much like age-restricted housing.

Mayor Labadie stated that she did not think the City was doing anything excessively creative or outside the box because this is a common tool that is used throughout the metro area.

Planning Director Darling stated that some communities even let them go above the density maximum in order for them to provide even more housing if all of those units are affordable. She stated that she would agree that it was common, but it was also not required, so if the Council felt that affordable housing did not provide a community benefit then they would not have to include affordable housing.

Councilmember Sanschagrin referenced the table included in the packet and noted that the way he was reading the sixty percent AMI line would translate to an affordable home price of two-hundred and seventeen thousand four hundred dollars.

Councilmember Maddy stated that would be about half the price of an average Shorewood home.

Mayor Labadie stated that was why she felt this would be a good addition to the City if that would be the conditional use that would be applied.

Planning Director Darling stated that there was no requirement that the developer needed to provide this and noted that the City would still be implementing the density and regional

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requirements. She stated that if they were putting additional units into the community, the feeling of the staff and the Planning Commission was that they should get something more.

Mayor Labadie reiterated that she understood Councilmember Maddy's reservations about this item.

Councilmember Maddy stated that he felt it was the same trip demand, the same public use demands, pays fewer taxes, and questioned how the City would benefit from this.

Mayor Labadie stated that one way the benefit would be just by providing a different housing product than what they currently have. She stated that the developer was not being held to take this route and this would only be if they chose to go above and beyond the density requirement.

Councilmember Callies stated that she felt there was an advantage in providing more opportunities for different kinds of housing and give people the opportunity to live here and work nearby.

Mayor Labadie stated that many of the teachers at Minnewashta Elementary do not live in any of the surrounding communities. She stated that the only member of the SLMPD who lives in the area is the Police Chief and noted that if the developer decided to go this route, she did not feel that it would be a bad addition to the City.

Councilmember Maddy noted that there were a lot of firefighters who live within the District communities. He reiterated that he just did not feel that the City should be getting involved in resident's household income.

Mayor Labadie reiterated that she did not think the City would be involved in the monitoring of it because the rental agency or building owner would be doing that. She stated that what the City would be involved in was if there were complaints about parking or landscaping plans.

Councilmember Callies asked if the City was essentially getting involved in people's income when they approved a townhome development that sells for a minimum of eight hundred thousand dollars. She stated that by allowing the development to move forward, they are getting involved in their income.

Councilmember Maddy stated that the City was not controlling the market and was allowing a product because the market would decide the price.

Councilmember Callies noted that she felt that, to an extent, that is also what they were doing in this case also because the City was not saying that the price is 'x' and there is a definition of affordable housing.

Councilmember Maddy stated that he would never want to get into the price discussion and would look at what the City's roads, watermains, and schools have capacity for. He reiterated that how much money people make is not something that he felt the City had any business doing.

Councilmember Callies asked how you would get this type of housing and who Councilmember Maddy felt should do it.

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Councilmember Maddy asked if it was on the City to fill that void. He stated that the Council said no to the crazy thing being proposed by the State that would take all of the City's control away for the density discussions. He stated that the City can control density and can control the best use of its infrastructure and they have for decades. He stated that he did not want to get into the income game.

Mayor Labadie stated that the City would still have the ability to have a say and control when a developer would bring a plan to the City. She stated that she did not think this would be giving up absolute control.

Councilmember Maddy stated that he felt that they would be giving it up because it says that they would be allowed to develop over twenty-four units if they have sixty percent AMI. He asked why they would even add that in this language and suggested that they just let it go through the process, just like every other development.

Mayor Labadie stated that they would be allowed and explained that it does not say that they 'must' be allowed.

Councilmember Sanschagrín stated that it was like an incentive.

Councilmember Maddy stated that what he was saying was just to let the merits of the project decide it when it comes through and reiterated that he felt the income should be left out.

Planning Director Darling stated that she did not intend for that to be discretionary and meant that to be, if you want to go more than twenty-four units to the acre, you do have to provide this.

Councilmember Maddy asked if that was from the State Statute.

Planning Director Darling stated that it was not from the State Statute.

Councilmember Callies asked what portion of the document they were referring to.

Planning Director Darling explained that was in Section Two of the amendments, subdivision four and noted that she wrote it in as a lot area per unit of one thousand four hundred and fifty which equates to about twenty-four units per acre.

Councilmember Callies stated that she was in favor of the language that has been proposed and felt it was the right thing to do.

Councilmember Sanschagrín stated that he speaks to a lot of residents that always ask what the Council is doing about affordable housing, so this could be something that they would be able to point to that would show they were incentivizing it.

Mayor Labadie stated that the keywords are 'could' and 'potentially' because the City was not mandating this. She stated that she felt it was a good option to provide a different type of housing product for the community that she did not feel currently existed. She noted that she would be in favor of what was presented and not in favor of the proposed language for a lesser parking requirement.

Councilmember Callies asked City Attorney Shepherd to reiterate the points that were made regarding parking.

City Attorney Shepherd explained that his recommendation was to not tie parking to economics at all and just simply state what the parking requirements were. He stated that how this works out with the individual landlord and how they structure the lease would be their own issue. He explained that his recommendation was also that the interim use would not be the appropriate vehicle for determining parking on a case-by-case basis.

Councilmember Callies referenced Section 5.h.3 and asked what the proposed language would be.

City Attorney Shepherd explained that it would say 'Multiple-family dwellings: at least two spaces per dwelling unit.'

The Council discussed the proposed changes that had been discussed.

**Callies moved, Sanschagrín seconded, Adopting Ordinance 608, Amending Shorewood City Code Chapter 1201 to Implement the Comprehensive Plan Director for High Density Residential uses, with the changes, as discussed. Motion passed.**

**Maddy moved, Sanschagrín seconded, Approving RESOLUTION NO. 24-086, "A Resolution Approving the Publication of Ordinance 608 Regarding Zoning Regulations to Implement the Comprehensive Plan Director for High Density Residential Uses." Motion passed.**

## **7. ENGINEERING/PUBLIC WORKS**

### **A. Accept Quote and Award Contract for Street Sweeper**

Public Works Director Morreim gave a brief overview of the recommendation and proposed financing for the City to purchase a street sweeper.

Councilmember Sanschagrín asked if the bigger hopper and the faster speed would increase efficiency and reduce overall staff time needed.

Public Works Director Morreim stated that was correct and noted that right now, they stage trucks, which involves another staff member. He stated that he would expect this purchase to eliminate that need unless they are on the far southeastern end of town. He noted that for all intents and purposes, this would really expand their range for being able to just utilize the truck and not have to have additional staff or equipment to help with that operation.

Councilmembers Sanschagrín asked if he felt there would be a lot of capacity to be able to lend this equipment to other cities in the area as a cost-share type of thing.

Public Works Director Morreim stated that is something that has been discussed and may be an option in the future. He noted that he did not think it would be a 'shared' effort and would actually still be the City operating the vehicle, but years down the road there may be some opportunities.

**Maddy moved, Sanschagrín seconded, Approving the Quote and Purchase of the TYMCO 500x Street Sweeper from Environmental Equipment and Services, Inc.**

**Motion passed.**

Mayor Labadie suggested that the City have a naming contest to name the street sweeper.

**B. Accept Quotes and Award Contract for 2024 Storm Pond Maintenance, City Project 21-12**

City Engineer Budde gave an overview of storm water maintenance plan that staff has been working on since 2021 and briefly outlined the proposed project for this year at Mary Lake Woods. He reviewed the quotes that were received and stated that the low quote was from Schneider Excavating and staff was recommending approval of award them the contract.

Councilmember Sanschagrín asked if the City was using the right soil quality on this project.

City Engineer Budde stated that if soil was needed it would be the fifty-fifty topsoil.

**Maddy moved, Sanschagrín seconded, Adopting RESOLUTION NO. 24-087, “A Resolution to Accept Quotes and Award Contract for the 2024 Pond Maintenance Project, City Project 21-12.”**

**Motion passed.**

**8. GENERAL/NEW BUSINESS**

**A. Managed IT Services Provider**

City Administrator Nevinski reviewed the City’s past services for phone and IT through Warner Connect. He reminded the Council that they had recently informed the City that they would cease operations at the end of November 2024 so the City would need to transition their services to another provider. He stated that the City had moved its phone services to Arvig and had evaluated two managed IT service providers and staff was recommending entering into a contract with Bluenet for the City’s managed IT services following the upcoming election.

Councilmember Sanschagrín asked if staff had checked how Bluenet has done in other cities.

City Administrator Nevinski stated that staff had spoken with Bluenet about some of the other cities that they serve. He gave examples of other cities that they work within a similar fashion to what was needed by the City but noted that they also work with larger cities, such as Bloomington, on special projects. He stated that staff felt that Bluenet would be a good fit for the City but noted that they did not have a great deal of time to do a robust search and put out an RFP because they were a bit behind the eight-ball at the moment and needed to make a quick decision.

Councilmember Sanschagrín asked what would happen if Bluenet did not perform as expected and how difficult it may be to get out of the contract with them.

City Administrator Nevinski explained that the City would need to give a ninety-day notice. He noted that if, for example, after two years of working with them the City was not happy they could go through an RFP process so that when year three came around the City would be ready to make a switch.

**Sanschagrın moved, Maddy seconded, Approving a contract with Bluenet for Managed IT Services for the City. Motion passed.**

**Motion passed.**

**B. Approve Declarations of Release and Certificates of Completion – Public Safety Facilities**

City Administrator Nevinski explained that this item was also discussed at the EDA meeting and gave an overview of the series of agreements that were entered into in order to assist with the construction of the Public Safety facilities using lease revenue bonds. He noted the bonds were paid off in 2022 and 2023 so now there was some housekeeping items necessary, including the City releasing any interest it may have in the West Side fire facility and approving the certificates of completion.

Councilmember Maddy asked if the City still had the option of purchasing that building for one dollar.

City Administrator Nevinski stated that they do not because the Department had completed everything that they needed to complete under the purchase agreements.

**Sanschagrın moved, Maddy seconded, Adopting RESOLUTION NO. 24-088, “A Resolution Declaring Release of Interest in the West Side Fire Facility and Approving the Certificate of Completion.”; AND, Adopting RESOLUTION NO. 24-089, “A Resolution Declaring Release of Interest in the West Side Police Facility and Approving the Certificate of Completion.”**

**Motion passed.**

**9. STAFF AND COUNCIL REPORTS AND DISCUSSION**

**A. Staff**

Public Works Director Morreim stated that they had begun the fall sweep last week which will continue for about a month. He stated that there will be all staff winter training on October 30, 2024. He noted that they have fixed two leaky water valves and also some valve exercising. He noted that they have done demo on some possible new turf equipment that worked well and will be looking for move forward with that purchase. He stated that Sentence to Serve workers would begin on Saturday in Freeman Park.

City Engineer Budde stated that the Safe Routes to School program for 2025 has asked if anyone was interested in applying for a grant and noted that the City had submitted a letter of intent specifically for the piece on Highway 7 from Galpin Lake Road to the signal at Oak Avenue.

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City Clerk/HR Director Thone stated that this will be a big week because it was just eight days until the election. She noted that there has been an unprecedented number of early voters with about one-thousand-three hundred fifty so far. She commended the election staff and the election judges in the City because they have been working hard. She gave a brief overview of the number of registered voters in each of the three precincts. She noted that there will be extended hours this week for early voters and explained that they would be open until 7:00 p.m. October 29, 2024 and 8:00 a.m. to 4:30 p.m. for the remainder of the week. She noted that they would also be open from 9:00 a.m. to 3:00 p.m. on both Saturday and Sunday, as well as until 5:00 p.m. on the Monday prior to the election.

City Administrator Nevinski stated that they finished the roofing project last week. He stated that he would be meeting later in the week with the other City Managers and City Administrators along Highway 7 to have further discussions about the grant that had been received.

**B. Mayor and City Council**

Councilmember Callies stated that she wanted to thank the election staff because they were doing a great job. She noted that the pumpkin drop will take place on Sunday.

Mayor Labadie stated that earlier today she had attended the Regional Council of Mayors in Minneapolis. She stated that she felt it was safe to say that the missing middle house bill would be coming back in a different format and also with a different title.

**10. ADJOURN**

**Maddy moved, Sanschagrin seconded, Adjourning the City Council Regular Meeting of October 28, 2024, at 8:43 P.M.**

Motion passed.

**ATTEST:**

\_\_\_\_\_  
**Jennifer Labadie, Mayor**

\_\_\_\_\_  
**Sandie Thone, City Clerk**



## City Council Meeting Item

Item 2C
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**Title/Subject:** Verified Claims  
**Meeting Date:** November 12, 2024  
**Prepared by:** Michelle Nguyen, Senior Accountant  
**Reviewed by:** Jeanne Schmuck, Finance Director  
**Attachments:** Claims Lists

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**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:

Comm Garden Refund-10-28-2024	\$560.00
Midwest Mailing	\$1,185.19
Gillespie-Replace Ck#68875	\$528.99
Payroll-11-04-2024-ACH	\$60,628.23
Payroll-11-04-2024-AP	\$48,433.26
Council-11-12-2024	\$460,032.57

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<b>Total Claims: Checks &amp; ACH</b>	<b>\$571,368.24</b>
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**Financial or Budget Considerations**

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

**Action Requested**

Motion to approve the claims list as presented.

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 10/24/2024 - 4:35PM  
 Batch: 00006.10.2024 - Comm Garden Refund



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1485 78833746	Lindsay Babcock Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 1 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1494 78546922	Nancy Baune Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 2 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1475 78682077	Suzanne Bissen Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 3 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1495 78546968	Heather Ciesliecki Community Garden Plot Rental	40.00	10/28/2024	Check Sequence: 4 101-53-3476-0000	ACH Enabled: False
	Check Total:	40.00			
Vendor: 1496 78546895	Christine Ditrnich Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 5 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1487 78833902	Sharon Donovan Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 6 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1488 78833915	Maja Engeman Community Garden Plot Rental	40.00	10/28/2024	Check Sequence: 7 101-53-3476-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	40.00			
Vendor: 1474 78611788	Carole Fink Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 8 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1480 78682304	Maria Fisher Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 9 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1497 78546083	Megan Henderleiter Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 10 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1477 78682162	Beth Homeister Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 11 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1490 78833969	Amy Jordan Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 12 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1482 78682729	Todd Knapmiller Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 13 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1481 78682219	Jerry Martin Community Garden Plot Rental	40.00	10/28/2024	Check Sequence: 14 101-53-3476-0000	ACH Enabled: False
	Check Total:	40.00			
Vendor: 1479 78682245	Carey Meyer Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 15 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1493 78545963	Kate Musselman Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 16 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1476 78682130	Janine Newport Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 17 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1484 78833721	Luanne O'Neill Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 18 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1491 78834165	RJ Santos Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 19 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1473 78611751	Velinda Schrepel Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 20 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1486 78833778	James Soyka Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 21 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1483 78833698	Kim Stern Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 22 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1492 78834196	Laurie Susla Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 23 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
Vendor: 1498 78547021	Melissa Talmo Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 24 101-53-3476-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1472 78611678	Check Total:	20.00			
	Joe Turner Community Garden Plot Rental	20.00	10/28/2024	Check Sequence: 25 101-53-3476-0000	ACH Enabled: False
	Check Total:	20.00			
	Total for Check Run:	560.00			
	Total of Number of Checks:	25			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 10/29/2024 - 9:31AM  
 Batch: 00007.10.2024 - Midwest-10/29/24



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 286	MIDWEST MAILING SYSTEMS INC				ACH Enabled: True
80719	Newsletter Postages	681.15	10/29/2024	101-13-4208-0000	Check Sequence: 1
80719	Newsletter Svc	504.04	10/29/2024	101-13-4400-0000	
	Check Total:	1,185.19			
	Total for Check Run:	1,185.19			
	Total of Number of Checks:	1			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 11/01/2024 - 1:39PM  
 Batch: 00001.11.2024 - Gillespie



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: UB*00616	Parker & Veronica Gillespie				
Act#6040-refund	Refund-5905 Sweetwater Curve	81.16	11/01/2024	631-00-2010-0000	ACH Enabled: False
Act#6040-refund	Refund-5905 Sweetwater Curve	88.53	11/01/2024	621-00-2010-0000	
Act#6040-refund	Refund-5905 Sweetwater Curve	179.79	11/01/2024	611-00-2010-0000	
Act#6040-refund	Refund-5905 Sweetwater Curve	179.51	11/01/2024	601-00-2010-0000	
Check Total:		528.99			
Total for Check Run:		528.99			
Total of Number of Checks:		1			

# Clearing House

## Distribution Report

User: mnguyen  
 Printed: 11/04/2024 - 12:01PM  
 Batch: 00004.11.2024



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	60,628.23	CASH AND INVESTMENTS
700-00-2170-0000	60,628.23	0.00	GROSS PAYROLL CLEARING
	<u>60,628.23</u>	<u>60,628.23</u>	
Report Totals:	<u>60,628.23</u>	<u>60,628.23</u>	

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 11/04/2024 - 12:13PM  
 Batch: 00002.11.2024 - Payroll-11-04-2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES				ACH Enabled: True
November-2024	PR Batch 00001.11.2024 Union Dues	403.34	11/04/2024	700-00-2182-0000	PR Batch 00001.11.2024 Union Dues
	Check Total:	403.34			
Vendor: 5	EFTPS - FEDERAL W/H				ACH Enabled: True
PR-11-04-2024	PR Batch 00001.11.2024 FICA Employee Portio	5,643.35	11/04/2024	700-00-2174-0000	PR Batch 00001.11.2024 FICA Employee I
PR-11-04-2024	PR Batch 00001.11.2024 FICA Employer Portio	5,643.35	11/04/2024	700-00-2174-0000	PR Batch 00001.11.2024 FICA Employer I
PR-11-04-2024	PR Batch 00001.11.2024 Medicare Employer Po	1,319.83	11/04/2024	700-00-2174-0000	PR Batch 00001.11.2024 Medicare Employ
PR-11-04-2024	PR Batch 00001.11.2024 Federal Income Tax	10,099.99	11/04/2024	700-00-2172-0000	PR Batch 00001.11.2024 Federal Income T
PR-11-04-2024	PR Batch 00001.11.2024 Medicare Employee Pc	1,319.83	11/04/2024	700-00-2174-0000	PR Batch 00001.11.2024 Medicare Emplo
	Check Total:	24,026.35			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY				ACH Enabled: True
November-2024	PR Batch 00001.11.2024 Vision-Avesis-Joe Rigg	279.87	11/04/2024	700-00-2186-0000	PR Batch 00001.11.2024 Vision-Avesis
	Check Total:	279.87			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457				ACH Enabled: True
PR-11-04-2024	PR Batch 00001.11.2024 Deferred-MissionsSq-FI	2,275.00	11/04/2024	700-00-2176-0000	PR Batch 00001.11.2024 Deferred-Missior
	Check Total:	2,275.00			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY				ACH Enabled: True
November-2024	PR Batch 00001.11.2024 Short Term Disability	952.55	11/04/2024	700-00-2181-0000	PR Batch 00001.11.2024 Short Term Disab
November-2024	PR Batch 00001.11.2024 Long Term Disability	868.42	11/04/2024	700-00-2181-0000	PR Batch 00001.11.2024 Long Term Disab
	Check Total:	1,820.97			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE				ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
PR-11-04-2024	PR Batch 00001.11.2024 State Income Tax	4,398.06	11/04/2024	700-00-2173-0000	PR Batch 00001.11.2024 State Income Tax
	Check Total:	4,398.06			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 7	ACH Enabled: True
November-2024	PR Batch 00001.11.2024 Life Insurance-Joe Rigr	1,102.50	11/04/2024	700-00-2180-0000	PR Batch 00001.11.2024 Life Insurance
	Check Total:	1,102.50			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-11-04-2024	PR Batch 00001.11.2024 Deferred Comp-MSRS	25.00	11/04/2024	700-00-2176-0000	PR Batch 00001.11.2024 Deferred Comp-1
	Check Total:	25.00			
Vendor: 10	NCPEERS GROUP LIFE INSURANCE			Check Sequence: 9	ACH Enabled: True
November-2024	PR Batch 00001.11.2024 PERA Life	192.00	11/04/2024	700-00-2180-0000	PR Batch 00001.11.2024 PERA Life
	Check Total:	192.00			
Vendor: 665	OPTUM BANK			Check Sequence: 10	ACH Enabled: True
PR-11-04-2024	PR Batch 00001.11.2024 HSA-OPTUM BANK	907.25	11/04/2024	700-00-2183-0000	PR Batch 00001.11.2024 HSA-OPTUM B.
	Check Total:	907.25			
Vendor: 9	PERA			Check Sequence: 11	ACH Enabled: True
PR-11-04-2024	PR Batch 00001.11.2024 MN-PERA Deduction	6,037.08	11/04/2024	700-00-2175-0000	PR Batch 00001.11.2024 MN-PERA Dedu
PR-11-04-2024	PR Batch 00001.11.2024 MN PERA Benefit Emj	6,965.84	11/04/2024	700-00-2175-0000	PR Batch 00001.11.2024 MN PERA Benef
	Check Total:	13,002.92			
	Total for Check Run:	48,433.26			
	Total of Number of Checks:	11			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 11/06/2024 - 2:13PM  
 Batch: 00003.11.2024 - Council-11-12-2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 105	ADVANCED IMAGING SOLUTIONS				ACH Enabled: True
INV342658	Konica Minolta/C658 Copier	47.00	11/12/2024	101-19-4221-0000	Check Sequence: 1
	Check Total:	47.00			
Vendor: 677	BOLTON & MENK, INC.				ACH Enabled: True
349083	Pond Maintenance	10,019.00	11/12/2024	631-00-4303-0000	Check Sequence: 2
349084	General Engineering	13,744.00	11/12/2024	101-31-4303-0000	
349085	2024 Mill & Overlay/Smithtown	5,523.00	11/12/2024	419-00-4303-0000	
349086	Pavement Markings	1,455.00	11/12/2024	404-00-4620-0007	
349087	Sanitary Cleaning & Televising	595.00	11/12/2024	611-00-4303-0000	
349088	26275 Smithtown Road-Denman Application	382.00	11/12/2024	880-00-2200-0000	
349090	Freeman Park Trail Improvement	535.50	11/12/2024	402-00-4303-0000	
349091	Galpin Lake Road-SRTS Grant Prep	252.00	11/12/2024	101-31-4303-0000	
349092	GIS-Utilities-Water	1,314.00	11/12/2024	601-00-4303-0000	
349092	GIS-Utilities-Stormwater	1,012.00	11/12/2024	631-00-4303-0000	
349093	Lake Park Villas	1,640.50	11/12/2024	101-00-3414-0000	
349094	Maple Shores Development-Chamberlain Capita	447.00	11/12/2024	101-00-3414-0000	
349095	MS4 Administration	589.50	11/12/2024	631-00-4302-0009	
349096	Pavement Management Plan	7,492.00	11/12/2024	404-00-4620-0007	
349097	SE Area Water Improvement-Well MTCE	7,247.50	11/12/2024	211-00-4303-0000	
349098	Smithtown Pond -Pond Construction Admin	1,933.50	11/12/2024	631-00-4303-0000	
349121	Walnut Grove Villas - Shaefco	600.00	11/12/2024	101-00-3414-0000	
	Check Total:	54,781.50			
Vendor: 136	CENTERPOINT ENERGY-GAS				ACH Enabled: True
10-24-2024	20630 Manor Rd	26.49	11/12/2024	101-52-4380-0000	Check Sequence: 3

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
10-24-2024	5735 Country Club Rd-SCEC	93.71	11/12/2024	201-00-4380-0000	
10-30-2024	20405 Knightsbridge Rd	37.26	11/12/2024	601-00-4394-0000	
10-30-2024	24200 Smithtown Rd	122.55	11/12/2024	101-32-4380-0000	
10-30-2024	6000 Eureka Road	26.49	11/12/2024	101-52-4380-0000	
10-30-2024	28125 Boulder Bridge	45.88	11/12/2024	601-00-4396-0000	
10-30-2024	5755 Country Club Rd	74.21	11/12/2024	101-19-4380-0000	
	Check Total:	426.59			
Vendor: 137	CENTURY LINK			Check Sequence: 4	ACH Enabled: True
10-25-2024	Acc#334037388-C.H.-952-470-6340	123.26	11/12/2024	101-19-4321-0000	952-474-6340-989-C.H.
10-25-2024	Acc#333778780-PWs-952-470-2294	69.42	11/12/2024	101-32-4321-0000	952-470-2294-642-PWs
10-25-2024	Acc#333332729-SCEC-952-470-7819	129.84	11/12/2024	201-00-4321-0000	952-470-7819-261-SCEC
	Check Total:	322.52			
Vendor: 720	CHRISTMAS LAKE HOMEOWNERS ASSOCIATION			Check Sequence: 5	ACH Enabled: False
2024-AIS	Christmas Lake AIS-2024	5,000.00	11/12/2024	101-52-4402-0000	
	Check Total:	5,000.00			
Vendor: 915	CINTAS			Check Sequence: 6	ACH Enabled: False
5236852408	PWs-First Aid Supplies	32.40	11/12/2024	101-32-4400-0000	
5238019302	City Hall-First Aid Supplies	87.87	11/12/2024	101-19-4223-0000	
	Check Total:	120.27			
Vendor: 456	CORE & MAIN, LP			Check Sequence: 7	ACH Enabled: False
V849222	Misc. Parts	198.96	11/12/2024	601-00-4221-0000	
	Check Total:	198.96			
Vendor: 1361	COSTCO-CITI CARDS			Check Sequence: 8	ACH Enabled: True
11/02/2024-Brenda	General Supplies	209.02	11/12/2024	101-14-4245-0000	
	Check Total:	209.02			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 9	ACH Enabled: True
1021294	Ord. No. 609	122.50	11/12/2024	101-13-4351-0000	
1021527	Ord. No. 609	82.50	11/12/2024	101-13-4351-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	205.00			
Vendor: 1471	FOSS EXTERIORS			Check Sequence: 10	ACH Enabled: False
4626	Roof	46,111.83	11/12/2024	450-00-4620-0000	
4627	Roof	26,675.82	11/12/2024	450-00-4620-0000	
	Check Total:	72,787.65			
Vendor: 1366	GILBERT MECHANICAL CONTRACTORS, LLC			Check Sequence: 11	ACH Enabled: True
251228	Maintenance of Building	567.00	11/12/2024	101-19-4223-0000	
251459	Maintenance of Building	382.00	11/12/2024	101-32-4223-0000	
251459	Maintenance of Building	382.00	11/12/2024	601-00-4223-0000	
251800	Maintenance of Building	859.00	11/12/2024	601-00-4223-0000	
251800	Maintenance of Building	859.00	11/12/2024	101-32-4223-0000	
251816	Maintenance of Building	887.00	11/12/2024	201-00-4223-0000	
	Check Total:	3,936.00			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 12	ACH Enabled: True
4100748	Monthly Rental	140.40	11/12/2024	611-00-4400-0000	
4100748	Monthly Rental	140.40	11/12/2024	631-00-4400-0000	
4100748	Monthly Rental	140.40	11/12/2024	601-00-4400-0000	
	Check Total:	421.20			
Vendor: 1199	GREENER BLADE FERTILIZATION CO. LLC			Check Sequence: 13	ACH Enabled: False
2024101112330353	Turf Maintenance-Manor Park	282.00	11/12/2024	101-52-4400-0000	
	Check Total:	282.00			
Vendor: 689	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 14	ACH Enabled: False
1000234997	REC0001086-View Recorded Documents	72.50	11/12/2024	101-18-4400-0000	RecordEase Payment
	Check Total:	72.50			
Vendor: 1499	CHARLES B. HIGGINS			Check Sequence: 15	ACH Enabled: False
Receipt120962	5600 & 5602 Wood Duck Circle-Rental-Refund	150.00	11/12/2024	101-24-3217-0000	
	Check Total:	150.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 896 20557760	HUEBSCH SERVICES City Hall - Mats	267.67	11/12/2024	Check Sequence: 16 101-19-4223-0000	ACH Enabled: True
	Check Total:	267.67			
Vendor: 239 184338	KENNEDY & GRAVEN CHARTERED City Hall/Public Safety Financing	993.75	11/12/2024	Check Sequence: 17 101-16-4304-0000	ACH Enabled: False
	Check Total:	993.75			
Vendor: 247 October-2024	DREW KRIESEL Events Program/Class Services	720.00	11/12/2024	Check Sequence: 18 201-00-4248-0000	ACH Enabled: False
	Check Total:	720.00			
Vendor: 13 40003059-Dec2024 40003065-Dec2024	LEAGUE OF MINNESOTA CITIES INSURANCE TRUST (0049) Workers' Compensation-Act#40003059 Property/Casualty-Act#40003065	8,607.00 19,611.00	11/12/2024 11/12/2024	Check Sequence: 19 700-00-2177-0000 101-19-4360-0000	ACH Enabled: False Acc#40003059 Acc#40003065
	Check Total:	28,218.00			
Vendor: 1500 5870MikaBlvd	MCDONALD CONSTRUCTION PARTNERS Escrow Refund-5870 Minnetonka Blvd	31,350.00	11/12/2024	Check Sequence: 20 880-00-2200-0000	ACH Enabled: False
	Check Total:	31,350.00			
Vendor: 279 1179171	METROPOLITAN COUNCIL (WASTEWATER) Monthly Waste Water Svc	89,731.03	11/12/2024	Check Sequence: 21 611-00-4385-0000	ACH Enabled: True
	Check Total:	89,731.03			
Vendor: 463 1455124-00	MTI DISTRIBUTING INC. Lawn Mower Blades	326.52	11/12/2024	Check Sequence: 22 101-32-4221-0000	ACH Enabled: False
	Check Total:	326.52			
Vendor: 313 October-2024	MICHELLE THU-THAO NGUYEN Mileage Reimbursement	52.26	11/12/2024	Check Sequence: 23 101-15-4331-0000	ACH Enabled: True
	Check Total:	52.26			
Vendor: 325 1806278	ON SITE SANITATION -TWIN CITIES South Shore-5355 St Albans Bay	82.78	11/12/2024	Check Sequence: 24 101-52-4400-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1806279	Freeman Park-6000 Eureka Rd	82.78	11/12/2024	101-52-4400-0000	
1806280	Christmas Lk Rd-5625 Merry Ln	185.65	11/12/2024	101-52-4400-0000	
1806281	Cathcart Park-26655 W- 62nd St	82.78	11/12/2024	101-52-4400-0000	
1806282	Silverwood Pk-5755 Covington R	82.78	11/12/2024	101-52-4400-0000	
	Check Total:	516.77			
Vendor: 864	QUALITY FLOW SYSTEMS, INC.			Check Sequence: 25	ACH Enabled: True
47817	LS Maint.	875.00	11/12/2024	631-00-4221-0000	
	Check Total:	875.00			
Vendor: 338	QUALITY RESOURCE GROUP, INC.			Check Sequence: 26	ACH Enabled: True
IN-90024	Laser Utility Bills	236.08	11/12/2024	631-00-4200-0000	
IN-90024	Laser Utility Bills	236.08	11/12/2024	621-00-4200-0000	
IN-90024	Laser Utility Bills	236.07	11/12/2024	611-00-4200-0000	
IN-90024	Laser Utility Bills	236.08	11/12/2024	601-00-4200-0000	
	Check Total:	944.31			
Vendor: 1063	RYAN LaPOINTE			Check Sequence: 27	ACH Enabled: False
ROW#275692	Security Deposit Refund-ROW Permit#275692-4	2,000.00	11/12/2024	880-00-2200-0000	
	Check Total:	2,000.00			
Vendor: 305	SAFEBUILT LLC-LOCKBOX #88135			Check Sequence: 28	ACH Enabled: False
893743	Inspection Services	866.59	11/12/2024	101-24-4400-0000	
	Check Total:	866.59			
Vendor: 1292	SAFETY VEHICLE SOLUTIONS			Check Sequence: 29	ACH Enabled: False
24037	Vehicle Light Installation-Ford F-350-2024	1,374.75	11/12/2024	101-32-4221-0000	
	Check Total:	1,374.75			
Vendor: 1424	SHADYWOOD TREE EXPERTS & LANDSCAPING			Check Sequence: 30	ACH Enabled: True
52429	Tree Services	3,997.00	11/12/2024	101-32-4400-0000	
52443	Tree Services	4,250.00	11/12/2024	101-32-4400-0000	
	Check Total:	8,247.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 355 174315	SHRED-N-GO_446138 Shredded Svc	78.93	11/12/2024	Check Sequence: 31 101-19-4400-0000	ACH Enabled: True
	Check Total:	78.93			
Vendor: 1501 2025-AF-Deposit	SILENT RUN ADVENTURES 2025-Artic Fever Dog Sled Deposit	1,100.00	11/12/2024	Check Sequence: 32 101-53-4441-0000	ACH Enabled: False
	Check Total:	1,100.00			
Vendor: 670 H24-0834-005	SIR LINES-A-LOT LLC 2024-Pavement Marking-Citywide Stripping Pro	13,618.78	11/12/2024	Check Sequence: 33 404-00-4620-0007	ACH Enabled: True
	Check Total:	13,618.78			
Vendor: 360 December-2024-OB	SOUTH LAKE MINNETONKA POLICE DEPARTMENT Monthly-Operating Budget Exp	128,170.25	11/12/2024	Check Sequence: 34 101-21-4400-0000	ACH Enabled: True
	Check Total:	128,170.25			
Vendor: 1181 95092	SPLIT ROCK MANAGEMENT, INC. Custodial Service-CH Building	487.00	11/12/2024	Check Sequence: 35 101-19-4223-0000	ACH Enabled: True
	Check Total:	487.00			
Vendor: 1101 INV-018992	SPRINGBROOK HOLDING COMPANY LLC Springbrook-CivicPay Fees	291.25	11/12/2024	Check Sequence: 36 611-00-4450-0000	ACH Enabled: True
INV-018992	Springbrook-CivicPay Fees	291.25	11/12/2024	621-00-4450-0000	
INV-018992	Springbrook-CivicPay Fees	291.25	11/12/2024	631-00-4450-0000	
INV-018992	Springbrook-CivicPay Fees	291.25	11/12/2024	601-00-4450-0000	
	Check Total:	1,165.00			
Vendor: 694 M29617	TIMESAVER OFF SITE SECRETARIAL, INC. Park Meeting	219.50	11/12/2024	Check Sequence: 37 101-53-4400-0000	ACH Enabled: True
M29618	Council Meeting	620.50	11/12/2024	101-13-4400-0000	
	Check Total:	840.00			
Vendor: 384 14030	TOTAL PRINTING SERVICES Newsletters	1,160.00	11/12/2024	Check Sequence: 38 101-13-4351-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
14030	Park-Activities Insert	495.00	11/12/2024	101-53-4351-0000	
	Check Total:	1,655.00			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 39	ACH Enabled: True
21331	Monthly Water Testing	120.00	11/12/2024	601-00-4400-0000	
	Check Total:	120.00			
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 40	ACH Enabled: True
1562857-Oct-2024	Account# 1562857 - Uniforms Services	830.55	11/12/2024	101-32-4400-0000	
	Check Total:	830.55			
Vendor: 405	WESTSIDE WHOLESALE TIRE & SUPPLY			Check Sequence: 41	ACH Enabled: True
954380	Replacement Tires	1,644.23	11/12/2024	101-32-4221-0000	
	Check Total:	1,644.23			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 42	ACH Enabled: True
306876	Asphalt Patch Material	105.27	11/12/2024	101-32-4250-0000	
306974	Asphalt Patch Material	152.77	11/12/2024	101-32-4250-0000	
	Check Total:	258.04			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 43	ACH Enabled: True
899799557	24253 Smithtown Rd	577.72	11/12/2024	601-00-4395-0000	24253 Smithtown Rd
899809665	5735 Country Club Rd	813.85	11/12/2024	201-00-4380-0000	5735 Country Club Rd
899839944	5755 Country Club Rd	111.44	11/12/2024	101-19-4380-0000	5755 Country Club Rd
900132902	5700 County Rd 19	53.82	11/12/2024	101-32-4399-0000	5700 County Rd 19
900132902	5700 County Rd 19 - Unit Light	214.81	11/12/2024	101-32-4399-0000	5700 County Rd 19 - Unit Light
900225947	4931 Shady Isalhd Road	17.79	11/12/2024	611-00-4380-0000	4931 Shady Isalhd Road
900236819	28125 Boulder Bridge Drive	2,831.50	11/12/2024	601-00-4396-0000	28125 Boulder Bridge Drive
	Check Total:	4,620.93			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	460,032.57			
	Total of Number of Checks:	43			



## City Council Meeting Item

Item  
2D

**Title/Subject:** Quote for Lawn Mower Purchase  
**Meeting Date:** November 12, 2024  
**Prepared by:** Matt Morreim, Public Works Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** 2024 Capital Improvement Plan  
Quote – Minnesota Equipment, Inc.

### Background:

The 2024 Capital Improvement Plan (CIP) (see attachment) equipment replacement fund has an amount of \$32,200 for a commercial lawn mower. Currently, public works utilize Toro zero-turn commercial lawn mowers. Staff have researched multiple options including replacing in-kind and acceptable alternatives. Additionally, staff have been researching options for a brush mower to aid in taller brush mowing (i.e. Minnetonka Country Club) and buckthorn regrowth removal (i.e. Freeman Park).



Staff recommend the purchase of the Altoz TRX 766I tracked zero turn mower with an all-terrain and finish cut mowing deck. The Altoz mower (shown to the left) will be able to navigate through wooded areas and turf areas during mowing operations. The all-terrain deck will cut through long vegetation and smaller wooded plants (buckthorn). The tracks will allow staff to cut wet areas without damaging turf and cut sloped areas more safely. Altoz is a Minnesota company that manufactures their products in northern Minnesota. Altoz is represented by Minnesota Equipment out of Rogers.

The total cost of the mower with both mowing decks is \$30,901.16. The quote from Minnesota Equipment was obtained through Sourcewell cooperative purchasing which allows government agencies to purchase goods.

### Financial Considerations:

Funding of \$32,200 in the 2024 CIP – 403 Equipment Replacement Fund, Item# 084 is adequate to fully fund the lawn mower purchase of \$30,901.16.

**Action Requested:**

Motion to approve the quote and purchase of the Altoz TRX 766I tracked zero turn mower from Minnesota Equipment, Inc.

A majority vote by the Council is required.

City of Shorewood, Minnesota  
Capital Improvement Program

2024 thru 2033

**PROJECTS BY FUNDING SOURCE**

Source	#	Priority	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
<b>201 - Community &amp; Event Center</b>													
SCEC - Mechanical Systems	SCEC-19-01	n/a	8,000	11,000	11,500	12,000	12,500	13,000	13,500	14,000	14,500	15,000	125,000
SCEC - Exterior Doors	SCEC-21-01	n/a				15,000							15,000
SCEC - Activity Rm Counters/Sinks/Lighting/Floor	SCEC-22-04	n/a	25,000										25,000
SCEC-Interior paint dining rm/lobby/coat rm/hallway	SCEC-23-03	n/a					12,000						12,000
SCEC - Banquet Chairs - 200	SCEC-23-04	n/a		10,000									10,000
SCEC - Restrooms	SCEC-24-01	n/a	18,000										18,000
SCEC - Conference Chairs	SCEC-24-02	n/a	3,000										3,000
SCEC-painting activity rm/conference rm/office	SCEC-25-01	n/a		6,000					8,000				14,000
SCEC - Painting	SCEC25-02	n/a		25,000	20,000								45,000
SCEC - Kitchen lighting	SCEC-26	n/a			5,000								5,000
SCEC - Banquet tables & rectangle tables	SCEC-26-01	n/a			6,000								6,000
<b>201 - Community &amp; Event Center Total</b>			<b>29,000</b>	<b>77,000</b>	<b>42,500</b>	<b>27,000</b>	<b>24,500</b>	<b>13,000</b>	<b>21,500</b>	<b>14,000</b>	<b>14,500</b>	<b>15,000</b>	<b>278,000</b>
<b>402 - Park Improvements</b>													
Freeman Park North Playground	P0110	n/a							250,000				250,000
Cathcart Park Resurface Tennis Court	P0200	n/a			15,000				18,000				33,000
Cathcart Park Hockey Boards	P0201	n/a					150,000						150,000
Cathcart Park Playground Equipment	P0202	n/a		175,000									175,000
Badger Park Tennis Courts	P0301	n/a			30,000								30,000
Manor Park Outdoor Amphitheatre & Perimeter Trail	P0403	n/a									150,000		150,000
Manor Park Surface	P0404	n/a								250,000			250,000
Manor Tennis Court Striping/Retaining Wall/Nets	P0405	n/a		30,000									30,000
South Shore Park Master Plan	P0700	n/a		10,000									10,000

Source	#	Priority	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
South Shore Park Reconstruction Project	P0701	n/a				350,000	90,000						90,000
South Shore Park Pickleball Courts	P0702	n/a			45,000	350,000	240,000	254,400	270,200	90,200	150,000		350,000
<b>402 - Park Improvements Total</b>													
			215,000	45,000	350,000	240,000	254,400	270,200	90,200	250,000	150,000		1,518,000
<b>403 - Equipment Replacement Fund</b>													
Dump Truck - Freightliner	004	n/a						254,400					254,400
Dump Truck - Freightliner	005	n/a							270,200				270,200
MultiOne Articulated Tractor	006	n/a								90,200			90,200
Pickup - 4 x 4 Ford F250 (LFS)	010	n/a					47,900						47,900
Pickup - 4 x 4 Ford F150 (DPW)	011	n/a						46,500					46,500
Pickup - 4x4 Ford F150 (St. Inspect)	022	n/a										64,700	64,700
Pickup - 4x4 Ford F250	024	n/a										64,700	64,700
Pickup - 4x4 Ford F150 (Bldg Off when arrive)	025	n/a	40,000								56,600		96,600
Loader - Cat 930H	056	n/a			224,300								224,300
Mower - Toro Z 72098 Wing Mower 96"	075	n/a								75,400			75,400
Mower - Toro Groundsmaster 7210	084	n/a	32,200							49,200			81,400
Pickup - 4 x 4 Ford F350 (On Loan Bldg Off)	080	n/a	50,000								64,400		114,400
Truck - Ford 550 One Ton Dump Truck	091	n/a		97,000									97,000
Mower - Toro Groundsmaster 7210	091b	n/a			36,400							55,400	91,800
Dump Truck - Freightliner	092	n/a		199,700							304,600		504,300
Roller - Cat CB14XW	096	n/a								65,600			65,600
Skid Steer - Case SV185	097	n/a									90,500		90,500
Dump Truck - Freightliner	099	n/a				225,400							225,400
Pelican Street Sweeper	099	n/a										351,200	591,200
Attach Skid Steer - Blower	A03	n/a			10,900					14,800			25,700
Attach Skid Steer - plow blade	A05	n/a										5,500	5,500
Attach skid steer - grapple	A06	n/a										4,600	4,600
Attach Skid Steer - snow bucket	A08	n/a							8,600				8,600
Attach MultiOne - blower	A09	n/a								10,300			10,300
Attach MultiOne - snow broom	A11	n/a								14,800			14,800
Color Copier Replacement	T-13-03	n/a	14,000			15,000			16,000				62,000
800 Mhz Radio Replacement	T-19-01	n/a				36,000							36,000
Computer Upgrades	T-99-99	n/a	10,600	10,900	11,200	11,500	11,800	12,100	12,400	12,700	13,000	13,300	119,500
<b>403 - Equipment Replacement Fund Total</b>			<b>386,800</b>	<b>307,600</b>	<b>282,800</b>	<b>287,900</b>	<b>59,700</b>	<b>313,000</b>	<b>307,200</b>	<b>333,000</b>	<b>529,100</b>	<b>576,400</b>	<b>3,383,500</b>

Source	#	Priority	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
<b>404 - Street Reconstruction Fund</b>													
Pavement Maintenance	LR-99-099	n/a	305,000	310,000	315,000	320,000	325,000	330,000	335,000	340,000	345,000	350,000	3,275,000
Mill & Overlay and Striping	LR-99-100	n/a	606,375	578,813		765,769		703,550		775,664		855,170	4,285,341
Edgewood Rd reclaim	ST-21-01	n/a								1,605,749			1,605,749
Grant Lorenz Rd reclaim	ST-23-02	n/a						1,133,721					1,133,721
Eureka Rd N Reclaim	ST-23-03	n/a		1,509,659									1,509,659
Vine Ridge Road Watermain	ST-23-05	n/a		897,159									897,159
Noble Rd recon	ST-24-01	n/a				1,740,831							1,740,831
Noble Rd Reclaim	ST-24-02	n/a				591,825							591,825
Galpin Lake Rd/Trail	ST-24-03	n/a				1,533,325							1,533,325
Chaska Road Trail	ST-27-01	n/a				893,397							893,397
Mill Street Trail Construction - Led by Hpn County	ST-27-03	n/a		879,795									879,795
Vinehill Road Improv (partner with Minnetonka)	ST-29-02	n/a						1,872,442					1,872,442
Mill Street Trail ROW - County Led	T017	n/a	165,375										165,375
<b>404 - Street Reconstruction Fund Total</b>			<b>1,076,750</b>	<b>4,175,426</b>	<b>315,000</b>	<b>5,845,147</b>	<b>325,000</b>	<b>4,039,713</b>	<b>335,000</b>	<b>2,721,413</b>	<b>345,000</b>	<b>1,205,170</b>	<b>20,383,619</b>

<b>601 - Water Fund</b>													
Truck - Ford 550 w/crane, Utility Truck 50%	007	n/a					101,250						101,250
Air Compressor - Ingersall Rand 185	038	n/a		34,200									34,200
Dodge Grand Caravan (Pool) - Water	077	n/a										70,200	70,200
Utilities Hook Truck - 50%	107	n/a	100,000										100,000
Mill & Overlay and Striping	LR-99-100	n/a	33,075	121,551		76,577		21,107		93,080		102,620	448,010
Edgewood Rd reclaim	ST-21-01	n/a								938,554			938,554
Grant Lorenz Rd reclaim	ST-23-02	n/a											703,550
Vine Ridge Road Watermain	ST-23-05	n/a		871,692									871,692
Noble Rd recon	ST-24-01	n/a											524,552
Galpin Lake Rd/Trail	ST-24-03	n/a											605,085
Mill Street Trail Construction - Led by Hpn County	ST-27-03	n/a		2,546,775									2,546,775
Rebuild Well Pump SE VT Well	W-19-05	n/a		25,000									25,000
Rebuild Well Pump Amesbury VT Well	W-20-05	n/a			25,000								25,000
Rebuild Well Pump Badger VT Well	W-21-02	n/a					35,000						35,000
Rebuild Well Pump Boulder Bridge VT Well	W-22-02	n/a											35,000

Source	#	Priority	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Rebuild Well Pump Amesbury Submersible Well	W-23-01	n/a						36,000					36,000
Water Meter Replacement Project	W-23-04	n/a	30,000	30,000	30,000	35,000	35,000	35,000	35,000	35,000	35,000	35,000	335,000
Rebuild Well Pump Boulder Bridge Submersible Well	W-24-01	n/a	30,000										30,000
East Water Tower Paint & Reconditioning	W-24-02	n/a	380,000										380,000
Replace VFD SE Area Well	W-24-03	n/a	10,000										10,000
Replace VFD Badger Well	W-26-01	n/a			12,000								12,000
Watermain Reconstruction Activity	W-99-01	n/a	105,000	110,000	115,000	120,000	125,000	130,000	135,000	140,000	145,000	150,000	1,275,000
<b>601 - Water Fund Total</b>			<b>688,075</b>	<b>3,739,218</b>	<b>182,000</b>	<b>1,396,214</b>	<b>296,250</b>	<b>925,657</b>	<b>170,000</b>	<b>1,206,634</b>	<b>180,000</b>	<b>357,920</b>	<b>9,141,868</b>

**611 - Sanitary Sewer Fund**

Truck - Ford 550 w/crane, Utility Truck 50%	007	n/a					101,250						101,250
Utilities Hook Truck - 50%	107	n/a	100,000										100,000
CIP Sewer Repairs Assoc with Roadway Reconstr	SS-99-01	n/a	51,500	53,000	54,500	56,000	57,500	59,000	60,500	62,000	63,500	65,000	582,500
Televising & Cleaning	SS-99-02	n/a	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
Sewer Additional	SS-99-04	n/a	26,000	27,000	28,000	29,000	30,000	31,000	32,000	33,000	34,000	35,000	305,000
Infiltration and Inflow Reduction	SS-99-05	n/a	82,500	85,000	87,500	90,000	92,500	95,000	97,500	100,000	102,500	105,000	937,500
Edgewood Rd reclaim	ST-21-01	n/a								271,482			271,482
Grant Lorenz Rd reclaim	ST-23-02	n/a						164,631					164,631
Eureka Rd N Reclaim	ST-23-03	n/a		135,442									135,442
Vine Ridge Road Watermain	ST-23-05	n/a		52,093									52,093
Noble Rd recon	ST-24-01	n/a				223,349							223,349
<b>611 - Sanitary Sewer Fund Total</b>			<b>290,000</b>	<b>382,535</b>	<b>200,000</b>	<b>428,349</b>	<b>311,250</b>	<b>379,631</b>	<b>220,000</b>	<b>496,482</b>	<b>230,000</b>	<b>235,000</b>	<b>3,173,247</b>

**631 - Stormwater Management Fund**

Pump - 4' Discharge Trailer Mtd	050	n/a				74,700							74,700
Mill & Overlay and Striping	LR-99-100	n/a	110,250										110,250
Edgewood Rd reclaim	ST-21-01	n/a								240,456			240,456
Grant Lorenz Rd reclaim	ST-23-02	n/a						170,259					170,259
Eureka Rd N Reclaim	ST-23-03	n/a		319,736									319,736
Vine Ridge Road Watermain	ST-23-05	n/a		67,142									67,142
Shorewood Ln Ravine	ST-23-06	n/a	300,983										300,983
Noble Rd recon	ST-24-01	n/a				686,639							686,639
Noble Rd Reclaim	ST-24-02	n/a				89,340							89,340
Galpin Lake Rd/Trail	ST-24-03	n/a				471,714							471,714

Source	#	Priority	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Smithtown Road Curb & Drainage Improvements	ST-24-04	n/a	275,625										275,625
Noble Road Channel Widening	ST-27-02	n/a				283,545							283,545
Grant Lorenz Channel	ST-29-01	n/a						323,633					323,633
Catch Basin Reconstruction	STM-99-01	n/a	51,500	53,000	54,500	56,000	57,500	59,000	60,500	62,000	63,500	65,000	582,500
Disposal of Street Sweepings	STM-99-02	n/a	38,600	39,400	40,200	41,000	41,800	42,600	43,400	44,200	45,000	45,800	422,000
Storm Water Additional	STM-99-03	n/a	0	110,000	0	120,000	0	130,000	0	140,000	0	150,000	650,000
Storm Pond Sediment Cleaning & Disposal	STM-99-04	n/a	105,000	110,000	115,000	120,000	125,000	130,000	135,000	140,000	145,000	150,000	1,275,000
<b>631 - Stormwater Management Fund Total</b>			<b>881,958</b>	<b>699,278</b>	<b>209,700</b>	<b>1,952,938</b>	<b>224,300</b>	<b>855,492</b>	<b>238,900</b>	<b>626,656</b>	<b>253,500</b>	<b>410,800</b>	<b>6,353,522</b>
<b>GRAND TOTAL</b>			<b>3,352,583</b>	<b>9,596,057</b>	<b>1,277,000</b>	<b>10,287,548</b>	<b>1,481,000</b>	<b>6,526,493</b>	<b>1,560,600</b>	<b>5,648,185</b>	<b>1,702,100</b>	<b>2,800,190</b>	<b>44,231,756</b>

**Quote Summary**

**Prepared For:**  
 CITY OF SHOREWOOD  
 5755 COUNTRY CLUB RD  
 EXCELSIOR, MN 55331  
 Business: 952-960-7913  
 MMORREIM@CI.SHOREWOOD.MN.US

**Prepared By:**  
 Shane Fisher  
 Minnesota Equipment, Inc.  
 13725 Main Street  
 Rogers, MN 55374  
 Phone: 763-428-4107  
 Mobile: 763-204-1171  
 shanefisher@mnequip.com

**Quote Id:** 31899073  
**Created On:** 28 October 2024  
**Last Modified On:** 04 November 2024  
**Expiration Date:** 29 November 2024

<b>Equipment Summary</b>	<b>Selling Price</b>	<b>Qty</b>	<b>Extended</b>
ALTOZ TRX 766I- 66" ALL TERRAIN DECK AND 66" FINISH CUT DECK - SOURCEWELL CONTRACT# 070821-ATZ	\$ 30,901.16 X	1 =	\$ 30,901.16
<b>Equipment Total</b>			<b>\$ 30,901.16</b>

<b>Quote Summary</b>	
Equipment Total	\$ 30,901.16
SubTotal	\$ 30,901.16
Est. Service Agreement Tax	\$ 0.00
Total	\$ 30,901.16
<b>Balance Due</b>	<b>\$ 30,901.16</b>

Salesperson : X \_\_\_\_\_

Accepted By : X \_\_\_\_\_



**Title/Subject:** SCEC Restroom Fixture Replacement  
**Meeting Date:** November 12, 2024  
**Prepared by:** Mitchell Czech, Parks & Recreation Manager  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Local Improvement Contract

**Background**

The Shorewood Community & Event Center (SCEC) hosts a number of weddings, business meetings, birthday parties, youth programs, and senior programs throughout the year. A need for enhancements to the current restrooms was identified by staff and users of the center, and a restroom remodel was included in 2024 on the Capital Improvement Plan (CIP) for the SCEC.

While the budgeted amount is not enough for a complete remodel, staff is recommending prioritizing the replacement of the restroom fixtures based off user feedback. Staff has noticed an increase in clogged toilets, urinals that don't get routinely flushed, and user complaints regarding low toilet height. This proposed replacement will provide appropriate height toilets that are ADA compliant, sensor flush valves on the urinals, and sensors on the faucets.

Two quotes were received for the replacement of these fixtures and are summarized below.

Quoter:	Total Quote:
Air Mechanical Inc.	\$12,300
Gilbert Mechanical	\$14,755

Staff has reviewed all quotes and along with the low quote from Air Mechanical, their quote features a "power flush" component on the toilets that will assist in reducing clogs. Air Mechanical Inc. would plan to remove old fixtures and install new fixtures on November 21 and 22.

**Financial Considerations**

Costs for this work have been budgeted in the 2024 SCEC CIP and is well under the \$18,000 budgeted amount. The remaining funds will be used to replace the existing countertops and sinks, along with the potential replacement of light fixtures that are out of service.

**Action Requested**

Motion to approve the contract with Air Mechanical Inc. for the 2024 SCEC Restroom Fixture Replacement project in the amount of \$12,300.

**City of Shorewood**  
**Shorewood Community & Event Center Restroom Fixtures Replacement**

Table of Contents

Contract

Exhibit A – Project Summary and Scope of Work

**CONTRACT FOR LOCAL IMPROVEMENT  
TYPE OF CONSTRUCTION PROJECT  
Shorewood Community & Event Center Restroom Fixtures Replacement**

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between Air Mechanical Inc., a Minnesota company with its principal office at 16411 Aberdeen St. NE Ham Lake, MN 55304 (“Contractor”), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Rd, Shorewood, MN 55331 (the “City”):

**RECITALS**

- A. Contractor is engaged in the business of providing plumbing, HVAC, and electrical services.
- B. The City desires to hire Contractor to provide replacement of restroom fixtures including toilets, urinals, and faucets.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

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

**AGREEMENT**

1. **The Work.** Contractor shall perform the work more fully described in the attached **Exhibit A** (the “Work”). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. All Work shall be completed according to the specifications set forth in the attached **Exhibit A**. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor’s operations.
2. **Time for Completion & Liquidated Damages.** After contract execution and approval of submittals, Contractor shall provide the City with a product delivery schedule and agree to a substantial completion date (“Substantial Completion Date”). The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s Parks and Recreation Manager on or before the Substantial Completion Date. If Contractor fails to complete the Work by the Substantial Completion Date, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor’s expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Substantial Completion Date. The Substantial Completion Date shall be used as the date that any liquid damages then apply to.

Contractor shall prosecute the Work continuously and effectively, with the least possible delay, to the end that the Work is completed before the Substantial Completion Date. The City is entitled to damages for failure of the Contractor to complete the Work before the Substantial Completion Date. In view of the difficulty in making a precise determination of actual damages incurred, the City will assess a daily charge not as a penalty but as liquidated damages to compensate the City for additional costs incurred. Failure to substantially complete the Work by the Substantial Completion Date shall result in the City charging Contractor, and withholding any monies due as liquidated damages, the amount of \$1,000 per calendar day until all Work is completed. If Contractor is delayed for any reason in the commencement or performance of the Work, to the extent of such delay will prevent the Contractor from completing the Work (or any portion thereof) by the Substantial Completion Date, Contractor's sole remedy for such delay shall be an extension of the Substantial Completion Date. All such extension requests shall be made according to the requirements and procedures set forth in this Agreement.

3. **Consideration.** The consideration, which the City shall pay to Contractor, shall not exceed \$12,300 (the "Contract Sum"). The Contract Sum shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work.

The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.

4. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

5. **Contract Documents.** The Contract Documents shall consist of this Agreement; all exhibits to this Agreement, which are incorporated herein by reference; any supplementary drawings, plans, and specifications; and other documents listed herein. In the event of a conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary drawings, plans, specifications
- d. Other documents listed in this Agreement

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings. All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

6. **Expense Reimbursement.** Contractor shall not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

7. **Approvals.** Contractor shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Work. The City's approval may be provided via electronic mail.

8. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Persons performing the Work and other persons who may be affected by the Work;
- b. The Work and materials and equipment to be incorporated therein; and
- c. Other property at the site or adjacent to the site, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities.

Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by any of them.

9. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work.

10. **Warranty.** Contractor represents and warrants that it has the requisite training, skills, and experience necessary to complete the Work, is appropriately licensed by all applicable agencies and governmental entities, and will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Contractor further represents and warrants to the City that the materials and equipment furnished under this Agreement are of good quality and new, unless this Agreement requires or permits otherwise. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Contractor's expense. Contractor's warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or its subcontractors, agents, or anyone hired or employed by any of them, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

11. **Guarantee.** Contractor guarantees and agrees to maintain the stability of the Work and materials furnished and installed under this contract for a period of one year after the Final Completion Date (the "Guarantee Period"). Contractor agrees to perform fully all other guarantees as set forth in the specifications. If any of the Work is found to be not in accordance with the requirements of the Contract during the Guarantee Period, Contractor shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Contractor fails to correct

nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor's expense.

The Guarantee Period shall be extended with respect to portions of Work first performed after the Final Completion Date by the period of time between final payment and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated by the City or amended pursuant to the Agreement. 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 Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

13. **Changes in the Work.** Changes in the Work may be accomplished after execution of the Contract by change order. The City, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and Substantial Completion Date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the City and Contractor, or by written Construction Change Directive signed by the City and the City's design consultant ("Designer"). Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

Adjustments in the Contract Sum and Substantial Completion Date resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the City and Designer, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. When the City

and Contractor agree on adjustments to the Contract Sum and Substantial Completion Date arising from a Construction Change Directive, the City and Designer will prepare a Change Order.

The Designer, in consultation with the City, will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Substantial Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Substantial Completion Date, the Contractor shall notify the Designer and shall not proceed to implement the change in the Work.

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

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

16. **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.

17. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and 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 or arising out of Contractor'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 by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

18. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;
- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$2,000,000 per accident, for bodily injury, death of any

person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;

- c. Commercial General Liability in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
  - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
  - ii. Personal and advertising injury;
  - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
  - iv. Bodily injury or property damage arising out of completed operations; and
  - v. Contractor's indemnity obligations under this Agreement.

To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Prior to commencement of the Work, Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Shorewood is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

19. **Compliance with State Withholding Tax.** Before final payment is made for the Work on this project, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes, section 290.92 requiring the withholding of State Income Tax for wages paid employees on this project by providing to the Physical Development Director a Certificate of Compliance from the Commissioner of Taxation. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

20. **Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

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

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

23. **Permits and Fees.** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

24. **Entire Agreement.** The Contract Documents shall constitute the entire agreement between the City and Contractor, and supersede any other written or oral agreements between the City and Contractor.

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

26. **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.

27. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided,

Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

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

29. **Agreement Not Exclusive.** The City retains the right to hire other professionals, contractors and service providers for this or other matters, in the City's sole discretion.

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

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

32. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Marc Nevinski or designee. Contractor's authorized agent for purposes of administration of this contract is \_\_\_\_\_, or designee who shall perform or supervise the performance of all Work.

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

CONTRACTOR  
Air Mechanical Inc.  
16411 Aberdeen St. NE

THE CITY  
City of Shorewood  
ATTN: Marc Nevinski

Ham Lake, MN 55304

5755 Country Club Rd  
City of Shorewood, MN  
[mnevinski@shorewoodmn.gov](mailto:mnevinski@shorewoodmn.gov)

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

34. **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.

35. **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.

36. **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.

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

38. **Counterparts and Electronic Communication.** 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.

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

PROJECT NO. \_\_\_\_\_  
Date

SCEC Fixture Replacement  
Shorewood, MN

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

\_\_\_\_\_ :

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF SHOREWOOD, MN:

By: \_\_\_\_\_

\_\_\_\_\_, Mayor

By: \_\_\_\_\_

Name, title

PROJECT NO. \_\_\_\_\_  
Date

SCEC Fixture Replacement  
Shorewood, MN

**EXHIBIT A**  
**PROJECT SUMMART & SCOPE OF WORK**

*Remove existing toilets, urinals, and faucets in the men's and women's restrooms at the Shorewood Community & Event Center. Replace with new power flush toilets, new toilet seats, new urinals with sensor flush valves, new sensor faucets, and associated plumbing.*



**Title/Subject:** Shorewood Community & Event Center Furnace Replacement  
**Meeting Date:** November 12, 2024  
**Prepared by:** Mitchell Czech, Parks & Recreation Manager  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Local Improvement Contract

**Background**

The Shorewood Community & Event Center has multiple furnace units that heat different sections of the building. With the recent cold weather, it was noticed that the unit that provides heat to the conference room, lobby area, and office space is not functioning properly. This unit is original to the building, and experts have recommended a replacement of the unit due to its age and need of a new control board.

Three quotes were received for the replacement of the furnace and are summarized below.

Quoter:	Total Quote:
Total HVAC Solutions	\$8,800
Zahler Heating & Air Conditioning Inc.	\$9,260
Gilbert Mechanical Contractors	\$11,204

Staff received 3 total quotes for the replacement of the furnace. Although Total HVAC had the lowest quote, their proposal included exclusions of removing an 8ft x 8ft area around the furnace in the ceiling and putting ceiling tracks and tile back up. Public Works will plan to remove the ceiling tracks and tile prior to installation and reinstall after the furnace installation.

**Financial Considerations**

The Shorewood Community & Event Center Capital Improvement Plan (CIP) allocates money each year toward mechanical systems, which is designed to cover expenses such as this. The 2024 CIP includes \$8,000 which will be utilized to cover a majority of the replacement expense. The remaining \$800 will be accounted for with excess funds from the SCEC restroom fixture replacement project.

**Action Requested**

A motion to approve the contract with Total HVAC for the Shorewood Community & Event Center Furnace Replacement in the amount of \$8,800.

**City of Shorewood**  
**Shorewood Community & Event Center Furnace Replacement**

Table of Contents

Contract

Exhibit A – Project Summary and Scope of Work

**CONTRACT FOR LOCAL IMPROVEMENT  
TYPE OF CONSTRUCTION PROJECT  
Shorewood Community & Event Center Restroom Furnace Replacement**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Effective Date”) by and between Total HVAC Solutions, a Minnesota company with its principal office at 6146 Olson Memorial Hwy, Golden Valley, MN 55422 (“Contractor”), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Rd, Shorewood, MN 55331 (the “City”):

**RECITALS**

- A. Contractor is engaged in the business of providing HVAC services.
- B. The City desires to hire Contractor to provide replacement of a furnace located in the ceiling of the Shorewood Community & Event Center conference room.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

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

**AGREEMENT**

1. **The Work.** Contractor shall perform the work more fully described in the attached **Exhibit A** (the “Work”). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. All Work shall be completed according to the specifications set forth in the attached **Exhibit A**. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor’s operations.
2. **Time for Completion & Liquidated Damages.** After contract execution and approval of submittals, Contractor shall provide the City with a product delivery schedule and agree to a substantial completion date (“Substantial Completion Date”). The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s Parks and Recreation Manager on or before the Substantial Completion Date. If Contractor fails to complete the Work by the Substantial Completion Date, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor’s expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the Substantial Completion Date. The Substantial Completion Date shall be used as the date that any liquid damages then apply to.

Contractor shall prosecute the Work continuously and effectively, with the least possible delay, to the end that the Work is completed before the Substantial Completion Date. The City is entitled to damages for failure of the Contractor to complete the Work before the Substantial Completion Date. In view of the difficulty in making a precise determination of actual damages incurred, the City will assess a daily charge not as a penalty but as liquidated damages to compensate the City for additional costs incurred. Failure to substantially complete the Work by the Substantial Completion Date shall result in the City charging Contractor, and withholding any monies due as liquidated damages, the amount of \$1,000 per calendar day until all Work is completed. If Contractor is delayed for any reason in the commencement or performance of the Work, to the extent of such delay will prevent the Contractor from completing the Work (or any portion thereof) by the Substantial Completion Date, Contractor's sole remedy for such delay shall be an extension of the Substantial Completion Date. All such extension requests shall be made according to the requirements and procedures set forth in this Agreement.

3. **Consideration.** The consideration, which the City shall pay to Contractor, shall not exceed \$8,800 (the "Contract Sum"). The Contract Sum shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work.

The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.

4. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

5. **Contract Documents.** The Contract Documents shall consist of this Agreement; all exhibits to this Agreement, which are incorporated herein by reference; any supplementary drawings, plans, and specifications; and other documents listed herein. In the event of a conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary drawings, plans, specifications
- d. Other documents listed in this Agreement

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings. All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

6. **Expense Reimbursement.** Contractor shall not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

7. **Approvals.** Contractor shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Work. The City's approval may be provided via electronic mail.

8. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Persons performing the Work and other persons who may be affected by the Work;
- b. The Work and materials and equipment to be incorporated therein; and
- c. Other property at the site or adjacent to the site, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities.

Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by any of them.

9. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work.

10. **Warranty.** Contractor represents and warrants that it has the requisite training, skills, and experience necessary to complete the Work, is appropriately licensed by all applicable agencies and governmental entities, and will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Contractor further represents and warrants to the City that the materials and equipment furnished under this Agreement are of good quality and new, unless this Agreement requires or permits otherwise. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Contractor's expense. Contractor's warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or its subcontractors, agents, or anyone hired or employed by any of them, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

11. **Guarantee.** Contractor guarantees and agrees to maintain the stability of the Work and materials furnished and installed under this contract for a period of one year after the Final Completion Date (the "Guarantee Period"). Contractor agrees to perform fully all other guarantees as set forth in the specifications. If any of the Work is found to be not in accordance with the requirements of the Contract during the Guarantee Period, Contractor shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Contractor fails to correct

nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor's expense.

The Guarantee Period shall be extended with respect to portions of Work first performed after the Final Completion Date by the period of time between final payment and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated by the City or amended pursuant to the Agreement. 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 Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

13. **Changes in the Work.** Changes in the Work may be accomplished after execution of the Contract by change order. The City, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and Substantial Completion Date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the City and Contractor, or by written Construction Change Directive signed by the City and the City's design consultant ("Designer"). Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

Adjustments in the Contract Sum and Substantial Completion Date resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the City and Designer, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. When the City

and Contractor agree on adjustments to the Contract Sum and Substantial Completion Date arising from a Construction Change Directive, the City and Designer will prepare a Change Order.

The Designer, in consultation with the City, will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Substantial Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Substantial Completion Date, the Contractor shall notify the Designer and shall not proceed to implement the change in the Work.

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

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

16. **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.

17. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and 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 or arising out of Contractor'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 by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

18. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;
- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$2,000,000 per accident, for bodily injury, death of any

person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;

- c. Commercial General Liability in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
  - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
  - ii. Personal and advertising injury;
  - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
  - iv. Bodily injury or property damage arising out of completed operations; and
  - v. Contractor's indemnity obligations under this Agreement.

To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Prior to commencement of the Work, Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Shorewood is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

19. **Compliance with State Withholding Tax.** Before final payment is made for the Work on this project, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes, section 290.92 requiring the withholding of State Income Tax for wages paid employees on this project by providing to the Physical Development Director a Certificate of Compliance from the Commissioner of Taxation. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

20. **Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

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

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

23. **Permits and Fees.** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

24. **Entire Agreement.** The Contract Documents shall constitute the entire agreement between the City and Contractor, and supersede any other written or oral agreements between the City and Contractor.

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

26. **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.

27. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided,

Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

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

29. **Agreement Not Exclusive.** The City retains the right to hire other professionals, contractors and service providers for this or other matters, in the City's sole discretion.

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

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

32. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Marc Nevinski or designee. Contractor's authorized agent for purposes of administration of this contract is Project Coordinator, Philip Clay, or designee who shall perform or supervise the performance of all Work.

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

CONTRACTOR  
Total HVAC Solutions  
6146 Olson Memorial Hwy

THE CITY  
City of Shorewood  
ATTN: Marc Nevinski

PROJECT NO. \_\_\_\_\_  
Date

SCEC Furnace Replacement  
Shorewood, MN

Golden Valley, MN 55422  
763-537-3315  
[pclay@totalhvacmn.com](mailto:pclay@totalhvacmn.com)

5755 Country Club Rd  
City of Shorewood, MN  
[mnevinski@shorewoodmn.gov](mailto:mnevinski@shorewoodmn.gov)

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

34. **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.

35. **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.

36. **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.

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

38. **Counterparts and Electronic Communication.** 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.

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

PROJECT NO. \_\_\_\_\_  
Date

SCEC Furnace Replacement  
Shorewood, MN

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

\_\_\_\_\_ :

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CITY OF SHOREWOOD, MN:

By: \_\_\_\_\_

\_\_\_\_\_, Mayor

By: \_\_\_\_\_

Name, title

PROJECT NO. \_\_\_\_\_  
Date

SCEC Furnace Replacement  
Shorewood, MN

**EXHIBIT A**  
**PROJECT SUMMART & SCOPE OF WORK**

*Remove and dispose of old furnace located in the conference room and install new Goodman furnace, thermostat, and reconnect return, supply, gas, and electric.*

Total HVAC Solutions LLC  
6146 Olson Memorial Hwy  
Golden Valley, MN 55422  
763-537-3315  
jfleitman@totalhvacmn.com  
www.totalhvacmn.com



# Estimate

**ADDRESS**

Shorewood  
5735 Counrty Club rd  
Shorewood, Mn 55126 us

**SHIP TO**

Shorewood  
5735 Counrty Club rd  
Shorewood, Mn 55126 us

**ESTIMATE #** 1256

**DATE** 11/06/2024

**EXPIRATION DATE** 11/27/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>Commercial Changeout</b>	Parks and rec Shorewood 5735 Country Club Road Shorewood Mn 55126  Remove and dispose of old furnace above grid ceiling Install new Goodman furnace Reconnect Return, supply, gas and electric  Exclusions removing an 8ft x8ft aera around the furnace in the ceiling putting ceiling tracks and tile back up.	1	8,800.00	8,800.00

Thank you for the opportunity and consideration!

Please reach out with any questions.

SUBTOTAL	8,800.00
TAX	0.00
<b>TOTAL</b>	<b>\$8,800.00</b>

Accepted By

Accepted Date



## City Council Meeting Item

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**Title/Subject:** Variance to allow a shed within the setback from the OHWL  
**Meeting Date:** November 12, 2024  
**Prepared by:** Marie Darling, Planning Director  
**Attachments:** Applicant's supplemental materials submitted November 4, 2024  
Planning Commission Report from September 17, 2024 and Minutes  
Correspondence Received  
Resolution

Item 6A
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### Background

**Location:** 5840 Ridge Road  
**Applicant:** Jeffrey and Maggi Seybold  
**Review Deadline:** November 30, 2024

See attached planning memorandum for detailed background on this request. At their September 17, 2024 meeting, the Planning Commission recommended denial of the request, subject to the conditions in the attached resolution, with a vote of three in favor of the motion and one opposed. The commissioner voting in opposition to the motion indicated that they believe the variance conditions were met, especially the steep topography of the neighborhood (bluff) and the uniqueness of the neighborhood.

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. Four people from the public requested to speak and spoke in favor of the variance. The minutes of the meeting are included in the packet.

After the Planning Commission meeting, staff received one letter from a neighbor and the applicant submitted a letter signed by multiple residents supporting their request, code language from other cities that allow accessory buildings close to the shore, and a color map of the topography in the area. (all items are attached)

As the review by the City Council meeting was adjusted to accommodate the applicants' travel schedule and at staff request, another notice of the City Council's review of the request was mailed to all residents within 500 feet of the property.

### Financial or Budget Considerations

The application fees and escrows are adequate to cover the cost of processing the request.

### Action Requested

Move to adopt the attached resolution denying a variance to allow a shed to be placed at 12.9 feet from the OHWL where 75 feet is required for property located at 5840 Ridge Road, as recommended by the Planning Commission.

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

## Marie Darling

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**From:** Jeffrey Seybold <jdseybold@gmail.com>  
**Sent:** Monday, November 4, 2024 9:41 PM  
**To:** Marie Darling  
**Subject:** additional supporting documents for 5840 Ridge Road  
**Attachments:** Neighbor Petition Letter.pdf; City of Excelsior Code Water Accessory Structures.docx; City of Mound Code Water Accessory Structures.pdf; Victoria City Code 22-7 Waterfront Accessory Structures.pdf; Chanhassen Accessory Structure Allowances.pdf; Shorewood Topographical Map.png

Marie,

I have attached a number of additional supporting documents for our variance request, for the City Council to review next week at the meeting. Please let me know if any of these documents do not transfer correctly. If needed, I can also drop off paper copies at the City Hall this week, just let me know. Thank you.

Jeff Seybold

Mayor of Shorewood and City Council Members:

As neighbors of Dr. and Mrs. Seybold at 5840 Ridge Road in Shorewood, Minnesota, and as residents living along Christmas Lake, we all support the Seybold's request for a variance regarding a water-based accessory structure on their lakefront. Many of us spoke at the Planning Commission meeting in September, and reference the minutes from this meeting regarding our rationale for this support.

To summarize, Ridge Road presents a unique landscape in the City of Shorewood, and even more specifically along Christmas Lake. Many of the properties include a bluff, and it would be impractical and dangerous to expect homeowners to transport and store all of their water-related accessories away from the lakefront, up the bluff, adjacent to their homes, transporting them back-and-forth every summer and winter. Indeed, nearly every property along the Ridge already has a water-based accessory structure along the lakefront. The Minnesota DNR even acknowledges that property owners on a lakefront should be allowed a water-based accessory structure. None of us have any concerns about the presence of the structure on the Seybold's property, and the structure frankly enhances the lakefront and benefits all of us along the lake, providing a safe and aesthetic storage area for the Seybold's. We have no reason to believe there is a detrimental effect of the structure to anyone living on the lake, or any of the citizens of the City of Shorewood.

Part of the allure of living in Shorewood is the proximity to the lakes and natural beauty of the topography of this area. The City of Shorewood should embrace these qualities, but instead has an archaic city code which does not allow for reasonable use of the lakefront with an allowance for water-based accessory structures – contrary to multiple municipalities which neighbor the city, including Chanhassen, which shares part of the lakefront of Christmas Lake.

We lend our full support to the Seybold's variance request. We all hope the City of Shorewood recognizes this deficiency in the city code and takes this opportunity to align itself with its citizens and reasonable expectations for lakefront use by approving this variance request.

Sincerely,

Residents of Christmas Lake and Ridge Road

Sally & Bob Wallace  
5610 Covington Road  
Shorewood, MN 55331

Chris & Sarah Meyer  
5770 Ridge Rd  
Shorewood, MN  
11/3/24

Brian & Heidi Carpenter  
5875 Ridge Road  
Shorewood, MN 55331

Charlie & Katie Engert  
20725 Paulsson Rd  
Shorewood MN 55331

11/3/24

Rita & Kelly Lampe  
21360 Christmas Ln ~~55331~~  
Shorewood, MN 55331

*Rita Lampe* *Kelly Lampe*

Bill and Maureen Utz  
5890 Ridge Road  
Shorewood, MN 55331  
(approved in absentia)

Red & Carol Smith  
5860 Ridge Road  
Shorewood MN 55331  
(approved in absentia)

## City of Excelsior Code

### Appendix E – Zoning; Article 2; Sec. 2-2: Definitions

(Ord. No. 441, § 1, 7-20-2009)

Water-oriented accessory structure *or facility*. A small, above-ground building or other improvement, except stairways, fences, docks, and retaining walls, which because of the relationship of its use to a surfacewater feature, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include boathouses, gazebos, screen houses, fish houses, pump houses, and detached docks.

### Article 17 – General Yard, Lot Area, and Building Regulations; Sec. 17-6: Yards

(2) *Ordinary high water level setbacks*. The complete shoreland provisions are found as article 60 of this Appendix E.

a. No principal structure or building addition other than an existing water oriented accessory structure as specified above shall be located closer to the ordinary high water level than the greater of:

1. Fifty feet, or
2. Five feet on either side of a line which is drawn between the two closest riparian principal structures on either side of a proposed building site.

ZONING

- b. *Nonlakeshore lots.* All single-family detached lots in the R-1A and R-2 districts shall be at least 40 feet in width. All two-family and twin home lots in the R-2 district shall be at least 80 feet in width.

(b) *Redevelopment of existing lot of record.* This subsection shall not be construed to allow the creation of a new, nonconforming buildable lot or a nonconforming lot from a previously conforming lot.

- (1) Existing, developed lots of record which are in separate ownership from abutting lands can be redeveloped as long as the requirements of section 129-35, pertaining to nonconforming uses are met.
- (2) If, in a group of two or more contiguous lots under the same ownership, any existing vacant lot or existing developed lot:
  - a. Is smaller than 6,000 square feet and such lot is proposed to be sold, or is proposed to be developed for a single-family detached home; or
  - b. Is smaller than 14,000 square feet and such lot is proposed to be developed for a two-family or twin home (either before or after sale), then the lot must be combined with the one or more contiguous lots under the same ownership so that each lot has a minimum lot area:
    - 1. Equal to 6,000 square feet, if subsection (b)(2)a of this section is applicable; or
    - 2. Equal to 14,000 square feet, if subsection (b)(2)b of this section is applicable.

(c) *Additional special provisions.* Subdivisions with dwelling unit densities exceeding those in sections 129-100(b), 129-101(b), 129-102(b) and (c), and 129-103(c) can only be allowed if designed and approved as planned development areas (PDA) under section 129-387. Only land above the ordinary high-water level of public waters can be used to meet lot area standards. Lots of record must meet lot width standards at the building setback line. Lots created after January 1993 must meet lot width standards at both the building setback line and at the ordinary high-water level.

(d) *Placement, design, and height of structures.*

- (1) *Placement of structures on lots.* When more than one setback applies to a parcel, structures and facilities must be located to meet all setbacks. Structures shall be located as follows:

- a. *Structure setbacks from ordinary high-water level.* Water-oriented accessory structures designed in accordance with subsection (d)(2)b of this section may be set back a minimum of ten feet from the ordinary high-water level.

<i>Lake Classification</i>	<i>Required Setback*</i>
Natural environment	50 feet
Recreational development	50 feet
General development	50 feet

\*Retaining walls, fences and docks are allowed subject to other governing provisions within the required 50-foot setback area.

- b. *Additional structure setbacks.* The following additional structure setbacks apply, regardless of the classification of the water body:

<i>Setback From</i>	<i>Setback</i>
Unplatted cemetery	50 feet
Right-of-way line of federal, state or county highway or local street	20 feet
Top of bluff	

## ZONING

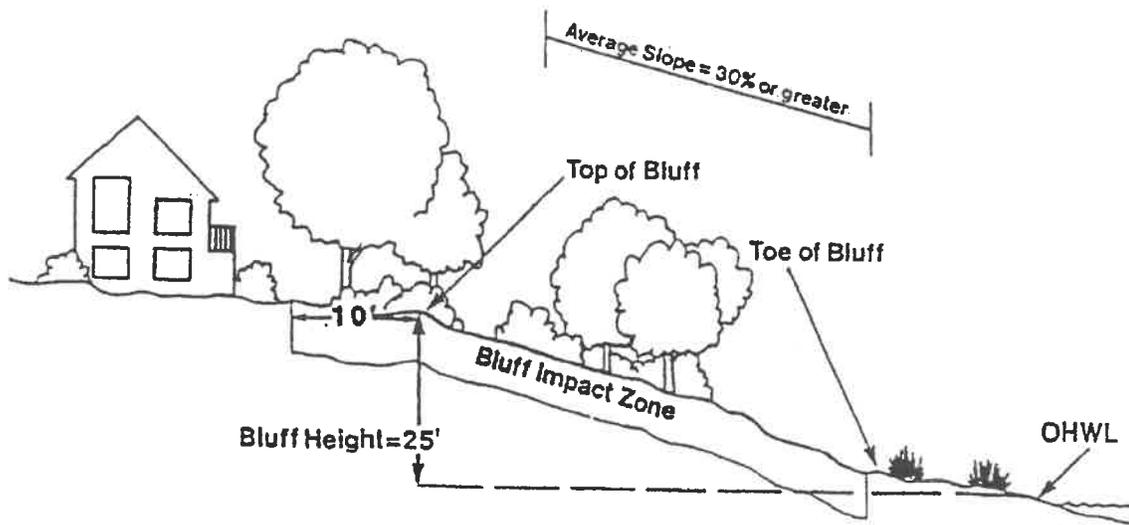
Existing lots of record or lots created through:

Minor subdivisions (three lots or less) consistent with section 121-35(1) 10 feet

Major subdivisions consistent with section 121-35(2) 30 feet

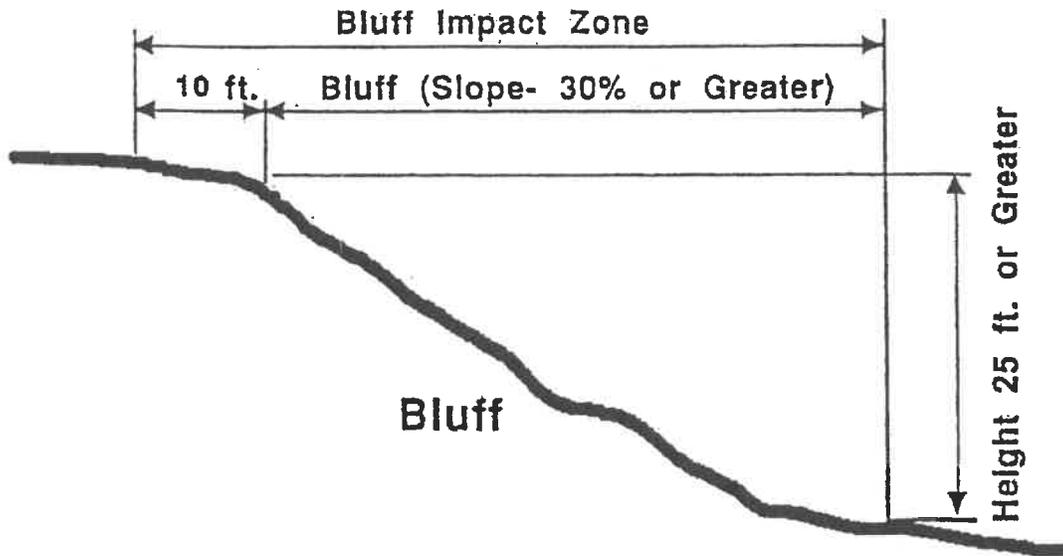
- c. *Bluff impact zones.* Stairways and landings shall be allowed within bluff impact zones. Other structures and accessory facilities shall be required to observe a ten-foot setback from the top of the bluff.

# Setback From the Top of Bluffs



# Bluff Impact Zone

Means the bluff and the land located within 10 feet from the top of the bluff.



(2) *Design criteria for structures.*

- a. *High-water elevations.* Structures must be placed in accordance with floodplain regulations applicable to the site.
- b. *Water-oriented accessory structures.* Each lot may have one water-oriented accessory structure on a private lakeshore not meeting the normal structure setback in subsection (d)(1)a of this section if the water-oriented accessory structure complies with the following provisions:
  1. An at-grade deck is allowed providing that it does not occupy an area greater than 250 square feet and must not exceed 30 inches above grade at any point.
  2. A lockbox is allowed providing that it does not have a total floor area exceeding 20 square feet and does not exceed four feet in height. Where possible, lockboxes shall be positioned such that the narrowest side of the structure is parallel to the ordinary high-water line.
  3. The setback of water-oriented accessory structures from the ordinary high-water level must be at least ten feet.
  4. Water-oriented accessory structures must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions.
- c. *Stairways, lifts, and landings.* Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and

## **Sec 22-7 Performance Standards For Public And Private Facilities**

A. Placement and Design of Roads, Driveways, and Parking Areas. Public and private roads and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening as viewed from public waters and comply with the following standards:

1. Roads, driveways, and parking areas must meet structure setbacks and must not be placed within bluff and shore impact zones, when other reasonable and feasible placement alternatives exist. If no alternatives exist, they may be placed within these areas, and must be designed to minimize adverse impacts;
2. Watercraft access ramps, approach roads, and access-related parking areas may be placed within shore impact zones provided the vegetative screening and erosion control conditions of this subpart are met;
3. Private facilities must comply with the grading and filling provisions of Sec. 22-8-C of this ordinance; and
4. For public roads, driveways and parking areas, documentation must be provided by a qualified individual that they are designed and constructed to minimize and control erosion to public waters consistent with the field office technical guides of the local soil and water conservation district, or other applicable technical materials.

B. Stairways, Lifts, and Landings. Stairways and lifts are the preferred alternative to major topographic alterations for achieving access up and down bluffs and steep slopes to shore areas. Stairways, lifts, and landings must meet the following design requirements:

1. Stairways and lifts must not exceed four feet in width on residential lots. Wider stairways may be used for commercial properties, public recreational uses, and planned unit developments;
2. Landings for stairways and lifts on residential lots must not exceed 32 square feet in area. Landings larger than 32 square feet may be used for commercial properties, public-space recreational uses, and planned unit developments;
3. Canopies or roofs are not allowed on stairways, lifts, or landings;
4. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings, or placed into the ground, provided they are designed and built in a manner that ensures control of soil erosion;
5. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of lots, as viewed from the surface of the public water assuming summer, leaf-on conditions, whenever practical; and
6. Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also allowed for achieving access to shore areas, if they are consistent with the dimensional and performance standards of sub items 1 to 5 and the requirements of Minnesota Rules, Chapter 1341.

C. Water-oriented Accessory Structures. Each residential lot may have one water-oriented accessory structure if it complies with the following provisions:

1. The structure or facility must not exceed ten feet in height, exclusive of safety rails, and cannot occupy an area greater than 250 square feet. The structure or facility may include

# Process for Building Accessory Structures

Review city code for requirements for location and construction of the proposed structure. Contact the Carver County Recorder's Office at 952-361-1500 to determine if your neighborhood's restrictive covenants prohibit detached garages or sheds.

Complete a permit application form and include two (2) copies of a site plan with your building permit application showing the exact location of the proposed structure, including setbacks. Additional information on structure size hard cover calculation and materials is also required.

Once your application is approved by the Planning, Engineering and Inspections Departments, the City will contact you. After permit issuance, you may begin construction and/or installation. Minnesota State law requires that utility lines be located prior to construction. For more information about locating utilities, call Gopher State One at 651-454-0002.

If the proposed structure location is within a drainage and utility easement, an encroachment agreement may be required. Call the Engineering Dept. at 952-227-1163. In most instances, structures may not be placed in the drainage and utility easement.



**Chanhassen's City Code can  
be found on the city's website at  
[www.ci.chanhassen.mn.us/citycode](http://www.ci.chanhassen.mn.us/citycode)**



**For more information  
please contact:**

## PLANNING

**phone 952.227.1132**  
(Setbacks)

## BUILDING INSPECTIONS

**phone 952.227.1180**  
(Building code & permit applications)

## ENGINEERING

**phone 952.227.1163**  
(Encroachment Agreement)



**City of Chanhassen**

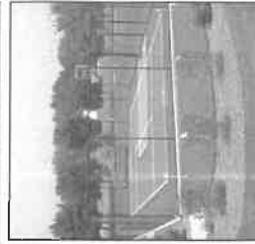
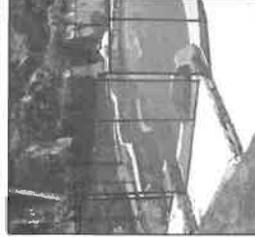
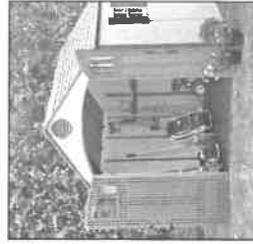
7700 Market Boulevard, P.O. Box 147  
Chanhassen, Minnesota 55317  
952.227.1100 [www.ci.chanhassen.mn.us](http://www.ci.chanhassen.mn.us)



**A Resident's Guide:**

# ACCESSORY STRUCTURES

**Including: Detached Garages, Storage Sheds,  
Swimming Pools and Tennis Courts**



# Non-Riparian Lots

The Chanhassen Zoning Ordinance regulates the placement of accessory structures, such as detached garages, storage sheds, swimming pools, and tennis courts on residential property.

## Detached Garages and Storage Sheds

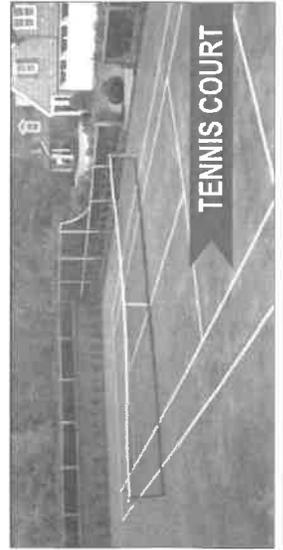
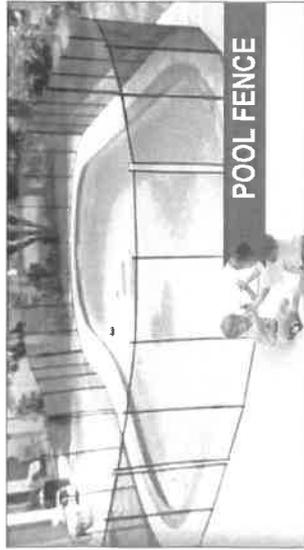
All detached garages or storage sheds must maintain a 10-foot side yard setback. In all low density districts, an accessory structure may not occupy more than 30% of the rear yard. Structures may not exceed 1,000 square feet. Additionally, the rear yard setback is based upon the structure size:

Structure Size	Setback
1 to 140 sq. ft.	5 feet
141 to 399 sq. ft.	10 feet
400 sq. ft. or more	30 feet

May not encroach into easements.

## Swimming Pools and Tennis Courts

A swimming pool or tennis court must be located in the rear yard, maintain minimum 10-foot side and rear setbacks, and not occupy more than 30 percent of the rear yard. Swimming pools must be protected by a fence.



# Riparian Lots

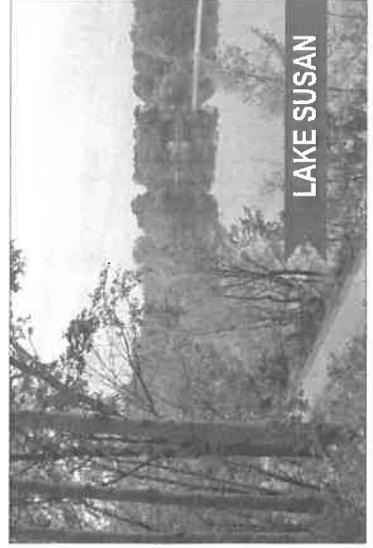
Most accessory structures must maintain the minimum lakeshore setback. Minimum lakeshore setbacks are determined by State of Minnesota Lake Classifications.

However, water-oriented structures (e.g. boathouses, gazebos, screen houses, fish houses, etc.) must maintain the minimum 10-foot setback from the ordinary high water mark. Water-oriented structures are permitted to be a maximum of 250 sq. ft., 10 ft. in height, and must not occupy more than 30% of the rear yard.



## Minnesota Lake Types

The State of Minnesota classifies area lakes into three types: **Recreational Development, Natural Environment, and General Development Lakes**. Classifications are based on the natural features of the lake and how the lake is being used. These classifications provide setback standards for structures that are being built along the lakeshore.



# Minnesota Lake Categories

Chanhassen lakes fall into two categories: Recreation Development Lakes and Natural Environment Lakes.

## Natural Environment Lakes:

- Are usually less than 150 total acres and less than 60 acres per mile of shoreline
- Have less than 3 dwellings per mile of shoreline
- Are less than 15 feet deep
- May have shallow, swampy shoreline and some winter fishkill

*Harrison Lake, Rice Marsh Lake and Lake St. Joe are considered Natural Environment Lakes.*



## Recreational Development Lakes:

- Usually have between 60 and 225 acres of water per mile of shoreline
- Have between 3 & 25 dwellings per mile of shoreline
- Are more than 15 feet deep

*Lake Ann, Christmas Lake, Lotus Lake, Lake Lucy, Lake Minnewashta, Lake Riley and Lake Susan are considered Recreational Development Lakes.*

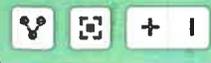
**Structure Setback Standards**

## Structure Setback Standards:

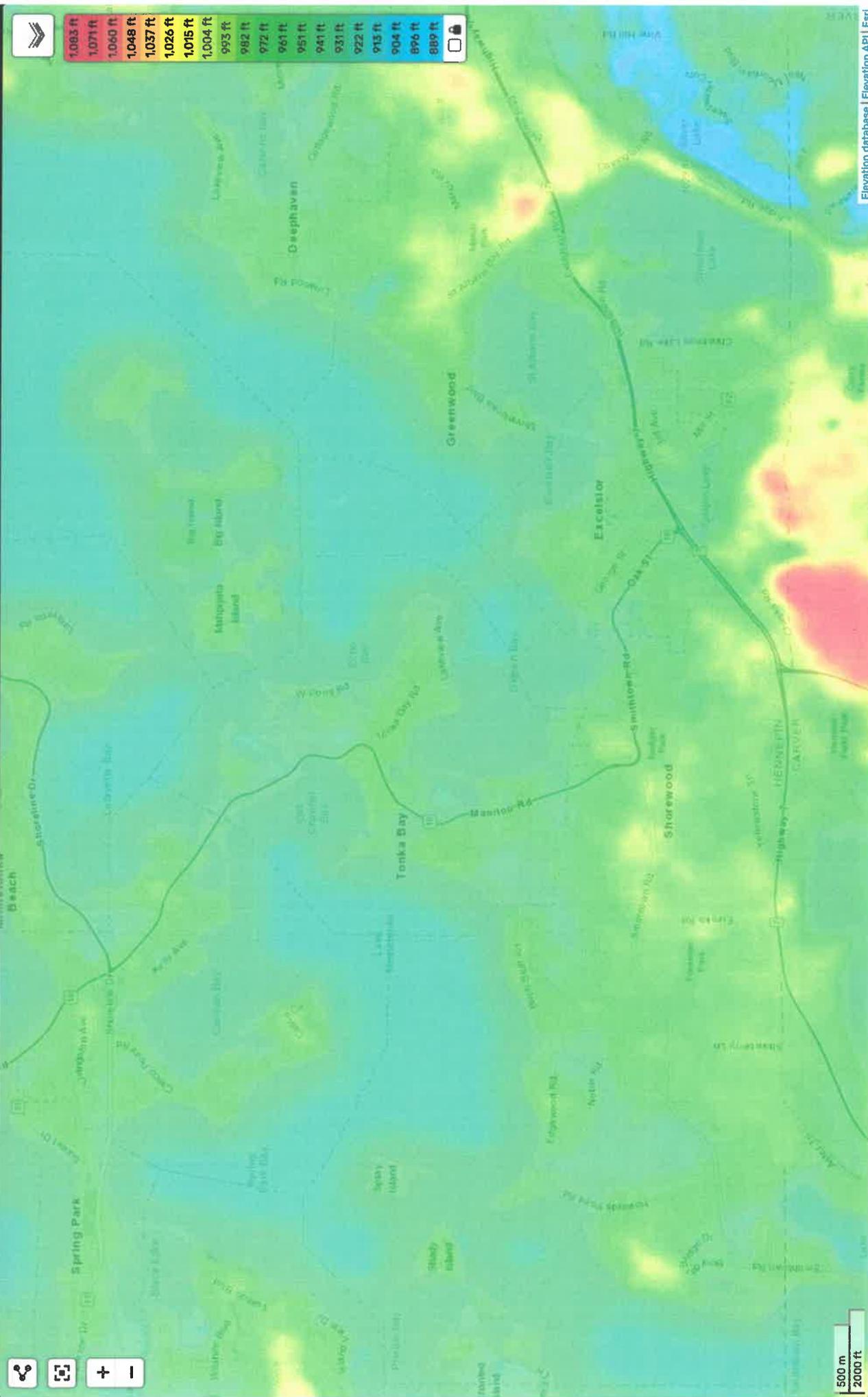
	Natural Environment Lake	Recreational Development Lake
Unsewered	150 feet	100 feet
Sewered	150 feet	75 feet
Septic Systems	150 feet	75 feet



- 1,083 ft
- 1,071 ft
- 1,060 ft
- 1,048 ft
- 1,037 ft
- 1,026 ft
- 1,015 ft
- 1,004 ft
- 993 ft
- 982 ft
- 972 ft
- 961 ft
- 951 ft
- 941 ft
- 931 ft
- 922 ft
- 913 ft
- 904 ft
- 896 ft
- 889 ft



500 m  
2000 ft





# Planning Commission Meeting Item

Item  
5A

**Title/Subject:** Variance to allow a shed within the setback from the OHWL  
**Meeting Date:** September 17, 2024  
**Prepared by:** Marie Darling, Planning Director  
**Attachments:** Location map  
 Applicant’s narrative and plans

**APPLICANT:** Jeffrey and Maggi Seybold  
**LOCATION:** 5840 Ridge Road  
**REVIEW DEADLINE:** October 26, 2024

**COMPREHENSIVE PLAN:** Minimum Density Residential  
**ZONING:** R-1A/S Single-Family

### REQUEST

The applicants request an after the fact variance to keep a shed that was installed near the shoreline without a permit. The shed is located 12.9 feet from the ordinary high water level (OHWL) of Christmas Lake (932.77) where 75 feet is required.

The shed is 10 by 16 feet which requires a zoning permit. The setback applies to all properties within a shoreland district.



The applicants have a legally nonconforming patio along the shore.

The city received concerns regarding the installation from multiple complainants.

### 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 front of the property along the private road.

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 created prior to modern record keeping. The home was constructed in 2001.

The property is within the shoreland district for both Christmas and Silver Lakes and contains lakeshore. A bluff lies between the home and the lake. The property has at least 106 feet of elevation change from the lowest point of the property (by the lake) and the highest point shown on the survey (by the house). The property contains mature trees but is not subject to the tree preservation policy.

The adjacent properties are all developed with single-family homes and zoned R-1A\S.

Applicable Code Sections:

Section 1201.26 Subd. 5 (shoreland regulations) requires a setback of 75 feet from the OHWL of Christmas Lake.

Impervious Surface Coverage:

	Required	Existing	Proposed
<b>Impervious Surface Coverage</b>	25 % (max.)	11.7 %	14.3 %

**APPLICANT’S PROPOSAL**

The applicants’ narrative is attached and indicates they propose the variances to add additional lakefront storage for their personal items.



**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. Staff notes that one of the policies in the plan is to encourage uniform land use regulations and enforcement.

The intent of the Zoning Ordinance is to prohibit new structures along the shoreline and gradually reduce the number of nonconforming shoreline accessory buildings until they are brought into conformance.

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

- a. *Reasonable:* While sheds and storage buildings are reasonable residential uses when installed in conformance with the ordinance.
- b. *Unique Situation vs. Self-Created:* The setback variance is not due to a unique situation that affects only this property owner. Every lakefront owner in Shorewood would like to maximize the structures, patios, pools, beaches, decks, and fire pits they can have by the shore. However, the limits were placed to encourage natural views from the lake and protect the lakeshore from encroachment. The practical difficulties they describe are not unique to their property. They are the same for every homeowner that lives on the lake and didn't have a structure built before 1987. The applicants have stated that they need more convenient storage that can't be provided in their garage or the existing nonconforming accessory building on the street side of their property. However, they haven't pointed out how this is a unique circumstance that is different for other property owners along Ridge Road or along any bluff. No property owner would be able to build a new shed next to the lake in the location they did.

The topography of the bluff along Christmas Lake is comparable to bluffs along Lake Minnetonka, Como Lake and other lakes.

- c. *Essential Character:* Many of the homes along Ridge Road had small pump houses or boathouses that were constructed prior to 1987, but the regulations were adopted specifically to prohibit new structures and eliminate existing ones, like the one that was previously removed from this property as discussed by the applicant.

*Economic Considerations:* The applicants have not proposed the variance solely based on economic considerations, but to increase their use of the lakeshore.

*Impact on Area/Public Welfare, Other Lands or Improvements:* While the shed itself may not block solar access, cause an increased risk of fire or be immediately injurious to other lands or improvements in the neighborhood, it could cause long-term injury to the wider community because the regulations are not being uniformly enforced and are allowing special exceptions for this applicant without showing that they have any specific unique circumstances.

*Minimum to Alleviate Practical Difficulty:* Staff find that the applicant has not provided a practical difficulty and consequently no variance is necessary.

## **FINDINGS/RECOMMENDATION**

Staff finds the proposed variance request fails to meet the variance criteria and recommends denial of the application. Staff acknowledge that the variance criteria are open to interpretation. However, staff note that approving variances without practical difficulty, especially lacking a unique circumstance, is open to challenge if another application is denied with a similar lack of circumstances.

Aerial photos and maps are courtesy of Hennepin County. The photo was taken by the applicant.

# 5840 Ridge Road Location Map



June 25, 2024

Jeffrey and Maggi Seybold  
5840 Ridge Road  
Shorewood, MN 55331

Marie Darling  
Planning Director  
City of Shorewood  
5755 Country Club Road  
Shorewood, MN 55331

Ms. Darling:

Please accept this letter as a formal request for a variance for placement of an accessory structure on our property at 5840 Ridge Road, Shorewood, Minnesota.

We have purchased a Tuff Shed that we would like to have placed by our lakefront for ease of access to water-related and winter equipment, and reasonable recreational use of our lakefront. The shed measures 10' x 16' (total 160 sq. ft.) and is 12'3" tall (total 12'8" height from grade). There is no plan for sewer or water hook-up. The shed is pre-constructed, using siding and other materials that appropriately match the general character and theme of the residence on the property.

The shed has been built at a size that can accommodate all necessary water-related and lakefront recreation equipment, both for storage and to keep the waterfront clean and aesthetic in appearance throughout the summer season, as well as for safe storage during the winter months.

We have completed a large-scale remodeling project on our home, and replaced an old funicular on the property, both with City of Shorewood approval, following the appropriate recommendations provided by our contractor and/or manufacturer. We were under the impression, from the shed manufacturer's understanding of state and local building codes, that a structure of this size and resting on the ground without a permanent foundation would not require a building permit or fall under the jurisdiction of setback requirements. We were mistaken in following this guidance, and appreciate the opportunity to work with the City of Shorewood to ensure we can meet the necessary steps to have this structure appropriately and reasonably placed, in similar fashion to the other sheds and waterfront structures that span across multiple properties on Christmas Lake.

I attest that this accessory structure conforms with the provided variance standards as set forth in Section 1201.05 of the Shorewood Zoning Regulations.

This variance, and its resulting construction and use, are consistent with the intent of the comprehensive plan and in harmony with the general purposes and intent of the zoning regulations. Given the unique topography of our lot on the east ridge along Christmas Lake, there is no option to place any accessory structure for water-related and winter accessory storage near the lakefront and outside of the 75 foot setback as called for by the city zoning code. All of the properties along the ridge have had to accommodate for the topographical challenges created by the ridge and essentially a terminal moraine lake, and indeed nearly every property along the ridge has some form of accessory structure along the lakefront, all within 75 feet of the lakefront and bluff line. I would note that the DNR even acknowledges the reasonable need for property owners to be able to have a water-accessory storage structure near the waterfront, even if the structure would be otherwise non-conforming. We have selected a size of shed that falls below the 200 sq. ft. cutoff for requiring a building permit, and meets the need for our storage for year-long use. We have also selected a location on our property that does not require significant modification of the landscape, preserving the trees and avoiding any erosion concerns. The shed would sit behind a row of trees that currently frame the lakeshore, and is hardly visible from the lake itself, maintaining a pleasing aesthetic to the lakefront. I would also note that there had been an accessory structure previously on the property directly on the lakefront, though this had been taken down at some point and the previous owners of the property had not been very active on the lakefront. The size and proposed location of the accessory structure would not infringe upon the general protections and intent of the current zoning regulations which aim to protect the lakeshores of Shorewood, and in fact would help preserve the lakefront on our property, both environmentally and aesthetically, by providing a secure location to store and protect our accessories as opposed to being strewn about along the shore.

There are practical difficulties in building an accessory structure for the purposes outlined above, and complying with the zoning regulations of the City of Shorewood. We anticipate use of the shed for water and winter accessory storage, and the practicality of hauling all of our lakefront accessories up and down our bluff every season is difficult to justify, not only from a personal injury and family safety standpoint, but for preservation of our accessories. The current zoning regulations simply would not permit any sort of accessory structure to be built on our property for water accessory storage due to the waterfront setback limit and the topography of our lot. This is a unique circumstance to our property, and not created by us. The variance, if approved, would maintain the essential character of the lakefront on our property. The shed as constructed is made of materials and style that matches the current house and blends well with the surrounding landscape. The shed is of a size that accommodates our storage needs, and is very similar with the other accessory structures that are currently on the lake. I would note that all of our neighbors along the ridge have similar structures to our proposed shed, and our shed would not clash in any way to the current character of the lakefront along the ridge or throughout Christmas Lake.

This variance request is not dependent exclusively on financial considerations, particularly given the physical limitations to constructing an accessory structure for storage within the normal zoning guidelines as outlined above.

Due to the proposed location of the shed, there is no concern the variance would affect the supply of light or air to the adjacent properties whatsoever. The shed is not near a public thoroughfare and does not increase the danger of fire or place any public safety at risk.

Similarly, the variance and associated structure would not affect the public welfare in any way, due to its location on the property; the shed would not affect the other land or improvements in the neighborhood or adjacent properties.

As noted above, we designed the size of the shed to meet our needs for storage for our water and winter-related accessories, but maintain a relatively small footprint that would not alter the character of the landscape or create any significant drainage or erosion issues. We believe the variance requested would provide the minimum variance necessary to adequately address the practical difficulties of constructing a safe, aesthetic, and environmentally agreeable structure near our lakefront, while preserving the spirit of the general purposes and intent of the zoning plan. This accessory structure will enable our reasonable use of the lakefront, allowing for safer storage of water and lakefront accessories, particularly given the safety and physical limitations of hauling equipment up and down the ridge. The topography of Christmas Lake and Ridge Road present a unique circumstance when compared to much of the lakefront property around the city and region, and as the city codes cannot possibly accommodate for every unique geographical scenario, the proposed variance takes into account this unique landscape while maintaining the spirit of the city codes.

We have received very positive feedback thus far from our neighbors and other residents on the lake regarding the shed improving the aesthetics of the lakefront and meeting the spirit of the zoning regulations, and they are eager to provide their support in this matter.

Thank you very much for your consideration of this variance. Please let us know if any additional questions or concerns arise.

Sincerely,  
Jeffrey and Maggi Seybold

## 5840 Ridge Road Accessory Structure Variance Application – Supplemental Photos

Surveying the lakefront properties along the ridge (approximately 30 in total based upon county property records), all but two of the properties have a supplemental structure or shed along the lakefront, illustrating the unique topography of the ridge and necessity for non-conforming structures to allow for safe, aesthetic, and environmentally responsible use of the lakefront.

current lakefront, looking toward the shed (well covered behind the trees)







overhead view of the lakefront





addresses along the county border of the ridge







~6140 Ridge Road



~6090 Ridge Road



6060 Ridge Road



6030 Ridge Road



6010 Ridge Road



5950 Ridge Road



5920 Ridge Road



5890 Ridge Road



5860 Ridge Road



5820 Ridge Road



5810 Ridge Road



5770 Ridge Road



5730 Ridge Road





5710 Ridge Road





5840 Ridge Road, Shorewood, MN Accessory Structure Elevations and Concept Floor Plan

Tuff Shed 10'x16' Premier Pro Tall Ranch Shed

12'3" tall from the base of the steel frame to the peak of the roof.

The grade is an additional 18" from the lowest point (northwest corner).

Height from grade = 12'8" as measured from the grade to the average height of the roof at the mid-point between the eaves and the top of the roof.

The concept floor plan is a simple rectangle, as noted in the formal order form attached.

The floor plan is a basic 10'x16' rectangle with a single door opening to the front (north) elevation of the shed as noted in the pictures.

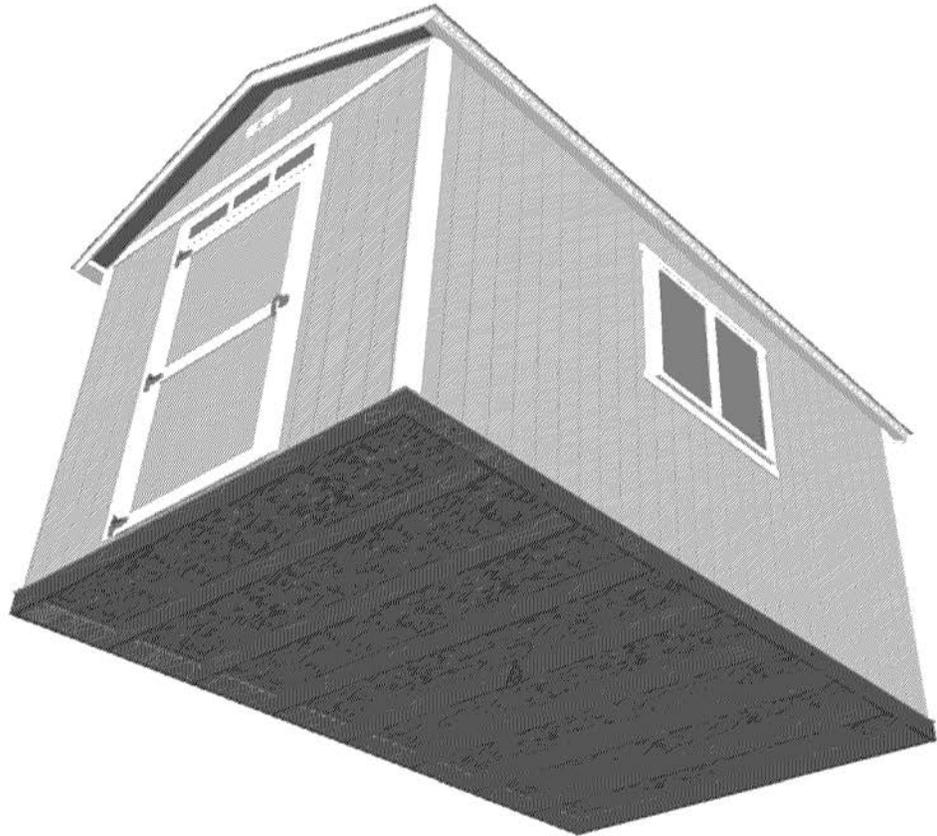


**TUFF SHED**



Buy More Save More + Special Financing

Premier Pro Tall Ranch - 10' wide by 16' long



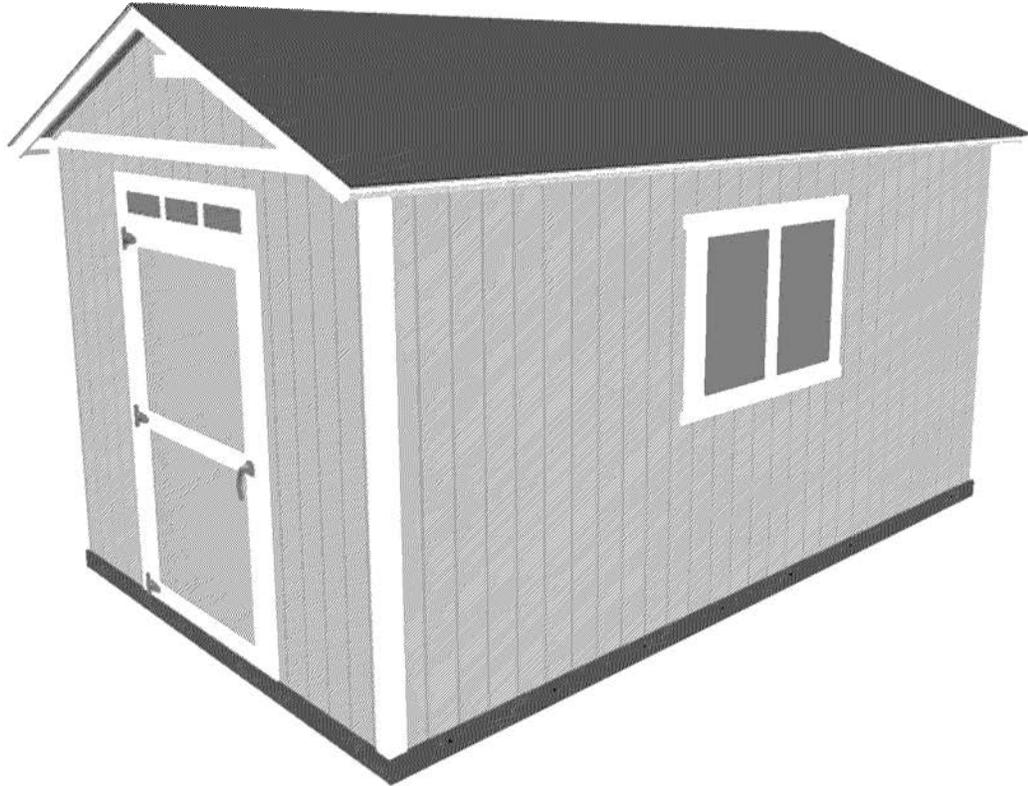


**Special OFFERS**

Buy More Save More + Special Financing

\$4,571.0

Premier Pro Tall Ranch - 10' wide by 16' long



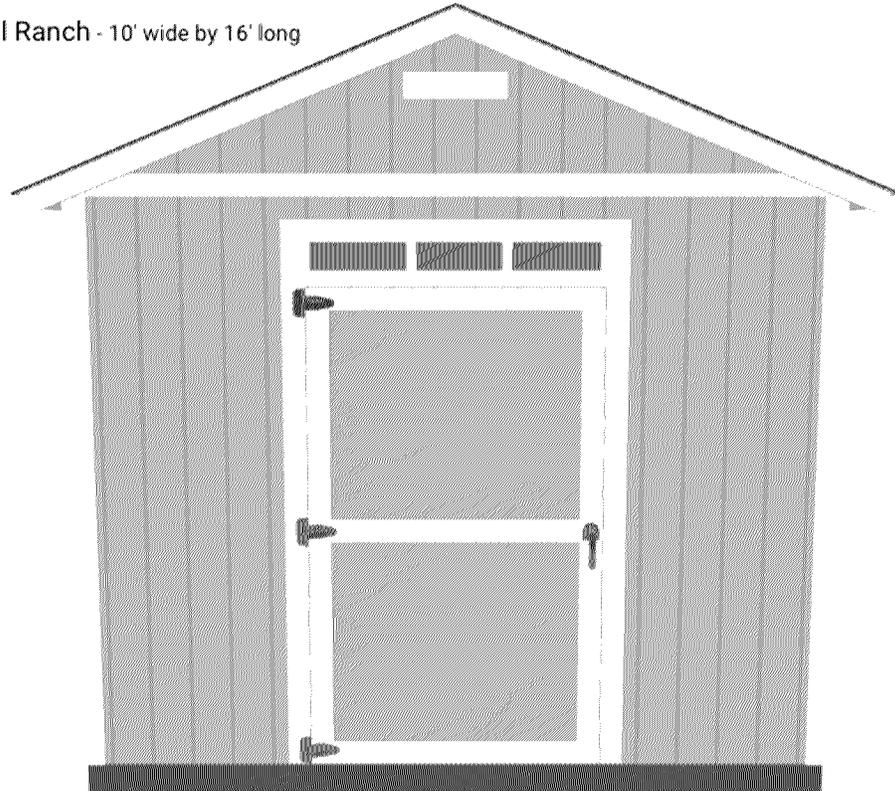
Front (North) Elevation



Buy More Save More + Special Financing

\$4,571.00 U.S.

Premier Pro Tall Ranch - 10' wide by 16' long



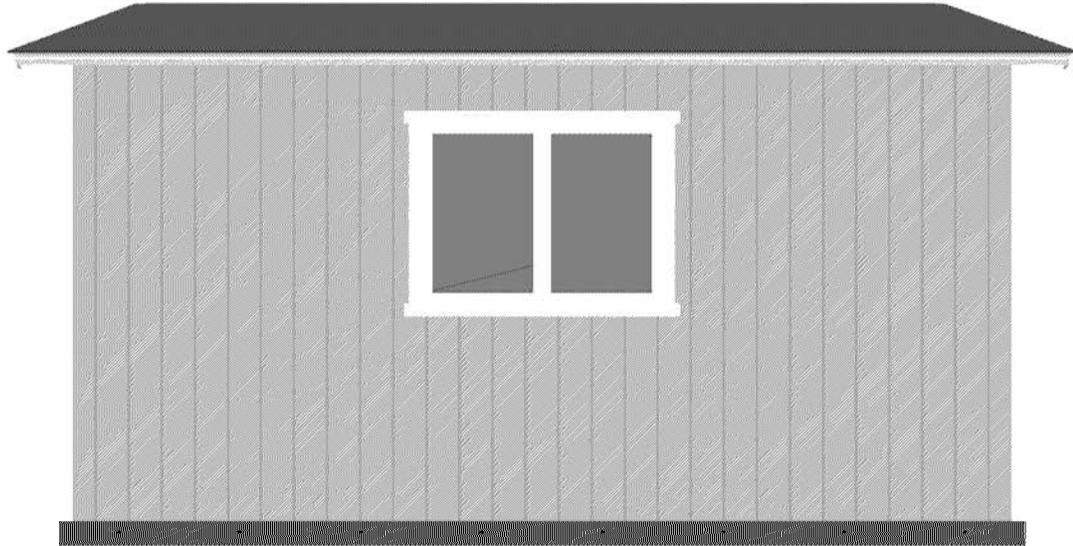
Side (West) Elevation



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\$4,571.00 USD

Premier Pro Tall Ranch - 10' wide by 16' long



Rear (South) Elevation

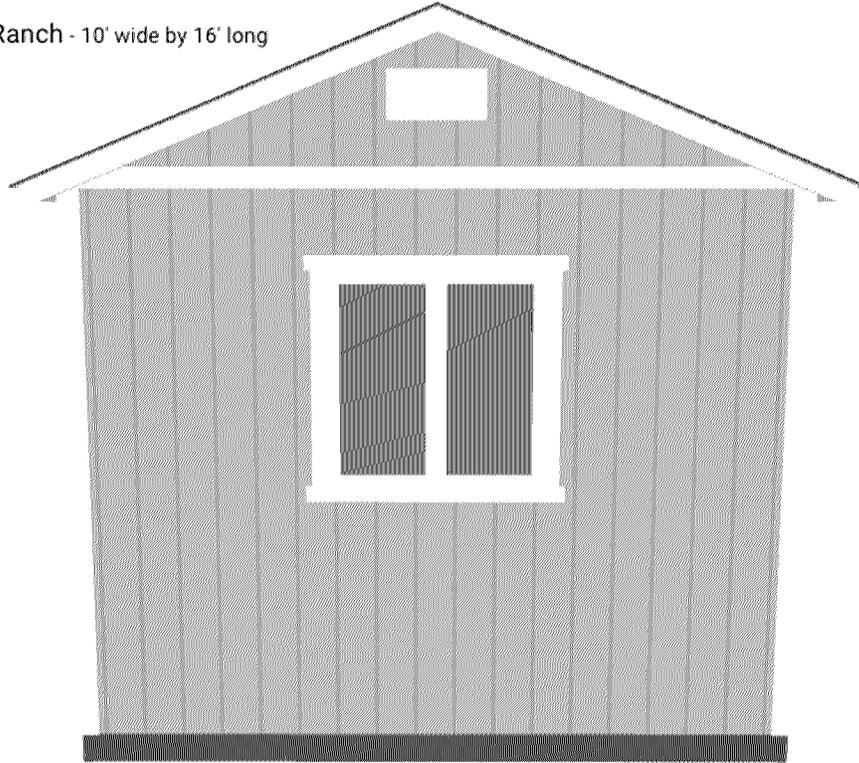


**SPECIAL OFFERS**

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\$4,571.00 USD

Premier Pro Tall Ranch - 10' wide by 16' long



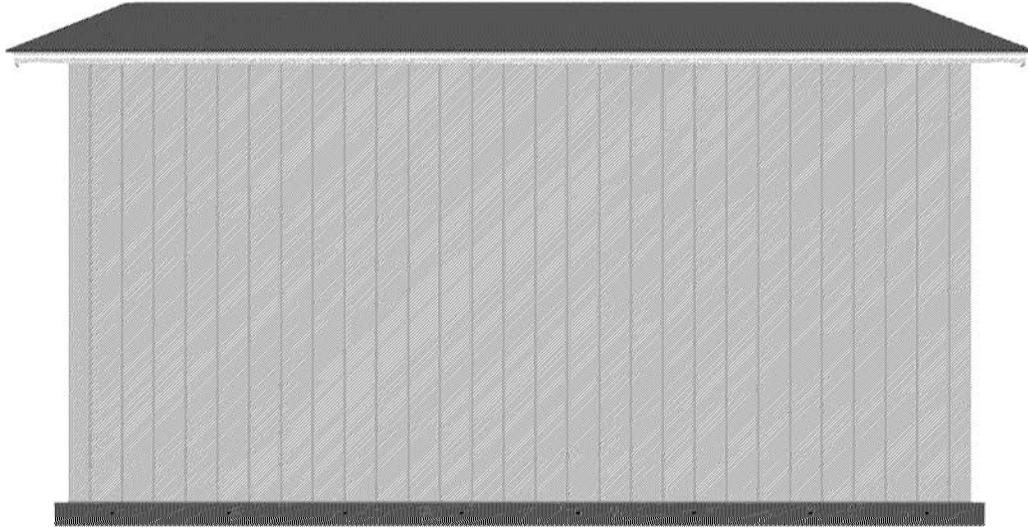
Side (East) Elevation



Buy More Save More + Special Financing

\$4,571.00 USD

Premier Pro Tall Ranch - 10' wide by 16' long



1 **5. OTHER BUSINESS –**

2  
3 **A. Variance to Christmas Lake Structure Setback**  
4 **Applicant: Jeffrey and Maggie Seybold**  
5 **Location: 5840 Ridge Road**  
6

7 Planning Director Darling gave an overview of the request for a variance in order to allow for a  
8 shed within the setback from the Ordinary High Water Level (OHWL) of Christmas Lake. She  
9 stated that the applicant's narrative was attached to the staff report and explained that they  
10 wanted to add lakefront storage for their personal items. She reviewed the criteria in the zoning  
11 regulations that should be used for consideration of this variance request. She explained the  
12 reasons that staff felt that the variance request failed to meet the variance criteria and was  
13 recommending denial of the request. She noted that the City had not received any letters related  
14 to this request.

15  
16 Commissioner Johnson asked how the City handled and monitored the structures that were  
17 already there prior to 1987.

18  
19 Planning Director Darling explained that the City had specific non-conforming rules in place, but  
20 the State also has rules pertaining to non-conforming structures. She stated that in the past, the  
21 City was able to put sunset dates in, which meant the applicants had a certain number of years  
22 in order to remove their structure, however the State no longer permits that. She stated that those  
23 structures can continue in perpetuity, but they cannot be expanded. She noted that according to  
24 the State, any person can demolish their non-conforming structure and rebuild it, but the  
25 volume/footprint had to be the same. She explained that there are some requirements if those  
26 structures are demolished by an Act of God, for example, a certain time period that people have  
27 to replace them before their non-conforming status would disappear.

28  
29 Commissioner Holker asked if this was regulated by any entity such as the watershed district or  
30 if this was just a City rule.

31  
32 Planning Director Darling explained that this was a City rule within their Shoreland Regulations  
33 based on a model ordinance by the DNR and gave examples of differences between the City's  
34 regulations and other cities.

35  
36 Commissioner Johnson asked about the statement about a structure that had been demolished.

37  
38 Planning Director Darling stated that the applicants had indicated that there was a prior structure,  
39 but once a structure is voluntarily removed and not replaced within 1 year, the non-conforming  
40 status was removed.

41  
42 Commissioner Gorham asked what the harm would be and whether it was below the flood plain.

43  
44 Planning Director Darling explained that Christmas Lake does not have a floodplain, but the shed  
45 is located on the property within 75 feet of the OHWL which is prohibited in the ordinance.

46  
47 Vice-Chair Huskins stated that Planning Director Darling had stated that the City was trying to be  
48 systematic about removing these structures.

49  
50 Planning Director Darling confirmed that the goal of the ordinance was to, over time, decrease  
51 the number of non-conforming structures that they have.  
52

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**SEPTEMBER 17, 2024**

**Page 23 of 32**

1 Vice-Chair Huskins asked how that will occur because if it was legally non-conforming, then the  
2 City could not intervene.

3  
4 Planning Director Darling clarified that the City cannot require the structure to be removed as long  
5 as it is maintained and in good condition, but if it was removed by either an Act of God or  
6 voluntarily removed, there was a certain time period where the legally non-conforming status  
7 would expire.

8  
9 Vice-Chair Huskins asked if his understanding was correct that in this situation there was no  
10 permit issued by the City.

11  
12 Planning Director Darling confirmed that this was accurate.

13  
14 Vice-Chair Huskins asked if someone asked for a permit then they would have to conform with  
15 the 75-foot setback requirement.

16  
17 Planning Director Darling stated that they would have to comply with this plus the setback from  
18 the bluff.

19  
20 Commissioner Gorham stated that if they had asked for a permit in this situation, it would have  
21 been denied.

22  
23 Planning Director Darling agreed that it would have been denied for this location.

24  
25 Vice-Chair Huskins stated that the applicants could move this structure to a different location and  
26 it would be allowed if it met the setbacks.

27  
28 Planning Director Darling explained that it would need to be at least 75 feet from the OHWL and  
29 20 feet from the top of the bluff.

30  
31 Jeffrey Seybold, 5840 Ridge Road, stated that he wanted to draw the Commission's attention to  
32 what he felt were key factors in reviewing their request. He stated that staff appeared to be  
33 concerned about the uniqueness of this variance request and most lakefront owners would like to  
34 be able to enhance the lakefront and also make it more functional which may include an accessory  
35 structure. He stated that if the fact that they are requesting a variance for a shed was not  
36 considered a unique request and therefore invalid, then he would expect that nearly every  
37 variance request could not be considered unique. He pointed out that Christmas Lake is a unique  
38 place within the entire Metro area because it is essentially a terminal moraine with a substantial  
39 ridge along the eastern border of the lake. He explained that the ridge created natural beauty as  
40 well as a degree of privacy and noted that the ridge itself was unique because it also created a  
41 significant bluff that complicates access to the lakefront for residents who live around the ridge.  
42 He noted that even Hill Hiker, a local company that builds trams or funiculars across the world  
43 have acknowledged that Ridge Road is one of the few areas within the State that they install and  
44 service the trams/funiculars in order to bring residents down to their lakefronts. He stated that  
45 the property along the ridge is unique with regard to the topography of the plots. He noted that  
46 he felt that they could also argue that their lakefront is unique from every other lakefront along  
47 Ridge Road because they are one of the only properties that does not already have a shed or  
48 accessory structure along the lakefront. He explained that this had not always been the case  
49 because the property previously had a shed that was directly on the lakeshore. He stated that he  
50 would argue, and believes that his neighbors would agree, that the current shed was more  
51 aesthetic and private than the old structure. He stated that he did not understand how their  
52 request would not be considered 'unique' given the unusual topography of the lakefront and the

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**SEPTEMBER 17, 2024**

**Page 24 of 32**

1 struggle it creates with safety and being able to securely and aesthetically storing and protecting  
2 their water and lake related equipment. He noted that another key point he would like to address  
3 is the overall principle of conforming to the City code and explained that based on the staff  
4 comments, it appeared that the City was intent on bringing all shoreline structures into  
5 compliance. He stated that given the current code, which limits any structures within a 75 foot  
6 setback from the lakefront it essentially meant that the City was opposed to and would ideally  
7 eliminate all structures that are currently along the lakefront. He stated that he felt that this was  
8 impractical, impossible to enforce, but also demonstrated how out of touch the City was with  
9 realistic and reasonable use of residential lakefront property. He explained that their shed was,  
10 in no way, affecting the quality of life of their neighbors along the ridge or throughout Christmas  
11 Lake. He stated that allowing this variance would allow their property to maintain conformity with  
12 the other properties along Ridge Road that already have structures on the lakefront. He stressed  
13 that the State DNR lakefront regulations acknowledged that all residents in the State should be  
14 allowed to have a water accessory structure along the lakefront provided it met certain criteria  
15 regarding size and resting more than a 10-foot setback from the OHWL and noted that their shed  
16 met those criteria. He noted that the City of Chanhassen incorporated properties along the south  
17 shores of Ridge and Christmas Lake and they acknowledge the DNR regulations and allows for  
18 the building of water based accessory structures as they were proposing and are found along the  
19 entire ridge. He stated that he found it difficult to believe that the City would disregard the DNR  
20 regulations and noted that there was nothing in the City code that specifically addressed lakefront  
21 accessory structures, but are just structures, in general. He explained that he has found it  
22 frustrating to fight through this much regulation to build a reasonable structure that conforms with  
23 the overwhelming majority of their neighbors when they would have no trouble building the exact  
24 same shed, in the exact same location on the lakefront if their property were just a few houses  
25 down in the City of Chanhassen. He stated that he felt that approving this variance request made  
26 sense, allows for responsible use of the lakefront, does not interfere with the quality of life and  
27 enjoyment of the lake by their neighbors, and helps the City follow regulations that are provided  
28 by the DNR.

29  
30 Commissioner Johnson asked if there would be any possibility that the shed could be moved back  
31 to the 75-foot setback.

32  
33 Mr. Seybold stated that they cannot because of the bluff regulations and noted that the shed  
34 would essentially have to be located where their house was located.

35  
36 Commissioner Gorham stated that Mr. Seybold had said something about his home being unique,  
37 even within the Ridge Road area and asked for more background information.

38  
39 Mr. Seybold stated that they are one of two homes along the ridge that doesn't already have a  
40 structure along the lakefront. He stated that in that regard they would be unique because they  
41 would not have a shed and everybody else does.

42  
43 Commissioner Gorham noted that may be a stretch.

44  
45 Mr. Seybold noted that he was not sure if all the homes on Ridge Road were located on a bluff,  
46 but knows that many of them are.

47  
48 Commissioner Johnson asked if the shed was permanently affixed to the land.

49  
50 Mr. Seybold stated that it was not permanently affixed to the land.

51

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

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1 Commissioner Johnson noted that could be considered more of a fixture than a structure and  
2 explained that she was just trying to see if it fit into the structure category.

3  
4 Planning Director Darling assured the Commission that the shed fit into the category of a structure.

5  
6 Mr. Seybold noted that the shed did not have a foundation.

7  
8 Vice-Chair Huskins asked for a reminder about the permitting.

9  
10 Mr. Seybold explained that the understanding between himself and the shed manufacturer was  
11 that it would not require a building permit for putting up the shed, which was technically correct,  
12 but they did not realize that in the City of Shorewood, this would require a zoning permit.

13  
14 Commissioner Gorham asked if this became an issue when he came to the City to get the zoning  
15 permit.

16  
17 Mr. Seybold stated that the City of Shorewood has a complaint-based process so it had become  
18 an issue when someone reported the shed. He noted that he would like to draw attention to the  
19 fact that the City had received no e-mails, nor was anyone present at the meeting that was willing  
20 to stand behind the complaint or explain how they felt it would negatively affect their quality of life  
21 or negatively affect their property on the lake. He explained that was how they had realized the  
22 error related to the zoning permit issue and have been working with Planning Director Darling to  
23 gather the appropriate paperwork in order to apply for the variance.

24  
25 Vice-Chair Huskins stated that he was sure that Mr. Seybold could understand the bind that the  
26 City was in by having code and the argument made within the staff report that this would  
27 essentially change the code if they granted this request to anyone who lived on the lake.

28  
29 Mr. Seybold stated that he did understand that which was why they were submitting this for the  
30 variance with respect to acknowledging the uniqueness of the property. He noted that they felt  
31 this was a different request than somebody that had different topography on their property.

32  
33 Commissioner Johnson asked how many homes on Christmas Lake were abutting that ridge and  
34 asked if that would make this group of homes unique.

35  
36 Planning Director Darling stated that she had not counted them separately, but every home along  
37 Ridge Road had bluff issues.

38  
39 Commissioner Johnson stated that not every home on Christmas Lake abutted the ridge.

40  
41 Planning Director Darling confirmed that not all properties on Christmas Lake have bluffs.

42  
43 Commissioner Johnson stated that to that extent the argument could be made that it was unique  
44 if they had bluff property.

45  
46 Planning Director Darling explained that when she did her review, she would say, but for the  
47 existence of the bluff, could they have a shed in the position that they located it and the answer  
48 was 'no'.

49  
50 Vice-Chair Huskins asked if that meant that the bluff was not relevant.

51

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

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1 Planning Director Darling stated that the bluff was not relevant except it does push the setback  
2 further away from the shoreline.

3  
4 Commissioner Holker asked if this was a public hearing.

5  
6 Vice-Chair Huskins stated that this was not a public hearing.

7  
8 Planning Director Darling explained that even though it was not a public hearing, it was a public  
9 meeting, so the Commission could open this item up for public comment.

10  
11 Vice-Chair Huskins asked if there was anyone present who wanted to address the Commission  
12 and opened the meeting for public testimony at 10:58 p.m.

13  
14 Carl Zinn, 5820 Ridge Road, stated that he was here to confirm that he cannot even see the shed  
15 from his home or his shoreline but noted that he could see it for about 20 seconds when he rides  
16 down his lift. He explained that it did not affect him as a neighbor from his use or enjoyment of  
17 the property at all. He stated that he just cannot understand why Shorewood would not change  
18 the Code because it does not make any sense because Minnesota is all about lakeshore which  
19 is something that the DNR acknowledges. He stated that he just had a transaction in Deephaven  
20 that has the same law and they granted a variance because the DNR says that you can have a  
21 water related accessory structure within the setback area. He stated that he did think that  
22 Shorewood should increase the restrictiveness of that water related structure. He noted that the  
23 Commission served an important purpose because they provide the City Council with the  
24 information that they need to make these kinds of decisions and encouraged the Commission to  
25 take this a step further beyond the variance. He explained that he felt a variance was the way to  
26 handle this situation, but also felt that they should encourage the City Council to take a look at  
27 what the DNR says and how other cities treat water related accessory structures and fix this  
28 because he did not feel it made sense.

29  
30 Brian Carpenter, 5875 Ridge Road, stated that the Seybolds are a new young family in the  
31 neighborhood and what they have placed on their property was not unreasonable or anything that  
32 caused concern. He asked the Commission to think about the stuff that they need to store in the  
33 shed so they do not have to haul it all up and down the hill which would be unreasonable with or  
34 without a tram. He stated that there are already a lot of structures already and he also questioned  
35 how the City would be able to get rid of all of them. He noted that he felt that what they have has  
36 the primary function of safety and practicality. He asked the Commission to give some grace and  
37 understanding when they are evaluating this situation.

38  
39 Red Smith, 5860 Ridge Road, stated that they have a cabin structure down at the lake that they  
40 built in 1965 and from there they can see the Seybold's little structure. He explained that they felt  
41 it was very tastefully done and was an improvement over what they had looked at before. He  
42 noted that when they ride along the shoreline it was hidden by the trees so it really cannot be  
43 seen.

44  
45 Maureen Yutz, 5890 Ridge Road, stated that she and her husband have lived here since 1993.  
46 She explained that they had a structure that was pre-existing down below and do have a funicular  
47 that had to be replaced by the lift company referred to earlier in the meeting. She stated that most  
48 people on their section of the ridge, which is the highest spot in Carver County, and its height  
49 means that the required setback was impossible for structure placement. She stated that when  
50 they are down at the lake it is fabulous because they get away from the busy-ness of the house.  
51 She stated that having a place to store their things will remove the clutter and agreed with the  
52 statement made that the structure put up by the Seybolds was tasteful and explained that she

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

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1 was in favor of granting the variance. She stated that there are other places on Christmas Lake  
2 where they can be further back and noted that all of Christmas Lake has made an effort to have  
3 trees in front and attempt to keep the homes hidden. She asked about the regulation about the  
4 water level and if it was 12 feet instead of 10 feet and if the ridge was not there how far back it  
5 would need to be.

6  
7 Planning Director Darling clarified that the distance would still be 75 feet from the OHWL.

8  
9 Ms. Yutz stated that she was talking to Mr. Zinn earlier and believes that there are 30-40 homes  
10 along the ridge and only 2 without structures and felt that was something to think about with  
11 relation to uniqueness because she felt the ridge was a pretty unique geological feature. She  
12 reiterated that she and her husband were in favor of granting this variance.

13  
14 Bob Wallace, 5610 Covington Road, stated that Mr. Seybold told him that they would be building  
15 a shed to keep all their toys in, but he had driven by 4-5 times and had never seen the shed  
16 because it was situated behind the trees. He stated that it did not bother him at all and even the  
17 color blends in and wasn't obnoxious. He stated that the area is just like it has been described  
18 because there is the bluff, a tiny flat space, and then it goes down to the lake. He noted that the  
19 only way that it could be moved back 75 feet is to cut into the bluff which they cannot do. He  
20 stated that he was also here to agree with the statements that have already been made and  
21 supported this variance request. He stated that he did not envy the Commissions position but felt  
22 that they had to make decisions based on the individual situation and encouraged them to vote  
23 to approve this request.

24  
25 Vice-Chair Huskins closed the public testimony at 11:09 p.m.

26  
27 Commissioner Johnson asked if it would be possible to table this item until they had a chance to  
28 look into how many people had similar geography in the whole City, not just on Christmas Lake.  
29 She stated that it seemed to her that this situation was somewhat unique if the bluff is really how  
30 it has been described.

31  
32 Planning Director Darling stated that if the Commission continues this item, it will leave the Council  
33 with an inadequate amount of time to review the application.

34  
35 Commissioner Gorham asked if this was something on the list for consideration by the new  
36 planning consultant that would be working on the code.

37  
38 Planning Director Darling stated that it was not on a list and noted that when the shoreland  
39 regulations were adopted, Shorewood chose to be more restrictive than other communities. She  
40 noted that she has spoken with the DNR because they had a few questions about the application  
41 but they chose not to comment. She stated that, as she told the applicant, their claims that  
42 everybody else gets one or has more storage so they should be able to have a shed, seemed to  
43 be more along the lines of a zoning ordinance amendment and not a variance.

44  
45 Commissioner Johnson stated that one of the speakers had mentioned Deephaven who had been  
46 given a variance and asked if they had the same requirements for a variance as Shorewood.

47  
48 Planning Director Darling stated that she did not know.

49  
50 Commissioner Holker asked if the City had granted any variances for this type of request recently.

51

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

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1 Planning Director Darling stated that a few years ago there was a deck that was put in without  
2 permits that had been destroyed by a landslide. She noted that in that instance, the City had  
3 granted a variance to rebuild the deck closer to the shore, which was also on Ridge Road.  
4

5 Commissioner Holker explained that her challenge was consistency and what concerns her is  
6 that this was well done because it was subtle and behind the trees and if the City grants this  
7 variance, then others may come in with the same request for something similar but may not be  
8 as well done. She stated that the City did not have any regulations on what may be acceptable,  
9 so she was not sure she was comfortable agreeing with this request because others may come  
10 and had concerns about what should be done moving forward.  
11

12 Commissioner Gorham stated that he agreed that this seemed totally reasonable but feels like he  
13 would be a massive hypocrite if he said that the variance language did not apply. He stated that  
14 the language isn't really about the variance and was really about the DNR and Chanhassen  
15 language and the agreeable-ness of it all. He explained that he would love to find something in  
16 here that resonated with him from a variance standpoint, but it doesn't. He asked if it may be  
17 worth looking at the language again and questioned whether they were being too severe and  
18 asked when the Planning Commission had reviewed this language.  
19

20 Planning Director Darling stated that the Commission had considered the shoreland regulations  
21 before her time with the City.  
22

23 Commissioner Gorham suggested that may be something that want to undertake.  
24

25 Commissioner Johnson stated that if the funicular company is telling people that they are so high  
26 that they do not want to even build on the land and people believe themselves to be in the top  
27 altitude level that would make a geological difference. She noted that she felt that topographically  
28 an argument could be made that this is unusual in the State and also in the City but they do not  
29 have time to investigate it.  
30

31 Commissioner Gorham brought up Birch Bluff or Lake William and noted that those areas were  
32 also very steep.  
33

34 Vice-Chair Huskins explained that his concern with the application began with not having a permit  
35 to do the work. He noted that there have been recent examples where people have done work  
36 and have ended up being asked to undo the work and shared some examples.  
37

38 Commissioner Gorham stated that he was not convinced that when someone complained about  
39 the shed that it wasn't about not getting the right permit and more that they knew it was not allowed  
40 and would never be able to get a permit.  
41

42 Vice-Chair Huskins stated that he felt what brought the complaint forward was irrelevant.  
43

44 Commissioner Gorham explained that Vice-Chair Huskins was making it about the permit  
45 application.  
46

47 Vice-Chair Huskins noted that he believed that he would make the same point about any request  
48 for a variance after the fact because if people do not get permits to do things then it is a free-for-  
49 all situation. He stated that he did not want to reward people for not having a permit, because he  
50 felt that was a recipe for danger in the City. He noted that if he sets that aside, he likes what  
51 Commissioner Gorham had stated earlier and explained that he also felt it was a very reasonable  
52 request, on a personal level, and felt that it made a lot of sense for the code to be revisited in

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

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1 order to understand why the City's code was more stringent than the DNR. He stated that the  
2 difficulty is that they are being asked to make an exception for the Seybolds in advance of being  
3 able to change the code which is why he was having difficulty supporting this request. He  
4 explained that, on an emotional level, he was with the residents and their reasoning, but the  
5 Commission has to look at the code and try to protect all of Shorewood on the basis of what they  
6 have, even if it is a crummy code that needs to be changed. He stated that his sense was to vote  
7 to recommend denial of the application but make a strong recommendation to the Council that  
8 they task the Commission with revisiting this code and look to possibly rewrite it.

9  
10 Commissioner Johnson read aloud some of the criteria to be considered for a variance.

11  
12 **Gorham moved, Holker seconded, to recommend denial of the Variance to Christmas Lake**  
13 **Structure Setback for Jeffrey and Maggi Seybold at 5840 Ridge Road. Motion carried 3-1**  
14 **(Johnson opposed)**

15  
16 Vice-Chair Huskins reiterated that he would like to communicate to the Council that he strongly  
17 recommended that the Commission be given the task of revisiting this code. He stated that if they  
18 could do that in time, it may be possible that the code can be changed which would completely  
19 change this situation.

20  
21 Mr. Seybold noted that they would be out of the country on October 15, 2024 because it was right  
22 before MEA weekend and would like to be able to be present when the City Council considers  
23 this item.

24  
25 Planning Director Darling stated that she will attempt to get this slated for the next City Council  
26 meeting on September 23, 2024, so Mr. Seybold could be in attendance.

27  
28 Vice-Chair Huskins asked if there was any way to permit the applicant the right to maintain or  
29 keep the shed in its current location for a period of time until the City has a chance to review the  
30 code.

31  
32 Planning Director Darling stated that could not be done without a variance.

33  
34 Vice-Chair Huskins asked if they were basically saying that the applicant had to move the shed  
35 immediately.

36  
37 Planning Director Darling explained that they would have to remove it and if they wanted to put it  
38 in a conforming location, they would need a permit.

39  
40 Commissioner Johnson noted that the Council may decide that they want to approve the variance.

41  
42 Vice-Chair Huskins stated that he agreed because the Commission was just making a  
43 recommendation.

44  
45 A woman from the audience asked if they could move the Council consideration to November.

46  
47 Planning Director Darling stated that they could, if the applicants granted the City additional time  
48 and explained that it would need to be submitted in writing.

49  
50 Commissioner Johnson asked what the Commission was trying to accomplish with the possible  
51 delay in Council action.

52

1 Vice-Chair Huskins stated that he felt that they were trying to look into the possibility of changing  
2 the code language.  
3

DRAFT



*Minnetonka's Outright Leader*

November 1, 2024

To: City of Shorewood City Council

Fr: Carl Zinn, 5820 Ridge Road

Re: Variance request from owners of 5840 Ridge Road.

Dear Council Members,

I am writing to confirm the subject structure on the shores of Christmas Lake does not block my view and is not visible from the main floor of my next-door home. We have no objection to our neighbors having a lakeside accessory structure for storage of water related equipment.

I am also writing to encourage the council to change the existing ordinance to allow a water-related accessory structure within the existing 75-foot setback.

The Minnesota DNR recognizes the need for lakeside storage for the use and enjoyment of lakeshore property. They even provide cities with a suggested ordinance for that purpose. Allowing a well-defined storage lakeside accessory structure will allow the city to have minimal non-conforming properties,

Thanks for your consideration.

A handwritten signature in black ink that reads "Carl".

Carl Zinn

RECEIVED

NOV 04 2024

CITY OF SHOREWOOD

Coldwell Banker Burnet  
19400 Highway 7  
Excelsior, MN 55331  
952.474.4444  
[www.ZinnRealtors.com](http://www.ZinnRealtors.com)



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

**RESOLUTION 24-091**

**A RESOLUTION DENYING A VARIANCE TO ALLOW A SHED TO BE PLACED  
WITHIN THE SETBACK FROM THE OHWL  
FOR THE PROPERTY LOCATED AT 5840 RIDGE ROAD**

**WHEREAS**, Jeffrey and Maggi Seybold (the “Applicant”), submitted a request for a variance to allow a shed to be placed 12.9 feet from the ordinary high water level (OHWL) of Christmas Lake where 75 feet is required by City Code Section 1201.26 (the “Request”); and,

**WHEREAS**, the property is legally described in Exhibit A (the “Property”); and,

**WHEREAS**, the applicant installed a shed without the necessary zoning permit at a location 12.9 feet from the OHWL of Christmas Lake in violation of the structure setbacks for properties abutting lakes; 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**, the Minnesota Statute 462.351 indicates that city’s role in guiding future development is to promote public health, safety, and general welfare; and,

**WHEREAS**, after the required notice, a public meeting was held, public testimony was taken and the Request was reviewed by the Planning Commission at a regular meeting held on September 17, 2024, the minutes of the meeting are on file at City Hall; and,

**WHEREAS**, the City Council considered the Request at its regular meeting on November 12, 2024, at which time the application materials and plans, Planning Director’s memorandum, the public testimony provided at the Planning Commission’s public meeting, and the Planning Commission’s recommendations were reviewed, and comments were heard by the City Council from the Applicant and City staff.

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

**FINDINGS**

1. The Property is located in the Low Density Residential land use classification in the 2040 Comprehensive Plan.
2. The Property is located in the R-1A/S zoning district, which allows accessory buildings subject to the setback requirements of Section 1201.26 of City Code.

3. Section 1201.26 of the Shoreland Regulations requires all structures to be setback 75 feet from the OHWL of Christmas Lake and does not permit any structure to be located within a bluff impact zone or within 20 feet from the top of the bluff.
4. The Applicant's proposal is identified on the application materials and plans submitted on June 27 and 29 and August 2, 2024 (the "Plans").
5. The Applicant's proposal is to keep a shed that was installed without a zoning permit at 12.9 feet from the OHWL of Christmas Lake in violation of the structure setbacks for properties abutting lakes.
6. City Code section 1201.05 Subd. 3 (a) of the zoning regulations require applicants to meet specific criteria to approve a variance.

### **CONCLUSIONS**

- A. The Applicant has not met the variance criteria or shown that there are practical difficulties related to this application as required by City Code and state law. Specifically, the Request fails for the following reasons:
- 1) The shoreland setback within City Code Section 1201.26 is designed to preserve, as much as possible, a natural shoreline in waterfront-adjacent properties. Additionally, although many homes constructed before the city adopted the shoreland regulations had pump houses or boathouses, the regulations were adopted specifically to prohibit new structures and eliminate existing ones, like the one the Applicant indicates was previously removed from this property prior to their purchase. The use, therefore, is not reasonable, as required by Section 1201.05, Subd. 3 (a)(2(a) in light of the City's policy preference to prohibit structures within 75 feet of the OHWL or within 20 feet from the top of the bluff.
  - 2) The plight of the landowner is not due to circumstances unique to the Property, as required by Section 1201.05, subd. 3(a)(2(b). The shoreland setbacks are not unique to the Applicant's property in that the setbacks apply to all properties along Christmas Lake and to all the properties with a bluff, which are present on Christmas Lake, Lake Minnetonka, Como Lake, among others.
- B. Furthermore, because the Applicant is requesting what is specifically prohibited as a regulation to protect the shoreline, the Applicant has not shown that their application wouldn't be detrimental to the public welfare nor injurious to other land or improvements. The placement of the shed without permits creates a situation of not uniformly enforcing the ordinances or allowing special exemptions to this Applicant without showing that they have any specific unique circumstances.
- C. Without otherwise meeting the criteria in Section 1201.05, subd. 3(a)(2), the Applicant has not shown that having the shed within 12.9 feet from the ordinary high-water level is the minimum request to alleviate the practical difficulty as no practical difficulty exists.

Based upon the foregoing findings, and the records referenced herein, the City Council hereby concludes that the Applicant's proposal for a variance is in conflict with the required criteria in Section 1201.05 Subd. 3 (a).

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shorewood that the Request for the Property is denied, subject to the findings and conclusions contained herein.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD** this 12<sup>th</sup> day of November, 2024.

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**Jennifer Labadie, Mayor**

**ATTEST:**

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**Sandie Thone, City Clerk**

## Exhibit A: Legal Description of the Property:

Par 1: That part of Government Lot 8, Section 36, Township 117, Range 23, described as commencing at the center of said Section 36; thence West 0 degrees 00 minutes along the North line of said Government Lot 8 a distance of 416.7 feet; thence South 22 degrees 57 minutes West 6.5 feet; thence South 21 degrees 10 minutes East, 67.9 feet; thence South 5 degrees 11 minutes West, 92.4 feet; thence South 16 degrees 10 minutes West, 128.99 feet to the actual point of beginning; thence continuing along the last described course to the Northerly line of Tract A, Registered Land Survey No. 472; thence Northwesterly along the Northerly line of Tract A to the shore of Christmas Lake; thence Northeasterly along said shore to its intersection with a line drawn North 79 degrees 54 minutes 29 seconds West from the actual point of beginning; thence Southeasterly to the actual point of beginning.

Par 2: All that part of Tract A, Registered Land Survey No. 472, Hennepin County, Minnesota, lying Northeasterly of a line drawn parallel with and 60 feet Southwesterly measured at right angles from the Northeasterly line of said Tract A, except the part thereof lying Southeasterly of the centerline of the easement shown in said Registered Land Survey No. 472.

The North boundary of the premises is marked by Judicial Landmarks numbered "5" and "6" and the South boundary is marked by Judicial Landmarks numbered "7" and "8", set pursuant to Torrens Case No. 13307, as shown by the plat of survey on file in the office of the Registrar of Titles as document No. 542727;

Together with a non-exclusive easement for driveway purposes 8 feet wide, the center line of which is described as follows: Commencing at the center of said Section 36; thence Westerly along the East-West center line a distance of 420.2 feet to the actual point of commencement of the line to be described; thence South 28 degrees 17 minutes West, 156 feet; thence South 21 degrees 04 minutes West to the South line of above Tract and there terminating, as shown in deed Doc. No. 549042; (as to Par 1).



**Title/Subject:** 26125 Birch Bluff Rd Encroachment Agreement  
**Meeting Date:** Tuesday, November 12, 2024  
**Prepared by:** Andrew Budde, City Engineer  
**Reviewed by:** Matt Morreim, Director of Public Works  
**Attachments:** Encroachment Agreement, Resolution

---

### Background

The property owner located at 26125 Birch Bluff Road would like to connect to an existing shared private driveway that is located within the unimproved 3<sup>rd</sup> Street Right of Way. This driveway would serve a new single family residential home on a previously vacant parcel. 3<sup>rd</sup> Street is considered an unimproved Right of Way as it does not include a city street, sanitary sewer, or watermain.

3<sup>rd</sup> Street was originally platted in 1883 as a 25-foot-wide Right of Way. In 1995 Birch Bluff Lake View Addition was platted and created the lot addressed 26125 Birch Bluff Road. This plat dedicated an additional 12.5 feet of Right of Way on the west side of 3<sup>rd</sup> Street for a current total width of 37.5 feet. It is anticipated that future development would add 12.5 feet of Right of Way on the east side of 3<sup>rd</sup> Street and at that point would have adequate width for the extension of public utilities and a street. The recent Birch Bluff Road Improvements project has stubbed out water and sanitary sewer mains for future expansion.

A driveway has existed within 3<sup>rd</sup> Street right of way since at least 1964. It became a shared private driveway around 1977 and serves three existing homes to the east and south. The proposed driveway would connect to the existing private shared driveway. Section 901.03 of City Code requires a permit to use publicly-owned rights-of-way for any private use or purpose. The City Council may grant the permit if it is determined that the use applied for is incidental and not inconsistent with safe and efficient public use. The property owner has secured permission from the three property owners to be able to connect to the private driveway.

No encroachment agreement is known to exist for the shared driveway in 3<sup>rd</sup> Street right of way and staff believes it is beyond the scope of the current building permit application to require such an agreement be secured for the other three properties that utilize the shared driveway.

The city has prepared an Encroachment Agreement which would allow the new driveway to connect to the existing private driveways with 3<sup>rd</sup> Street Right of Way. The Encroachment Agreement helps all parties document the current scenario and define future responsibilities to 3<sup>rd</sup> Street. The property owner has reviewed the agreement and is being routed for signatures. For reference, the city has approved a similar encroachment agreement in 2004 for a driveway

located in 2<sup>nd</sup> Street Right of Way approximately 750 feet to the east with similar circumstances.

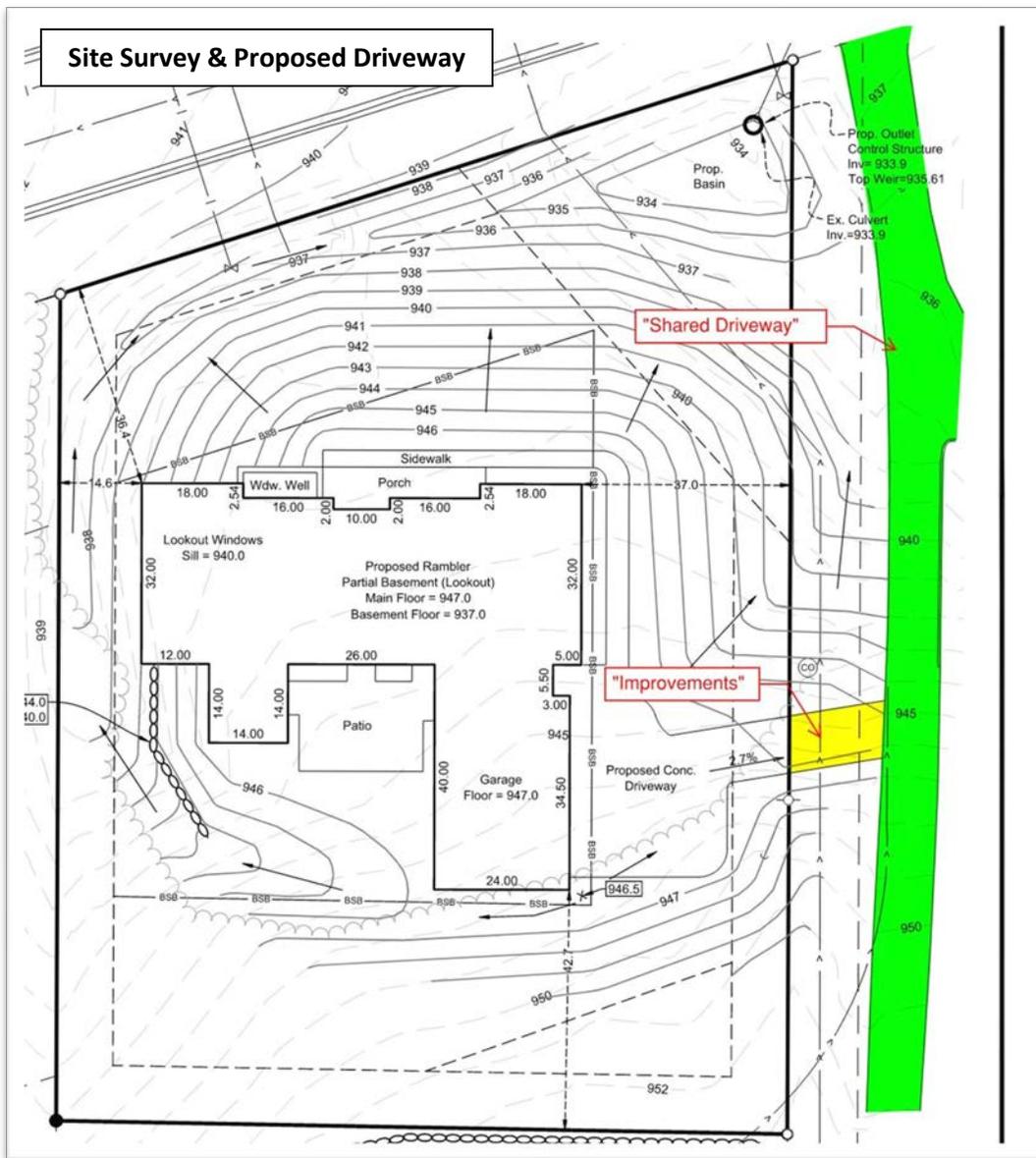
### Financial or Budget Considerations

The property owner has paid all associated permits and fees and submitted an escrow deposit to pay for engineering time to review the request.

### Action Requested

Motion to approve the resolution approving the encroachment agreement for a driveway within the 3<sup>rd</sup> Street Right of Way for the property located at 26125 Birch Bluff Road and authorizing the Mayor to sign the agreement.

A simple majority vote is required.



# ENCROACHMENT AGREEMENT

**THIS ENCROACHMENT AGREEMENT** (“**Agreement**”) is made effective as of \_\_\_\_\_, 20\_\_, by and between **Lake Country Builders, Ltd** (the “**Owner**”) and the **City of Shorewood**, a Minnesota municipal corporation (“**City**”).

**1. BACKGROUND.** The Owner is the fee owner of certain real property located in the City of Shorewood, County of Hennepin, State of Minnesota, legally described on **Exhibit A** attached hereto, having a street address of 26125 Birch Bluff Road, Shorewood, Minnesota 55331, and legal described as:

Lot 1, BLOCK 1 of BIRCH BLUFF LAKE VIEW ADDITION, County of Hennepin, State of Minnesota

(the “Subject Property”).

3<sup>rd</sup> Street is unimproved right-of-way adjacent to the Subject Property, which has been improved with a Shared Driveway serving three residential homes to the east and south (“Shared Driveway”). The Owner desires to build a driveway with necessary drainage infrastructure (“Improvement”) from the Subject Property to the Shared Driveway within the right-of-way as depicted on the attached Exhibit B (“Encroachment”).

**2. ENCROACHMENT AUTHORIZATION.** The City hereby approves the Encroachment and the construction of Improvement on the location shown on Exhibit B. Further, Owner agrees that the Improvement shall be constructed consistent with all applicable federal, state and local laws and regulations. The Parties agree that the Encroachment is subject to the requirements and obligations of this Agreement. Owner may not remove the Improvement unless Owner has received the City’s prior written approval.

**3. OWNERSHIP; MAINTENANCE.** Owner, as sole owner of the Improvement, shall maintain, repair, and replace the Improvement at Owner’s sole cost and expense. Owner, its

contractors, agents, representatives, heirs, and assigns shall have the right at all reasonable times to enter upon the Encroachment to maintain, repair, and replace the Improvement, however, such right shall be subject to and inferior to the City's right-of-way rights.

**4. HOLD HARMLESS AND INDEMNITY.** In consideration of being allowed the Encroachment, Owner shall defend, indemnify and hold harmless City from and against any and all claims, losses, costs, damages, liens and liabilities, including reasonable attorneys' fees (collectively, "Claims") arising from or related to Owner's use of the Improvement or use or occupancy of the Encroachment. This provision shall survive termination of this Agreement.

**4. TERMINATION OF AGREEMENT.** The City may terminate this Agreement at any time if it is reasonably necessary for the City to occupy the right-of-way for any purposes. Prior to termination, the City will give the then owner of the Subject Property thirty (30) days written notice, except that no notice period will be required in the case of an emergency condition as determined solely by the City and this Agreement may then be terminated immediately. The Owner shall remove the Improvement within thirty (30) days of notice of termination. If the Owner fails to do so, the City may remove the Improvement and charge the cost of removal back to the owner for reimbursement. This Agreement may also be terminated upon the mutual agreement of both parties. In either case, notice of termination shall be recorded in the Office of the Hennepin County Registrar of Titles within 30 days of the effective date of such termination.

**5. RECORDING.** This Agreement shall be recorded and run with the title to the Subject Property and shall be binding upon Owner's successors and assigns, including without limitation all subsequent owners of the Subject Parcel and all persons claiming under them. The City shall record this Agreement.

**6. OWNER COVENANTS.** The Owner, for themselves, their heirs, successors and assigns, does hereby covenant with the City, its successors and assigns, that Owner is well seized in fee of the Subject Property and that they have the sole right to grant and convey this Agreement, and that they will indemnify and hold the City harmless for any breach of the foregoing covenants. Owner further covenants that they have shared responsibility for the Shared Driveway, and acknowledge that the City has no maintenance obligations with respect to the Shared Driveway. This indemnification obligation shall also bind Owner's heirs, successors and assigns.

**7. CITY EASEMENT RIGHTS SUPERIOR.** Owner agrees that City's right-of-way rights shall be superior to those rights conveyed within this Agreement. At any time during this Agreement, and upon giving 30 days' notice, City may remove all or a portion of the Improvement to facilitate use of the City's right-of-way. This 30-day notice requirement shall not apply in emergency situations, as reasonably determined by the City. In the event the City removes all or a portion of the Improvement, the City shall use all reasonable efforts to minimize damage to the affected Improvement. Upon completion of the work, Owner may repair or restore the Improvement and City shall have no obligation to repair or restore the Improvement or the Encroachment.

**8. RESTORATION.** Upon termination of this Agreement and/or the end of Owner's use of the Encroachment for the purposes stated within this Agreement, Owner shall restore the Encroachment, at the direction of the City, to either the condition of the land prior to construction of the Encroachment, or to a condition satisfactory to the City, including but not limited to, removal of supplies, equipment, and debris, and re-seeding of the land within the right-of-way where it has been disturbed by the Encroachment. Should Owner fail to restore the right-of-way as required by this Agreement within 30 days of receiving notice to do so, the City may restore the

right-of-way and charge the costs of restoration to Owner. If Owner fails to pay such costs within 30 days of invoice, the parties agree that the costs shall be assessed against the Subject Property and Owner hereby waives any appeal of assessment of such costs.

**9. ATTORNEY'S FEES AND COSTS.** Should either party commence an action against the other to enforce any obligation contained within this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party, whether or not such action is pursued to judgment.

**10. MISCELLEANOUS.** This Agreement shall be governed by the laws of the State of Minnesota and may only be amended in writing. This Agreement may be executed in several counterparts, each of which when executed is considered an original, but all of which together shall constitute one instrument. Should either party commence an action against the other to enforce any obligation under this Agreement, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other.

*(Remainder of page intentionally left blank.  
Signature pages follow.)*

**CITY OF SHOREWOOD**

(SEAL)

By \_\_\_\_\_  
Jennifer Labadie, Mayor

And \_\_\_\_\_  
Sandie Thone, City Clerk

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by **Jennifer Labadie** and by **Sandie Thone**, respectively the Mayor and City Clerk of the **City of Shorewood**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

\_\_\_\_\_  
Notary Public

**OWNERS:**

By \_\_\_\_\_

By \_\_\_\_\_

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_, on behalf of Lake County Builders, Ltd.

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA )  
 )ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_, on behalf of Lake County Builders, Ltd.

\_\_\_\_\_  
Notary Public

DRAFTED BY:  
CAMPBELL KNUTSON,

***Professional Association***

Grand Oak Office Center I  
860 Blue Gentian Road, Suite 290  
Eagan, Minnesota 55121  
Telephone: (651) 452-5000  
JDS/JDS

**EXHIBIT A**

**OWNERS' PARCEL**

Lot 1, BLOCK 1 of BIRCH BLUFF LAKE VIEW ADDITION, County of  
Hennepin, State of Minnesota

# Exhibit B

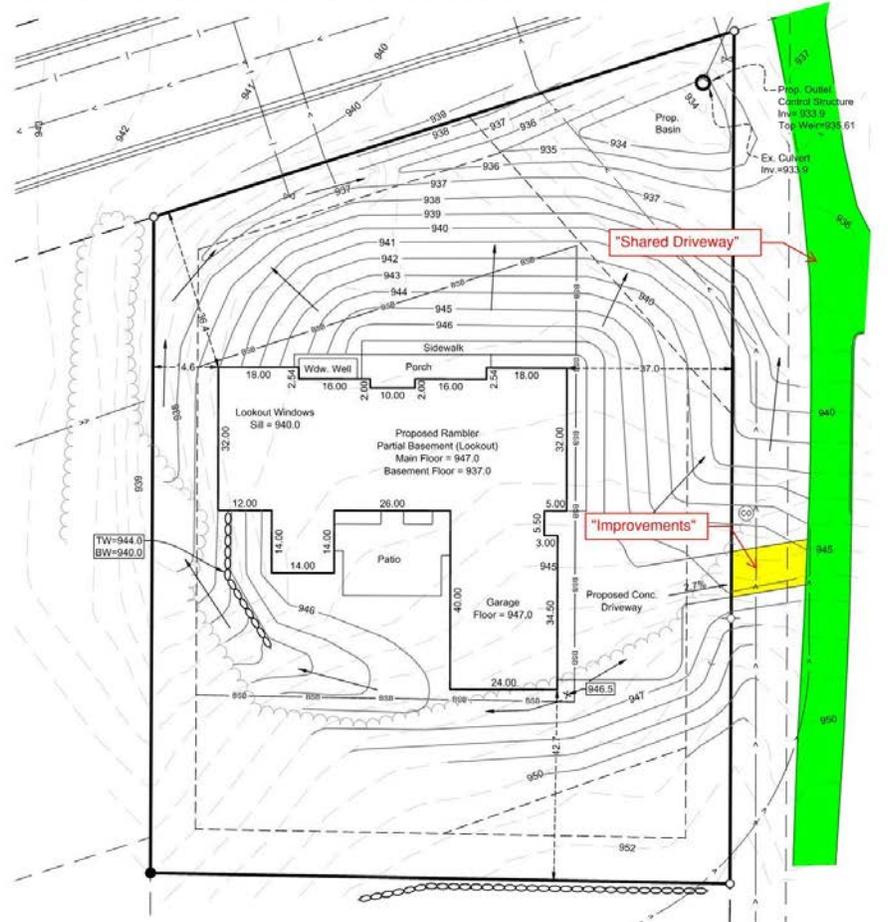
## ENCROACHMENT EXHIBIT

10/03/2024 Site Copy

### Certificate of Survey - Site Plan

Survey Prepared For: Lake Country Builders

Property Description: Lot 1, Block 1, BIRCH BLUFF LAKE VIEW ADDITION, Hennepin County, Minnesota



#### Notes (continued)

6. Impervious Surface Calculations. See Worksheet for details.

Parcel Area = 21,888 Sq. Ft. = 0.50 Ac.

Existing Coverage = 168 Sq. Ft. = 0.8%

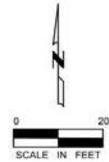
Proposed Coverage = 5,410 Sq. Ft. = 24.7%

7. No specific soils investigation has been completed by the surveyor on this property. The suitability of soils to support the planned construction is not the responsibility of the surveyor.

8. Building location and dimensions from plans by Lake Country Builders dated July 8, 2024.

9. Utilities shown on this Survey are located by field measurements of field markings made in accordance with Gopher State One Call Ticket Number 242064413. The utility locations are Quality Level D, as detailed in CIASCE 38-02, Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. The Surveyor makes no warranty as to the exact location of any underground utilities shown, or not shown, on this Survey, and recommends you call 811 before beginning any excavation.

10. See Stormwater Rate Control information, dated 9/11/2024, as prepared by the engineer for details on stormwater rate control and Outlet Control Structure.



**LINDGREN**  
Land Surveying

PO Box 217  
Charlottesville, MN 55317  
(952) 223-0063

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PROJ. NO. 22524R
SHEET 2 of 2
BOOK/PAGE 0050/10

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

**RESOLUTION 24-092**

**A RESOLUTION APPROVING AN ENCROACHMENT AGREEMENT WITH  
PROPERTY AT 16125 BIRCH BLUFF ROAD.**

**WHEREAS**, the City of Shorewood is a municipal corporation operating as a statutory city under the laws of the State of Minnesota; and

**WHEREAS**, the property owner located at 26125 Birch Bluff Road within the City of Shorewood is requesting to install a driveway within the unimproved 3<sup>rd</sup> Street Right of Way on the east side of the house; and

**WHEREAS**, the improvements would be for providing access to a new single family residence being built on a vacant lot that was platted in 1995; and

**WHEREAS**, the improvements would connect to an existing private shared driveway in which the owner of 16125 Birch Bluff Road has secured permission to connect.

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

1. The Encroachment Agreement with the property owner of 16125 Birch Bluff Road is hereby approved.
2. This resolution authorizes the Mayor and City Clerk, on behalf of the city, to sign the agreement and execute any other necessary documentation to validate the agreement.

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

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**



## City Council Meeting Item

Item  
8A

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**Title/Subject: Public Hearing – Certification of Assessments for Unpaid Charges**

Meeting Date: November 12, 2024

Prepared by: Jeanne Schmuck, Finance Director

Reviewed by: Marc Nevinski, City Administrator

**Attachments: Resolution 24-093 Certification of Assessments for Unpaid Charges**

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### **Background**

Pursuant to Shorewood City Code 903.09, Subd. 3(e) *Tax Assessments*, all delinquent accounts may be certified by the Clerk who shall prepare an assessment roll each year providing for assessment of the delinquent accounts against the respective property served. This assessment roll shall be delivered to the City Council for adoption prior to November 30 of each year and upon approval thereof, the Clerk shall certify to the County Auditor the amount due, plus a certification fee as established by ordinance of the City Council, and the County Auditor shall thereupon enter the amount as part of the tax levy on the premises to be collected during the ensuing year. The action may be optional or subsequent to taking legal action to collect delinquent accounts.

The City of Shorewood is responsible for providing water, sanitary sewer, storm water, recycling and other services to property owners within the city limits. The City has established fees for the provision of these services as delineated in the City's Master Fee Schedule. All delinquent accounts were notified of the process pursuant to state statute and had sufficient time to make payment arrangements or pay the unpaid charges. In addition, all delinquent account holders were notified that property owners wishing to object to proposed assessments against their property should do so during the November 12, 2024 City Council meeting where the City Council would consider the assessment levied against their property.

### **Financial Considerations**

Assessing unpaid charges ensures that costs are recovered for services.

### **Action Requested**

Staff recommends the City Council hold the public hearing and consider any property owner objections to the proposed assessments. After the public hearing, Staff recommends approval of the attached Resolution 24-093 Certifying Unpaid Charges to the 2025 Hennepin County Tax Rolls.

A majority vote of the Council is required.

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

**RESOLUTION 24-093**

**A RESOLUTION CERTIFYING UNPAID CHARGES ON THE 2025  
HENNEPIN COUNTY PROPERTY TAX ROLLS**

**WHEREAS**, pursuant to proper notice given as required by law, the Shorewood City Council has met, heard, and passed upon all objections to the proposed certifications of unpaid charges for municipal fees and utilities; and

**WHEREAS**, the delinquent amounts have been minimized through diligent collection efforts by city staff.

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

Such proposed certification of unpaid charges, a copy of which is available in the City Clerk's office and referred to as Exhibit 1 and made a part of the resolution hereof, is hereby accepted and shall continue a lien against the lands named therein.

Such certification, which is due to the County Auditor no later than November 30, 2024, shall be payable over a period of one year on or before the first Monday in January. The owner of the affected party may, at any time prior to certification of unpaid charges to the County Auditor, pay the whole of the certified unpaid charges to the city clerk on such property, including the assessment fee of \$50.00 payable to the City of Shorewood.

The clerk shall forthwith transmit a certified copy of this certification roll to the County Auditor to be extended on the property tax lists of the county and such certified unpaid charges shall be collected and paid over in the same manner as property taxes.

Hennepin County Special Assessment Division is hereby authorized to certify the unpaid charges, on the property tax rolls payable in 2025, for the following services:

Water Levy #25200	\$ 11,840.96
Sewer Levy #25202	\$ 36,819.40
Stormwater Levy #25201	\$ 16,930.69
Recycling Levy #25203	\$ 4,499.72
Delinquent Fee Levy #25204	\$ 5,750.00

Citation Fee Levy #25205	\$ 840.00
<u>Chanhassen Fee Levy #25206</u>	<u>\$ 187.51</u>
<b>Total Levy-City of Shorewood</b>	<b>\$76,868.28</b>

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

---

**Jennifer Labadie, Mayor**

**Attest:**

---

**Sandie Thone, City Clerk**

## 2024 - Certification Listing - Resolution

<b>Account</b>	<b><u>Total</u></b>
005134-000	594.20
005186-000	1,204.66
005224-000	307.30
005338-000	929.17
005386-000	1,049.41
005478-000	1,114.54
005527-000	1,576.52
005532-000	591.15
005635-000	402.20
005656-000	487.04
005680-000	1,065.17
005732-000	945.54
005782-000	640.47
005785-000	2,028.34
006290-000	938.08
006308-000	979.43
006363-000	220.64
006379-000	769.73
006379-001	302.68
006379-002	302.68
006379-003	302.68
006379-004	302.68
006379-005	302.68
006379-006	302.68
006379-007	302.68
006379-008	302.68

006379-009	302.68
006379-011	302.68
006379-012	60.92
006379-013	302.68
006379-014	1,823.20
006380-000	381.68
006404-000	220.64
006426-000	752.12
006460-000	516.69
006531-000	631.02
006601-000	433.28
006654-000	803.28
006699-000	803.28
006779-000	406.05
006825-000	469.96
006855-000	854.74
006869-000	803.28
006919-000	854.74
006929-000	854.74
006979-000	854.74
006997-000	854.74
007000-000	803.28
007029-000	803.28
007041-000	854.74
007096-002	513.60
007109-000	803.28
007110-000	803.28
007118-000	263.22
007227-000	803.28
007243-000	803.28
007246-000	566.93
007509-000	803.28
007534-000	803.28
007639-000	623.26
007675-000	854.74

007680-000	803.28
007680-001	854.74
007736-000	264.50
007867-000	443.24
007992-001	459.61
008020-000	770.94
008061-001	803.28
008077-001	803.28
008174-000	803.28
008212-000	558.46
008212-005	558.46
008212-002	1,617.56
008355-000	1,441.27
008374-000	169.48
008396-000	847.28
008414-000	803.28
008422-000	872.71
008468-000	737.47
008721-000	803.28
008759-000	214.34
008820-000	623.26
008868-000	678.48
008874-000	640.88
008910-000	187.04
008917-000	854.74
008927-000	504.71
008962-000	803.28
008984-001	623.26
009037-000	1,040.00
009072-000	983.30
009077-000	1,168.35
009095-000	444.52
009097-000	783.88
009161-000	616.77

009243-000	1,182.59
009426-000	1,663.05
009462-000	1,092.84
009481-000	443.24
009499-000	602.23
009554-001	476.51
009567-000	443.24
009670-000	872.23
009677-000	806.59
009678-000	196.85
009678-000	384.36
009678-001	494.88
009723-000	206.81
009741-000	769.99
009801-000	331.37
009831-000	342.79
009849-000	321.60
<b>Total to be Certified to 2025 Property Tax</b>	<b>\$ 76,868.28</b>