

**CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
MONDAY, JANUARY 27, 2025**

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

For those wishing to listen live to the meeting, please go to [shorewoodMN.gov/CityCouncil](http://shorewoodMN.gov/CityCouncil) for the meeting link. Contact the city at 952.960.7900 during regular business hours with questions.

## **AGENDA**

### **1. CONVENE CITY COUNCIL MEETING**

A. Pledge of Allegiance

B. Roll Call

Mayor Labadie\_\_\_\_  
Maddy\_\_\_\_  
Sanschagrín\_\_\_\_  
Gorham\_\_\_\_  
DiGruttolo\_\_\_\_

C. Review and Adopt Agenda

### **Attachments**

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

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

- |   |  |
|---|--|
| A. City Council Regular Meeting Minutes of January 13, 2025 | Minutes  |
| B. Verified Claims List                                     | Claims List                                      |
| C. Hennepin County All-Hazard Mitigation Plan               | City Administrator Memo<br>Resolution 25-016     |
| D. Agreement Renewal for Davey Resource Group               | Public Works Director Memo                       |
| E. Cannabis Business Registration                           | City Clerk/HR Director Memo<br>Resolution 25-017 |
| F. Permanent Appointment - Finance Director                 | City Clerk/HR Director Memo                      |
| G. Professional Services Agreement – Campbell Knutson       | City Administrator Memo                          |



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7:00 P.M.

## MINUTES

### 1. CONVENE CITY COUNCIL REGULAR MEETING

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

City Administrator Nevinski administered the Oath of Office to Mayor Labadie and Councilmember Gorham. He explained that Councilmember DiGruttolo was unable to attend tonight's meeting but had been officially sworn in as a member of the Council on January 6, 2025.

#### A. Pledge of Allegiance

#### B. Roll Call

Present: Mayor Labadie; Councilmembers Maddy, Sanschagrín, and Gorham; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Planning Director Darling; City Planner Griffiths; Director of Public Works Morreim; Park and Recreation Manager Czech; Finance Director Schmuck, and, City Engineer Budde

Absent: Councilmember DiGruttolo

#### C. Review Agenda

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

### 2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

#### A. City Council Regular Meeting Minutes of December 9, 2024

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

#### C. Personnel Policy and MOA Updates Regarding Holidays, Adopting RESOLUTION NO. 25-004, "A Resolution Approving Shorewood employee Personnel Policy/AFSCME MOA Updates."

#### D. Shorewood Community Center Attendant Hire

#### E. 2024 Manhole Rehabilitation Project – Acceptance and Final Payment, City Project 24-02, Adopting RESOLUTION NO. 25-005, "A Resolution to Accept

Improvements and Authorize Final Payment for the 2024 Manhole Rehabilitation Project, City Project 24-02”

- F. 2025 Mileage Expense Rate
- G. Parks and Rec Sponsorship, Adopting RESOLUTION NO. 25-006, “A Resolution Accepting Sponsorship Contributions to the City of Shorewood 2025 Sponsorship Program”
- H. Surplus Items, Adopting RESOLUTION NO. 25-007, “A Resolution Declaring Inventory as Surplus and Authorizing the Sale of the Same or Disposal Of”
- I. Accept Resignation of Planning Director and Authorize Recruitment for Position
- J. Request for Additional Time to Correct a Code Violation and Schedule Hearing for property located at 452 Lafayette Avenue, Fritz Faus, on behalf of Faus Family Rental LP, Adopting RESOLUTION NO. 25-008, “A Resolution Approving a Request for Extension to Correct Code Violations and Scheduling a Hearing for Property Located at 452 Lafayette Avenue”
- K. Request for Additional Time to Correct a Code Violation for property located at 5590 Timber Lane, Ross Lumley, Adopting RESOLUTION NO. 25-009, “A Resolution Approving a Request for Extension to Correct Code Violations for Property Located at 5590 Timber Lane”
- L. Delegation Agreement for AIS Program
- M. Equitable Sharing Program Participation, Adopting RESOLUTION NO. 25-010, “A Resolution Authorizing the City of Shorewood to Maintain and Administer Federal Equitable Sharing Program Funds on Behalf of the South Lake Minnetonka Police Department”
- N. 2023 Drainage and Utility Improvements Project – Acceptance and Final Payment, City Project 23-05, Adopting RESOLUTION NO. 25-011, “A Resolution for Final Acceptance for the 2024 Drainage and Utility Improvements, City Project 23-05”
- O. League of Minnesota – Grant Navigator, Adopting RESOLUTION NO. 25-012, “A Resolution Authorizing Application for Grant Navigation Support for the City”

Motion passed.

3. MATTERS FROM THE FLOOR

4. REPORTS AND PRESENTATIONS

- A. Hennepin County Commissioner Heather Edelson

## CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

JANUARY 13, 2025

Page 3 of 13

Hennepin County Commissioner Edelson introduced herself and explained that she had previously served in the House of Representatives prior to becoming a County Commissioner. She gave an overview of statistics and demographics of District 6 and reviewed the 2025 County Budget. She explained the commitment the County had to providing quality services to residents and shared examples from their work and programs in Human Services, Public Safety, Housing, Health, Education, Resident Services, Public Works and Transportation. She briefly reviewed some of the grants that were available through the County and encouraged the City to apply.

Councilmember Sanschagrín asked what types of things the City could do to coordinate with the County related to things such as Human Services, mental health, and access to services.

County Commissioner Edelson stated that she was just named the Chair of the Human Services Committee, but did not want to answer Councilmember Sanschagrín's question without giving it some real thought and would like to circle back with an answer. She encouraged the Council to share any ideas they may have about this topic with her.

Councilmember Gorham stated that one of the things the City was facing was the State's passage of more widespread marijuana access, including local dispensaries. He asked what the Council's response can be as neighborhoods start reacting to the dispensaries being located nearby.

County Commissioner Edelson explained that she was very much in favor of medical cannabis but acknowledged the questions surrounding the dispensaries were challenging. She noted that there have been other states that have done this, so Minnesota will be able to take a look at what those cities have done so they do not have to essentially re-invent the wheel. She noted that she felt it will be important to educate the youth about what to stay away from.

Councilmember Gorham explained that the City had struggled with the location because one of its possible locations was right by the High School. He asked if Commissioner Edelson saw any 'big' decisions made by the County Commissioners in 2025 that would affect taxes in 2025 or 2026.

County Commissioner Edelson stated that she didn't know and was watching the situation. She explained that she when she first came to the Board there was a lot of conflict around HCMC and dissolving the hospital systems board and having it come to the County which she opposed. She stated that she was still getting to know the other members but noted that, personally, she was very moderate in her stance. She noted that Human Services was her background, but Public Safety was also something that she has worked on for years along with finance policy. She explained that she was surprised to learn that her fellow Commissioners can bring amendments to the meeting on the same day, so they have to be prepared and able to think on their feet.

Councilmember Maddy asked if the County tracked where the dollars line up and gave the example of the budget information indicating that more than one point seven million dollars was being spent on human services, operations, disparity reduction, and health, but explained he was not quite sure where those dollars were actually going. He asked if the County tracked which municipality received that funding and whether there was a better 'window' to know where those funds were actually going.

County Commissioner Edelson stated that they do have a breakdown of that information and noted that what she had shown in her presentation was just a larger view of the pie. She assured

## **CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES**

**JANUARY 13, 2025**

**Page 4 of 13**

the Council that they do have a delineation for each budget item which was available on their website if they type in '2025 Hennepin County Budget'.

Councilmember Maddy stated that for Shorewood, the Hennepin County tax bill was much larger than the municipal tax bill so he would like to know where that money was actually going.

County Commissioner Edelson stated that if they were not able to find the information on-line, she could send it as an attachment and agreed that it would be helpful information for them to be able to see both the direct and indirect benefits the City was getting.

Mayor Labadie asked if County Commissioner Edelson had any questions for the Council.

County Commissioner Edelson noted that she had essentially started inviting herself to some of the City's gatherings and encouraged them to let her know when there were events that she could attend.

Mayor Labadie noted that the City's Arctic Fever event was on January 17, 2025, from 5:30 to 7:30 p.m. at the Shorewood Community and Event Center and encouraged County Commissioner Edelson to come and noted that she would make sure she got added to the invitation list for other upcoming City events.

### **5. PARKS**

#### **A. Report by Commissioner Hirner on November 26, 2024, and December 10, 2024, Park Commission Meetings**

Park Commissioner Hirner gave a brief presentation on the discussion and recommendations that came out of the November 26 and December 19, 2024 Park Commission meetings.

#### **B. Field Use Policy**

Park and Recreation Manager Czech stated that the Park Commission had spent the last few months discussing a possible Field Use Policy in order to have a bit more structure in the use of the City's fields. He explained that the proposed policy was not really anything new and was essentially taking bits and pieces of other documents that already existed as well as some things from the past verbal agreements that were in place with various associations. He gave a brief overview of what was included within the Field Use Policy. He noted that the one new thing that was introduced in this proposed policy was the section on reservation priority levels. He explained that he felt this was something that was necessary now that there were so many private groups popping up that want to use the fields. He stated that the Park Commission had recommended approval of the policy, as presented.

Councilmember Gorham asked if the intent was for the policy to be updated on a yearly basis.

Park and Recreation Manager Czech stated that would be the intent, for the most part, especially for things such as the season dates, He stated that because it is a newer policy, he would also expect that it would be reviewed each year by the Park Commission for other amendments that may arise.

**CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES**

**JANUARY 13, 2025**

**Page 5 of 13**

Councilmember Gorham stated that he felt there was a lot of good stuff in the policy. He stated that in trying to understand it from an outsider's perspective, he felt that there was some language in the season dates section that was not really about season dates and were more about use and the reservation process. He stated that he felt this information really belonged in sections E. and F. of the policy. He noted that he also felt that there was some text at the bottom of section D. that was really not part of the field priority and was more about use expectations. He stated that he felt all the pertinent information had been included in the policy but recommended that the next time they update it to ensure that all the parts and text is located where they should be.

Park and Recreation Manager Czech noted that the asterisk section related to meetings under Season Dates was actually intended to be 'per season' so that could just have some clarification surrounding that qualifier.

Councilmember Sanschagrín stated that he had seen in the meeting minutes that there was a debate about whether paint would be allowed and asked if that was still up in the air.

Park and Recreation Manager Czech stated that they have language in the policy that if they were going to lining the fields, that was something that needed to be discussed with the City prior to them doing it. He stated the intent would be for the City to know what products they were utilizing and its use would have to be approved by the city, prior to its use. He stated that this type of thing was more clearly defined within the specific association agreements.

Park Commissioner Hirner explained that the purpose of that whole conversation was the spray chalk because with rain it would get washed away. He noted that the spray chalk was usually considered more environmentally friendly because it would just go down into the ground, but paint did not and the intent was to encourage more associations and users to use spray chalk on the fields rather than paint.

Councilmember Sanschagrín asked if it would make more sense to simply prohibit the use of paint on the fields.

Park Commissioner Hirner noted that he felt that there were some areas where the use of paint could not be avoided.

Councilmember Sanschagrín referenced number ten and asked if it may make sense to add some preface that says that the City discouraged the use of paint so it is clear that the City restricts its use.

Mayor Labadie asked if Park and Recreation Manager Czech met with all the organizations on an annual basis.

Park and Recreation Manager Czech stated that it varied but noted that if there was new leadership in place he liked to have an actual face-to-face meeting.

Mayor Labadie asked if Park and Recreation Manager Czech felt any of the current leadership or organizations were giving him any trouble.

Park and Recreation Manager Czech noted that, for the most part, everyone has been super agreeable.

**CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES**

**JANUARY 13, 2025**

**Page 6 of 13**

Mayor Labadie shared some of the issues that have come up in the past, for example, with people parking on the City's grass or sprinkler systems when there were larger tournaments.

Park and Recreation Manager Czech noted that the City required a pre-tournament meeting which also involved Public Works staff as well as Police and Fire, to ensure that everyone is on the same page.

Mayor Labadie stated that one major issue that she believed had occurred every year around tournaments has been people attending the games and the tournaments receiving parking tickets because they were parking illegally where they should not be parking. She stated that every year there ends up being an outcry from the public and asked if Park and Recreation Manager Czech also met with the chief of police to discuss the events and their parking situation prior to the large events.

Park and Recreation Manager Czech stated that he was not sure if the chief had been in on the meeting last year, but Public Works Director Morreim and his team do come up with a parking map that are given to the associations for the events that outlines where they can and cannot park.

City Administrator Nevinski stated that the City involves both Public Works and Public Safety in the pre-planning events, because they have had issues like those described by Mayor Labadie. He noted that he did not believe that they had issued any citations last year and have been able to nip that issue through better communications and some expansion of parking options.

Councilmember Maddy stated that he thinks the problems came about because they accidentally had two tournaments scheduled at the same time and asked if there were processes in place to avoid that kind of thing from happening again.

Park and Recreation Manager Czech stated that had also happened last year, but it had gone more smoothly. He stated that they have discussed with the associations the desire to stagger the tournaments but noted that there would still be a high volume out there because even if there were no tournaments there would still be regular practices and games. He explained that he felt that the City has been able to open up the communication lines between the two associations and the City in order to alleviate that issue.

City Administrator Nevinski stated that he wanted to give kudos to the associations for hearing the City's concerns and adapting their plans.

Park and Recreation Manager Czech stated that he agreed and stated that the associations have been great partners with the City.

**Maddy moved, Sanschagrín seconded, Adopting RESOLUTION NO. 25-013, "A Resolution Approving the Parks and Recreation Field Use Policy."**

**Motion passed.**

**6. PLANNING**

- A. City Code Amendments – Sacred Communities and Micro Unit Dwellings  
Applicant: City Initiated Request**

Planning Director Darling stated that the proposed Cide amendments were being done with the intent of being compatible with the recently adopted State statutes regarding micro unit dwellings and gave a brief overview. She noted that staff and the Planning Commission recommend approval.

Councilmember Sanschagrín asked if there was anything the City should do to proactively coordinate with this type of community to ensure that they were successful beyond the regulations.

Planning Director Darling stated that generally, when churches want to make changes to their site, they contact the City early in the process. She stated that churches usually have professional staff that understand that there would be regulations involved that they would have to follow. She explained that she would assume that they would be holding meetings upfront with them to help make sure that these would be successful. She stated that the City had not been contacted by any churches, but she felt it was better to have this prepared ahead of time.

Councilmember Sanschagrín asked if Planning Director Darling was aware of any sites that may be a good candidate for this type of use.

Planning Director Darling noted that the City had four churches and this could be proposed on any but noted that one church had a significant amount of wetland on their property but may still have areas where this use would work.

**Sanschagrín moved, Gorham seconded, Approving ORDINANCE 612, “An Ordinance Approving an Amendment to Shorewood City Code Chapter 1201 Relative to Sacred Communities and Micro-Unit Dwellings.”**

**Motion passed.**

**Sanschagrín moved, Gorham seconded, Approving RESOLUTION NO. 25-014, “A Resolution Approving the Summary Publication of Ordinance 612 regarding Sacred Communities and Micro-Unit Dwellings.”**

**Motion passed.**

**B. City Code Amendments – Administration, Amendments, Conditional Use Permits and Interim Use Permits**  
**Applicant: City Initiated Request**

Planning Director Darling gave an overview of the recommended amendments to the zoning regulations in order to add performance standards to the Conditional Use Permit and sections of the City’s procedures. She noted that staff and the Planning Commission recommend approval.

**Gorham moved, Maddy seconded, Adopting ORDINANCE 613, “An Ordinance Approving an Amendment to Shorewood City Code Chapter 1201 Relative to Administration, Amendments, Conditional Use Permits, and Interim Use Permits.**

**Motion passed.**

Gorham moved, Maddy seconded, Approving RESOLUTION NO. 25-015, “A Resolution Approving the Publication of Ordinance 613 regarding Administration, Amendments, Conditional Use Permits, and Interim Use Permits.”

Motion passed.

## 7. ENGINEERING/PUBLIC WORKS

### A. Purchase of Single Axle Hook Truck, Medium-Duty Truck, and Associated Equipment

Public Works Director Morreim outlined the request for purchase of a single axle hook truck, a medium-duty truck as well as associated equipment as part of the City's 2025 CIP. He explained that staff continually assesses the CUP and equipment for their maintenance and operational needs and reviewed the list of changes that they were currently recommending to the CIP that were based on that evaluation. He briefly reviewed the cost breakdown for the recommended purchases and outlined the proposed funding details.

Councilmember Maddy stated that he liked pavement pre-treatment so he was excited for this purchase and asked if the hook truck would require a CDL to drive it.

Public Works Director Morreim confirmed that it would require a CDL license and noted that all but two of the Public Works Department staff members were licensed commercially, and those two individuals were himself and the street inspector.

Councilmember Maddy asked if they would be using the same tank for salt brine and flooding ice rinks.

Public Works Director Morreim stated that they would use the same tank and acknowledged that they will need to work out some of the logistics including a possible future investment for a holding tank so they would be able to temporarily offload the brine, when needed.

Councilmember Sanschagrín stated that he appreciated the focus on equipment that can be used for multiple purposes and also liked that Public Works Director Morreim had included a cost-benefit analysis in his report. He asked if there were things that the City should be addressing, such as basketball hoops located in the rights-of-way that would help things run more smoothly and improve their operations.

Public Works Director Morreim stated that they had sent letters to all the homeowners who had things like basketball hoops in the rights-of-way which resulted in most of them being removed. He noted that while it is a bit of a burden, they can generally maneuver around them safely. He noted that for the remaining hoops, he will need to follow up on the letters and may eventually just start going around and collecting them.

Mayor Labadie asked about the turnaround time on the arrival of these trucks and the attachments and noted the length of time it has taken from the time the Excelsior Fire District truck was ordered to its arrival.

Public Works Director Morreim stated that it varied a bit and noted that they were hoping to get the plow within the next few weeks, the medium-duty truck within about a month, the other trucks

he expected to be four to six months, and the other equipment would most likely arrive in the late fall.

**Sanschagrin moved, Gorham seconded, Approving the Quotes and Purchases of a single-axle truck, medium-duty truck, and associated equipment as outlined.**

**Motion passed.**

## **8. GENERAL/NEW BUSINESS**

- A. Utility and Recycle Rates Ordinance**
- B. Zoning and Land Use Fee Ordinance**
- C. 2025 Master Fee Schedule**

Finance Director Schmuck gave an overview of the proposed utility and recycling rates, the zoning and land use fee ordinances, and the proposed 2025 Master Fee Schedule. She noted that the Planning Commission had held public hearings regarding the two ordinances and voted to recommend approval.

Councilmember Sanschagrin asked if the City had conducted any market studies for the Shorewood Community and Event Center.

Park and Recreation Manager Czech explained that they had planned to have a more significant conversation during the Council retreat. He stated that he had been trying to analyze their rates, user groups, and try to see where they land with comparable cities. He stated that the proposed changes will help address some of the disparities that were in place for some of the rentals.

Councilmember Sanschagrin asked if the discounted rates were only for Shorewood residents..

Park and Recreation Manager Czech explained that the twenty-five percent non-profit discount would be for any non-profit that files proof of their non-profit status and noted that the discount was based on their residency. He explained that they would be considered 'local' if they were a resident of Shorewood, Tonka Bay, Deephaven, Excelsior, or Greenwood.

Councilmember Sanschagrin stated that he thought that Shorewood residents, even if they were not a non-profit, would also get a discount.

Park and Recreation Manager Czech confirmed that Shorewood residents do have a discounted rate over non-residents.

Councilmember Sanschagrin asked if it would make sense for the City to review all the fees that were in place, for example, the dog licensing. He asked if they may want to optimize the fees and align them with leading practices of other communities.

Finance Director Schmuck explained that the various City departments reviewed the fees on an annual basis based on their existing expenses as well as what neighboring communities do, but cautioned that the City cannot base their fees on what neighboring communities were charging because it needed to be based on what the actual expenses were. She reiterated that staff analyzes every line item fee on an annual basis.

**CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES**

**JANUARY 13, 2025**

**Page 10 of 13**

Councilmember Sanschagrín explained that he has had some conversations with residents about whether the City actually needed to license dogs and asked if the City reminded people about renewal of their licenses every year.

Finance Director Schmuck noted that she believed information was into the newsletter and that staff also followed up on dog licenses that have not been renewed.

Mayor Labadie thanked Finance Director Schmuck for putting together such a well-prepared report.

**Maddy moved, Sanschagrín seconded, Adopting ORDINANCE 614, “An Ordinance Approving Amendments to Shorewood City Code Chapter 1301.02 (Utility and Recycling Charges).”**

**Motion passed.**

**Sanschagrín moved, Maddy seconded, Adopting ORDINANCE 615, “An Ordinance Approving Amendments to City Code section 1301.03 (Land Use Fees).”**

**Motion passed.**

**Gorham moved, Sanschagrín seconded, Adopting RESOLUTION 25-001, “A Resolution Approving the Summary Publication for Ordinance 615 Amendments to Shorewood City Code, Chapter 1301.03 (Land Use Fees)”.**

**Motion passed.**

**Maddy moved, Gorham seconded, Adopting RESOLUTION 25-002, “A Resolution Approving the 2025 Master Fee Schedule.”**

**Motion passed.**

**D. 2025 Annual Appointments and Designations**

City Administrator Nevinski gave an overview of the annual decisions the Council makes related to appointments and designations.

Mayor Labadie stated that because Councilmember DiGruttolo was not able to attend tonight's meeting she had requested that City Administrator Nevinski get input from her about potential conflicts.

City Administrator Nevinski explained that he had not reached out to Councilmember DiGruttolo because of her schedule, but noted that she had been serving on the Park Commission which meets on Tuesday nights. He suggested that the Council move forward with making appointments and they could deal with potential conflict situations on an as-needed basis.

The Council discussed various appointments and designations and came to consensus on the following:

Acting Mayor: Councilmember Maddy

**CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES**

**JANUARY 13, 2025**

**Page 11 of 13**

Park Commission Liaison, January – June: Councilmember Gorham  
Park Commission Liaison, July – December: Councilmember Sanschagrín  
Planning Commission Liaison, January – June: Councilmember DiGruttolo  
Planning Commission Liaison, June – December: Councilmember Maddy  
Lake Minnetonka Communications Commission: Councilmember Sanschagrín  
Alternate Lake Minnetonka Communications Commission: Councilmember Gorham  
South Lake Minnetonka Police Department Coordinating Committee: Mayor Labadie  
Alternate South Lake Minnetonka Police Department Coordinating Committee: Councilmember Sanschagrín  
Excelsior Fire District Board Member: Councilmember Maddy  
Alternate Excelsior Fire District Board Member: Councilmember DiGruttolo  
Mound Fire Department Advisory Committee: Councilmember Maddy  
Alternate Mound Fire Department Advisory Committee: Councilmember Gorham  
Weed Inspector: Mayor Labadie  
Assistant Weed Inspector: Public Works Director Morreim  
Electronic Funds Transfer Authority: City Administrator Nevinski; Finance Director Schmuck; Senior Accountant Nguyen  
City Attorney: Jared Shepherd, Campbell Knutson, P.A.  
City Prosecutor: Alina Schwartz, Campbell Knutson, P.A.  
Official Depositories: Alerus Bank, 4M Fund, Oppenheimer and Co., Inc. and other depositories, as necessary  
Official Newspaper: Sun Sailor (and Laker Pioneer News, as applicable)

**Sanschagrín moved, Maddy seconded, Adopting RESOLUTION NO. 25-003, “A Resolution Designating 2025 Annual Appointments to Certain Offices and Positions within the City of Shorewood”, as discussed.**

**Motion passed.**

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

**A. Staff**

Park and Recreation Manager Czech reminded the Council that Arctic Fever would be on January 17, 2025, from 5:30 to 7:30 p.m. at the Shorewood Community and Event Center with a number of fun family-friendly activities planned but explained that due to the lack of snow, they would not be able to do their Saturday festivities as originally planned. He stated that warming houses were open for the season and has heard that there has been a lot of ice usage recently.

Public Works Director Morreim noted that over the four weeks, there has not been a ton of weather they have had to deal with which allowed them to do a fair amount of buckthorn removal in conjunction with Sentence to Serve from Hennepin County. He stated in addition to the buckthorn removal they have also continued working on some of the right-of-way removals and managing the ice.

Councilmember Sanschagrín asked how the City was doing with ash tree removals.

Public Works Director Morreim stated that they have been doing some within the parks and noted that there are a number, especially in Freeman, that have been marked for removal. He explained that it was likely that they would be doing those removals over the next few months as time

## CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

JANUARY 13, 2025

Page 12 of 13

allowed. He stated that removals in the right-of-way have had a fair amount of ash trees and noted that they would also be doing some ash tree removals as part of the Eureka project. He explained that they would be removing a fair amount of them this year and had plans to ramp up their tree planting next year.

Mayor Labadie asked if the City had gotten many entries for the name the snowplow contest.

Park and Recreation Manager Czech explained that the name the snowplow entries would only be accepted at the Arctic Fever event this coming Friday, but noted that there were submissions for the coloring contest prior to the event.

Mayor Labadie noted that judging for the contest would take place between January 20-31, 2025, online. She reminded residents that the winning submission would get their picture taken with the snowplow and would also receive a ride in it.

Councilmember Gorham asked if coloring contest submissions would still be accepted at the event.

Park and Recreation Manager Czech stated that they could be submitted anytime prior to the Arctic Fever event.

City Engineer Budde stated that they have a final draft of the Pavement Management Plan and would present it to the Council sometime in February. He stated that staff was also continuing work on the final design of the mill and overlay project which would also come before the Council in February.

Finance Director Schmuck stated that staff had been busy setting up 2025 financial statements within their integrated financial system. She stated that the preliminary audit for 2024 will be on January 16, 2025, and the fieldwork audit would be conducted the last week in March and the first week of April. She stated that in addition to those, they were also working on preparation of materials for the upcoming Council retreat.

Planning Director Darling stated that typically during this year of year, the City does its annual deer survey, however, they were low on snow cover which was required in order to have a successful survey. She noted that they were not able to complete the survey last year because of the lack of snow and explained that it may happen again this year, depending on the weather.

City Administrator Nevinski stated that the City had a demo earlier today on some potential agenda software which would change what the Council packets look like and how things are delivered because it puts everything in an electronic process. He explained that staff was excited about what they saw and the potential efficiencies that could be gained through this software. He noted that the City had budgeted for these potential expenses in 2025 and hoped that they will have something to roll out by mid-year. He stated that a draft of the Highway 7 RFP had been shared to the other communities.

### **B. Mayor and City Council**

Councilmember Gorham asked if this was the last meeting before Planning Director Darling would retire.

**CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES  
JANUARY 13, 2025  
Page 13 of 13**

Mayor Labadie stated that there would be one more meeting before she retired.

Councilmember Gorham explained that he would then wait to the next meeting to tell everyone how amazing she was and how much he had appreciated her patience and the knowledge that she had shared over the years.

Councilmember Maddy stated that the Excelsior Fire District was still awaiting their pumper truck and noted that the Relief Association had a good year for their investments and were over one-hundred thirty percent funded.

Mayor Labadie stated that she had attended the SLMPD quarterly meeting and explained that one officer had resigned to move to another State, which would be a huge loss to the Department because he was a really great officer. She noted that they were currently advertising for a replacement officer and had begun the interview process. She stated that earlier today she had attended the Regional Council of Mayors meeting and gave a brief overview of their discussion topics.

**10. ADJOURN**

**Maddy moved, Sanschagrín seconded, Adjourning the City Council Regular Meeting of January 13, 2025, at 8:54 P.M.**

Motion passed.

**ATTEST:**

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

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



## City Council Meeting Item

Item 2B
------------

**Title/Subject:** Verified Claims  
**Meeting Date:** January 27, 2025  
**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:

Payroll-01-14-2025-ACH	\$59,781.49
Carlson's Lloveable Llamas-Arctic Fever	\$450.00
Payroll-01-14-21025-AP	\$50,837.81
Council-01-27-2025-Xcel Eng.	\$3,288.16
Council-01-27-2025 for 2024 Items	\$29,989.46
Council-01-25-2025	\$547,250.32

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**Total Claims: Checks & ACH** **\$691,597.24**

**Financial or Budget Considerations**

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

**Action Requested**

Motion to approve the claims list as presented.

# Clearing House

## Distribution Report

User: mnguyen  
Printed: 01/14/2025 - 1:37PM  
Batch: 00014.01.2025



<b>Account Number</b>	<b>Debit</b>	<b>Credit</b>	<b>Account Description</b>
700-00-1010-0000	0.00	59,781.49	CASH AND INVESTMENTS
700-00-2170-0000	59,781.49	0.00	GROSS PAYROLL CLEARING
	<hr/>	<hr/>	
	59,781.49	59,781.49	
	<hr/>	<hr/>	
Report Totals:	59,781.49	59,781.49	
	<hr/>	<hr/>	

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
Printed: 01/16/2025 - 2:31PM  
Batch: 00002.01.2025 - Lloveable Llamas-AF-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 580	RICK CARLSON				
202131	2025 Arctic Fever Event - Llamas	450.00	01/16/2025	101-53-4441-0000	ACH Enabled: False
	Check Total:	450.00			
	Total for Check Run:	450.00			
	Total of Number of Checks:	1			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 01/16/2025 - 3:25PM  
 Batch: 00003.01.2025 - Payroll-01-14-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5	EFTPS - FEDERAL W/H				
PR-01-14-2025	PR Batch 00001.01.2025 Medicare Employee Pc	1,346.39	01/14/2025	700-00-2174-0000	ACH Enabled: True PR Batch 00001.01.2025 Medicare Employee
PR-01-14-2025	PR Batch 00001.01.2025 Federal Income Tax	9,592.27	01/14/2025	700-00-2172-0000	PR Batch 00001.01.2025 Federal Income T
PR-01-14-2025	PR Batch 00001.01.2025 FICA Employer Portion	5,756.94	01/14/2025	700-00-2174-0000	PR Batch 00001.01.2025 FICA Employer I
PR-01-14-2025	PR Batch 00001.01.2025 Medicare Employer Po	1,346.39	01/14/2025	700-00-2174-0000	PR Batch 00001.01.2025 Medicare Emplo
PR-01-14-2025	PR Batch 00001.01.2025 FICA Employee Portio	5,756.94	01/14/2025	700-00-2174-0000	PR Batch 00001.01.2025 FICA Employee
	Check Total:	23,798.93			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457				
PR-01-14-2025	PR Batch 00001.01.2025 Deferred-MissionSq-FI	2,275.00	01/14/2025	700-00-2176-0000	ACH Enabled: True PR Batch 00001.01.2025 Deferred-Missior
	Check Total:	2,275.00			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE				
PR-01-14-2025	PR Batch 00001.01.2025 State Income Tax	4,377.42	01/14/2025	700-00-2173-0000	ACH Enabled: True PR Batch 00001.01.2025 State Income Tax
	Check Total:	4,377.42			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457				
PR-01-14-2025	PR Batch 00001.01.2025 Deferred Comp-MSRS	3,525.00	01/14/2025	700-00-2176-0000	ACH Enabled: True PR Batch 00001.01.2025 Deferred Comp-1
	Check Total:	3,525.00			
Vendor: 665	OPTUM BANK				
PR-01-14-2025	PR Batch 00001.01.2025 HSA-Optum Bank-Ber	1,215.03	01/14/2025	700-00-2183-0000	ACH Enabled: True PR Batch 00001.01.2025 HSA-Optum Ban
PR-01-14-2025	PR Batch 00001.01.2025 HSA-Optum Bank-Em	2,329.25	01/14/2025	700-00-2183-0000	PR Batch 00001.01.2025 HSA-Optum Ban
	Check Total:	3,544.28			
Vendor: 9	PERA				
	Check Total:	3,544.28			ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
PR-01-14-2025	PR Batch 00001.01.2025 MN-PERA Deduction	6,183.00	01/14/2025	700-00-2175-0000	PR Batch 00001.01.2025 MN-PERA Dedu
PR-01-14-2025	PR Batch 00001.01.2025 MN PERA Benefit Em	7,134.18	01/14/2025	700-00-2175-0000	PR Batch 00001.01.2025 MN PERA Benef
	Check Total:	13,317.18			
	Total for Check Run:	50,837.81			
	Total of Number of Checks:	6			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 01/22/2025 - 3:55PM  
 Batch: 00011.12.2024 - Council-01-27-2025-Excel-2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 1	ACH Enabled: True
908654210	Lift Station Street Lights	375.00	12/31/2024	611-00-4380-0000	L.S. Street Lights
908654210	Amesbury	1,363.97	12/31/2024	601-00-4394-0000	Amesbury
908654210	P.W. Bldg Svc	201.03	12/31/2024	101-32-4380-0000	P.W. Bldg Svc
908654210	Boulder Bridge	43.36	12/31/2024	601-00-4396-0000	Boulder Bridge
908654210	Parks	285.19	12/31/2024	101-52-4380-0000	Parks
908654210	P.W. Street Lights Svc	454.14	12/31/2024	101-32-4399-0000	P.W. Street Lights Svc
908654210	C.H. Svcs	565.47	12/31/2024	101-19-4380-0000	C.H. Svcs
Check Total:		3,288.16			
Total for Check Run:		3,288.16			
Total of Number of Checks:		1			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 01/22/2025 - 2:05PM  
 Batch: 00010.12.2024 - Council-01-27-2025-Items-2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1412	ARVIG	403.95	01/27/2025	Check Sequence: 1 101-19-4321-0000	ACH Enabled: False
3101049-Dec2024	Act#3101049-Monthly Phones Services				
	Check Total:	403.95			
Vendor: 677	BOLTON & MENK, INC.	3,788.50	01/27/2025	Check Sequence: 2 420-00-4303-0000	ACH Enabled: True
353774	2025 Mill & Overlay				
	Check Total:	3,788.50			
Vendor: 146	CITY OF MINNETONKA	279.18	01/27/2025	Check Sequence: 3 101-33-4245-0000	ACH Enabled: False
1536	2024-Salt Brine Winter OPS				
	Check Total:	279.18			
Vendor: 149	CITY OF TONKA BAY	1,988.10	01/27/2025	Check Sequence: 4 601-00-4260-0000	ACH Enabled: False
4th Qtr-2024	Quarterly Water Service				
4th Qtr-2024	Quarterly Sewer Service	2,941.92	01/27/2025	611-00-4400-0000	
	Check Total:	4,930.02			
Vendor: 1383	DAKOTA COUNTY TECHNICAL COLLEGE	800.00	01/27/2025	Check Sequence: 5 101-32-4331-0000	ACH Enabled: False
C10000005626	Defensive Driving Training-10/21/2024				
	Check Total:	800.00			
Vendor: 1503	FLOORCOAT MIDWEST, LLC	1,034.25	01/27/2025	Check Sequence: 6 631-00-4680-0000	ACH Enabled: False
PV#Final-Manhol	PV# Final - 2024 Manhole Rehabilitation Project				
	Check Total:	1,034.25			
Vendor: 1366	GILBERT MECHANICAL CONTRACTORS, LLC	1,347.97	01/27/2025	Check Sequence: 7 601-00-4223-0000	ACH Enabled: True
254887	Badger Park Heater				

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	1,347.97			
Vendor: 689	COMMUNITY CORRECTION & REHAB ROOM & BOARD HENNEPIN COUNTY ACCO			Check Sequence: 8	ACH Enabled: False
1000237069	REC0001086-View Recorded Documents	7.50	01/27/2025	101-18-4400-0000	RecordEase Payment
1000237949	Dec-2024- Room & Board-Brian Jeffrey Rush	2,060.00	01/27/2025	101-21-4440-0000	RecordEase Payment
	Check Total:	2,067.50			
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHNOLOGY DEPARTMENT			Check Sequence: 9	ACH Enabled: True
1000237624	Monthly Radio Fleet & MESB-Dec-2024	222.24	01/27/2025	101-32-4321-0000	
	Check Total:	222.24			
Vendor: 471	HENNEPIN COUNTY LAND INFO AND TAX SERVICES DEPT.			Check Sequence: 10	ACH Enabled: False
26-2023-AC-2024	TIF District Fees-2024	972.22	01/27/2025	470-00-4400-0019	
	Check Total:	972.22			
Vendor: 1355	JDP ELECTRICAL SERVICES, INC.			Check Sequence: 11	ACH Enabled: False
9473	Instal Heater & Park MTCE	250.00	01/27/2025	101-52-4223-0000	
9473	Instal Heater & Park MTCE	996.07	01/27/2025	201-00-4223-0000	
9496	Misc. Electric MTCE @ PW's	812.50	01/27/2025	101-32-4223-0000	
	Check Total:	2,058.57			
Vendor: 1527	SARAH FISHER JOHNSON			Check Sequence: 12	ACH Enabled: False
26165BBR-Irriga	Irrigation Repair Reimbursement- 26165 Birch E	739.55	01/27/2025	414-00-4680-0000	
	Check Total:	739.55			
Vendor: UB*00648	Carolyn & Almond Krueger			Check Sequence: 13	ACH Enabled: False
	Refund Check 008296-000, 19482 Waterford Ct	432.66	01/27/2025	601-00-2010-0000	
	Refund Check 008296-000, 19482 Waterford Ct	172.90	01/27/2025	631-00-2010-0000	
	Refund Check 008296-000, 19482 Waterford Ct	421.52	01/27/2025	611-00-2010-0000	
	Refund Check 008296-000, 19482 Waterford Ct	172.92	01/27/2025	621-00-2010-0000	
	Check Total:	1,200.00			
Vendor: 1378	MAYA MAINTENANCE LLC			Check Sequence: 14	ACH Enabled: True
1356	Janitorial Services-PW's Building	520.00	01/27/2025	101-32-4400-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
1357	Janitorial Services-SCEC	460.00	01/27/2025	201-00-4400-0000	
1357	Janitorial Services-SCEC-Event Setup/Teardown	175.00	01/27/2025	201-00-4248-0000	
	Check Total:	1,155.00			
Vendor: 1431	ROBB'S ELECTRIC, INC.			Check Sequence: 15	ACH Enabled: False
47877	Electrical Work-Amesbury	250.00	01/27/2025	601-00-4223-0000	
	Check Total:	250.00			
Vendor: 1176	SCHNEIDER EXCAVATING & GRADING, INC.			Check Sequence: 16	ACH Enabled: False
PV-FinalDrainage&Ut	Final Payment Voucher-2023 Shorewood Drains;	8,101.49	01/27/2025	631-00-4680-0000	
	Check Total:	8,101.49			
Vendor: 1370	TOSHIBA AMERICA BUSINESS SOLUTIONS			Check Sequence: 17	ACH Enabled: False
6459705	US0168238MA-Monthly Service Fee	13.72	01/27/2025	201-00-4400-0000	
	Check Total:	13.72			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 18	ACH Enabled: True
21637	Monthly Water Testing-Dec-2024	120.00	01/27/2025	601-00-4400-0000	
	Check Total:	120.00			
Vendor: 421	VERIZON WIRELESS			Check Sequence: 19	ACH Enabled: False
6102557552	612-581-6609-Wade Woodward	41.39	01/27/2025	101-24-4321-0000	Acct #842017386-00001
6102557552	612-581-2856-Eric Wilson	41.39	01/27/2025	101-13-4321-0000	Acct #842017386-00001
6102557552	612-581-4949-Sandie Thone	41.39	01/27/2025	101-13-4321-0000	Acct #842017386-00001
6102557552	612-581-5835-Mitchell Czech	41.39	01/27/2025	201-00-4321-0000	Acct #842017386-00001
6102557552	612-581-3780-Marie Darling	41.39	01/27/2025	101-18-4321-0000	Acct #842017386-00001
6102557552	763-204-5849-Jake Griffiths	41.39	01/27/2025	101-18-4321-0000	Acct #842017386-00001
6102557552	612-581-3931-Marc Nevinski	46.39	01/27/2025	101-13-4321-0000	Acct #842017386-00001
6102557552	612-581-4018-Jeanne Schmuck	46.39	01/27/2025	101-18-4321-0000	Acct #842017386-00001
6102557552	612-292-2968/7023/1196 & 612-368-0176	164.18	01/27/2025	101-52-4321-0000	Acct #842017386-00001
	Check Total:	505.30			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	29,989.46			
	Total of Number of Checks:	19			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 01/22/2025 - 3:36PM  
 Batch: 00004.01.2025 - Council-01-27-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 102	ABDO LLP				ACH Enabled: True
500468	2024 Audit Progress Service	8,900.00	01/27/2025	Check Sequence: 1 101-16-4301-0000	
	Check Total:	8,900.00			
Vendor: 105	ADVANCED IMAGING SOLUTIONS				ACH Enabled: True
INV347648	Konica Minolta/C658 Copier-Toner	17.04	01/27/2025	Check Sequence: 2 101-19-4221-0000	
	Check Total:	17.04			
Vendor: 1429	AMAZING BALLOONS MN LLC				ACH Enabled: False
1172025	2025-Arctic Fever-Art/Face Painting	750.00	01/27/2025	Check Sequence: 3 101-53-4441-0000	
	Check Total:	750.00			
Vendor: 1509	BLUE NET INC				ACH Enabled: True
61587	Monitors-Andy Eslinger	353.77	01/27/2025	Check Sequence: 4 403-00-4640-0000	
61588	Computer-Laptop-Brenda Pricco	1,792.76	01/27/2025	403-00-4640-0000	
61635	Monthly Network Service	3,865.91	01/27/2025	101-19-4321-0000	
61701	Laptop	1,709.26	01/27/2025	403-00-4640-0000	
	Check Total:	7,721.70			
Vendor: 186	FERGUSON WATERWORKS, LLC. No.2518				ACH Enabled: False
0541574-1	Water Meters Purchased	1,823.48	01/27/2025	Check Sequence: 5 601-00-4265-0000	
	Check Total:	1,823.48			
Vendor: 1322	GOVERNMENTJOBS.COM, INC.				ACH Enabled: True
INV-128305	NeoGov Insight Annual-02/28/25 to 02/27/26	4,997.90	01/27/2025	Check Sequence: 6 101-13-4400-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	4,997.90			
Vendor: 211 6960260	HAWKINS, INC. Chemical Tank Rental	150.00	01/27/2025	Check Sequence: 7 601-00-4400-0000	ACH Enabled: True
	Check Total:	150.00			
Vendor: 471 2024-TNT-Notice	HENNEPIN COUNTY LAND INFO AND TAX SERVICES DEPT. 2024-25 TNT Notices	968.38	01/27/2025	Check Sequence: 8 101-16-4400-0000	ACH Enabled: False
	Check Total:	968.38			
Vendor: 896 20378602	HUEBSCH SERVICES City Hall - Mats	267.67	01/27/2025	Check Sequence: 9 101-19-4223-0000	ACH Enabled: True
	Check Total:	267.67			
Vendor: 1515 817951	KATH FUEL OIL SERVICE CO. Fuel	1,325.77	01/27/2025	Check Sequence: 10 101-32-4212-0000	ACH Enabled: False
	Check Total:	1,325.77			
Vendor: 279 1181427	METROPOLITAN COUNCIL (WASTEWATER) Monthly Waste Water Svc -Feb-2025	89,535.36	01/27/2025	Check Sequence: 11 611-00-4385-0000	ACH Enabled: True
	Check Total:	89,535.36			
Vendor: 325 1839836	ON SITE SANITATION -TWIN CITIES South Shore-5355 St Albans Bay	83.30	01/27/2025	Check Sequence: 12 101-52-4400-0000	ACH Enabled: True
1839837	Freeman Park-6000 Eureka Rd	83.30	01/27/2025	101-52-4400-0000	
1839838	Christmas Lk Rd-5625 Merry Ln	186.83	01/27/2025	101-52-4400-0000	
1839839	Cathcart Park-26655 W- 62nd St	83.30	01/27/2025	101-52-4400-0000	
1839840	Silverwood Pk-5755 Covington R	83.30	01/27/2025	101-52-4400-0000	
	Check Total:	520.03			
Vendor: 903 263655	PERRILL ROWay Web App-Monthly	75.00	01/27/2025	Check Sequence: 13 611-00-4400-0000	ACH Enabled: True
263655	ROWay Web App-Monthly	75.00	01/27/2025	601-00-4400-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	150.00			
Vendor: 336	PITNEY BOWES BANK INC PURCHASE POWER				ACH Enabled: True
Refill-1322332-Jan-20	Acct #8000-9000-0743-8223-Ref:PB#3518081	1,000.00	01/27/2025	101-13-4208-0000	Check Sequence: 14
Refill-1322332-Jan-20	Acct #8000-9000-0743-8223-Ref:PB#3518081	9.75	01/27/2025	101-13-4208-0000	
	Check Total:	1,009.75			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.				ACH Enabled: True
M29807	Planning Meeting	408.88	01/27/2025	101-18-4400-0000	Check Sequence: 15
	Check Total:	408.88			
Vendor: 1348	TOSHIBA AMERICA BUSINESS SOLUT				ACH Enabled: True
5032776525	SCEC - Printer Lease-Acc#450-0107118-000	130.07	01/27/2025	201-00-4400-0000	Check Sequence: 16
5032863057	PW's - Printer Lease-Acc#450-0104647-000	139.22	01/27/2025	101-32-4400-0000	
	Check Total:	269.29			
Vendor: 877	TRUIST GOVERNMENTAL FINANCE				ACH Enabled: False
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	24,987.23	01/27/2025	611-00-4711-0000	Check Sequence: 17
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	65,250.00	01/27/2025	631-00-2310-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	-1,500.00	01/27/2025	611-00-2250-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	-2,250.00	01/27/2025	631-00-2250-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	37,480.84	01/27/2025	631-00-4711-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	20,822.69	01/27/2025	601-00-4711-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	43,500.00	01/27/2025	611-00-2310-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	75,317.25	01/27/2025	322-00-4711-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	36,250.00	01/27/2025	601-00-2310-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	-1,250.00	01/27/2025	601-00-2250-0000	
992300031000001-01C	2022A-GO Street Reconstruction Utility Rev Bo	125,000.00	01/27/2025	322-00-4701-0000	
	Check Total:	423,608.01			
Vendor: 411	XCEL ENERGY, INC.				ACH Enabled: True
910375331	5655 Merry Lane	27.38	01/27/2025	101-52-4380-0000	5655 Merry Lane
910576659	5500 Old Market Rd	48.65	01/27/2025	601-00-4398-0000	5500 Old Market Rd
911545168	C.H. Svcs	2.36	01/27/2025	101-19-4380-0000	C.H. Svcs

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
911545168	S.E. Area Svc	2,095.77	01/27/2025	601-00-4398-0000	S.E. Area Svc
911545168	Lift Station Street Lights	157.88	01/27/2025	611-00-4380-0000	L.S. Street Lights
911545168	Parks	85.34	01/27/2025	101-52-4380-0000	Parks
911545168	P.W. Street Lights Svc	2,409.68	01/27/2025	101-32-4399-0000	P.W. Street Lights Svc
	Check Total:	4,827.06			
	Total for Check Run:	547,250.32			
	Total of Number of Checks:	18			



## City Council Meeting Item

Item  
2C

**Title/Subject:** 2024 Hennepin County Hazard Mitigation Plan  
**Meeting Date:** January 27, 2025  
**Prepared by:** Marc Nevinski, City Administrator  
**Attachments:** **Resolution**

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### **Background**

Hennepin County Emergency Management (HCEM) maintains the County Hazard Mitigation Plan in coordination with local units of government. The most recent revision of the plan occurred over the past year and collected information and input from the emergency management contacts across the County as well as the public.

The purpose of this plan is to identify the County's major hazards, assess vulnerability, and to reduce risk using a variety of data and best practice measures to implement mitigation projects. This plan identifies goals, objectives, recommended actions, and costs by reviewing and working on initiatives with each county jurisdiction or partner to reduce and/prevent injury and damage from hazardous events. The intent of the plan is to provide unified guidance for coordinating mitigation efforts prior to or following a major emergency/disaster by implementing an on-going comprehensive county hazard mitigation strategy intended to reduce the impact of loss of life and property due to effects of natural hazards. Adoption of the document will allow Shorewood to be eligible for hazard mitigation funding and supports the City's eligibility for post disaster funding.

The plan, which consists of over 700 pages in three volumes, can be viewed on the <https://shorewoodmn.gov/232/Public-Safety> .

### **Financial Considerations**

Adoption of the document will allow Shorewood to be eligible for hazard mitigation funding and support the City's eligibility for post disaster funding.

### **Action Requested**

Motion to approve the attached resolution adopting the 2024 Hennepin County Hazard Mitigation Plan.

A majority vote by the Council is required.

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

**RESOLUTION 25-016**

**RESOLUTION APPROVING ADOPTION OF THE HENNEPIN COUNTY 2024 HAZARD MITIGATION PLAN**

**WHEREAS**, the City of Shorewood has participated in the hazard mitigation planning process as established under the federal Disaster Mitigation Act of 2000; and

**WHEREAS**, the Act establishes a framework for the development of a County Hazard Mitigation Plan; and

**WHEREAS**, the Act as requires public involvement and local coordination among neighboring local units of government and businesses in the assessment and planning process; and

**WHEREAS**, the Hennepin County Plan includes a risk assessment including county disaster history, an inventory of hazards that threaten the County, an estimate of infrastructure at risk, a general description of population, land use and development trends; and

**WHEREAS**, the Hennepin County Plan includes a mitigation strategy including goals and objectives and an action plan identifying specific mitigation projects and costs that will reduce disaster impacts; and

**WHEREAS**, the Hennepin County Plan includes a maintenance or implementation process including plan updates, integration of the plan into other planning documents and how Hennepin County will maintain public participation and coordination; and

**WHEREAS**, the Plan has been shared with the Minnesota Division of Homeland Security and Emergency Management and the Federal Emergency Management Agency for review and comment; and

**WHEREAS**, this Hennepin County All-Hazard Mitigation Plan is multi-jurisdictional in scope and cities that participated in the planning process may choose to adopt the County Plan and be included in eligibility to apply for federal mitigation grants.

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA BE IT RESOLVED, that the City of Shorewood adopts the 2024 Hennepin County All-Hazard Mitigation Plan.

Adopted by the City Council of Shorewood, Minnesota this 27<sup>th</sup> day of January 2025.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**



## City Council Meeting Item

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Item  
2D

**Title/Subject:** Agreement Renewal for Davey Resource Group  
**Meeting Date:** January 27, 2025  
**Prepared by:** Matt Morreim, Public Works Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Service Agreement & Fee Schedule – Davey Resource Group

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### **Background:**

The City utilizes Davey Resource Group to provide a variety of services in managing the City's tree canopy. These services include:

- Professional arborists opinions and evaluations.
- Educational consultation to homeowners through the city's tree program.
- Planning and management of the city's tree management plan and future planting plan.
- Grant writing.
- Employee training – Pruning, etc.

Davey has continued to provide consistent high-quality and responsive services to the City of Shorewood. Davey staff have extensive knowledge and experience in urban forestry, arboriculture and EAB management.

### **Financial Considerations:**

The city budget accounts and programs forestry services as part of the operating budget.

### **Action Requested:**

Motion to approve the renewal of the Davey Resource Group agreement for services in 2025.

A majority vote by the Council is required.

## SERVICES AGREEMENT

This Services Agreement (this “Agreement”), dated as of January 27, 2025 (the “Effective Date”), is entered into by and between **DAVEY RESOURCE GROUP, INC.**, with offices located at 295 S. Water Street, Kent, Ohio 44240 (“Davey”), and **City of Shorewood**, with offices located at 5775 Country Club Road, Shorewood, MN 55331 (“Customer”).

### RECITALS

- A. Davey is a leading provider of a full range of natural resource and forestry consulting services.
- B. Customer desires to retain Davey to perform certain services, and Davey desires to perform the services for Customer, upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exclusive Terms and Conditions. The parties intend for this Agreement, together with Exhibit A, to exclusively govern and control each of the parties’ respective rights and obligations regarding the Services (as defined below). Without limiting the foregoing, any additional or different terms contained in any purchase or work order, or other request or communication from Customer pertaining to the Services, or any attempt by Customer to modify, supersede, supplement, or otherwise alter this Agreement, will not modify this Agreement nor be binding on the parties, except as agreed to in writing by Davey.

2. Services. Customer hereby retains Davey to perform the services set out in Exhibit A (the “Services”) at the direction of the customer. Davey shall furnish all labor, materials, tools, equipment, and competent supervision necessary to complete the Services. Davey will perform the Services in accordance with the specifications set forth on Exhibit A (the “Specifications”) and shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a professional consultant under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Consultant’s services.

3. Fees and Expenses.

3.1 As consideration for the performance of the Services, Customer shall pay to Davey the fees set forth on Exhibit A (the “Fees”). Customer shall pay the Fees to Davey within 30 days after receipt of each invoice from Davey (“Invoice”). Additional Services, and their related fees, may be added to Exhibit A from time to time upon terms mutually agreed upon by the parties.

3.2 Any Invoice not paid in full within 30 days of the Invoice date is subject to a late fee as specified by Minnesota Statutes Section 471.425.

3.3 Upon Customer’s request, prior to the final payment, Davey will deliver evidence that all of Davey’s indebtedness in connection with the Services has been satisfied.

4. Timing. Davey will perform the Services in accordance with a schedule mutually agreed upon by the parties. Davey will promptly respond to Customer’s inquiries and reasonable requests during the Term (as defined below).

5. Limited Warranty. For a period of 90 days from the date Services are performed (the “Warranty Period”), Davey warrants to Customer that the Services will be performed in a timely, professional, and workmanlike manner by qualified personnel (the “Limited Warranty”). If it is determined that Davey has breached the Limited Warranty, Davey will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be Customer’s sole and exclusive remedy and Davey’s entire liability for any breach of the Limited Warranty.** To the greatest extent permitted by law, except for the Limited Warranty, Davey makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.

6. Authority to Grant Access to Job Site. Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the job site (defined as city property and right of way), including all streets, sidewalks, and all surrounding property or areas necessary to gain access to or remove material from the job site. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

7. Source Materials and Documents Prepared by Davey. Customer will furnish to Davey all source materials, system diagrams, circuit diagrams, databases, and maps related to Customer’s facilities that are necessary for Davey’s performance of the Services (“Customer Source Materials”). Davey disclaims any liability for errors, omissions, or inaccuracies contained in or resulting from Customer Source Materials or information obtained from any third party or publicly available source. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by Davey in conjunction with this contract.

8. Service Reports. Upon Customer’s request during the Term, Davey will provide service reports in form and manner reasonably acceptable to Customer on a monthly basis. Davey shall defend actions or claims charging infringement of any copyright or software license by reason of the use or adoption of any software, designs, drawings or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

9. Compliance with Laws. Davey will perform the Services in compliance with applicable laws, regulations, and ordinances. Davey will maintain in effect during the Term all licenses, permissions, authorizations, consents, and permits required to perform the Services.

10. Independent Contractor. It is understood and acknowledged that in providing the Services, Davey acts in the capacity of an independent contractor and not as an employee or agent of the Customer. Davey will control the conditions, time, details, and means by which Davey performs the Services. Neither party will have the authority to commit the other party or bind the other party to any obligation or liability or to act for or on behalf of the other party.

11. Data Practices. Minnesota Government Data Practices Act. Consultant must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. Consultant is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Consultant receives a request to release data, Consultant must immediately notify City. City will give Consultant instructions concerning the release of the data to the requesting party before the data is released.

Consultant agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Consultant's officers', agents', City's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

12. Indemnification.

12.1 Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Agreement or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.

12.2 Reserved.

12.3 The indemnification obligation of the parties under this Section are contingent upon the Indemnified Party: (i) notifying the Indemnifying Party promptly of the claim and giving that party the exclusive right to control and direct the investigation, preparation, and settlement of the claim; and (ii) giving the Indemnifying Party, at the expense of the Indemnified Party, reasonable cooperation; provided, however, that the failure of the Indemnified Party to promptly give the Indemnifying Party notice shall affect that party's obligation to indemnify only to the extent the rights of that party are materially prejudiced by such failure, and further provided that the Indemnified Party may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

12.4 This Section 12 shall survive the completion of the applicable Services for a period of one (1) year.

13. **Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, to the greatest extent permitted by law, in no event shall either party be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this Agreement or in connection with any breach under this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose. To the greatest extent permitted by law, in no event shall either Party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnification obligations, or otherwise, exceed the applicable insurance limits except in the case of willful misconduct or gross negligence.**

14. Reserved.

15. Insurance. Davey, at its own expense, shall maintain during the progress of any services performed pursuant to this Agreement the following minimum limits of insurance: (a) Workers' Compensation Insurance in at least the minimum amount required by and in compliance with the laws of

the State where the services are to be performed; (b) Commercial General Liability Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Automobile Liability Insurance covering owned, non-owned, and hired vehicles used by Davey in connection with the services in an amount not less than \$2,000,000 per accident combined single limit, \$2,000,000 aggregate. The insurance required by this section may be satisfied using umbrella or excess liability policies. Before commencing work, Davey shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City. The certificate shall provide that such insurance cannot be cancelled until thirty (30) days after the City has received written notice of the insurer's intention to cancel this insurance.

16. Term. This Agreement shall commence as of the Effective Date and shall continue in effect until the completion of the Services, unless sooner terminated pursuant to Section 17 (the "Term").

17. Termination.

17.1 Either party may terminate this Agreement for convenience effective upon 30 days' prior written notice to the other party.

17.2 In the event of a material increase in labor costs occurring during the performance of this Agreement through no fault of Davey, Davey may at its option terminate this Agreement, attempt to re-negotiate the Fees, or request an equitable adjustment to the Fees. A change in labor costs shall be considered material when the labor costs increase by more than 3% during the term of this Agreement.

17.3 Upon the expiration or termination of this Agreement for any reason, Customer shall pay Davey for all work performed, and reimburse Davey for all non-cancellable costs properly incurred by Davey in connection with the Services, up to the date of expiration or termination, as applicable.

18. Survival. Termination or expiration of this Agreement does not affect any rights or obligations under this Agreement that by their nature or intent survive the termination or expiration of this Agreement.

19. Force Majeure. Notwithstanding anything to the contrary in this Agreement, Davey shall not be liable or responsible to Customer, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, if Davey's failure or delay is caused by or results from any of the following events: acts of God, flood, fire, earthquake, hurricane, epidemic, explosion, war, invasion, hostilities, terrorist threats or acts, riot, government order or law, embargoes, blockades, or other similar events beyond the reasonable control of Davey.

20. Further Assurances. Each party shall use commercially reasonable efforts to, from time to time at the request of the other party, furnish the other party the further information or assurances, execute and deliver such additional documents, instruments, and conveyances, and take other actions and do other things, as may be reasonably necessary or appropriate to carry out the provisions of this Agreement and give effect to the transactions contemplated by this Agreement.

21. Assignment. Neither Davey nor the City shall assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party. Any purported assignment or transfer in violation of this Section shall be null and void. No assignment or transfer shall relieve either Davey or the City of any of its obligations under this Agreement.

22. Severability. The invalidity, illegality, or unenforceability of any provision in this Agreement does not affect any other provision in this Agreement or the validity, legality, or enforceability of such provision in any other jurisdiction.

23. Waivers. No waiver by either party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.

24. Notices. All notices, requests, consents, claims, demands, waivers and other communications under this Agreement shall be in writing and shall be deemed to have been given: (a) when delivered by hand; (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth in this Agreement (or to such other address that may be designated by a party from time to time in accordance with this Section).

25. Entire Agreement; Amendments. This Agreement, together with Exhibit A, constitutes the entire agreement between the parties and supersedes all other communications, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may be amended, modified, or supplemented only by an agreement in writing signed by both parties.

26. Choice of Law and Forum. This Agreement will be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action or proceeding arising out of or related to the Services or this Agreement, or the matters contemplated under this Agreement, shall be instituted exclusively in the state courts located in Dakota County Minnesota, or the United States District Court for Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum.

27. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

DAVEY RESOURCE GROUP, INC.

Signature: \_\_\_\_\_

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

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

City of Shorewood

Signature: \_\_\_\_\_

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

Title: \_\_\_\_

[Signature Page to Services Agreement]

Exhibit A  
Services and Fees

November 20, 2024

Matthew Morreim  
Public Works Director  
City of Shorewood  
5755 Country Club Road  
Shorewood, Minnesota 55331

**RE: 2025 Urban Forestry Consulting Fee Schedule**

## Scope of Work

Dear Mr. Morriem,

DRG's Minnesota's-based team will provide support to the City of Shorewood's forestry program. Support may include a wide-range of field-based forestry activities and administrative-level forestry program organization and management. DRG's support will be provided on an on-demand basis, augmented by biannual or quarterly planning conversations.

Our urban foresters include college-educated biologists, ISA Certified Arborists, Minnesota Tree Inspectors, Minnesota Commercial Pesticide Applicators, and experienced professionals with municipal forestry management experience. Our entire team is positioned to help support Shorewood's tree management program and guide special projects in your community.

DRG can provide the following tasks efficiently and effectively by providing contractual, professional urban foresters. Pricing structure is provided in the next section, followed by the resumes of the primary staff identified to provide and/or support these services.

### Program Administration, Communication, Education, and Training

- **Homeowner Visits/Community Outreach. City Crew Training and Support.** Provide arboricultural training to in-house tree and landscape crews, such as risk tree identification, proper pruning, or proper planting.
- **Grant Writing.** Seek and apply for grants and complete Tree City USA applications.
- **Program Advancement.** Provide general guidance as to practices and program elements, or best practices that best advance Shorewood's goals and urban forestry program.

### Urban Forest Management

- **Tree Inventory Update. Collect, Update, or Maintain the City's Tree Inventory.** Services can be performed periodically in advance of significant capital projects for planning purposes, or seasonally to identify risk management priorities.
  - During 2025, we can provide regular updates to the tree inventory. We anticipate roughly 10 hours a month April-October based on the \$85/hr consulting rate.
- **Tree Preservation During Construction.** Assist with public works and utility reconstruction projects and improvement projects to review site plans, make tree protection recommendations, and ensure tree preservation goals are reached.

- **Plan Review.** Review landscaping plans for new development projects for best practices and industry specifications, selection of appropriate planting species, and compliance with any relevant local regulations.
- **Tree Evaluation.** Investigate resident inquiries and complaints around public risk trees, nuisance trees, and general tree concerns.
- Other management services could include: development of a risk management policy, preparation of an emergency/storm response plan, assistance with ordinance development, budget analysis for urban forestry activities, presentations to council members, etc.

**Tree Maintenance, Planning and Planting**

- **Planting Plan.** Prepare tree recommendations and maps for future planting in parks, city properties, and right-of-way areas. Supervise staking of tree planting locations.
- **Bid Specifications.** Prepare tree maintenance, pruning, removal, and planting or procurement contract specifications and perform all details required for bidding urban forestry contracts.
- **Contract Management.** Manage and oversee tree work contractors, including marking trees in the field, inspection of workmanship, and acceptance of guarantee periods.
- **Tree Installation.** Identification and marking of planting sites, submission of staking requests, and other tree planting administration. Supervise tree planting crews or volunteers to install new trees in accordance with city standards and specifications.
- **Young Tree Establishment.** Perform young tree establishment activities such as watering, mulching, and young tree structural pruning.

**Consulting Services Rates**

Rates effective January 1, 2025 to December 31, 2025. This proposal is renewable annually with yearly rate increases.

Gail Nozal, <b>Manager/Consultant</b> ISA Board Certified Master Arborist MN-0276BM, ISA Tree Risk Assessment Qualified, ISA Municipal Specialist	\$160.00/hr
Jack Spadafore, <b>Arborist/Junior Consultant</b> ISA Certified Arborist MN-4765A, ISA Tree Risk Assessment Qualified	\$95.00/hr
Kyle Schansberg, <b>Arborist/Junior Consultant</b> ISA Certified Arborist MN-4758A, ISA Tree Risk Assessment Qualified	\$90.00/hr

**Other**

Daily Vehicle Rate for Work within City of Shorewood *Homeowner visits, looking at sites per discretion of Public Works, Engineering, or Planning	\$0.67/mile based on U.S. mileage rate. New rate expected 1/1/2025
Other DRG Staff *example landscape designers for tree plans	Variable
Cost of Supplies or Materials	Cost plus 20%

## Experience and Expertise

Davey Resource Group, Inc (DRG) is the arboricultural and horticultural consulting subsidiary to The Davey Tree Expert Company. With extensive experience assisting private and commercial properties and other entities including municipalities and utilities, we work with asset managers around the country and provide customized solutions to managing and tracking vital environmental assets. Our urban forestry services have provided clients nationwide with the ability to accurately and sustainably manage their critical 'green' infrastructure.

The DRG team is devoted to providing excellent customer service through our technical expertise and our passion for innovative solutions. We recognize that our success depends on meeting your needs, and we are excited about the opportunity to collaborate with you on your project. Please feel free to contact me with any questions.

### Key Staff

**Gail Nozal** is one of the area managers for DRG. Gail has over 27 years of industry experience, and has been with Davey for over 15 years—beginning with S&S Tree, a Davey Company, and joining DRG in 2019. She has worked in municipal, non-profit, and commercial sectors.

With her wealth of industry knowledge, Gail brings specific expertise in contract forestry projects, oak wilt management, general management and operations, and public education. As Area Manager with DRG, Gail is primarily responsible for business development, operational management, and staff supervision of a Minnesota-based team focused on Urban Forestry and Ecological Consulting. Gail's experience includes completing urban forest inventories, management plans, contract forestry, plant health care diagnosis, oak wilt management, tree preservation, operations and ordinance review. Additionally, she is skilled in using various technologies to improve efficiency for urban forestry projects, and participates in public education opportunities. She also completes tree risk assessments and i-Tree tree inventories.

Gail has a Master's degree in forestry with emphasis in education and a Bachelor's degree in urban forestry, both from the University of Minnesota. She is a Board Certified Master Arborist and Municipal Specialist (#MN-0276BM) through the International Society of Arboriculture (ISA) and has an ISA Tree Risk Assessment Qualification. She is also a Certified Minnesota Pesticide Applicator (#MN20163825). Gail is a Minnesota Tree Inspector, Minnesota Certified Landscape Specialist, and Minnesota Pest Detector.

**Jack Spadafore** is an environmental technician with DRG. He specializes in stormwater mitigation and tree inventories and has over six years of industry experience with tree inventories, tree pruning, aerial lift operation, and plant health care coordination. He is particularly skilled in tree pruning, and planting and chemical treatment for diseases and invasive insects.

Jack has experience working with private landowners and cities on tree inventories, such as a park tree inventory for the City of Inner Grove Heights, Minnesota. He also assisted with the Superior National Forest project, which included spraying invasive and noxious weeds.

Jack has a Bachelor of Science degree in forest management from the University of Wisconsin-Stevens Point. He is a Certified Arborist (#MN-4765A) through the International Society of Arboriculture (ISA) and has obtained ISA Tree Risk Assessment Qualification. He is also a Certified Minnesota Pesticide Applicator (#20177428) through the Minnesota Department of Agriculture.

**Kyle Schansberg** joined DRG in 2022 as an inventory arborist in the Minnesota-St. Paul office. Bringing over four years of passion and relevant experience, Kyle conducts urban tree inventories, performs tree climbing, operates aerial-lift bucket trucks, operates small equipment, completes tree planting and maintenance, and implements integrated pest management techniques to combat common diseases and increase the health of trees.

Kyle previously worked for The Davey Tree Expert Company's Residential/Commercial (R/C) office out of South St. Paul as a climbing arborist and plant health care technician for about three years, gaining valuable experience in tree and shrub assessments, pruning, removal, and disease and pest mitigation.

Prior to joining Davey, Kyle worked for the cities of Minnetonka and Apple Valley as a certified tree inspector, where he developed a passion for combating diseases and pests to preserve urban forests and create a diverse landscape for future generations.

Kyle has a Bachelor of Science degree in forest science with a certificate in environmental studies for University of Wisconsin-Madison. He is a Certified Arborist (#MN-4758A) through the International Society of Arboriculture (ISA) and has obtained ISA Tree Risk Assessment Qualification. He is also a Certified Pesticide Applicator in Minnesota (#20204207) and Wisconsin (#507559), and has a Class A Commercial Driver's License. Kyle is also a member of the International Society of Arboriculture and Forest Stewards Guild professional organizations.

Sincerely,



**Gail Nozal**

**Area Manager**

Davey Resource Group, INC.

ISA Board Certified Master Arborist MN-0276BM

[www.daveyresourcegroup.com](http://www.daveyresourcegroup.com)

# AUTHORIZATION TO PROCEED

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The following pricing options have been developed for consultations and reports as requested. Any additional consultation or effort would be priced at our consulting rate of \$160 per hour.

## 2025 Urban Forestry Consulting Services

DESCRIPTION OF SERVICE	CONTRACT TYPE	PRICE
Task 1: Hourly consulting based on fee schedule	Time and Materials ▾	\$10,000
<b>Project Total</b>		<b>\$10,000</b>

**By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed effective the date of my signature and denotes that I am an authorized representative of the Client with authority to authorize and bind my company.**

**Client Name:**

Authorizing Signature:

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Authorizing Name:

Title:

Date:

Phone Number:

E-mail:

**Davey Resource Group, Inc.**

Name/Title:

Date:

# INVOICING METHOD

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**How would you like to receive invoices for this project?**

Mail: Invoice(s) will be mailed to the address listed on page 1 of this proposal.

E-mail: Invoice(s) will be emailed to:

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Other: Please provide instructions below:

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# INSURANCE REQUIREMENTS

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Certificate Holder Name and Address (if different than listed on page 1 of the proposal):

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List of Additional Insured Entities:

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# TERMS AND CONDITIONS

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- All pricing is valid for 30 days from the date of this proposal, after which time we reserve the right to amend fees as needed.
- Time and materials (T&M) estimates will be billed using the labor rates in DRG's current commercial price list. Fixed Fee Contract Prices will be billed in monthly increments for the percentage of work completed in the billing period. Firm-Fixed Unit Prices will be billed in monthly increments for the number of completed units in the billing period.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.
- DRG represents that it and its agents, and consultants employed by it, are protected by Workers' Compensation insurance and that DRG has coverage under liability insurance policies which DRG deems reasonable and adequate. DRG shall furnish certificates of insurance upon request. DRG agrees to maintain general liability insurance in commercially reasonable amounts. Client is responsible for requesting specific inclusions or limits of coverage that are not present in DRG insurance, and the cost of such inclusion or coverage increases if available, will be at Client's sole cost and expense. If Client requires an Additional Insured endorsement, DRG shall provide one in the certificate of insurance, listing only the entities requested in the "Additional Insured Requirements" section above.

# LIMITED WARRANTY

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Davey Resource Group, Inc. (“DRG”) provides this limited warranty (“Limited Warranty”) in connection with the provision of services by DRG (collectively the “Services”) under the agreement between the parties, including any bids, orders, contracts, or understandings between the parties (collectively the “Agreement”).

Notwithstanding anything to the contrary in the Agreement, this Limited Warranty will apply to all Services rendered by DRG and supersedes all other warranties in the Agreement and all other terms and conditions in the Agreement that conflict with the provisions of this Limited Warranty. Any terms or conditions contained in any other agreement, instrument, or document between the parties, or any document or communication from you, that in any way modifies the provisions in this Limited Warranty, will not modify this Limited Warranty nor be binding on the parties unless such terms and conditions are approved in a writing signed by both parties that specifically references this Limited Warranty.

Subject to the terms and conditions set forth in this Limited Warranty, for a period of ninety (90) days from the date Services are performed (the “Warranty Period”), DRG warrants to Customer that the Services will be performed in a timely, professional and workmanlike manner by qualified personnel.

To the extent the Services involve the evaluation or documentation (“Observational Data”) of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, “Subjects”), the Observational Data will pertain only to the specific point in time it is collected (the “Time of Collection”). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, “Changes”]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. When performing tree inventories or assessments, DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

To the extent you request DRG’s guidance on your permitting and license requirements, DRG’s guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state or local law, code or regulation.

DRG may review information provided by or on behalf of you, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, “Source Information”). DRG assumes the genuineness of all Source Information. DRG disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

If it is determined that DRG has breached this Limited Warranty, DRG will, in its reasonable discretion, either: (i) re-perform the defective part of the Services or (ii) credit or refund the fees paid for the defective part of the Services. **This remedy will be your sole and exclusive remedy and DRG's entire liability for any breach of this Limited Warranty.** You will be deemed to have accepted all of the Services if written notice of an alleged breach of this Limited Warranty is not delivered to DRG prior to the expiration of the Warranty Period.

To the greatest extent permitted by law, except for this Limited Warranty, DRG makes no warranty whatsoever, including, without limitation, any warranty of merchantability or fitness for a particular purpose, whether express or implied, by law, course of dealing, course of performance, usage of trade or otherwise.



## City Council Meeting Item

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**Title/Subject:** Cannabis Business Registration  
**Meeting Date:** January 27, 2025  
**Prepared by:** Sandie Thone, City Clerk/Human Resources Director  
**Reviewed by:** Jack Brooksbank, Attorney, Campbell Knutson, P.A.  
Marc Nevinski, City Administrator  
**Attachments:** Resolution 25-017

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### Background

On August 26, 2024, the Shorewood City Council adopted Ordinance 607 amending the C1 (General Commercial District) to regulate cannabis businesses in the city. At the time the discussion was had with council on whether to delegate to the county the registration of cannabis businesses. The council provided direction to staff to move forward with the delegation of registration to the county. In section 3, Subd. 4 l(c) of Shorewood Ordinance 607 it is states as follows:

Retail cannabis businesses (including the retail portions of microbusinesses or mezzobusinesses as defined by MS 342) are limited to one business for each 12,500 residents in Shorewood.

Council determined the likelihood of having a retail cannabis business in the city that would fit both zoning requirements and the above criteria was small. This fact would make it onerous for staff to create the necessary registration structure and compliance for what would result in one retail business operation at best. In addition, the county will be providing this service to many cities and will have additional expertise and experience in this area. The attached resolution was prepared by city staff and reviewed by the city attorney's office and covers the necessary elements to delegate the registration process of cannabis businesses to Hennepin County. Upon approval, staff will submit the resolution to the county.

### Action Requested

Motion to approve the attached resolution providing consent for Hennepin County to register cannabis businesses in the City of Shorewood.

Second and simple majority vote required.

**City of Shorewood  
Hennepin County  
State of Minnesota  
Resolution 25-017**

A Resolution providing consent for Hennepin County to register cannabis microbusinesses with a retail operations endorsement, cannabis mezzobusinesses with a retail operations endorsement, cannabis retailers, and lower-potency hemp edible retailers, and to perform compliance checks of every such business or retailer with a registration issued by Hennepin County, in the City of Shorewood, in accordance with Minnesota Statutes Section 342.22 , as amended.

**WHEREAS**, the Shorewood City Council is the official governing body of the City of Shorewood; and

**WHEREAS**, Minnesota Statutes Section 342.22, subdivision 1 requires that cannabis microbusinesses with a retail operations endorsement, cannabis mezzobusinesses with a retail operations endorsement, cannabis retailers, and lower-potency hemp edible retailers register with the city, town, or county in which the retail establishment is located before making retail sales to customers or patients; and

**WHEREAS**, Minnesota Statutes Section 342.22, subdivision 1 allows counties to register cannabis microbusinesses with a retail operations endorsement, cannabis mezzobusinesses with a retail operations endorsement, cannabis retailers, and lower-potency hemp edible retailers where a city or town has provided consent for the county to issue the registration for the jurisdiction; and

**WHEREAS**, Minnesota Statutes Section 342.22, subdivision 3 requires that the local unit of government that issues a registration to a cannabis microbusiness with a retail operations endorsement, cannabis mezzobusiness with a retail operations endorsement, cannabis retailer, or lower-potency hemp edible retailer conduct compliance checks of every such business or retailer with a registration issued by the local unit of government; and

**WHEREAS**, the City of Shorewood desires to provide consent for Hennepin County to register cannabis microbusinesses with a retail operations endorsement, cannabis mezzobusinesses with a retail operations endorsement, cannabis retailers, medical cannabis combination businesses, and lower-potency hemp edible retailers, and to perform compliance checks of every such business or retailer with a registration issued by Hennepin County, in the City of Shorewood, in accordance with Minnesota Statutes Section 342.22; and

**WHEREAS**, the City of Shorewood adopted local Ordinance 607 to provide for regulating cannabis businesses that allow for only one retail business per 12,500 Shorewood residents (Section 3, Subd. 4 I (c)); and

**WHEREAS**, the City of Shorewood will remain responsible under Minnesota Statutes 342.13(f) to certify to the Office of Cannabis Management whether a proposed cannabis business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Shorewood:

1. That the City of Shorewood provides consent for Hennepin County to register cannabis microbusinesses with a retail operations endorsement, cannabis mezzobusinesses with a retail operations endorsement, cannabis retailers, medical cannabis combination businesses, and lower-potency hemp edible retailers, and to perform compliance checks of every such business or retailer with a registration issued by Hennepin County, in the City of Loretto, in accordance with Minnesota Statutes Section 342.22.
2. That the City of Shorewood will fully cooperate with Hennepin County in providing all necessary records and information to Hennepin County so that Hennepin County can register cannabis microbusinesses with a retail operations endorsement, cannabis mezzobusinesses with a retail operations endorsement, cannabis retailers, medical cannabis combination businesses, and lower-potency hemp edible retailers, and perform compliance checks of every such business or retailer with a registration issued by Hennepin County.

Whereupon said resolution was declared duly passed and adopted by the Shorewood City Council this twenty-seventh day of January 2025.

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Jennifer Labadie, Mayor

ATTEST:

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Sandie Thone, City Clerk



## City Council Meeting Item

Item  
2F

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**Title/Subject: Approve Permanent Appointment of Finance Director Jeanne Schmuck**

Meeting Date: January 27, 2025

Prepared by: Sandie Thone, City Clerk/Human Resources Director

Reviewed by: Marc Nevinski, City Administrator

**Attachments: None**

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**Background**

Pursuant to Shorewood Personnel Policy Section 3.08 *All new, rehired, promoted, or reassigned employees shall complete a six (6) month probationary period upon assuming their new positions. This period shall be used to observe the employee's work habits and ability to perform the work they are required to do.*

On July 22, 2024, Jeanne Schmuck began her employment with the City of Shorewood as Finance Director. Jeanne has proved to be a valuable member of the team and has made many positive contributions in her first six months of employment in the Finance Department, as part of the city leadership team, and to the organization. Jeanne championed the 2025 budget process successfully and skillfully. She has made a number of new improvements to finance processes and has recommended ways to improve efficiencies and effectiveness that work across many departments. Jeanne is being recommended for a permanent appointment in the capacity of Finance Director for the City of Shorewood.

**Financial Considerations**

Jeanne is currently at Grade 17, Step Max of the Shorewood Compensation Plan of \$146,032 per year. This permanent appointment will not reflect a pay increase.

**Action Requested**

Motion to approve Jeanne Schmuck's permanent appointment as Finance Director, at the completion of her six-month anniversary effective January 22, 2025, based on her performance to date. Motion, second and simple majority vote required.



## City Council Meeting Item

Item  
2G

**Title/Subject:** Prosecution Services Agreement – Campbell Knutson  
**Meeting Date:** January 27, 2025  
**Prepared by:** Marc Nevinski, City Administrator  
**Attachments:** Prosecution Services Agreement

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### **Background**

The agreement with Campbell Knutson for prosecution services is due for renewal in 2025. The City of Shorewood, as well as Greenwood and Tonka Bay, have used Campbell Knutson for prosecution services for several years. This commonality has provided consistency for the Police Department in meeting expectations for submitting evidence and developing policing practices.

Prosecution rates have not increased since the 2022 agreement was approved and included an attorney rate of \$125 per hour with a \$35,000 annual cap. The 2025 rate is \$135 for attorney services, with a \$4-5/hr increases each year in 2026, 2027, and 2028. The agreement caps services at \$50,000 in 2025, with \$5000 increases in 2026 and 2027, and a 3.5% increase per year thereafter. Fees will not exceed the annual cap. Factors influencing the increase include increased cases from DWI enforcement, court scheduling, and inquires about officer history under the Brady/Giglio act.

### **Financial Considerations**

The new contract fees have been included in the 2025 budget and were discussed during the preliminary budget meetings.

### **Action Requested**

Motion to approve the prosecution agreement with Campbell Knutson.

A majority vote by the Council is required.

**AGREEMENT FOR LEGAL SERVICES  
BETWEEN THE CITY OF SHOREWOOD AND  
CAMPBELL KNUTSON, *Professional Association***

**THIS AGREEMENT**, dated January \_\_, 2025, is by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation ("City") and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

**NOW, THEREFORE**, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

**1. SERVICES AND RELATIONSHIP.**

A. The Attorney shall furnish and perform Prosecution Services for the City, as more fully described in the scope of services attached as Exhibit A.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

**2. TERM.**

A. This Agreement shall govern prosecution services from January 1, 2025 through December 31, 2028 or until either party terminates this Agreement as provided in subsection B. or C. below.

B. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by Resolution of the City Council.

C. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City sixty (60) days written notice before the termination becomes effective.

**3. COMPENSATION.**

A. *Prosecution Services*: An annual cap for all Prosecution Services for the term of this agreement shall be as follows:

- 2025** - \$50,000.00
- 2026** - \$55,000.00
- 2027** - \$60,000.00
- 2028** - 3.5% increase from 2027 cap

Actual legal fees incurred for Prosecution Services will be billed monthly at the following hourly rates:

<b>2025</b>	❖ Attorneys	\$ 135.00
	❖ Legal Assistants/Law Clerks	\$ 98.00
<b>2026</b>	❖ Attorneys	\$ 139.00
	❖ Legal Assistants/Law Clerks	\$ 101.00
<b>2027</b>	❖ Attorneys	\$ 143.00
	❖ Legal Assistants/Law Clerks	\$ 104.00
<b>2028</b>	❖ Attorneys	\$ 148.00
	❖ Legal Assistants/Law Clerks	\$ 107.00

Legal fees for Prosecution Services shall not exceed the annual cap.

C. *Additional Prosecution Related Services:* Legal Fees for Additional

Prosecution Related Services are not included in Prosecution Services, and will only be furnished at the specific request of the City. The following are Additional Prosecution Related Services:

- (1) Criminal appeals whether initiated by the State or the Defendant.
- (2) Criminal records expungements.
- (3) Matters relating to the South Lake Minnetonka Police Department's issuance of firearms permits.
- (4) Administrative citations or prosecution of zoning or other ordinance violations initiated by any City department other than the South Lake Minnetonka Police Department.
- (5) Dangerous or potentially dangerous dog administrative or criminal proceedings.
- (6) Matters relating to the Minnesota Government Data Practices Act.
- (7) Forfeitures.

Legal fees for Additional Prosecution Related Services will be billed monthly at the following hourly rates:

- ❖ Attorneys \$ 180.00
- ❖ Legal Assistants/Law Clerks \$ 110.00

D. *Monthly Statements:* Attorney will send City a detailed monthly billing statement of the actual hours incurred in providing Prosecution Services and Additional Prosecution Related Services. The minimum billing increment is .2 hours.

E. *Costs:* Out-of-pocket costs without mark-up include:

- ❖ Lexis research (only if used for Shorewood matters)
- ❖ photocopies at 20¢ per page
- ❖ color photocopies at 40¢ per page
- ❖ postage of 50¢ or more
- ❖ court related costs (court filing fees, expert witnesses (with prior consent of City), subpoenas, service of process, court reporter fees)
- ❖ conflict attorneys' fees and costs.

F. *Payments:* Payments for legal services provided the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

**4. INSURANCE.** The Attorney will purchase and maintain insurance to protect Attorney against claims for legal malpractice.

**5. MISCELLANEOUS.**

A. *Annual Presentation to the City Council.* Upon request of the City, the Attorney will provide the City Council with an presentations on prosecution activity and updates. The Attorney will provide other reports upon request.

B. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

C. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Shorewood City Council.

D. *Effective Date.* This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Shorewood City Council.

*Signature page follows.*

Dated: \_\_\_\_\_, 2025.

**CITY OF SHOREWOOD**

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

And: \_\_\_\_\_  
Sandie Thone, Clerk

Dated: January \_\_\_\_, 2025.

**CAMPBELL KNUTSON**  
*Professional Association*

By: \_\_\_\_\_  
Jared D. Shepherd, Vice President

**EXHIBIT A  
TO  
AGREEMENT FOR LEGAL SERVICES**

**SCOPE OF PROSECUTION SERVICES**

The Campbell Knutson prosecution team has a recognized excellence in delivering high quality prosecution services. Our prosecution team will provide Shorewood with the following:

**General Criminal Prosecution.** Campbell Knutson's prosecution team will handle Shorewood's non-felony cases from start to finish. This includes reviewing for charging, drafting formal complaints, all discovery, any pretrial motions, preparation of all notices as required by the Minnesota Rules of Criminal Procedure, all pretrial hearings, and any jury or court trial. We will handle any case initiated by the South Lake Minnetonka Police Department, the Hennepin County Sheriff's Office, the Minnesota State Patrol, the Department of Natural Resources, or any other law enforcement agency where the jurisdiction is the City of Shorewood.

**Briefings/Officer Training/Ride-Alongs.** Our representation will include our attorneys attending roll-call briefings with officers. We will provide training geared towards new officers but open to all officers three or four times per year. Due to the strong rapport we develop with officers, we are able to educate, inform, and mentor officers, and on occasion offer coaching, especially to new officers, to improve their performance and enhance public safety. Our prosecutors participate in ride-alongs with officers to help understand our client's culture and practices, to gain insight into local and distinctive patrol procedures, and to increase communication with the officers.

**Legislative/Case Law Updates.** We are committed to providing timely updates to our clients about the important state and federal changes that impact the criminal law and the provision of day-to-day police services, whether the changes arise from new legislation, executive mandates, or judicial decisions. We provide an annual Minnesota Criminal Law Legislative Update.

**Availability/Response Time.** We take extreme pride in client service. Command staff and officers are always able to reach us, day or night. Communication is the touchstone of a strong relationship. Our prosecutors' cell phone numbers are distributed to all staff. Officers routinely call our prosecutors after normal business hours with questions in the field, and on weekends particularly with respect to the 48-hour hold rule. We are available 24/7 to serve the City's needs.

**CITY OF SHOREWOOD  
PARK COMMISSION MEETING  
TUESDAY, JANUARY 14, 2025**

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

## **MINUTES**

### **1. CONVENE PARK COMMISSION MEETING**

Chair Wenner convened the meeting at 7:02 p.m.

#### **A. Roll Call**

Present: Chair Wenner, Commissioners Garske, Bahneman; City Council Liaison Gorham; Parks and Recreation Manager Czech

Absent: Commissioner Hirner

#### **B. Review Agenda**

**Commissioner Garske moved to approve the agenda as written. Commissioner Bahneman seconded the motion. Motion carried 3-0.**

### **2. APPROVAL OF MINUTES**

#### **A. Park Commission Meeting Minutes of November 26, 2024**

#### **B. Park Commission Meeting Minutes of December 10, 2024**

**Commissioner Garske moved to approve the minutes of the November 26, 2024, and the December 10, 2024 meetings, as written. Commissioner Bahneman seconded the motion. Motion carried 3-0.**

### **3. MATTERS FROM THE FLOOR**

There were none.

### **4. NEW BUSINESS**

#### **A. 2025 Work Plan Discussion**

Parks and Recreation Manager Czech explained that the Commission operates off a work plan that is created on an annual basis so tonight's discussion was surrounding how they wanted to proceed beginning in March of 2025. He stated that its primary purpose was to establish some priorities for the year and to ensure that they were in alignment with the Council. He asked the Commission to give him some input on things that they might like to see included in the updated work plan and clarified that this was intended as a discussion item and a formal work plan would be brought back for review before it was sent to the City Council for approval.

Chair Wenner explained that the first thing she would like to request from the Council was a list of their guiding principles and goals because she felt the Commission has struggled for the past few years on how to organize its work plan.

Commissioner Garske asked about the budget that had been set aside for the Master Plan that was included in the Parks Capital Improvement Plan and what the outcome goal was for that plan.

Parks and Recreation Manager Czech noted that a big part of it was to get some ideas and directions on Southshore Park and to get an update on the City's facilities to determine if they were meeting the needs of the residents. He stated that he felt that there would end up being a lot of community outreach associated with that in order to get input.

Commissioner Garske noted that the \$40,000 in the budget for this item would not cover a holistic new Master Plan.

Parks and Recreation Manager Czech explained that they will essentially take the old plan and update it and would not start from scratch.

Chair Wenner asked if the plan was to hire contractors to do this update.

Park and Recreation Manager Czech confirmed that they would plan to hire contractors for the updates.

Chair Wenner asked if there was also a past discussion about using a certain amount of the money to put together a survey or some other type of community outreach.

Park and Recreation Manager Czech explained that would all be part of the Master Plan process and assured the Commission that they would be updated on the process along the way.

Chair Wenner stated that she felt that they would want to start this in the spring in order to capture people in the area during different usage times. She asked if the Commission needed to formalize the process for gathering input from the community.

Park and Recreation Manager Czech suggested holding off on that until they find a consultant.

Commissioner Garske stated that one of his thoughts on their work plan was to find a way to put pickleball to rest.

Chair Wenner asked if the new Cathcart Park playground equipment would be installed in 2025.

Park and Recreation Manager Czech stated that yesterday, Commissioner Hirner had presented to the Council and one of the discussion points from that meeting was a desire to take another look at the CIP because they were not sure that Cathcart should actually be a priority. He stated that the Council did approve the CIP so he was still trying to navigate whether this was something that came from the full Council or just an individual. He clarified that currently, it was in the current CIP budget for 2025.

Chair Wenner noted that she did not think the playground equipment at Cathcart Park was that bad.

Commissioner Garske admitted that this was something he was torn on, but noted that he understood that Cathcart had not been upgraded in a long time but he felt that Freeman Park's main playground needed an update because of the amount of use it has. He asked if the Council

discussion was whether Cathcart Park should get the funds or whether the funds should be spent on a new playground.

Park and Recreation Manager Czech noted that the CIP currently listed it as the playground at Cathcart but believed that if there was a consensus among the Commission that, for example, the funds should be spent at Freeman, they could bring that request to the Council. He noted that the Cathcart playground was installed in August of 1995.

Council Liaison Gorham arrived at the meeting.

Chair Wenner explained that they were currently discussing the Work Plan for 2025 and she had asked staff to provide them with the Council's goals and missions in order for the Park Commission to be able to align their work under that umbrella.

Council Liaison Gorham noted that one of the items that came up for discussion yesterday was the \$200,000 for Cathcart Park playground equipment. He noted that he was on the Park Commission in 2017 and that item was on the CIP and kept getting pushed back and asked about the current condition of the equipment.

Commissioner Garske stated that he felt it depended on which portion of the playground you were looking at and gave the example of the swing set area that was kind of in disrepair.

Council Liaison Gorham asked what kind of attention the hockey rink needed and asked about the \$150,000 included in the CIP.

Commissioner Garske stated that he believed that Public Works Director Morreim was planning to take some of the fencing from Badger Park and replace some of the fencing behind the boards.

Chair Wenner noted that she believed the \$150,000 in the CIP had been pushed to 2030.

Commissioner Garske stated that he believed that was to replace the boards.

Council Liaison Gorham explained that when he thinks of features in the park system, he thinks about the ice rink at Cathcart which he felt was more popular than the Cathcart playground area. He noted that he had played pickleball last summer at Cathcart and noted that the tennis courts were in rough shape. He explained that the reason they went to Cathcart was because they had tried to go to Badger and people had set up shop and were not intending to leave anytime soon. He asked what the plan would be for the \$200,000, if they chose not to do the playground at Cathcart and noted that he assumed that this plan was a result of the prioritization done by the Commission.

Chair Wenner stated that it had originally been \$175,000, but having noted that it was installed in 1995, she felt it was probably due for this even though her initial thought was whether the City should spend that kind of money.

Council Liaison Gorham asked if the public had asked for this or if there had been any kind of public outcry.

Chair Wenner stated that she was not sure if people were calling for this or not and explained that they do not really have a system where they get public input for things like that unless they are at a table at an event and someone brings it up.

Park and Recreation Manager Czech stated that he also had not really heard anything brought up about this. He stated that updating the Parks Master Plan was also in the CIP for this year and the Commission had briefly discussed going through that process which should bring in more community feedback and input.

Council Liaison Gorham stated that he was not sure \$40,000 would be enough to actually do anything with the Parks Master Plan and brought up the point that Southshore Park was essentially the first thing people see when they enter the City and suggested that they may want to use some of the money to actually design something for Southshore.

Park and Recreation Manager Czech stated that in 2028 they have \$90,000 allocated for a Southshore reconstruction project and \$350,000 in 2029. He noted that whatever comes out of this Parks Master Plan would essentially begin the design phase prior to 2028.

The Commission discussed various ideas of how Southshore may be able to be used in the future and the importance of getting feedback from the community.

Commissioner Garske stated that he felt the discussion regarding the different ideas for the use of Southshore Park summed up the need for an updated Parks Master Plan.

Chair Wenner stated that she was confused because they had said the \$40,000 was going to be used to hire contractors to update the Parks Master Plan for all the City parks and asked if it was also intended to include community outreach for Southshore Park and creation of a new Parks Master Plan.

Park and Recreation Manager Czech stated that the master planning process was all encompassing and would include updating the current Parks Master Plan.

Commissioner Garske stated that he thought the intent had been to combine the Parks Master Plan holistic view and with the Shoreshore plan.

Park and Recreation Manager Czech stated that he believes the last time the Parks Master Plan had been updated was in 2012.

Chair Wenner noted that there were a lot of things included in that plan that had not been completed and there was public outcry when the residents saw them and thought the City may be doing some of them.

Park and Recreation Manager Czech stated that when they had discussed the CIP last July, the intent had been to update the current Parks Master Plans and encompass Southshore within that planning and reiterated that with that process, there would typically be some community outreach in order to develop those plans.

Council Liaison Gorham stated that he felt what Park and Recreation Manager Czech had just described would be a two-year process and would cost more than \$40,000. He asked if this was a topic that was planned to be discussed at the upcoming Council retreat.

Park and Recreation Manager Czech stated that he did not believe this was included as a topic of discussion for the Council retreat.

Council Liaison Gorham suggested that if it was not discussed at the retreat that it be an agenda item at a regular Council meeting in order to get feedback from the Council.

Park and Recreation Manager Czech stated that he felt it would most likely be a topic for discussion at a Council Work Session in order to garner their input.

Council Liaison Gorham asked when the Park Commission would begin their plans to utilize the \$200,000 for Cathcart Park based on the current CIP plans.

Park and Recreation Manager Czech stated that it would just take place sometime this year.

Chair Wenner noted that Park and Recreation Manager Czech would be taking information from their discussion and putting together a proposed 2025 Work Plan for the Commission that he would bring back for their consideration. She stated that she wanted to make a few comments on the current CIP and explained that one of the things that has been difficult for the Commission is that they do this in July as part of the budget process. She suggested that they have a meeting earlier in the year to talk about the budget, other possible funding sources, overlapping with Public Works, and the athletic contracts. She stated that her thought would be that for every meeting they would be able to have that budget in front of them so they would have that information in their heads at each meeting.

Park and Recreation Manager Czech noted that the CIP was a working document that laid out a 10-year plan.

Chair Wenner stated that many Commissioners have a hard time getting their heads around different budgets and what they can actually impact. She stated that she had never seen any brainstorming happen about any other possible funding streams, for example, sponsorships, fundraisers, grants, or legacy bricks. She reiterated that she would like the Commission to be able to have a budget and finance discussion earlier in the year.

Commissioner Bahneman asked if there was someone on staff who researched grant writing and noted that she felt it was a specific talent.

Park and Recreation Manager Czech explained that this duty, in general, fell on staff.

Commissioner Garske asked if Park and Recreation Manager Czech was looking for input on timelines and planning for the year or just about the topics that they wanted to discuss.

Park and Recreation Manager Czech stated that if the Commission had ideas on when they felt things should be discussed, he would be interested in that kind of feedback.

Commissioner Garske stated that he felt staff did a great job, but asked if they needed support or additional discussion around things like education and events that they run. He asked if those kinds of things should be added to the Work Plan in order to be able to have meaningful discussions about how they can support staff for these events. He stated that he would also like to see generating park funds included somewhere in their Work Plan.

Chair Wenner noted that she would not mind writing a grant because that was something within her purview.

Commissioner Garske noted that for the events in the park, he was not sure what Park and Recreation Manager Czech's capacity was but shared an example of a visit to Florida where they had an 'Art in the Park' event. He asked if there was interest or if they had the capacity to have some brainstorming sessions on possible events or educational activities that the City could hold in their parks. He explained that if they did not have the capacity for it, he didn't think they should take the time to discuss those ideas. He clarified that he, as a Commissioner, would not be running this type of programming or event and did not want to overextend staff.

Chair Wenner stated that she agreed and noted that she felt the City's programming had been an abysmal failure. She stated that she would love to have input and share ideas for different children's programming and noted that she could even do some type of environmental programming for different seasons. She suggested that the Commission add education programming into their Work Plan.

Park and Recreation Manager Czech stated that he felt this was something where they would need some guidance from the Council on their vision for the overall Parks Department and whether programming was something that they saw as beneficial.

Council Liaison Gorham stated that one of the things that frustrated him as a long-time Planning Commissioner was with the divide between the Council vision and what they actually did. He stated that he felt that it was very disjointed and one of his hopes in now serving on the City Council was that there would be more connection. He suggested that perhaps instead of bringing the proposed Work Plan to the Council at a regular meeting, they bring it to a Work Session for a more thorough and less rigid type of discussion. He stated that he felt having a discussion like this with a new Council, getting to know each other, and also having a discussion about priorities would be a good idea to do before the Work Plan as a way to get on the same page about priorities.

Chair Wenner asked if the Commission could schedule a Work Session meeting with the Council.

Council Liaison Gorham stated that at the next City Council meeting he would bring this up for discussion.

Park and Recreation Manager Czech stated that he would also bring it up with City Administrator Nevinski about the possibility of scheduling this as a Work Session topic.

Chair Wenner noted that one of the Commission's responsibilities was laid out that they submit comments to the Planning Commission on things like proposed subdivisions. She explained that at her first meeting, there was this type of discussion and she did not vote because she had pulled up all the things in the Comprehensive Plan about how the City should be sustaining topography and old-growth trees. She stated that for the last two years, she has been wondering how she was supposed to tell them that she did not agree with what was happening and whether she was supposed to even have that kind of input or power.

Council Liaison Gorham stated that he felt that the City would want to do something smaller, aesthetically, at Cathcart.

Chair Wenner asked if the Park Tours went under the CIP on their Work Plan. She noted that they had discussed the possibility of spreading them out over several months for scheduling purposes and asked if that would still be possible or if they could hold them on non-meeting dates as a work session.

Park and Recreation Manager Czech explained that park tours was one of the questions he had for the Commission. He stated that in his experience, park tours are not really an annual thing in other cities. He asked for the Commission's opinion and noted that he thought the tours this past year were kind of a way for them to hear about all the negatives on the parks even though there are a lot of positive things happening. He stated that he did think it ended up being very valuable because they were able to get a giant list that the maintenance team was now working through. He stated that he felt the Park Commission should routinely be out in the parks checking them out and not just waiting for the park tour.

Chair Wenner suggested that Public Works do park tours for the neighborhood and collect information and then the Park Commission could be invited to come along. She stated that it felt like the Commission was doing less inspecting and more just listening to Public Works tell them what was going on which she felt was a bit redundant. She noted that she felt that public input would be more important than Commission input.

Park and Recreation Manager Czech cautioned that they should be careful of adding more to everyone's plate, including adding more dates to do tours or having Public Works provide additional tours.

Commissioner Garske explained that he liked the idea of having a rotating schedule where they were not touring every City park on an annual basis. He stated that once the Parks Master Plan was updated, he liked the idea of spending a meeting at the different parks in order to discuss possible options for them. He reiterated that he did not believe it was necessary to tour every park, every year.

Chair Wenner stated that she agreed that they did not need to tour each park every year and suggested that perhaps they could just tour the ones that were coming up in the next few years for budget items.

Council Liaison Gorham stated that if they were updating the Parks Master Plan, he felt that having the whole Council there to have eyes on the parks would also be beneficial.

Chair Wenner stated that she felt doing the park tours sometimes ended up being a momentum killer for things the Commission was getting done because then they had to take time out from their regular work to go on the tours.

Council Liaison Gorham suggested that since they were updating the Parks Master Plan this year, the park tours could happen separately, outside of the regular meeting schedule as part of prep for the Parks Master Plan.

Chair Wenner stated that she had also thought that the Commission could go tour one specific park each month, but in pairs, and then could report back to the full Commission.

Park and Recreation Manager Czech stated that staff could develop inventory sheets for each park that Commissioners to use to check conditions and make notes on what they saw.

Chair Wenner stated that she felt this would also be helpful for when they look at the natural areas and stated that she felt these areas could also be visited independently and then provide a report afterward.

Council Liaison Gorham asked if Smithtown Ponds was officially part of the City's trail network.

Park and Recreation Manager Czech stated that the trail goes through the area and connects from the LRT to Smithtown Road and explained that there were currently two memorial benches in that location.

Chair Wenner stated that the main thing she wanted to talk about with relation to the Work Plan was the IPM, since the Council had given them oversight of this in April of 2023. She stated that she felt that the Commission was still struggling to get all the information that they needed and gave the example of Greener Blade coming to spray at Freeman Park and then there was a room full of angry residents, but the Commission did not know anything about it. She explained that they did not know what chemicals were in there which concerned her because she felt like they were not doing their due diligence. She stated that the Commission is supposed to do oversight and review the plan for ongoing compliance and accountability and was also supposed to be consider planned maintenance works in parks/provide feedback on an annual basis. She stated that Public Works Director Morreim had given the Commission an update on this, but that seemed like they were getting updates from the people that they were supposed to be monitoring. She suggested that the Commission start a reporting process and do the report every year. She explained that she would be happy to work with City staff to get this started by getting an overview of things like all the chemicals used in all the parks so they can have that information in one place. She stated that as part of the IPM plan, in addition to cutting back on harmful pesticides, they are supposed to be planting flowers for bees and designating bee-safe areas. She stated that she knows that the City has those areas, but they are not accounted for at this point in time. She explained that she felt it would be helpful to have a mapping tool and include it in the report and make it public. She acknowledged that this would be something that would be difficult to do by sitting in their chambers and suggested that perhaps one or two Commissioners could take the reporting and interviews that would need to take place every year. She asked if the SCEC fee structure was in the purview of the Commission.

Park and Recreation Manager Czech acknowledged that they needed some direction from the Council.

Chair Wenner stated that, in her opinion, that could be removed from the Commission's Work Plan. She stated that she also felt it would be helpful for the Commission to have information about the athletic contracts, such as who the City had agreements with and how this may affect their budget, but was not sure it needed to be included within their Work Plan. She stated that she would like to see something on their Work Plan that formalized how they get their public input and a clearer definition of what the Commission's role is for community outreach.

Park and Recreation Manager Czech stated that a lot of what he heard the Commission saying would be able to solve when they have new Commissioner onboarding handbooks in place.

Chair Wenner noted that she had found the Shorewood Park Commission Goal Statement and read it aloud to the Commission which was from August 1996 and explained that she felt that it should be updated.

Park and Recreation Manager Czech stated that would most likely be a Council discussion.

Council Liaison Gorham asked about the Commission's role related to IPM and explained that he was not aware that the Commission had such a central role in its oversight.

Chair Wenner explained that it was a brand new responsibility in 2023 and then they ended up a brand-new Public Works Director and City Administrator. She stated that the Commission has been asking for advice on how they were supposed to do this which has been an ongoing process. She explained that she was looking at the April 10, 2023, City Council meeting where they revised Chapter 202 containing the Park Commission responsibilities, and then at the Council Retreat they directed staff to assign the Park Commission as the reviewing body for the IPM.

Council Liaison Gorham stated that he did not want the Commission thinking that they were set up for failure with the IPM oversight and believes that they could have further discussion on that and make sure that the Commission has the necessary tools to do this work.

Chair Wenner stated that she would like to know if the Council felt it would be a good idea to have the kind of report she had described earlier and reiterated that Public Works has been telling the Commission what they have been doing rather than the Commission monitoring them.

Council Liaison Gorham noted that the IPM was something that he had worked on before he left the Council in 2022 and felt that the Council serving since that time wanted the Park Commission to lead the process, but it sounded like they had not provided enough of a structure ahead of time. He stated that he felt that the Commission could go ahead and write up the report and felt it would be fair to point out that they were getting information, after the fact, from Public Works. He stated that he felt it would be fair to point out that the Commission had been tasked with this but instead of being engaged in the process were simply receiving reports.

Commissioner Bahneman stated that to be fair to Public Works, she wondered if all the changes have made it unclear to everyone how things were actually supposed to be going.

Park and Recreation Manager Czech explained that he would take this input back to City staff and try to get a clear understanding of what the expectations actually were.

Chair Wenner noted that she felt that they did have a strong IPM maintenance plan in place, but noted that, for example, they do not hear from Davey Tree, and do not know what they were doing, for example, with their treatment for Emerald Ash Borer.

Council Liaison Gorham asked if Public Works Director Morreim was the one who did all the ordering for the products and directed staff on what to do to.

Chair Wenner stated that she believed he would be the one that would do that but, would not be involved in what Davey Tree or Greener Blade was doing or using.

Park and Recreation Manager Czech stated that it was clear that the Commission needed more clarification and structure surrounding their duties related to the IPM.

**B. 2025 Arctic Fever Event Preview**

Parks and Recreation Manager Czech stated that Arctic Fever would be taking place on January 17, 2025, from 5:30 to 7:30 p.m. at the SCEC. He noted that traditionally it has been a two-day event that included outdoor activities at Freeman Park, but with the lack of snow, they had to cancel that portion of the event. He stated that it was unfortunate because this year, the City had partnered with Minnetonka Community Ed to do their family chase which he had been hoping would drum up excitement for the event. He gave a brief overview of the events planned for the diminished event and noted that the title sponsor for the event was Lucky's Station and also had Gold Level sponsors with Bolton & Menk and the Excelsior American Legion Post 259 and Bronze Level sponsors that included Mediacom and New Horizon Academy. He stated that the City took over the coloring contest and submissions would be on display at the event in order for people to vote on their favorite and explained that the winning entry would have their art printed on the 2026 Arctic Fever materials. He explained that the City had also introduced a 'Name a Snowplow Contest' and noted that submissions can only be submitted at Arctic Fever. He noted that voting on the City website for the winner submission will be done from January 20 through January 31, 2025, and the winner would have the opportunity to have their picture taken with the plow and also enjoy a ride in it. He noted that the City of Tonka Bay would also be hosting some Arctic Fever events on January 18, 2025, from 10:00 a.m. to 1:00 p.m. at Country Club Lanes.

**5. OLD BUSINESS**

**6. STAFF AND LIAISON REPORTS / UPDATES**

**A. City Council**

Council Liaison Gorham gave a brief overview of the discussion and decisions made at the January 13, 2025 Council meeting.

**B. Staff**

Park and Recreation Manager Czech noted that the Council had approved the Field Use Policy at last night's meeting and it was being sent out to the associations. He stated that the City's warming houses were up and running again.

**7. ADJOURN**

**Commissioner Garske moved to adjourn the Park Commission Meeting of January 14, 2025 at 8:35 p.m., Commissioner Bahneman seconded the motion. Motion carried 3-0.**

CITY OF SHOREWOOD  
PLANNING COMMISSION MEETING  
TUESDAY, JANUARY 7, 2025

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

MINUTES

CALL TO ORDER

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

**ROLL CALL**

Present: Chair Eggenberger; Commissioners Huskins, Holker and Johnson; Planning Director Darling; and City Planner Griffiths

Absent: None

**1. APPROVAL OF AGENDA**

Huskins moved, Holker seconded, approving the agenda for January 7, 2025, as presented. Motion passed 4/0.

**2. APPROVAL OF MINUTES**

- December 3, 2024

Holker moved, Johnson seconded, approving the Planning Commission Meeting Minutes of December 3, 2024, as presented. Motion passed 4/0.

**3. MATTERS FROM THE FLOOR**

**4. PUBLIC HEARINGS - NONE**

**5. OTHER BUSINESS –**

- A. Variance from the Side Yard Abutting a Street Setback for a Proposed Portico  
Location: 6040 Cajed Lane  
Applicant: Eric Magistad

City Planner Griffiths reviewed the request for a variance at 6040 Cajed Lane to the side yard setback in order to construct a portico. He noted that the home was built in 1977 and was already grandfathered in and legally non-conforming and was similar to other homes in the neighborhood. He noted that the proposal would be for the portico to be constructed on the existing concrete slab and it would not increase any impervious surface on the property. He outlined the analysis staff had done on this request and explained that they were recommending approval of the variance request with the condition that the applicant obtain all necessary permits for construction by March 1, 2025 and pass all inspections.

Commissioner Huskins clarified that the variance was not due to the applicant increasing any of their existing non-conformities and was only because it was greater than 4 feet.

City Planner Griffiths explained that the variance was needed because the City Code would require a 50 foot setback for new improvements, but noted that this would not increase the non-

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

JANUARY 7, 2025

Page 2 of 16

1 conformity and a variance was required because they were at 5 feet. He stated that if it were 4  
2 feet or less, it would be considered a permitted encroachment and this process would not be  
3 needed.

4  
5 Commissioner Holker asked why the building permit had been denied in September 2024.

6  
7 Planning Director Darling explained that the building permit was denied because the portico does  
8 not meet the setback.

9  
10 Eric Magistad, 6040 Cajed Lane, thanked the staff for the work they have done on his behalf  
11 through this process. He stated that they have worked with their contractor for the last 9 years  
12 and were confident in his ability to deliver on the conditions that were being recommended by City  
13 staff.

14  
15 Commissioner Huskins noted that the rendering submitted was very different than the existing  
16 photograph.

17  
18 Mr. Magistad stated that the photo that was submitted to the contractor as their 'inspiration' did  
19 not really fit the façade of their house. He explained that they know what the dimensions will be,  
20 but were not exactly sure what it would end up looking like in the end.

21  
22 **Holker moved, Huskins seconded, to recommend approval of the variance request from**  
23 **the Side Yard Abutting a Street Setback for a Proposed Portico at 6040 Cajed Lane, subject**  
24 **to the conditions included in the staff report. Motion passed 4/0.**

25  
26 Chair Eggenberger stated that this item would come before the City Council on January 27, 2025.

27  
28 B. Discussion of Subdivision Regulations Amendments Related to Administration and  
29 Enforcement Procedures  
30 Applicant: City Initiated

31  
32 Planning Director Darling explained that the City had hired a consultant to redraft the City's  
33 subdivision ordinances and this discussion was intended to submit feedback to the consultants  
34 on their initial draft and also allow them to give whatever other feedback the Commission may  
35 have. She explained that the consultants were trying to get all of the administrative pieces of the  
36 ordinances into one place so people would not have to skip around between applications types  
37 and design standards.

38  
39 Commissioner Johnson asked if there were any administrative procedures that would apply now  
40 that did not before, for example, if there were zoning administrator approval of things that  
41 previously would have been handled in a different manner.

42  
43 Planning Director Darling stated that there were some of those differences proposed and they  
44 were looking for input from the Commission on those things but explained that if the Commission  
45 wasn't comfortable with those changes, they could be pulled back a bit.

46  
47 Commissioner Johnson explained that she was not sure how they would know whether they were  
48 comfortable with it or not because they do not know exactly what the impacts may be. She asked  
49 if there was something like review by the City Attorney and asked if there was anything that would  
50 highlight that this item was new to this subsection, but has been in place for another subsection.  
51 She stated that the Commission did not have that information and was something that would be

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 3 of 16**

1 difficult for them to be able to do on their own. She reiterated her question on whether there would  
2 be City Attorney review that would be required.

3  
4 Planning Director Darling stated that the City Attorney would absolutely review these changes.

5  
6 Commissioner Johnson stated that she would love to see it highlighted in order to show places  
7 where there would no longer be Planning Commission review or a public hearing where there  
8 previously had been. She stated that from what she has seen it looks like public hearings have  
9 disappeared in some cases.

10  
11 Planning Director Darling suggested that they start walking through the draft information included  
12 in the packet because she thinks that will make it easier for the Commission to understand. She  
13 reiterated that the consultants were trying to consolidate all the procedures in one section and  
14 were also trying to make it consistent how each procedures was presented. She explained that  
15 one thing she liked was that they were taking all of the comment procedures across the board  
16 and were putting them in one section at the beginning which she felt would be helpful because  
17 there would not be repeats, but noted that in this draft she had noticed some repeats

18  
19 Commissioner Huskins stated that for people looking for information, for example, for a cemetery,  
20 what they were looking to do was not applicable to this section. He explained that he felt it would  
21 be helpful to include direction to the portion of code that would apply for their situation.

22  
23 Commissioner Johnson stated that she would also make that suggestions for items 1 and 2.

24  
25 Commissioner Huskins stated that his sense of doing this work was to streamline it in order to  
26 make it more readable and easier for people to use which he felt his suggestion would do.

27  
28 Planning Director Darling continued review of the draft document and stated that staff could not  
29 issue a building permit for any lot that was not created in compliance with the chapter.

30  
31 Commissioner Huskins noted that in the building permit section of 'Common Procedures' section  
32 he was expecting to see a statement that said, 'here is the process by which you can get a building  
33 permit', but he felt nothing in this section told him how to do that and simply tells him what he  
34 could not do.

35  
36 Planning Director Darling stated that she understood his point and suggested that 1 and 2 needed  
37 to go under Introductory Provisions. She moved the discussion onto the third subdivision related  
38 to who would be authorized to file applications and subdivision 4 related to application fees. She  
39 noted that she would like to add an additional statement that made it clear that no application  
40 would be accepted without the actual application form, so people could not just simply submit  
41 their documentation.

42  
43 Commissioner Johnson noted that under application fees there is a statement that says that  
44 escrow amounts 'may' be required and asked if that should be changed to 'will'.

45  
46 Planning Director Darling suggested changing the wording to 'an escrow amount shall be required  
47 by the City, subject to Chapter 1301'. She moved the discussion onto subdivision 5, pre-  
48 application meetings and explained that they could come in for a meeting before they actually  
49 submit their application in order to allow staff to take a look at it and give initial comments. She  
50 noted that in the current Code this seemed to be required and she would like to make this more

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 4 of 16**

1 discretionary. She noted that if they come in for a pre-application meeting, she would like to  
2 change the language so it is clear that they must bring in a sketch for staff to look at.

3  
4 Commissioner Huskins asked if there was a charge to the applicant when there is a pre-  
5 application meeting.

6  
7 Planning Director Darling stated that there would not be a charge to the applicant in that situation  
8 because it would be handled by staff and not consultants.

9  
10 Commissioner Huskins gave the example of the City receiving an application that had many holes  
11 in it which had not held a pre-application meeting.

12  
13 Planning Director Darling acknowledged that was what usually happened.

14  
15 Commissioner Huskins stated that he did not think the fees were structured according to how  
16 much time staff spends reviewing an application. He explained that he felt that encouraging  
17 applications to have the pre-application meeting would end up as a benefit to staff because it  
18 would reduce the amount of time they would have to spend correcting issues. He stated that this  
19 was why he was thinking, in most cases, it would be better to have a requirement for a pre-  
20 application meeting.

21  
22 Planning Director Darling noted that most developers come in before they submit their application  
23 and meet with staff because it also saves them time and money.

24  
25 Commissioner Holker asked if there were any laws that kept the City from requiring a pre-  
26 application meeting.

27  
28 Planning Director Darling stated that with any planning and zoning application they have the right  
29 to submit the land-use applications and she did not think the City could turn it down solely because  
30 they had not met with staff ahead of time.

31  
32 City Planner Griffiths explained that the other thing that they would potentially run into was  
33 possible litigation related to what would really be considered an application requirement. He  
34 stated that as soon as you do application requirements then they start triggering review timelines  
35 that are required by State statutes. He stated that if they required a pre-application meeting, that  
36 would start the clock sooner.

37  
38 Planning Director Darling agreed that they would have to be really careful with that timeline but  
39 noted that there were cities that required fees just to have basic questions answered.

40  
41 Commissioner Huskins stated that if they leave this as discretionary, he asked if there was  
42 something that they could include that the procedure or process was intended to encourage this  
43 type of meeting, even if it was not required.

44  
45 Chair Eggenberger suggested language that simply stated that 'all applicants were encouraged  
46 to meet with the Zoning Administrator'. He asked if the applicant could choose to invite additional  
47 city staff to the meeting.

48  
49 Planning Director Darling explained that sometimes the applicant will say that they have more  
50 questions for the engineer, for example. She clarified that she did not think language should be  
51 added and should be left to her discretion on who will attend the meeting.

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 5 of 16**

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Commissioner Johnson asked if the Zoning Administrator was a new position.

Planning Director Darling stated that it was not and was the statutory definition of her principle job duties.

Chair Eggenberger asked where an applicant would go if they have issue with the Zoning Administrator.

Planning Director Darling explained that they can appeal it, but noted that in a small town such as Shorewood, they will have to work with her, even if they do not like her because the City staff was too small, so they do not have duplication of duties amongst staff like other cities may have. She explained that the appeal process would go through the Planning Commission and then onto the City Council. She moved the discussion onto subdivision 6, coordination of applications and 7, deadline for actions.

Commissioner Huskins stated that he felt the fees in a situation for coordination of applications needed to be clearly outlined. He suggested that there be language that says that each application fee would be additive and that there would not be a discount for coordination of applications.

Commissioner Johnson stated that she did not fully understand the deadline for action and noted that she felt it should be based on some application, but if there were a bunch of them bouncing around, she questioned which application the deadline would apply to.

Planning Director Darling explained that it would be for the complete application for preliminary approval.

Commissioner Huskins stated that if there were multiple applications, the clock would start ticking when all of them were completed.

Commissioner Johnson cautioned that she just didn't want the City to be responsible for having a deadline that was too early due to confusion about what 'delivery of an application' really was.

Planning Director Darling stated that there was a lot of case law on this topic so she did not think it would be confusing for applicants but noted that she would make sure that the City Attorney reviewed this language. She noted that subdivision 8 related to the premature subdivision was not really common so they want to move that.

Commissioner Huskins asked if there was convention for use of the word 'premature'.

Planning Director Darling explained that it was very intentional.

Commissioner Huskins stated that from a layperson's perspective he felt that by saying something was premature that meant that there was some cure in order to make it mature, but he felt some of the conditions listed were not actually curable.

Planning Director Darling stated that was correct and if the applicant cannot solve the problems that were listed, then they should not submit an application for subdividing.

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 6 of 16**

1 City Planner Griffiths stated that he felt the word 'premature' and much of this had a lot of case  
2 law that goes into them. He stated that the word 'premature' had been heavily litigated and comes  
3 directly from court review for subdivision ordinances.

4  
5 Commissioner Huskins asked whether an incurable factor would perpetuate this to be premature  
6 for eternity.

7  
8 Planning Director Darling stated that was correct, until something resolved the situation and  
9 explained that the City had the right to turn it down if the property was essentially not ready to be  
10 subdivided.

11  
12 Commissioner Huskins explained that he was fine with it but just felt it was a very strange word  
13 to use.

14  
15 Planning Director Darling noted that in this case, premature meant, not ready.

16  
17 Commissioner Huskins stated that he felt some of the conditions were more than not ready and  
18 would never be ready.

19  
20 Commissioner Huskins referenced item (6) in this section regarding providing public  
21 improvements.

22  
23 Planning Director Darling acknowledged that she was not sure what that meant and stated that  
24 she also had some questions for the consultant about this.

25  
26 Commissioner Johnson referenced the language that stated that it must be provided at public  
27 expense and asked if that meant that they were supposed to provide a park that was in a  
28 subdivision.

29  
30 Planning Director Darling stated that many subdividers do that.

31  
32 Commissioner Johnson asked if that was how the City wanted it to continue and noted that she  
33 felt that there ought to be very little that is actually paid by the public.

34  
35 Planning Director Darling agreed that she felt that they needed to have more internal  
36 conversations with the consultants about what they intended with this section. She stated that  
37 she gets the impression that it was serving as more of a catch-all section, which made her a bit  
38 nervous.

39  
40 Commissioner Huskins stated that he also questioned the use of the word 'reasonably' and gave  
41 the example of something that was aesthetically pleasing to one person would not be for another.  
42 He questioned what was meant by using the word reasonably in this statement and asked whose  
43 reason would take precedence.

44  
45 Planning Director Darling reiterated that was something that they would have to discuss with the  
46 consultants.

47  
48 Commissioner Johnson asked if there was anything with a premature application that would come  
49 before the Planning Commission.

50

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 7 of 16**

1 Planning Director Darling stated that depending on the type of application, it may come before  
2 the Planning Commission as well as the City Council. She moved the discussion onto subdivision  
3 11, appeal of decisions and explained that if someone did not like something she decided would  
4 be appealed directly to the City Council but noted that in the Zoning Ordinance it would go to the  
5 Planning Commission first. She noted that, in this case, they could also have the Commission  
6 review it and make a recommendation to the Council as well.

7

8 Chair Eggenberger asked if the 30 days in item 11.b. was statutory.

9

10 Planning Director Darling stated that she was not sure if that was exactly what it said in statute or  
11 if they were just putting a time period in there.

12

13 Commissioner Johnson questioned the use of the word 'delivery' and if that meant by e-mail,  
14 phone call, putting it in USPS, receipt of USPS, or by certified mail. She stated that she felt that  
15 30 days was a tight timeline so she felt that there should be something that talks about specifics  
16 related to delivery.

17

18 Planning Director Darling explained that typically it was the date that the Council acted on a  
19 resolution, but if there was an administrative review, it may be the date that she put something in  
20 writing and sent it out. She noted that e-mail had the same weight as USPS mail.

21

22 Commissioner Huskins asked if in 11.b, 'serve' was implying a subpoena.

23

24 City Planner Griffiths clarified that it would not necessarily be a subpoena but they would  
25 essentially inform the City with the notice of the appeal, and there would be a signed authorization  
26 by the City that it was received.

27

28 Commissioner Huskins explained that he wanted to just point this out in case it needed further  
29 clarification in future drafts. He referenced subdivision 10.a where it stated, 'unless substantial  
30 changes have been made which warrant reconsideration' and questioned the use of the word  
31 'substantial'. He explained that he would prefer it be something more clear that remediates all  
32 prior concerns that were raised.

33

34 Planning Director Darling stated that was usually her determination on whether it was substantially  
35 changed and explained that this was trying to prevent nuisance subsequent applications. She  
36 moved the discussion onto subdivision 12, registered land surveys and explained that she  
37 recommended this be put into applications because they are a separate type of application and  
38 not really a procedure. She noted that for subdivision 13, amendments, she liked having this  
39 section because it essentially was saying that if they were amending their preliminary plat, for  
40 example, they had to follow the same procedure that they did for the first one.

41

42 Commissioner Johnson stated that was not the way she read it and had actually thought it meant  
43 that the actual subdivision had to go through this review.

44

45 Planning Director Darling stated that these were actual amendments to the code and agreed that  
46 they were not appropriate for the common practices as well.

47

48 Commissioner Huskins referenced subdivision 12.c. and noted that he read this and was  
49 surprised because he did not think the Planning Commission ever had anything to do with building  
50 permits.

51

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 8 of 16**

1 Planning Director Darling explained that the Planning Commission does because they review  
2 preliminary plats and this was saying that the City cannot issue a building permit on registered  
3 land surveys until they have actually been approved.  
4

5 City Planner Griffiths noted that registered land surveys are a bit goofy because of the way they  
6 are done. He explained that there may be situations where a registered land survey could get  
7 approved and accepted for a property but the City may not be aware of it. He stated that this  
8 section was basically saying that if this happens and the City has not seen it yet, there was not  
9 an obligation to issue a building permit until they go through the whole process, as usual.  
10

11 Planning Director Darling moved the discussion on the administrative adjustments and noted that  
12 this was something new and reviewed various examples of the circumstances when this process  
13 would be used. She asked if the Commission would want to notify people in order to let them  
14 what was going on in the neighborhood. She stated that there could be a situation where they  
15 are notified and the get upset because they cannot really do anything and stating their opposition  
16 would not really impact the outcome.  
17

18 Commissioner Johnson asked if this was already in City Code.  
19

20 Planning Director Darling stated that it was not already in the City Code.  
21

22 City Planner Griffiths noted that this is a process that exists in many other communities in the  
23 Twin Cities area and explained that many times it is an alternative to judicial review for small  
24 issues.  
25

26 Commissioner Johnson stated that she felt this seemed like it was a bit more than a minor  
27 adjustment and explained that she was not sure she could support it.  
28

29 Commissioner Holker noted that it would still have to fall within the guidance for the zoning, so  
30 the City cannot turn it down.  
31

32 Commissioner Johnson referenced the administrative adjustment 1.c. where it talks about not  
33 being in violation of this chapter, the Zoning Code or the building code and asked if it should also  
34 include the Comprehensive Plan.  
35

36 Planning Director Darling explained the division of a base lot and shared examples around the  
37 City.  
38

39 Commissioner Johnson asked if an administrative adjustment could be made without notifying the  
40 other side.  
41

42 Planning Director Darling clarified that one person would own it until it was subdivided. She noted  
43 that there was one other type of subdivision that the City has no authority over which would be a  
44 condo plat where they would not own the land and just owned a portion of the home. She  
45 reiterated that this would be another type of subdivision but would not be under the City's purview.  
46

47 Commissioner Johnson stated that the question for the Commission to consider was whether they  
48 want to separate the administrative adjustments out or leave them within the minor subdivision.  
49

50 ***There was consensus of the Commission to separate administrative adjustments from***  
51 ***minor subdivisions.***

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 9 of 16**

1  
2 Commissioner Johnson asked for additional context on a base lot.

3  
4 Planning Director Darling gave an overview of base lots and shared an example of the lots at  
5 Lake Park Villas and explained that development was a unit lot/base lot subdivision. She moved  
6 the discussion onto minor subdivisions and noted that her recommendation was that it not be  
7 more than 2 lots and should not be on any lot that was not previously platted.

8  
9 Commissioner Huskins asked about the items that referenced in the R-1D zoning district neither  
10 lot may be greater than 125% of the minimum lot size for the zoning district.

11  
12 Planning Director Darling stated that she has not yet found the story for why that was included in  
13 the City's current code and had planned to ask the consultants to remove this from the code.

14  
15 Commissioner Johnson noted that this language was also used in the administrative adjustment  
16 section.

17  
18 Planning Director Darling explained that she felt the language should also be removed from that  
19 section.

20  
21 Commissioner Johnson asked if this was something that normally the Planning Commission  
22 would have normally considered, but now it goes straight to the City Council.

23  
24 Planning Director Darling explained that was what the consultant had suggested and noted that  
25 they could continue to have it go before the Planning Commission. She explained that the current  
26 procedure for a minor subdivision did not include notice to the neighborhood if it didn't require a  
27 variance and, in her opinion, if you have a public process, there should be some type of notice  
28 given.

29  
30 Commissioner Johnson clarified that her question was whether it would make more sense for it  
31 to come to the Planning Commission first and make a recommendation.

32  
33 Commissioner Holker stated that she keeps going back to the fact that if there are no variances,  
34 whether there would ever be a reason that the Commission wouldn't recommend approval other  
35 than their own personal preference. She noted that she wonders if it should come before the  
36 Planning Commission and would need to have a public hearing if there was actually nothing that  
37 could be done if people didn't like it, as long as it fit within the City guidelines. She stated that if  
38 there was nothing that the City can do about it she would question why they would want to just  
39 frustrate the public by coming and giving their opinion, when essentially the City would say thank  
40 you, but we cannot change anything.

41  
42 Chair Eggenberger stated that he agreed with Commissioner Holker.

43  
44 Commissioner Huskins stated that the issue would then become if there is a variance, it would  
45 have to come before the Planning Commission and would require a public hearing. He stated  
46 that he felt that there would be people there who would pay no attention to the variance request  
47 because they hate what is there.

48  
49 Commissioner Johnson asked, if they made the determination that a public hearing would only  
50 be necessary if there was a variance request, who would make sure that it complied with all the  
51 City Code and everything.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

JANUARY 7, 2025

Page 10 of 16

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Commissioner Holker stated that she assumed that would be handled by the Planning Department.

Commissioner Johnson referenced subdivision 4b under minor subdivisions and stated that she felt that this should just be for the Comprehensive Plan and not include mission, values, and polices.

Commissioner Huskins stated that he felt it came back to whether the City Council would want the Planning Commission to look at the cut-and-dried minor subdivisions even if there were no variances and asked how the Commission felt about that approach.

Planning Director Darling confirmed that was a question that she would be asking the Council.

Chair Eggenberger noted that even if the Commission didn't review it, staff would still give the Council a recommendation.

***There was a consensus that the Commission was comfortable with no notice requirements.***

Commissioner Johnson suggested that wherever there was a statement that included the Comprehensive Plans mission, vision and values, that they take a look at that and explained that she was not sure how 'squishy' that was supposed to be.

City Planner Griffiths stated that his guess was that wording was intended to encompass the entire Comprehensive Plan, but noted that they could probably say the same thing using less words.

Planning Director Darling moved the discussion onto preliminary plats and noted that the proposal was not very different than the current process. She noted that the things that will likely change would be to modernize the submittal requirements.

City Planner Griffiths explained that preliminary and final plats have the most statutory guardrails in place and can be more standardized from city to city.

Planning Director Darling explained that she would like to extend how long the application approval was good for and would like to change it from 6 months to 12 months.

Commissioner Huskins noted that what had caught his eye within the summary of changes was under subdivision variances where it talked about removal of the need for a public notice/hearing.

Planning Director Darling stated that she would like to change that to a public meeting because the published notice in the newspaper does nothing. She stated that she thinks only once or twice in her 30 years of planning has she had people come and ask about legal notices.

Commissioner Johnson referenced the preliminary plat requirements and asked if the third party permissions for things such as trails that go through property had to be identified.

Planning Director Darling stated that it would not need to be identified and explained that it would be a permit from another jurisdiction that the City would have to see before they could subdivide.

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 11 of 16**

1 Commissioner Huskins asked if they could move onto park dedication and asked why there was  
2 a difference in the park dedication calculation between residential and non-residential  
3 developments.

4  
5 Planning Director Darling explained that usually, commercial projects do not have to pay the same  
6 rate of park dedication that residential does which was in direct proportion to the lesser use  
7 generated by commercial properties which is why it was changed from 8% to 5%.

8  
9 Commissioner Johnson stated that she would like to see this amount remain at 8% for both  
10 commercial and residential.

11  
12 Commissioner Huskins asked if a parcel had already paid park dedication at the beginning  
13 whether it would be required to pay more if they subdivided.

14  
15 Planning Director Darling stated that they be required to pay more, but they would get credit for  
16 the amount that they had previously paid.

17  
18 Commissioner Johnson asked about subdivision 2 under park dedication regarding cash in lieu  
19 of land and suggested that this be struck wherever it appeared in the document because it was  
20 primarily based on the value of raw land. She stated that it talks about going into the City Park  
21 Fund but there isn't much said about the use of it once it goes into that fund and explained that  
22 she objected because she felt there ought to be a dedication of land because that is a big part of  
23 what makes Shorewood what it is today.

24  
25 Planning Director Darling explained that Shorewood was a built-out City, according to the  
26 Comprehensive Plan which meant that they do not acquire more land for parks unless it was  
27 directly adjacent to an existing park or in an area of need, such as south of Galpin Lake. She  
28 stated that what the City was looking for with each subdivision was the cash payment and noted  
29 that most of the park dedication that the City receives is actually in the form of cash in lieu of land.  
30 She explained that this cash goes into a special fund and are used for improvements to existing  
31 parks or acquisition of park land.

32  
33 Commissioner Johnson stated that this says that you cannot get any more existing land but she  
34 felt that they could if they kept the existing percentages.

35  
36 City Planner Griffiths stated that one thing to think about is when they talk about acquiring land, it  
37 has to be within the boundary of the subdivision, if the City was going to take park land. He  
38 clarified that meant that they could not go somewhere else and buy additional property but would  
39 mean that if someone, for example, came forward with a 3-lot subdivision on one acre of land,  
40 that parkland would have to be contained within the area and would essentially be a postage  
41 stamp park. He explained that the park dedication money allows the City to accept the payment  
42 and then spend the money in a location to buy land adjacent to an existing park rather than being  
43 shoehorned into the exact site location.

44  
45 Commissioner Huskins asked who made the determination about land versus money for park  
46 dedication.

47  
48 Planning Director Darling explained that the requests go to the Park Commission for a  
49 recommendation to the City Council, but noted that it goes back to the Comprehensive Plan and  
50 what it says which is that the City would prefer to have cash over having small bits of land  
51 throughout the City.

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 12 of 16**

1  
2 Commissioner Johnson asked if trails would be considered parks.

3  
4 Planning Director Darling stated that some cities do consider trails as parks, but in Shorewood,  
5 they are funded through the Street Fund, except for things like the trails in Freeman Park.

6  
7 Commissioner Johnson stated that she just felt that this language did not have enough meat  
8 around it.

9  
10 Planning Director Darling agreed that the language in this section may still need a bit of work.

11  
12 Commissioner Johnson stated that she would be interested in seeing how the percentages for  
13 park dedication were handled in other cities, such as for commercial properties, and reiterated  
14 that she felt the language used was a bit weak. She clarified that she did not like that the City  
15 could not get land.

16  
17 Chair Eggenberger asked if the Commission was ready to wrap up their discussion on this agenda  
18 item.

19  
20 Commissioner Johnson asked if the Commission would see this document again after the  
21 revisions have been made.

22  
23 Planning Director Darling stated that it would come back before the Commission.

24  
25 Chair Eggenberger recessed the meeting at 9:07 p.m. and reconvened at 9:11 p.m.

26  
27 C. Discussion of Zoning Ordinance Amendments to the R-3A and Related Amendments  
28 Needed to Implement Medium Density Land Use  
29 Applicant: City Initiated

30  
31 Planning Director Darling gave an overview of the Zoning Ordinance amendments to the R-3A  
32 that were necessary in order to implement medium density land use that would allow 6-8 units  
33 per acre. She outlined some of the amendments she was proposing including changing 'elderly  
34 housing' to 'age-restricted housing'.

35  
36 Commissioner Huskins asked about the use of the term subdivision and if when he sees it he  
37 should be thinking about the previous agenda item.

38  
39 Planning Director Darling stated that was correct but noted that there is one section that was  
40 currently located in the Zoning Ordinance that she was recommending be moved to the  
41 Subdivision Ordinance which was the subdivision of twin homes and townhomes into separate  
42 lots for ownership.

43  
44 Commissioner Huskins stated that he also thought it was very clear that they were cutting out  
45 two-family homes from this because they cannot get the density, but in many portions of the  
46 document two family homes were still included.

47  
48 Planning Director Darling suggested that they go through those because in some cases there will  
49 be standard conditions that apply to more than just these two zoning districts. She began the  
50 overview of the proposed changes beginning with definitions and the removal of quadrominium  
51 and just refer them to townhouses.

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 13 of 16**

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Commissioner Johnson referenced the marina property and the other properties that were discussed recently, it says allows development of between 6 and 8 units per acre and asked if the dredging company property, for example, would be 6 to 8 units.

Planning Director Darling clarified that the dredging company property was guided for high-density development. She noted that the property they were looking at tonight was the property that has the dry storage of boats for the marina and the marina itself which are separate parcels from the dredging company. She noted that the parcel was a bit deceptive because the southern portion of the property is all wetland.

Commissioner Johnson asked if this meant that the marina property had to have 6 to 8 residential units.

Planning Director Darling stated that they can use it as a marina indefinitely, but if there was some other use, without a zoning change, they could also propose to redevelop it for townhouses or apartments.

Commissioner Holker stated that depending on what their overall acreage was without the wetland areas, it will be more than just an overall 6 to 8 units per acre and would most likely be more than that.

Planning Director Darling clarified that it would actually be less than that amount after the removal of the wetlands.

Commissioner Huskins asked Planning Director Darling to review the townhouse-attached definition.

Planning Director Darling reviewed examples of attached townhouses, including row homes or back-to-back homes.

Commissioner Huskins noted that as stated here, a detached townhouse would not be acceptable in this district.

Planning Director Darling clarified that it would not be, except through a PUD.

Commissioner Huskins explained that when he read this he understood it to be apartments or townhomes, but not two-family dwellings, and reiterated that within the document he kept finding references to two-family dwellings, which he found confusing.

Planning Director Darling moved the discussion onto the proposed changes in the districts.

Commissioner Huskins referenced subdivision 4.c (1) under R-3A and asked why the required side yard setbacks shall not be any greater than 30 feet.

Planning Director Darling stated that was all existing language, so she was not sure why it was put in there. She noted that side yards are typically 10 or 15 feet and would rarely be more than 15 feet.

**CITY OF SHOREWOOD PLANNING COMMISSION MEETING**

**JANUARY 7, 2025**

**Page 14 of 16**

1 Commissioner Huskins stated that they have gotten used to seeing things were people are not  
2 hitting what they were supposed to and essentially look the other way if someone has more of a  
3 setback than the code says that they need.

4  
5 Planning Director Darling stated that this caps the required setback, but noted that people can  
6 still have more of a side yard setback than 30 feet, but it was not required.

7  
8 Commissioner Huskins suggested that they may want to work on the wording on this item.

9  
10 Planning Director Darling explained that there were very few parcels in the City that this section  
11 would apply to so they could remove schools and recreational buildings in a few districts.

12  
13 Commissioner Huskins clarified that he was not implying that it should be removed but just that  
14 the language just be made more clear.

15  
16 Commissioner Johnson stated that she wouldn't mind the removal of subdivision 4.c.

17  
18 Planning Director Darling stated that it had to be included.

19  
20 Commissioner Huskins reiterated that if it was kept in, he would like it to be worded a bit more  
21 clearly.

22  
23 Planning Director Darling reiterated that they could remove schools and recreation buildings from  
24 some of the districts because everything did not need to be allowed.

25  
26 Commissioner Johnson stated that the medium density requirements are for 6 to 8 units per acre  
27 and asked if it could go higher than that.

28  
29 Planning Director Darling stated that it could not go higher than 6 to 8 units per acre and clarified  
30 that it would be capped at 8 units per acre.

31  
32 Commissioner Johnson stated that she found the lot size changes to be strange.

33  
34 Planning Director Darling explained that the sizes were what would be needed in order to get to  
35 6 to 8 units per acre.

36  
37 Commissioner Huskins asked if there was a difference between dwelling unit and unit.

38  
39 Planning Director Darling stated that there was not a difference and noted that her hope was to  
40 correct these references so it would be 'unit' through most of the ordinance.

41  
42 Commissioner Huskins referenced Subd. 7 where the word dwelling was a new word that had  
43 been added.

44  
45 Planning Director Darling offered to take it out if the Commission would like.

46  
47 Commissioner Huskins stated that if unit and dwelling unit were essentially the same, he would  
48 think that they should all be referred to as the same thing.

49  
50 Planning Director Darling explained that in this reference, she had put in dwelling unit because  
51 this was a unit of housing versus a unit of paper or other product.

1  
2 Commissioner Huskins stated that if both commercial and residential were included in this  
3 document he felt it would make sense to use dwelling unit.

4  
5 Commissioner Johnson pointed out a small typographical error in Section 3, subdivision 4.c.

6  
7 Commissioner Huskins referenced Section 3, subdivision 2 a. and noted that the last words in  
8 this section say 'with the following standards and limitations', but then it just moves on to item b.

9  
10 Planning Director Darling suggested some other language that could be used since it could not  
11 just directly follow that statement.

12  
13 Commissioner Huskins referenced Section 3, subdivision 3.a (2) asked how many levels there  
14 could be for a clubhouse and asked if this point was predicated on something.

15  
16 Planning Director Darling stated that she believed that this statement was intended to minimize  
17 the size of the clubhouse so it was not a party place.

18  
19 City Planner Griffiths stated that the clubhouse would be limited to 2.5 stories in this zoning district.

20  
21 Planning Director Darling clarified that the height limitation was listed in subdivision 6.

22  
23 Commissioner Johnson stated that in the coming sections they do use two family and townhouse  
24 dwellings and asked if they wanted to continue using them that way or if they should be tied to  
25 the definitions that were already prepared and shared some examples of where she found these  
26 within the document.

27  
28 City Planner Griffiths stated that was how they were intended to be used.

29  
30 Planning Director Darling stated that those are defined terms.

31  
32 Commissioner Holker noted that within Section 3 there was not a subdivision 1.

33  
34 City Planner Griffiths clarified that they had simply skipped to subdivision 2 because there were  
35 no changes to subdivision 1.

36  
37 Commissioner Huskins referenced the table related to parking lot dimensions and asked for a  
38 simple explanation of the statement delineated by an asterisk.

39  
40 Planning Director Darling explained that this statement had a typographical error in it which was  
41 what she was trying to correct. She stated that when they were calculating the parking space  
42 dimensions, they can assume that each space includes 2 feet for vehicle overhang.

43  
44 Commissioner Huskins noted that in Section 10, subdivision 16, there was a reference to  
45 'townhouse dwelling lots'. He gave the example of language throughout the document that says  
46 something like 'shall comply with the Minnesota State building code' and asked if that would be  
47 something that would be common for anyone reading this to know what it was and where they  
48 could find it.

49  
50 Planning Director Darling stated that it would be something they anyone reading this would know  
51 where it could be found.

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Commissioner Johnson pointed out a reference to elderly housing that still needed to be removed.

**6. REPORTS**

- **Council Meeting Report**

City Planner Griffiths noted that at the last Council meeting, they approved a code amendment that did not come before the Commission related to amendments to native vegetation due to a change in State law.

Planning Director Darling reviewed the agenda for the last Council meeting and gave a brief overview of what was discussed.

- **Draft Next Meeting Agenda**

City Planning Griffiths stated that the Commission can expect their next meeting to be lengthy because there are two subdivision applications, one variance, as well as the next chunk of the subdivision code that was started earlier in the meeting.

**7. ADJOURNMENT**

**Johnson moved, Huskins seconded, adjourning the Planning Commission Meeting of January 7, 2025, at 10:20 P.M. Motion passed 4/0.**



City of Shorewood

## City Council Meeting Item

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Item  
6B

**Title/Subject:** Review Variance to the Side Yard Abutting a Street Setback  
**Meeting Date:** January 27, 2025  
**Prepared by:** Jake Griffiths, City Planner  
**Reviewed by:** Marc Nevinski, City Administrator  
Marie Darling, Planning Director  
**Attachments:** Planning Memorandum from the January 7, 2025 Meeting  
Resolution

---

### Background

See the attached planning memorandum for detailed background on this request. At the January 7, 2025, meeting, the Planning Commission unanimously recommended approval of the variance request, subject to the conditions in the attached resolution.

### Summary of Public Testimony:

The applicant was the only member of the public present at the meeting and the applicant spoke in favor of the application. No written comments from the public were received.

Notice of the application was mailed to all property owners within 500 feet of the property and staff installed a sign in front of the property. Notice of the Planning Commission meeting was sent to all property owners within 500 feet of the property.

### Financial Considerations

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

### Action Requested

Motion to approve the attached resolution approving a variance to the side yard abutting a street setback to accommodate construction of a portico for Eric Magistad at 6040 Cajed Lane.

A majority vote of the Council is required.



City of Shorewood

# Planning Commission Meeting Item

Item  
5A

**Title/Subject:** Variance from the Side Yard Abutting a Street Setback for a Proposed Portico

**Meeting Date:** January 7, 2025

**Prepared by:** Jake Griffiths, City Planner

**Reviewed by:** Marie Darling, Planning Director

**Attachments:** Applicant’s Plans & Narrative

**Applicant:** Eric Magistad

**Location:** 6040 Cajed Lane

**Review Deadline:** March 4, 2025

**Comprehensive Plan:** R-1A Single Family Residential

**Zoning:** Minimum Density Residential

### REQUEST

The applicant is requesting a variance from the 50-foot side yard abutting a street setback established by the R-1A zoning district to accommodate construction of a portico on the front of their dwelling. The portico is proposed to be constructed on an existing concrete stoop and is proposed to be setback 28-feet from the property line, where a 50-foot setback is required. If the variance request is approved, construction of the portico will require a building permit. The applicant’s plans and narrative are attached for review. After a building permit for the portico was denied by the City of Shorewood in September 2024, it appears that the frame of the portico has already been constructed without permits.

Notice of the application was sent by postcard to all property owners within 500 feet of the property and a sign was also placed in front of the property. 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. As of the publication of this report, no correspondence has been received from the public regarding this application.



Photo Courtesy Hennepin County

### BACKGROUND

The lot was created as part of the Afton Meadows plat in the 1960s prior to detailed record keeping and the home was subsequently constructed in 1977. The existing home is legally nonconforming, or “grandfathered in”, to the side yard abutting a street setback as the

northeast corner of the home is setback only 26.6 feet from the property line. The surrounding neighborhood is mostly developed with single-family homes that have similar legally nonconforming setbacks, the only exception being the property to the north which is the Woodside Cemetery.

#### Applicable Code Sections

City Code 1201.10, Subd. 5. d. (3) requires a setback of 50 feet from side lot lines abutting a public street. Even though the front of the dwelling and the driveway faces Cajed Lane, City Code defines this as the side lot line as this is a corner lot and the lot line fronting Cajed Lane is longer than the lot line fronting Beverly Drive. Regardless, the setback remains 50 feet whether the lot line is classified as the front or the side yard abutting a street.

#### Why is a variance required?

While City Code 1201.03, Subd. 3. c. (4) provides an exception to setbacks for construction of a portico, that exception is limited to an encroachment of no more than 4 feet. Since the applicant is proposing a 5-foot by 5-foot portico, this exception does not apply to the applicant's proposal. City Code 1201.03 Subd. 3. d. also provides some flexibility for residential neighborhoods where dwellings were uniformly constructed at a lesser setback than what is required by the City Code. However, that flexibility only applies to the front yard setback and not the side yard abutting a street setback. Since the applicant is proposing an encroachment into the side yard abutting a street setback, this exception does not apply to the applicant's proposal and a variance would therefore be required.

#### What is a Portico?

A portico is a porch leading to the entrance of a building with a roof structure over a walkway that is supported by columns. The photo below shows the current front of the applicant's home with existing wooden columns that would be utilized in construction and finishing of the portico. The applicant's attached plans provide more detailed information on the design of their specific request.



*Photo Courtesy City of Shorewood*

### Impervious Surface Coverage

Maximum impervious surface coverage for the subject property is 33%. Existing impervious surface coverage is 15.4%, which meets this requirement. The proposed portico is proposed to be constructed on an existing stoop resulting in no increase to impervious surface.

### **ANALYSIS**

City Code 1201.05, Subd. 3. a. establishes review criteria for variance requests. These criteria are open to interpretation, and the applicant's attached narrative provides their interpretation of how their request meets the review criteria. Staff has reviewed the request according to the criteria as follows:

*Intent of the Comprehensive Plan and Zoning Ordinance:* The applicant proposes 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. While the zoning ordinance ultimately seeks to reduce the number of nonconformities, in this case the construction of the portico would be at a greater setback (28 feet) than the existing dwelling (26.6 feet) and would not substantially increase the extent of the legal nonconformity to the side yard abutting a street setback.

*Practical Difficulties:* Practical difficulties include three factors, all of which must be met to grant a variance:

- a) *Reasonable:* Porticos are a common architectural feature of single-family residential homes, and it is a reasonable request to construct the portico at a greater setback than the existing dwelling.
- b) *Unique Situation v. Self-Created Situation:* The situation is unique to this property as the home was constructed prior to modern zoning regulations and is legally nonconforming to the 50-foot side yard abutting a street setback. Due to the way setbacks are applied to this property, almost any addition would require a variance. The proposed portico is a minor exterior improvement that is situated on an existing stoop and will not increase the extent of the legal nonconformity on the property.
- c) *Essential Character:* Most of the properties in this neighborhood have lesser setbacks than what is currently required by the City Code. The proposed portico is to be built on an existing stoop and would not significantly impact the essential character of the neighborhood.

*Economic Considerations:* Economic considerations are not the sole basis for the variance request.

*Impact on Area/Public Welfare, Other Lands or Improvements:* There appear to be no impacts.

*Minimum to Alleviate Practical Difficulty:* The variance request is for the minimum distance to alleviate the practical difficulty and to accommodate construction of the portico.

**FINDINGS/RECOMMENDATION**

Staff finds the proposed variance request meets the review criteria and recommends approval of the application subject to the following conditions:

- The applicant must obtain all necessary permits for construction prior to March 1, 2025, and pass all required permit inspections.

The Planning Commission is requested to hold a public meeting on the proposed variance request and make a recommendation to City Council. Staff acknowledges that the variance review criteria are open to interpretation and the Planning Commission could reasonably find otherwise.

**Eric Magistad**

6040 Cajed Lane

Shorewood, MN 55331

651-208-3855

eric.magistad@gmail.com

NOV 19 2020

**City of Shorewood**

**Planning & Protective Inspections**

1. The variance, and its resulting construction and use, is consistent with the intent of the comprehensive plan and in harmony with the general purposes and intent of the zoning regulations

**Applicant response:** This is a small portico project extending the entryway from the house by 5.5 feet (please see attached slides). We recently replaced the front door and thought a portico would complement the new entryway. The portico frame will sit atop an already existing concrete stoop. The construction project is consistent with the comprehensive plan insofar as the project is a small exterior improvement that is consistent with the existing residential zoning classification. The project does not involve any digging or expansion of any impervious surface.

2. The applicant has established that there are practical difficulties in complying with this Chapter. Practical difficulties mean:

- (a) The property owner proposes to use the property in a reasonable manner, but which is not permitted by this Chapter.
- (b) The plight of the landowner is due to circumstances unique to the property not created by the landowner.
- (c) The variance, if approved, would not alter the essential character of the locality.

**Applicant response:**

- a) The distance between the street and the entryway of the house is legally nonconforming. We are attentive to these regulations and believe this small portico project represents a façade improvement that will enhance general neighborhood aesthetics without having any detrimental impact to neighbors or city infrastructure.
- b) The problem we face with this project is the house is too close to the street. The house was constructed in 1977, and we have owned and lived in the property for just over two years and were unaware that the house was legally non-conforming prior to closing.
- c) The portico above the entryway is a minor construction project that involves erecting a frame on an existing concrete stoop. The entryway is currently very two-dimensional and lacks depth or character. This portico project will conform agreeably with other neighborhood entryways and housing facades.

NOV 14 2024

3. The variance would not be based exclusively on economic considerations.

**Applicant response:** This portico project will have a negligible or modest impact on the market value of the property. It is our intention to reside at this address (where the improvement is taking place) for 5-10 years, minimum.

4. The variance shall not impair an adequate supply of light and air to adjacent property, unreasonably increase the congestion in the public street or increase the danger of fire or endanger public safety.

**Applicant response:** This portico project will have no quality-of-life or public safety impacts on neighbors. There will be no water, light, visibility or traffic effects. If anything, the project will contribute to better neighborhood aesthetics.

5. The variance, and its resulting construction or project, would not be detrimental to the public welfare, nor would it be injurious to other lands or improvements in the neighborhood.

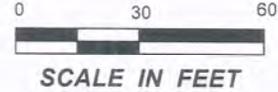
**Applicant response:** This portico project will not be detrimental to public welfare and will not affect neighborhood land, public infrastructure or other nearby improvement projects.

6. The variance is the minimum variance necessary to address or alleviate the practical difficulties.

**Applicant response:** The variance is the minimum necessary. We are not requesting anything except permission to extend the house facade from the house where the portico frame will sit atop an existing concrete stoop.

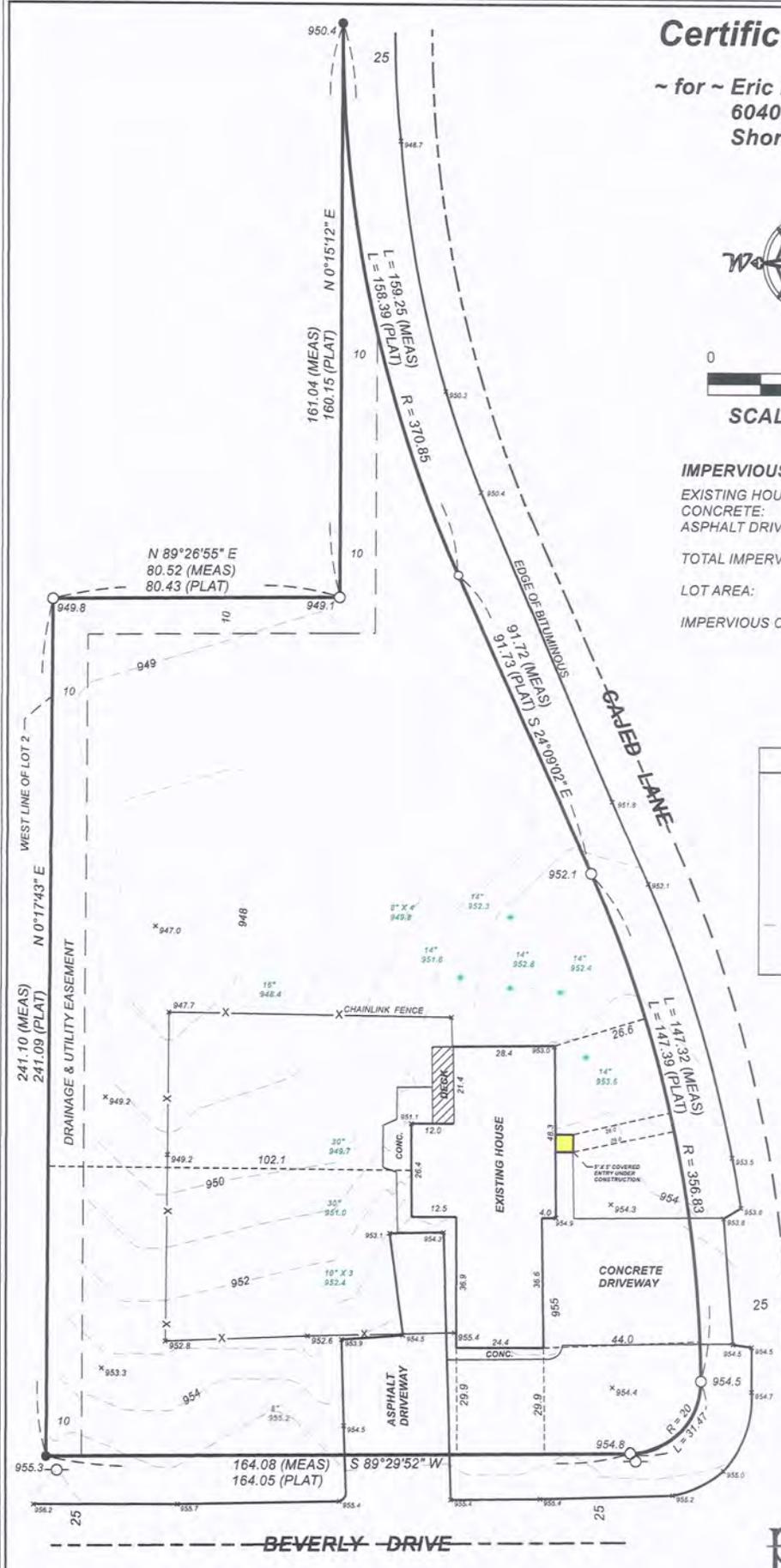
# Certificate of Survey

~ for ~ Eric Magistad  
6040 Cajed Lane  
Shorewood, MN 55331



**IMPERVIOUS SURFACE COVERAGE:**

EXISTING HOUSE:	2,570 S.F.
CONCRETE:	2,320 S.F.
ASPHALT DRIVEWAY:	1,371 S.F.
<b>TOTAL IMPERVIOUS:</b>	<b>6,260 S.F.</b>
<b>LOT AREA:</b>	<b>40,697 S.F.</b>
<b>IMPERVIOUS COVERAGE:</b>	<b>15.4 %</b>



**LEGEND**

○	Set 1/2" X 14" rebar marked with cap number 22703
●	Found Iron Monument
●	Coniferous Tree
●	Deciduous Tree
- - -	Contour Line
X	Spot Elevation
○	Power Pole

**DESCRIPTION OF PROPERTY:**  
Lot 2, Block 3, AFTON MEADOWS,  
Hennepin County, Minnesota.  
Subject to easements of record.

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

Steven V. Ische 22703 10/31/24  
Steven V. Ische License No. Date

PROJ. #2477-00 NAVD88 VERTICAL DATUM



1600 Arboretum Blvd., Suite 203  
Victoria, MN 55386  
952-443-3010

RECEIVED

NOV 04 2024

YOUR PHOTOGRAPHY



This is what we have asked our contractor (Cornerstone Construction LLC) to build for a portico at **6040 Cajed Lane, Shorewood, MN 55331**

**(Note: this is an example and not a photo of our house)**

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NOV 04 2024

CITY OF SHELBYVILLE

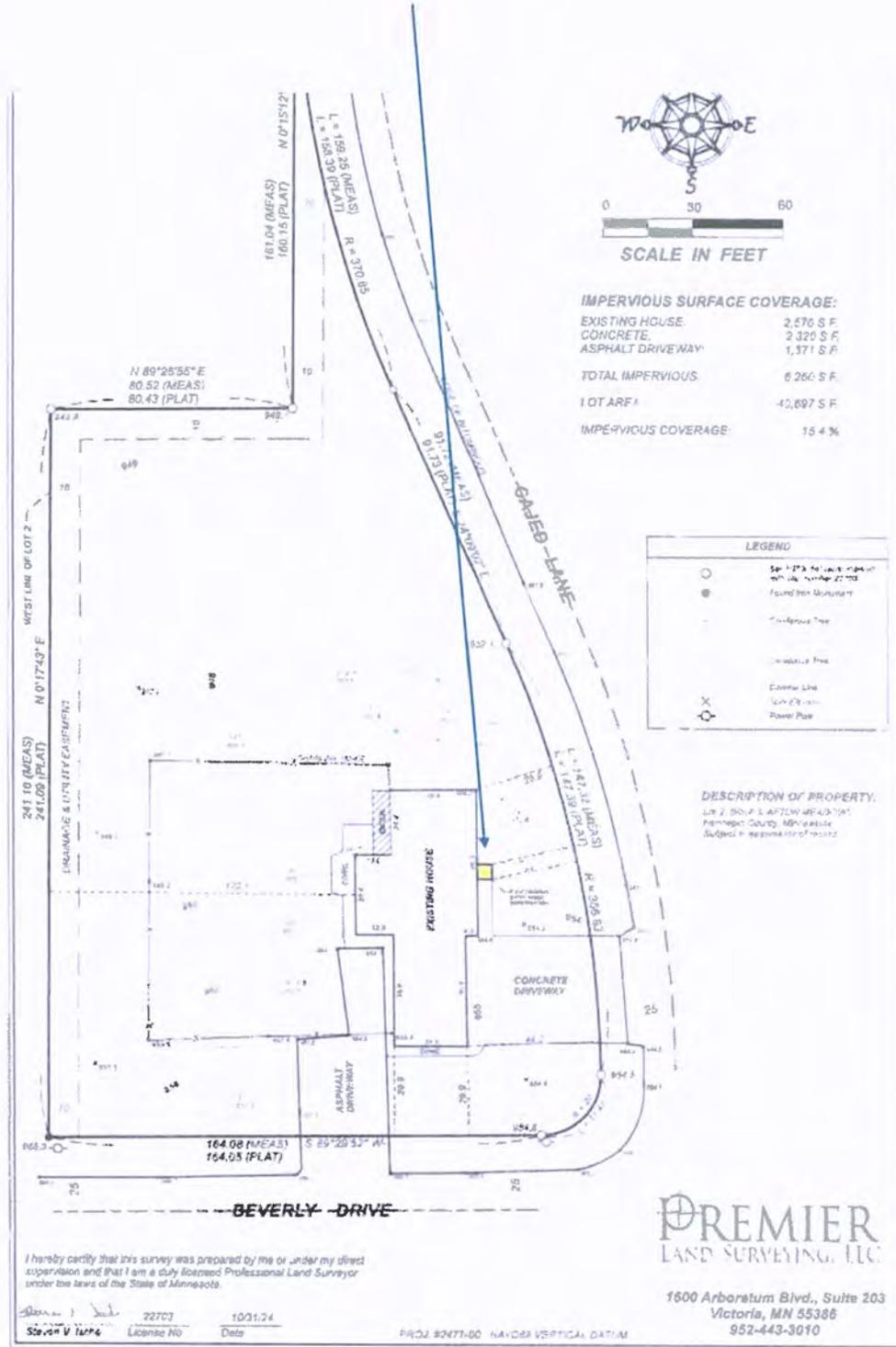


This is what our contractor framed to support the portico before we knew it required a variance. The framing can be easily dismantled if variance is not approved. This is a current photo of our home.

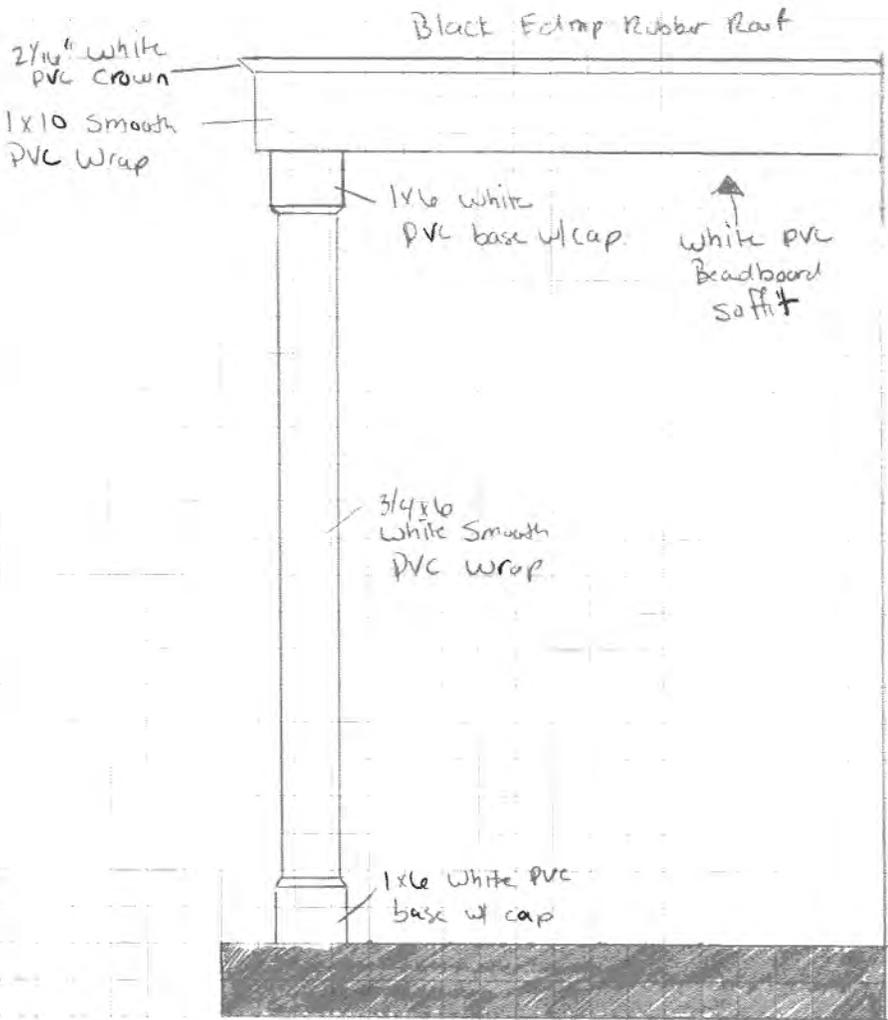
**Note:** the frame sits upon an existing stoop so there is no digging required or net addition to impervious surfaces.

NOV 04 2024

# Proposed portico



This is view from our recent survey. The portico location is highlighted yellow.



2 1/4" White PVC Crown

1x10 Smooth PVC Wrap

Black Edmp Rubber Roof

1x6 White PVC base w/cap.

White PVC Beadboard Soffit

3/4x6 White Smooth PVC wrap

1x6 White PVC base w/cap

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SEP 24 2024

CITY OF SHOREWOOD

8'  
Existing House

- Existing Concrete Step

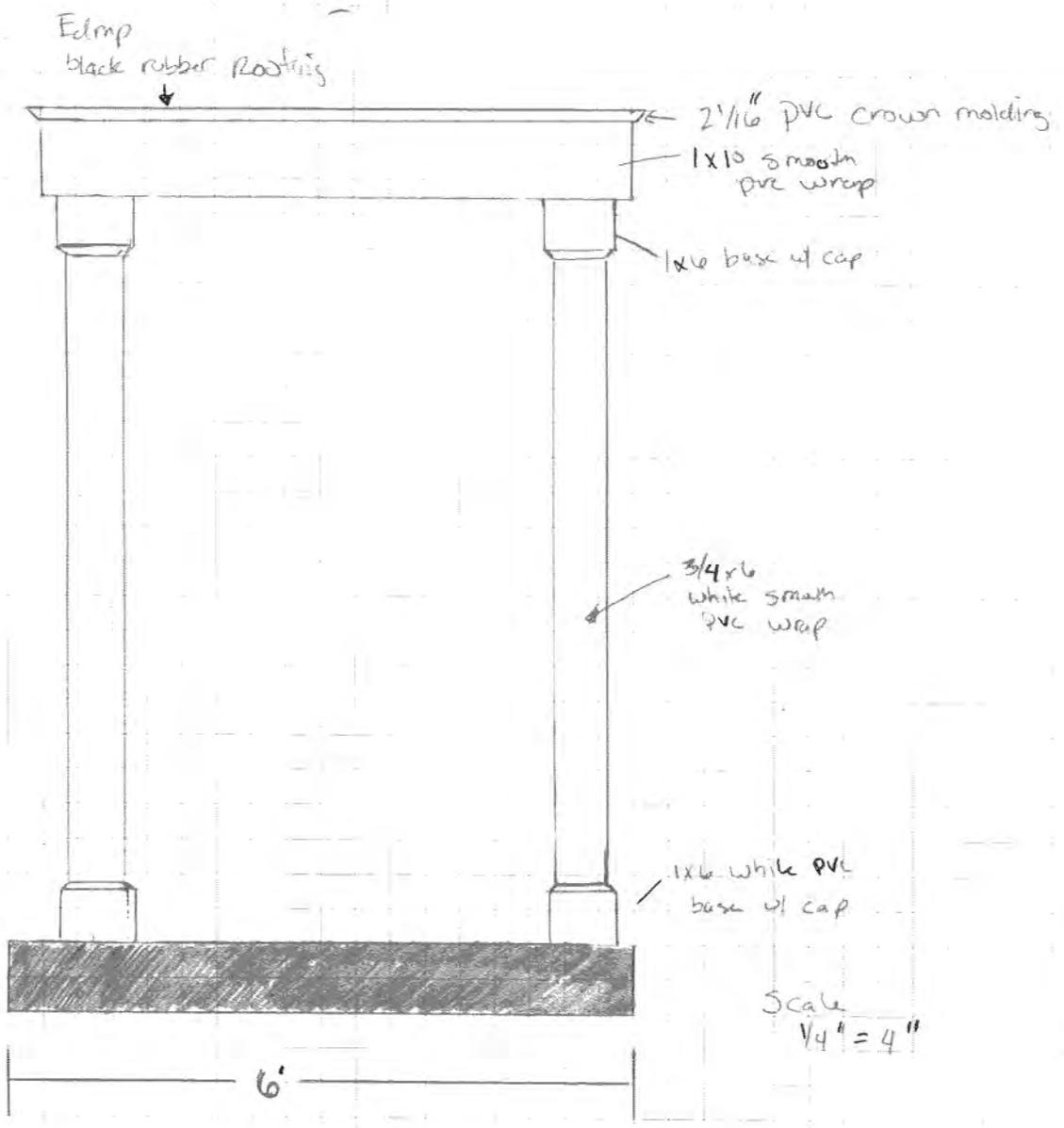
Scale 1/4" = 4"

• Front Elevation

All finish materials will be white  
PVC trim will be installed with screws & matching plugs

RECEIVED  
SEP 24 2024  
CITY OF SHOREWOOD

Existing Concrete Stoop →



**RESOLUTION 25-018**

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

**A RESOLUTION APPROVING A VARIANCE TO THE SIDE YARD  
ABUTTING A STREET SETBACK TO ACCOMMODATE CONSTRUCTION OF A PORTICO  
FOR PROPERTY LOCATED AT 6040 CAJED LANE**

**WHEREAS**, Eric Magistad (the “Applicant”) proposed to construct a portico on the side of the home that would be 28 feet to the side yard abutting a street property line where 50 feet is required; and,

**WHEREAS**, the property is legally described as:

Lot 2, Block 3, AFTON MEADOWS, Hennepin County, Minnesota. Subject to easements of record.

**WHEREAS**, the Applicant’s request was reviewed by the planning staff, whose recommendation is included in a memorandum for the January 7, 2025 Planning Commission meeting, a copy of which is on file at City Hall; and

**WHEREAS**, the Planning Commission held a public meeting on January 7, 2025 to review the application, the minutes of the meetings are on file at City Hall; and

**WHEREAS**, the City Council considered the application at its regular meeting on January 27, 2025, at which time the planning staff memorandum and the Planning Commission’s recommendations were reviewed and comments were heard by the City Council from the Applicant, staff and public.

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

**FINDINGS OF FACT**

1. The subject property is located in the R-1A zoning district, which requires all buildings to be set back 50 feet from the side yard abutting a street property line.
2. The existing lot was created in 1960s prior to modern record keeping and the home was subsequently constructed in 1977.
3. The existing home, constructed in 1977, is legally nonconforming to the side yard abutting a street setback as the northeast corner of the home was approved at the time of

construction with only a 26.6 foot setback from the property line where 50 feet is currently required.

4. Section 1201.05 of the zoning regulations provides that the purpose of a variance is to allow a process to deviate from the strict provision of the zoning regulations when there are practical difficulties, and the action is the minimum to alleviate the practical difficulties.
5. Section 1201.05 of the zoning regulations includes criteria for making the above determination.
6. The Applicant's proposal is identified on the application materials and plans submitted on September 25 and November 4, 2024 (the "Plans").

### **CONCLUSIONS**

- A. Based upon the foregoing, and the records referenced herein, the City Council hereby approves the Applicant's request to construct a portico on their home at 28 feet from the side yard abutting a street property line where 50 feet is required, as shown on the Plans.
- B. The City Council finds the variance request for a portico and its resulting construction and use, is consistent with the intent of the comprehensive plan and in harmony with the general purposes and intent of the zoning regulations.
- C. The City Council finds that the request specifically demonstrates practical difficulties based on the existing size and shape of the lot and the original construction of the home being legally nonconforming to the side yard abutting a street setback. The portico is a reasonable residential use, the difficulties were not created by the homeowner but created by the lots narrower and smaller size and that the addition would not alter the essential character of the neighborhood.
- D. The City Council finds that the improvements proposed are not solely based on economic considerations, but to enhance the livability of the home.
- E. The City Council finds that the portico would not impair an adequate supply of light and air to an adjacent property, increase the risk of fire or increase the impact on adjacent streets.
- F. The City Council finds that the portico would not be detrimental to the public welfare nor would it be injurious to other lands or improvements in the neighborhood.
- G. The variance is the minimum variance necessary to address or alleviate the practical difficulties caused by the original construction.
- H. Prior to March 1, 2025 and any additional work being completed, the applicant shall acquire all necessary permits and subsequently pass all required permit inspections.

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

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

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA** this 27th day of January, 2025.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**