

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 14, 2025

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

For those wishing to listen live to the meeting, please go to shorewoodMN.gov/CityCouncil for the meeting link. 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 Work Session Minutes of March 24, 2025 | Minutes |
| B. City Council Regular Meeting Minutes of March 24, 2025 | Minutes |
| C. Verified Claims List | Claims List |
| D. Public Works Seasonal Appointments | City Clerk/HR Director Memo |
| E. Hennepin County Sentence to Serve and Productive Day Agreements | Public Works Director Memo |
| F. Extension of Plat Approvals, Development Agreement & Stormwater Management Agreement for Asakenas Addition | Planning Director Memo
Resolution 25-034 |

- | | |
|---|---|
| G. SafeAssure Quote and Service Agreement | Public Works Director Memo |
| H. Parks & Recreation Sponsorship for Concert in the Park | Parks/Rec Manager Memo
Resolution 25-035 |
| I. Tonka United Kick-Off Food Truck | Parks/Rec Manager Memo
Resolution 25-036 |
| J. Reserve Policy | Finance Director Memo |

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

4. REPORTS AND PRESENTATIONS

5. PARKS

- | | |
|--|---------|
| A. Report by Commissioner Wenner on 03-25-25 Park Commission Meeting | Minutes |
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6. PLANNING

- | | |
|--|---|
| A. Public Hearing: CUP Amendment for Antenna Installation
Location: 26350 Smithtown Rd
Applicant: Buell Consulting, Inc. On Behalf of Verizon Wireless | Planning Director Memo
Resolution 25-037 |
| B. CUP Amendment & IUP for Construction of New Home
Location: 27225 Smithtown Rd
Applicant: Alan and Jessica Brandhorst | Planning Director Memo
Resolution 25-038 |
| C. Variance to Rear Yard Setback for Detached Garage
Location: 5765 Eureka Rd
Applicant: Dan Wallace | Planning Director Memo
Resolution 25-039 |

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Rental Licensing Software Quote & Service Agreement Planning Director Memo

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

1. Communications Update Communications/Recycling Coordinator Memo

B. Mayor and City Council

10. ADJOURN

**CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, MARCH 24, 2025**

**5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
5:30 P.M.**

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 5:30 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Labadie, Sanschagrín, Gorham, and DiGruttolo; City Attorney Shepherd; City Administrator Nevinski; Parks and Recreation Manager Czech; City Clerk/HR Director Thone; Planning Director Griffiths; Director of Public Works Morreim; and, City Engineer Budde

Absent: Councilmember Maddy

B. Review Agenda

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

2. DRAFT 2025 STRATEGIC PLAN

City Administrator Nevinski explained how City staff had come up with the proposed 2025 Strategic Priorities Work Plan for the Council. He outlined some of the staff tasks and priorities that were not included within the Work Plan because they were just things that staff would be reacting to or just doing as part of their job duties.

Mayor Labadie suggested that the Council take turns sharing their opinions on the proposed work plan for 2025.

Councilmember Sanschagrín suggested that they highlight the items that were time sensitive to ensure the Council focuses on them first.

City Administrator Nevinski suggested that the Council begin on the top and work their way down the list, and noted that many of these things would be happening simultaneously. He explained that he had not put the priorities list in a particular order, but could weigh in on what he felt would be some of the key priorities. He stated that, in his opinion, under Environmental Stewardship, development of a Vegetation Management Plan would be the first priority within that category and that reviewing the Green Steps Cities program would also have some value.

Councilmember Gorham asked what achieving a higher level within the Green Steps City program would get the City.

City Administrator Nevinski noted that as the City moves through the progressions, it meant that the City was making some commitments, dedicating additional staff time/resources, and also developing policies. He explained that because Shorewood was a City with about eight thousand

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residents, the Council may want to consider how far they wanted to progress in the program because it may be different than what a larger city, which had more available resources may want to progress.

Mayor Labadie stated that she felt, at some point, that it would be beneficial to have staff educate the Council on the overall Green Steps City program.

Councilmember Sanschagrín stated that he agreed and noted that this was something that residents had flagged for him as something that may bring about unintended consequences.

Councilmember DiGruttolo suggested that it may be a good idea to add a column to the Work Plan document that outlined what resources were required, so it was clear how much staff time or financial support may be necessary.

City Administrator Nevinski cautioned that any estimate would be a guess and gave the example of buckthorn, where it was a situation where one thing just led to another and the City had not really known what they were getting into. He explained that they could try to put some estimates, as suggested by Councilmember DiGruttolo, but they would be pretty wide and broad.

Councilmember DiGruttolo stated that she understood that they may be broad estimates but felt that it would be better than not having anything.

Councilmember Sanschagrín explained that he felt it would be a good idea if the City's goals were 'smart' goals so they would be measurable and clear. He gave the example of the action 'Remove new-growth buckthorn and dead ash trees' and asked if that meant one hundred percent of the new-growth buckthorn in Freeman Park.

City Administrator Nevinski explained that his understanding was that the City would try to go after the new-growth rather than what had been done in the past for the older growth buckthorn. He noted that he felt that they could add some milestones to this document, and explained that he was a bit reluctant to get too specific because these were intended to be more of a high-level policy. He reiterated that he did feel that they could include some milestones in order to help everyone determine if they were on track or not.

Councilmember DiGruttolo stated that she felt the Council should try to prioritize these and then come up with some metrics in order to be able to measure progress. She noted that she felt they could turn this document into a living public dashboard that was available on the City website.

City Administrator Nevinski cautioned that he was afraid that they would spend a lot of time building the dashboard and not doing the actual work. He explained that he had no issue with the City saying here are the City's priorities and this is what they would be spending their time on and agreed that they should be communicating these things to the public either via the newsletter or on the website, but suggested that they walk before they run because the City has not ever really had a strategic plan or list of priorities in the past.

Councilmember Gorham suggested that instead of a dashboard it could just be something that would allow them to sort of check in on how they were doing, for example, every quarter.

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City Administrator Nevinski noted that there were things included on the Work Plan that would come back to the Council throughout the year as things progress and develop, but they could also do a specific check-in as suggested by Councilmember Gorham.

Councilmember Gorham stated that they would also add another column that showed the status of each item so it was part of the record that they could check out every once in a while.

Councilmember Sanschagrín asked if there would be room to add urban forestry management planning, by broadening the Vegetation Management Plan.

City Administrator Nevinski explained that the vision of the Vegetation Management Plan was intended to have three chapters: how to deal with invasives; how to deal with turf; and, how to deal with trees.

Councilmember DiGruttolo asked if the Park Commission had been asked to give input on this section.

City Administrator Nevinski stated that the Park Commission has seen the first draft of the Vegetation Management Plan related to invasives and would be a key player in its development.

Councilmember DiGruttolo stated that she felt that this plan needed to be integrated with the Park Commission's plan to ensure that they were synchronized and the appropriate budget resources were in place.

The Council discussed the Green Steps City program.

Mayor Labadie moved the conversation onto the Fiscal Responsibilities portion of the Work Plan.

City Administrator Nevinski explained that he felt the priority for this section was 'Develop long-term financial plan for operations and capital investments', which was already underway. He stated that the other things in this section were things that they would just be doing this year.

Councilmember DiGruttolo stated that there were things that she wanted to add but was not sure they fell into the Fiscal Responsibilities bucket. She explained that she when she thinks about this from a resident standpoint, she thinks about whether there were ways that the City could save money. She stated that she felt that this should be included as a goal and gave examples of some of the recent RFPs that Finance Director Schmuck had done for things like banking services. She noted that she understood that the City was trying to save money, when possible, but felt it should be emphasized in the document to show that the City was doing its best to try to lower the financial burden for residents.

Councilmember Sanschagrín stated that he agreed and also felt that it should be tracked throughout the year so they were able to show residents that the Council was being proactive in managing costs.

Councilmember Gorham noted that he felt the fourth item on the list, 'Explore options for increasing use and revenue of SCEC; Task force to generate ideas; Marketing; Partnerships', was slipping away because they were already at the end of the first quarter. He stated that he would like the SCEC to have a full explanation of options and asked if the target date of the end of the third quarter was being driven by the 2026 budget.

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City Administrator Nevinski stated that part of the discussion was about trying to have more data and insights into what could be done with the SCEC. He noted that if they wanted to try to do something quickly, it would be driven by the budget, and that if they wanted to make any substantial or significant changes, the end of the third quarter may be a bit too soon. He stated that they would be able to go into 2026 with their eyes wide open because they would have more information, but there may be some incremental changes that could be implemented beginning in 2026.

Councilmember Gorham explained that he would like the SCEC to work, but was not sure that six months was enough time to do everything listed in that line item of the Work Plan. He stated that he did not want them to set themselves up to fail and also to ensure that they were able to put in some real effort.

City Administrator Nevinski stated that they could get a full year of analysis, try a few things, and then schedule out a strategy.

Councilmember Gorham stated that he would also like them to get feedback from the community because this was a big decision that affected a lot of people.

Councilmember DiGruttolo noted that this was where she felt it would be helpful to have the column, where the Council could see how much effort and manpower it would take.

Councilmember Sanschagrín asked if the modeling tool would help this process.

Finance Director Schmuck explained that the modeling tool would just represent the status quo of the current situation. She noted that they would be able to modify it, tweak it, and run various scenarios with it but explained that it would be beneficial for staff to know some of the potential decisions or what types of scenarios they may want to run.

Councilmember Sanschagrín asked if she meant pricing things differently.

Finance Director Schmuck stated that depending on what the Council wanted to do with the facility, they may need to delay some things within the CIP until everything was hashed out.

Councilmember DiGruttolo noted that she did not believe the Council had any input yet on what direction they wanted to take regarding the SCEC.

Finance Director Schmuck explained that they would just move forward with it as status quo.

Mayor Labadie stated that she felt that the end of the third quarter was most likely assigned to it for budget purposes and suggested that they may want to change it so it was more accurate.

Councilmember Gorham noted that he felt that six months may be enough time for them to get to an informed decision, but would not be enough time to create a task force to generate ideas.

Mayor Labadie stated that the City wanted to be thorough and not rush things, and felt that some of the time goals the Council had set would need to be adjusted.

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Councilmember DiGruttolo stated that she also felt this should be an action item for a future work session to discuss the task force to generate ideas. She noted that the SCEC not being a sustainable model, had been discussed since she first served on the Park Commission.

Mayor Labadie noted that she felt that past Councils had looked on the SCEC as an amenity, but the current Council was looking at it as a budget item in addition to being an amenity.

City Administrator Nevinski noted that from the Council's discussion tonight, he would agree that it sounded more like it would require a much longer timeframe than originally planned.

Mayor Labadie stated that she felt the entire Council agreed that they wanted to have the community involved in decisions related to the SCEC. She moved the discussion onto Safe and Secure Community.

City Administrator Nevinski explained that he felt their main focus was going to be around Highway 7 and noted that there were a lot of things happening on that front. He stated that with relation to the Public Safety Department he would say it was important to spend more time talking with the Chiefs and making sure that they were in front of the Council. He stated that costs for Public Safety were rising and he felt that was something that the City needed to pay attention to because it would impact the budget. He noted that there was obviously a need for increased security at the City's parks and facilities, and staff was already coming up with some ideas on how that may happen.

Mayor Labadie explained that she would like to bump the Council discussion about public safety expectations and aspirations earlier than June because she wanted to be able to hear from the Council before they were at the end of the process in hiring a new Chief.

Councilmember DiGruttolo explained that she would like to see something on the issues she raised during the retreat about Yellowstone and County Road 19 related to safety.

Mayor Labadie stated that she felt that they should also add Smithtown to those discussions, specifically by the school and noted that there are a lot of roads in the City that are unsafe.

City Administrator Nevinski stated that it may be helpful for the Council to have conversations on these issues, but reminded them that the Comprehensive Planning process was coming up and he envisioned some of those conversations would help to inform that process. He clarified that the Council could discuss them, but they may be more of a long-term set of projects and policies.

Mayor Labadie stated that with the County Rd. 5 project, that will impact the City's streets and believed that some side streets would end up being used as cut-throughs. She noted that County Rd. 5 would be shut down for quite a while and the detour routes would be 212 and Highway 7.

Councilmember DiGruttolo stated that she agreed and felt it was important that the City try to get ahead of that situation before it happened.

Councilmember Sanschagrín suggested that they try to find a way to have more a police presence on the neighborhood streets to help have a traffic calming effect.

City Administrator Nevinski stated that they can have those conversations with the Police Department and noted that it may end up becoming a budget conversation.

Mayor Labadie moved the discussion onto Organizational Strength and Good Governance.

City Administrator Nevinski noted that this was an area where there were a lot of things that the Council 'can' do, along with a number of things that the City 'has' to do, for example, implementing the paid FMLA program that the State has required and also the cannabis management plan. He noted that the priorities that he saw included the agenda software implementation for agenda management because it will help the City to be more efficient and transparent. He stated that there has been talk about an annual business meeting with commissions and volunteers for a number of years. He noted that he also felt it was important for the Council and the Commissions to have bylaws.

Councilmember Sanschagrin asked if it was clear what the Council's goals should be for the code review and update item.

City Administrator Nevinski stated that he believed they had begun working around land use because they had the 2040 Comprehensive Plan and were moving through the implementation process since it had been approved. He noted that he did feel that there may be some other items within the code that they should look at such as right-of-way and licensing. He explained that staff had created a spreadsheet and were trying to track the process and reiterated that their focus for now has really been on land use or reacting to things like cannabis.

Councilmember DiGruttolo stated that she heard at a recent meeting that there may be some State law coming that would impact the City's abilities for zoning and asked if that was factored into the code review and update plans.

City Administrator Nevinski acknowledged that they were factoring that into their plans.

City Planner Griffiths stated that right now, the Planning Department was focusing on finishing the implementation of the last Comprehensive Plan because they needed to begin work on the next Comprehensive Plan at the end of 2025. He noted that one of the last sections has to do with low-density housing, which was the prime target of much of the proposed State legislation, and explained that because of that they were essentially putting that section on hold until the legislative session ended.

Councilmember DiGruttolo stated that she would like to have more time to discuss the review and scope of engineering services.

Councilmember Sanschagrin stated that he agreed because this was a high-cost area.

Mayor Labadie asked if fall of 2025 was the correct timeframe to have the discussion surrounding the engineering services.

City Administrator Nevinski stated that if the Council wanted to make changes for 2026, they would have to know this information sooner rather than later. He noted that the contract renewal was coming up for the next three-year term, which was why staff had pegged those discussions to take place in the fall of 2025, but it could be moved earlier.

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Councilmember DiGruttolo stated that she felt discussing it sooner would be a good idea because it was a potentially contentious, would also take some time to discuss it all, and suggested that they move it to sometime in July.

Councilmember Gorham asked if the item listed for holding an annual business meeting with commissions and volunteers was included because of comments the Council had made about not being connected to the commissions.

City Administrator Nevinski stated that it had a bit to do with that and explained that there were two things that he hoped to accomplish with that item which was for the City to recognize its volunteers and thank them for their time and effort on behalf of the City and to also give the Council the change for some direct dialogue with Commissioners and volunteers about the City's goals and objectives.. He noted that they were a bit hamstrung by public expenditure statutes, but the business meeting aspect would give the opportunity for the Council to have some of that direct dialogue with them.

Councilmember Gorham stated that he did not envision the Council having a discussion about their objectives and goals at that type of event, where they are expressing appreciation. He stated that he saw this type of event and a work session being two different things and not jammed together.

Mayor Labadie stated that item had also caught her eye and shared some of the questions that arose for her. She noted that she had flashbacks of the Joint Park and Planning Commission meetings regarding the fire lanes and gave examples of some of the difficulties she felt arose due to not having the proper framework for the Commissioners. She stated that she felt the only thing that was accomplished in that example was creating frustration. She stated that if there was a joint meeting, she did not want something like that to happen again. She stated she also felt that if they were holding a social event, she felt the business aspect needed to be removed as much as possible.

City Administrator Nevinski stated that staff can explore this a bit further.

Councilmember Gorham stated that his other concerns were that this was slated for September/October and asked if the Council had aligned with what the Park Commission was doing in 2025.

City Administrator Nevinski stated that he believed that the Park Commission would be bringing their proposed Work Plan to the Council at one of their next meetings. He stated that as the City tries to get things aligned, they may end up playing a bit of catch-up for the rest of the year, but felt that they needed to start somewhere.

Mayor Labadie moved the discussion onto Functionally and Financially Sound Infrastructure.

City Administrator Nevinski stated that one priority would be completing the Parks Master Plan, which he felt was part of infrastructure, and the other would be updating the construction specifications and standards. He noted that some of the other projects listed were already underway.

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Mayor Labadie stated that, during the retreat, the Council stated that they wanted data-driven decisions and felt that everything listed under actions were things that would help them achieve that goal.

Councilmember Sanschagrin noted that one thing he felt was missing was the broader water infrastructure issue and asked if it belonged here or somewhere else.

Councilmember DiGruttolo stated that she had the same question and explained that she felt that the Council needed to have a conversation about water.

City Administrator Nevinski stated that he felt that would fall under fiscal management.

Councilmember DiGruttolo stated that she felt this needed to be more of a conversation with the Council because it was possibly the most thorny issue facing them. She noted that she understood that there would be some modeling done and Finance Director Schmuck would come up with some things, but she did not feel that would be enough data for the Council to be able to use to make a decision. She reiterated that she felt the Council needed to have a conversation about the hard choices and the trade-offs, as well as what information they may need from the residents. She felt that she felt that this needed to be another separate Work Session discussion for the Council to undertake, just like the SCEC, and the road safety topics. She expressed concern that if it was not written down and prioritized, they would lose track of it and end up having to rush it.

City Administrator Nevinski stated that he felt the question was about the format to tee that conversation up, and staff was thinking that would happen as part of the financial discussions. He stated that he did not think staff knew what to bring to the Council until they had some more data because then they could talk about different models and assumptions. He stated that he felt what Councilmember DiGruttolo was essentially saying was that she wanted it louder and brighter, and find a way to articulate in this document how that conversation may happen.

Councilmember DiGruttolo stated that she felt that residents will want to be in the audience when the Council was having those conversations, so she felt it needed to be very clear when those conversations would be taking place.

Mayor Labadie noted that she felt it would be valuable for the Council to compare the City's current policy for water hook-ups to other cities as well. She moved the discussion onto Comprehensive Approach to Planning and Development.

City Administrator Nevinski reviewed the action points in this section.

Councilmember Gorham noted that this was the first he had seen MNDOT turnback mentioned.

City Administrator Nevinski explained that there was a piece of property off Old Market Road that is currently owned by MNDOT, which is a potential turnback property that could be developed. He noted that it would be likely that the EDA would need to be involved in order to do any development in this location.

City Planner Griffiths stated that there is also one other property, the former Park and Ride lot, which may be another potential option for development. He noted that with the new Comprehensive Plan coming, this may be an opportunity to potentially bring on some land that

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was not currently within the City's Plan in order to try to meet some of the State requirements without having to re-guide other parts of the City.

Councilmember DiGruttolo stated that she would like the Council to have a conversation about what they want Shorewood to be for the next generation. She noted that this was briefly mentioned during the retreat, but in order for them to have a comprehensive approach to planning and development, they really need to decide what they want the City to be for the next generation.

City Administrator Nevinski echoed an earlier comment that this sort of conversation helped tee up the 2050 Comprehensive Plan work because that is probably not something that the Council would want to do on their own and would want to get input and involvement from others. He noted that the City will need to put some money away in order to hire some consultants because all the necessary work cannot be completed in-house.

Councilmember DiGruttolo expressed concern that the target date for this was fourth quarter of 2025 through 2028 and explained that she did not want the community engagement to happen in 2028 and would like to have a due date set earlier.

City Administrator Nevinski explained that it would take several years to get through this process and was not something that could be bitten off quickly.

Councilmember DiGruttolo stated that she understood that, but would like to get some input from residents as soon as possible, in terms of things like the vision for Shorewood.

Mayor Labadie moved the discussion onto Effective Engagement and Communications.

City Administrator Nevinski stated that he felt the number one goal in this section was to develop a Strategic Communications Plan and noted that it may be something that they want to seek some outside assistance.

Councilmember DiGruttolo stated that she would like to see the City hold regularly scheduled Town Hall meetings in order to just keep residents updated on what has been happening.

Councilmember Sanschagrin stated that he would also support holding regular Town Hall meetings in order to get more interaction going with the residents and be able to have some free-flowing conversations.

Mayor Labadie noted that they had run out of time at the Work Session and had to move on to the regular Council meeting.

City Administrator Nevinski suggested that the Council recess and reconvene after the regular City Council meeting in order to at least discuss the Financial Management Plan and the 2026 Budget Process/Schedule.

Mayor Labadie recessed the meeting at 6:49 p.m. and reconvened at 8:22 p.m.

3. FINANCIAL MANAGEMENT PLAN ASSUMPTIONS

Finance Director Schmuck stated that they were planning to use the existing financial statements, budgets, and Capital Improvement Plans, in creating the Financial Management Plan, but at the

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retreat they had discussed some possible policy changes. She explained that she was looking for some direction from the Council on those possibilities in order to be able to build that into the existing structure. She gave a brief overview of the current assumptions, outlined her proposals, and explained that she would like input from the Council on the fund balance policies, utility rates structures, fees, conservation, and franchise fee allocations. She asked if the Council had a desire to look into changing the existing fund balance policy.

Councilmembers Sanschagrín and DiGruttolo stated that they would like to look into the possibility of changing the fund balance policy.

Councilmember Sanschagrín stated that he felt the reality was that the City had been operating much higher than the existing policy.

Finance Director Schmuck stated that the existing policy used the language of 'not less than' and noted that the City had been spending those reserves down over the last few years, so they were getting closer to the sixty percent range. She explained that she felt confident that the City would be able to maintain the fifty percent level, and if they created the policy with a range, it would give them a bit of wiggle room.

Councilmember DiGruttolo stated that she would support stepping down to the fifty percent level and noted that she felt that the City should be putting the money sitting in the reserves to work because it was not doing the City any good by just sitting there.

Finance Director Schmuck asked for input on whether the Council's philosophy going forward would be to have the SCEC have a balanced budget.

Councilmember DiGruttolo stated that she felt the SCEC should have a balanced budget moving forward.

Councilmember Sanschagrín stated that he felt the Council needed to at least try to get the SCEC budget to balance and not undercharge for services, because otherwise it was essentially being subsidized by the taxpayers. He noted that there may be an argument to be made that the SCEC was an amenity and that having it was good for the community, but felt that the City should try harder to have it break even.

Councilmember DiGruttolo agreed that the goal should be to have it break even though they will not be able to make it self-sufficient in the near future, but if they set this as the goal, they could work to come up with plans and strategies.

Finance Director Schmuck explained that they would build the Financial Management Plan to always have a balanced budget and the offset for revenue shortfalls would be levy support. She noted that the SCEC does not have a fund balance policy and explained that she had found some written notes that said that it should have fifty percent of the budgeted expenditures for the next year and one hundred percent of the capital expenditures for the next year. She stated that she felt this was something that they could build toward, but would also like to build it into the fund balance policy. She noted that the City only has a fund balance policy for the General Fund and explained that she would like to include all the City funds and the criteria of what they were trying to accomplish, so it was all documented in one place.

Councilmember DiGruttolo stated that she felt that approach made sense.

Mayor Labadie agreed that made sense and noted that they have some potential major capital expenses, for example, overhauling the kitchen, so she did not feel that they should go too low.

Finance Director Schmuck stated that they would have levy support for the fund in order to keep it a balanced budget and would also have levy support to be able to start building towards the future capital needs. She stated that if they kept it within the SCEC it was saying that this was how much the City was supplementing this facility and its activities, rather than having part of it in this fund and part of in another fund.

Councilmember DiGruttolo stated that she felt keeping it within the SCEC fund was more transparent and also much easier to understand.

Mayor Labadie stated that she agreed and thought that Councilmember Gorham had mentioned during the retreat that the City may have to make some big decisions about the SCEC facility and she felt having it set up like Finance Director Schmuck had suggested will help the Council make accurate decisions.

Finance Director Schmuck reminded the Council that they will be able to run different scenarios in the model.

Councilmember Gorham stated that in the short term, while the City tackles the long-term future of the SCEC they should probably not tackle any giant capital projects.

Mayor Labadie stated that she agreed, unless there was an emergency.

Finance Director Schmuck asked for Council input on the capital funds and the incremental levy increases of five-thousand dollars every year. She noted that this year they increased the levy in order to be able to support a bit more of the activity within the capital funds and also issued debt service for some of the City's street projects. She stated that a fund balance policy for something like these capital funds should be sufficient for at least three years of the CIP. She noted that the franchise fees used to come into the street capital fund, but were moved to the stormwater fund in order to build up the reserves. She stated that staff was recommending that the franchise fees return back to the street capital fund because that is really what they were intended for. She noted that she felt that they should also talk about pay-as-you-go versus debt service or some kind of combination. She explained that she wanted to make the model flexible in order to work with some of those ideas, unless the Council felt strongly about going one way or the other.

Councilmember DiGruttolo stated that it made sense to her to make the model flexible.

Finance Director Schmuck stated that for the Enterprise Funds, the City made a balanced budget for the sanitary sewer fund this year which was the first time she was able to find any history of balanced budgets within the Enterprise Funds. She clarified that they should be balanced budgets on a regular basis, and that is what the rate analysis should prove. She explained that she was recommending that they build this structure to have balanced budgets for all the City's Enterprise Funds and also fifty percent of subsequent expenses in the unrestricted net position. She noted that the City only bills utilities on a quarterly basis, which is why it was fifty percent, but if the City moved to monthly billing, they would only need thirty percent. She explained that staff was also trying to come up with some internal efficiencies for some of their processes and noted that if they were able to lower their net position, it would change the cash flow within the utility funds.

Councilmember Gorham stated that it would lower the burden, but it would involve changing how the City bills the residents.

Finance Director Schmuck stated that was correct and noted that one of the things the Council should think about was that in 2011, the State required the City to build a tiered water rate structure in order to promote conservation. She stated that if the City was really trying to promote conservation of water resources, they should think about monthly billing and shared examples of people watering their lawns all summer and not realizing how much water they had used until they received their quarterly bill. She noted that most cities that had quarterly billing have converted to monthly billing for those types of conservation purposes. She noted that another discussion from the retreat was surrounding the City's rate structure and explained that right now, the City purchases water and sewer from Excelsior, Tonka Bay, and Chanhassen. She stated that the City pays those entities the fees that they are charging, but the City charged the residents the City's fees, which meant they were losing money on some of those conversions. She stated that she would like to talk about establishing a policy that if residents were on another city's service, they would pay those rates. She noted that when the City goes through fee approvals for 2026, they could make that change or they could change them mid-year, but since they have not had real discussion on this, she would suggest that they include it in their 2026 budget session discussions.

Councilmember Gorham asked if Finance Director Schmuck knew any of the history behind the decision to only charge the residents Shorewood's rates.

Councilmember Sanschagrín stated that it was most likely made because it was easier for the City to administer one rate and noted that residents who are getting Excelsior water were getting a great deal.

Finance Director Schmuck noted that there are areas where both Excelsior and Shorewood water are available and people were still hooked up to Excelsior water because the City did not have a hook-up policy.

City Administrator Nevinski noted that it could be that Excelsior water was just available first.

Finance Director Schmuck noted that the other thing they have within the existing rate structure was a low income rate which required a manual review to be done annually and noted that it had not been reviewed for several years. She explained that there were only a few households on the low-income rates and asked if this was something that the City wanted to keep as a 'feel-good' policy. She explained that it was not a cost-benefit based on the amount of time that needed to be put into reviewing resident financial statements and doing the manual review.

Councilmember Sanschagrín asked if it would be easier to administer if they were charged the regular rates but then the City issued them refunds.

Finance Director Schmuck indicated that would require the same level of effort because she would still have to review their financial statements to determine if they were eligible for a refund.

Councilmember DiGruttolo asked how many low-income accounts the City had.

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Finance Director Schmuck stated that there were six accounts and explained that meant there was a lot of monkeying around for a very few accounts. She shared the communication and follow-up efforts that go into verifying this information and reiterated that it was a lot of manual work for just a handful of accounts. She noted that there was a city-wide infrastructure fee along with the base fee and consumption fee, and explained that if that was something the Council wanted to consider, she could build another type of rate into the Financial Management Plan in order to try some different modeling.

Mayor Labadie asked for an explanation of a city-wide infrastructure fee.

Councilmember Gorham asked if it would be a hydrant access fee.

Finance Director Schmuck stated that was what she was referring to.

Councilmember Sanschagrín stated that he would like to consider it, but would like to be able to zero it out as part of the model.

Finance Director Schmuck explained that it would just be another component that would have to be added to the structure because it did not exist now. She stated that they do have to discuss a connection program at some point, and staff would like that to happen sooner rather than later. She noted that the City would be getting a draft of the model by the end of May or beginning of June in order to be able to see what it can do. She stated that the formal presentation on it would be at the end of July and suggested that they play with it a bit between the draft and the formal presentation timeline and have some of those types of conversations before the formal presentation. She noted that the City did not have a street light utility, which was also fairly common in other cities around the State, in order to help supplement the street lighting expenses, and explained that this was included in the General Fund levy.

Councilmember Gorham stated that when a new development comes in and they want fancy fixtures was that something that ended up being covered under the levy.

Finance Director Schmuck explained that when they put the fancy fixtures in, that would be included in the development agreement, so the developer would pay for the fixtures, but when future repairs are necessary, that would come out of the City's budget.

Councilmember DiGruttolo asked who paid for the electricity for the street lights, for example, in a subdivision.

Finance Director Schmuck stated that the City paid for that electricity.

Councilmember DiGruttolo stated that she felt subdivisions should pay for that electricity, not the City.

Councilmember Gorham asked if Finance Director Schmuck was suggesting that there be a fee for street lighting.

Finance Director Schmuck explained that the City could create an enterprise fund for street lighting, but it would require code changes.

Councilmember Gorham stated that he would like to consider it.

Mayor Labadie agreed and stated that she felt it was something that should be discussed.

4. 2026 BUDGET PROCESS/SCHEDULE PREVIEW

Finance Director Schmuck noted that they had been discussing preparation of the 2026 budget and gave a brief overview of the proposed calendar for those activities and noted that they were planning to talk about things earlier in the year than they have done in the past. She stated that they had discussed possibly holding open houses or town hall meetings and noted that, if they ended up holding one this month, she would not actually have anything to present except for the 2025 budget. She stated that she understood the desire to hold those kinds of meetings, but without the direction of some of the policies, it was difficult to have anything tangible that would be worthwhile to hold an open house. She stated that the hope was that by moving the schedules a bit earlier they would be able to talk about the long-term financial management plan at the July 28, 2025, Council Work Session and also have a summary at the regular Council meeting. She explained that at the first meeting in August they would be able to look at the overall tax impacts of the proposed budget and reminded the Council that the preliminary levy would be established in September of 2025. She asked if the Council had any comments or feedback on the proposed schedule for discussion of the 2026 budget.

Councilmember Sanschagrín asked where staff felt that the City would get public input.

City Administrator Nevinski stated that he felt that there were a couple opportunities and also some different ways to think about those touch points. He stated that if they think about the open house they held last fall, it was kind of after the fact and he did not think the City had received anything of value from it that resulted in any change to the budget. He felt that it was too late, but felt it was good that the City tried it and learned from it. He explained that moving forward, he and Finance Director Schmuck have discussed looking at some sort of community survey and clarified that it would not be a statistically valid survey that the City would pay ten or twenty thousand dollars to have put together by a consultant. He stated that their thought was to ask quality of life sorts of questions about what the City was doing well and what they would like to see done differently. He stated that he felt that this could be the basis for the 2026 budget, and as they go through the process, there would be other touch points available, for example, the Council could choose to set aside small segments of the Work Session meetings to take public comments. He noted that as the City was doing projects or making policy decisions, there may be things that have to be done and places that they have to invest, for example, with the Green Steps program or the Park Master Plan. He stated that if they hear from the public that those are good things that they would like to see done, then the City could begin to reflect those activities within the budget. He stated that he sees it as kind of a long connection and communicating here is what the City has heard from the residents, here is what the City is doing, and here is where they are showing up. He noted that the City will not just be able to flip a switch and be great at this because it may take a few years to get some traction, but this was what staff was thinking about in terms of public engagement.

Councilmember Sanschagrín stated that he felt it would be a big win for the City if they could tee up options of things that the City could spend money on now or wait a few years and let residents weigh in with their preferences. He stated that it would help answer the question if they wanted the City to work hard to minimize the levy or if they wanted the City to invest in those items.

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City Administrator Nevinski stated that they could look into that and noted that it was important to remember that if they were implementing something out of the Park Master Plan, that would most likely already be something that was resident-driven. He stated that he felt that they wanted to be able to communicate both the long-term engagement/planning, but also some other policy decisions. He noted that much of the City's budget was related to staff, public safety, and equipment and only a small portion was discretionary.

Councilmember Sanschagrín stated that meant that the City needed to work to find some huge cost saving opportunities.

Finance Director Schmuck noted that one of the things she felt would be very beneficial about a survey was to be able to find out if status quo was okay with the residents as far as the budget process went, because that was what it was when she came to the City. She stated that if the status quo was not okay with the residents, they can ask the questions about what they should be doing differently. She noted that even if the survey started out as a bigger picture view, she felt it was still going to be very beneficial because the City does not really know what the residents feel about Shorewood today and what they want it to be in the future. She noted that the City had already communicated agendas and meeting dates to the public, but they have not had many people come to participate. She stated that she understood the desire for public input, but it can be difficult to actually get sometimes.

There was Consensus of the Council that the 2026 budget schedule proposed met the Council's expectations.

5. COUNCIL BYLAWS

City Administrator Nevinski explained that this would be added to a future agenda.

6. ADJOURN

Sanschagrín moved, DiGruttolo seconded, Adjourning the City Council Work Session Meeting of March 24, 2025, at 9:00 P.M. Motion passed 4/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 24, 2025**

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

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

A. Pledge of Allegiance

B. Roll Call

Present. Mayor Labadie; Councilmembers Sanschagrín, Gorham, and DiGruttolo; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; City Planner Griffiths; Park and Recreation Manager Czech; Finance Director Schmuck, and, City Engineer Budde

Absent: Councilmember Maddy

C. Review Agenda

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

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember DiGruttolo asked to remove item 2.I.

Councilmember Sanschagrín asked to remove item 2.E., 2.N., 2.P. and 2.R. for separate discussion.

Mayor Labadie asked if any of those items were questions that could be answered now.

Councilmember Sanschagrín stated that item 2.R. may be a simple question. He asked if there were any costs that the City should be aware of with the MSA street designations.

City Engineer Budde stated that, at this point, the answer would be 'no' because the streets, as they sit, met the standards. He noted that the only cost would be if the City had a vision of fully reconstructing the streets with urban curb and gutter/storm sewer, but noted that there was not anything in the City's CIP for the magnitude of work.

DiGruttolo moved, Gorham seconded, Approving the Motions Contained on the Consent Agenda, as modified, and Adopting the Resolutions Therein.

A. City Council Work Session Minutes of March 10, 2025

- B. City Council Regular Meeting Minutes of March 10, 2025
- C. Approval of the Verified Claims List
- D. Legal Services Agreement for 24560 Smithtown Road
- E. ~~Planning Commission Workplan~~ (moved to 8.D)
- F. Professional Services Agreement for Long-Term Financial Plan
- G. Planning Director Appointment
- H. Planner Position Recruitment
- I. ~~Hennepin County Opportunity Grant Agreement, Adopting RESOLUTION NO. 25-028, "A Resolution Accepting the Hennepin County Opportunity Grant for the Shorewood Lane Ravine Project; City Project 17-15."~~ (moved to 8.C.)
- J. Hennepin County Cost Participation Request, Adopting RESOLUTION NO. 25-029, "A Resolution Authorizing Pursuit of the Hennepin County Cost Participation Request for the Shorewood Lane Ravine Project; City Project 17-15."
- K. Landscape Maintenance Agreement
- L. Building Permit Escrow Agreement for 25405 Park Lane
- M. Services Agreement for Christmas Lake AIS Program
- N. ~~Development Agreement and Stormwater Management Agreement for Shorewood Meadow~~ (moved to 8.E)
- O. Surplus Items, Adopting RESOLUTION NO. 25-030, "A Resolution Declaring Inventory as Surplus and Authorizing the Sale of the Same or Disposal Of"
- P. ~~IT Equipment Updates~~ (moved to 8.F)
- Q. RFP Recycling
- R. MSA Street Designation, Adopting RESOLUTION NO. 25-031, "A Resolution Establishing Municipal State Aid Streets"

Motion passed.

3. MATTERS FROM THE FLOOR

Duane Lorelei, 5595 Eureka Road, asked the Council to give him a 'yes' or 'no' answer on whether they were considering making people who have wells hook up to City water.

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Mayor Labadie explained that issue was a large discussion that would take place over many different meetings and was not a 'yes' or 'no' kind of question and stated that the City would notify the community when the discussions would be happening in order to also get input from residents.

Mr. Lorelei stated that he would plan to come back when those meetings are scheduled, but explained that he was concerned due to the cost of hooking up to City water.

Mayor Labadie noted that if Mr. Lorelei had questions about the financial aspect, he was welcome to contact Finance Director Schmuck, or questions about how it hooked into his home, he could contact City Engineer Budde or Public Works Director Morreim.

4. REPORTS AND PRESENTATIONS

5. PARKS

6. PLANNING

A. Report by Commissioner Eggenberger on March 4, 2025, Planning Commission Meeting

Mayor Labadie explained that Planning Commissioner Eggenberger was unable to attend tonight's meeting so the report would be given by City Planner Griffiths.

City Planner Griffiths gave an overview of the discussion and activities from the March 4, 2025, Planning Commission meeting.

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

A. Turnback of Minnetonka Boulevard and Vine Hill Road to Hennepin County

City Administrator Nevinski explained that the City of Deephaven had initiated some conversations last year about the potential of turning back Minnetonka Boulevard and Vine Hill Road. He noted that in the past, these roads were part of the County system and were turned back to the cities in the 1970s and explained the rationale behind the idea of turning these roadways back to the County.

Mayor Labadie asked if City Engineer Budde had any opinions on this issue.

City Engineer Budde stated that he did not feel that this was an engineering-type of discussion, at this point in the process.

Councilmember DiGruttolo stated that this language says that if the County accepted the turnback, the City may have to be responsible for improvement of the roadway and asked if that would be an issue.

City Engineer Budde explained that the City would have to improve the roadway and then hand it over to the County.

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Councilmember DiGruttolo stated that would then be an unforeseen cost for the City.

Councilmember Gorham stated that he had the same question as Councilmember DiGruttolo and asked where Minnetonka Boulevard was on the City's list. He noted that he would assume the County would not want a mill and overlay in this scenario.

City Engineer Budde explained that because the roadway was split into so many city jurisdictions, it has been improved in some areas, but not in others and was essentially a patchwork. He noted that the portion in Shorewood, he would suspect, would need mill and overlay or possibly a reclamation but was not in the next cycle of the Pavement Management Plan for roads to be improved, but that could change.

Councilmember Gorham stated that he did not see the harm in supporting this request, but noted that it felt like it would be a long shot. He asked if this had County Commissioner Edelson's support.

City Administrator Nevinski stated that his understanding was that County Commissioner Edelson was willing to carry this to the County Board for discussion.

Councilmember Sanschagrín asked if this would move forward if the City chose not to support this request.

City Administrator Nevinski explained that he felt the City of Deephaven would continue to push this issue with the County, but the City's absence would be noticed.

Mayor Labadie asked how many other communities besides Deephaven, Greenwood, Excelsior, Shorewood, and the County were at the meeting.

City Administrator Nevinski noted that Minnetonka was also present at the meeting and explained that they have also expressed a willingness to support this concept.

Gorham moved, Sanschagrín seconded, Adopting RESOLUTION NO. 25-032, "A Resolution of the City of Shorewood Requesting Consideration for the Return of Jurisdiction Over Minnetonka Boulevard (CSAH 5) and Vine Hill Road (CSAH 82) to Hennepin County."

Motion passed.

B. Resolution Opposing State Preemption

City Administrator Nevinski explained that there are quite a few preemption bills making their way through the State legislature this year. He noted that the concept was essentially the same as last year with the idea of trying to put more density and development on parcels throughout the State. He stated that it was really a blunt and broad approach that the State was taking and completely negated the local decision-making that has customarily been part of the City's authority around land use and zoning. He noted that it also did not seem to take into account all of the implications that come with development, for example, the sewer systems, water systems, or transportation.

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Mayor Labadie stated that she strongly opposed the proposals because what was right for Shorewood, Minneapolis, Brainerd, or Faribault was not necessarily the same thing. She stated that cities must have local control and residents must be able to give local input and explained that she was not denying that the issue of housing needed to be addressed, but did not feel that this was the vehicle to address it.

Councilmember Sanschagrín stated that he fully agreed with the statement that Mayor Labadie had just made and asked if this was a Minnesota thing or if it was also happening across the country.

City Administrator Nevinski stated that he believed that Minnesota was following some other states.

City Planner Griffiths agreed that there had been similar proposals in other states that have had varying degrees of success.

Councilmember Sanschagrín asked if this was being driven by developers.

City Planner Griffiths explained that there was a very unique coalition of supporters, including the Building Association and the Sierra Club, but noted that both ends of the political spectrum were in support of this type of policy.

Mayor Labadie noted that housing advocates were supporting this action, but she did not know of a single city who supported it. She stated that the League of Minnesota Cities wrote a response to this when it was proposed last year and had done the same this year that defended the rights of citizens to retain authority over their local zoning.

Councilmember Gorham asked if the City had been in touch with other area cities regarding similar resolutions.

City Administrator Nevinski stated that he would share this with the neighboring cities, just like he had done last year so they were aware of what Shorewood was doing.

Councilmember Gorham stated that he agreed with the comments that had been made and explained that when he thought of this bill in relation to Shorewood, he thought of drainage and agreed with Mayor Labadie that the State was not thinking of individual city impacts and were just choosing a widespread approach.

Mayor Labadie stated that this had not been thought out and explained that Shorewood did not have public transit available, half the City still used wells, and the City had very few jobs available. She stated that this plan did not work for Shorewood and noted that she felt that every community deserved the right to be unique to their own community, and also to serve their own residents.

Councilmember DiGruttolo stated that whether or not the City agreed with the intent of the statute, the Council were the ones that were responsible to their residents so she felt that they should be the ones who make decisions that would impact them.

Sanschagrín moved, Labadie seconded, Adopting RESOLUTION NO. 25-033, “A Resolution Opposing State Preemption of Local Zoning Authority and State Mandated Zoning Standards.”

Motion passed.

C. Hennepin County Opportunity Grant Agreement (formerly Consent Agenda item 2.I.)

City Engineer Budde explained that the City had been working on figuring out a solution for the Shorewood Lane ravine because it had been eroding pretty severely. He stated that the scope of the project had expanded behind an erosion cover and additional vegetation. He noted that there was a funding gap between what the City had committed to this project and the actual cost for the expanded, more robust scope of the project. He explained that for the last few years, the City had been going after grant opportunities and this grant from the County was one of the few where the City had been successful. He noted that this grant would not fill the entire gap so the City was still looking for other solutions and explained that up to fifty-five percent of the project could be funded with MSA funds, but those would still be City funds. He clarified that they were still looking for funding sources and explained that Consent Agenda item 2.J. was for the City to go after funds directly from the County Transportation Department.

Councilmember DiGruttolo thanked City Engineer Budde for his explanation and noted that if she understood him correctly, after this grant amount, the City still had a gap of about two hundred fifty thousand dollars shortfall, and about fifty percent of that could come from MSA funds. She asked if there were any time limitations to this grant.

City Engineer Budde explained that there was a sunset date on the grant funds and noted that it would go through 2027, but the County had indicated that they were willing to extend the grant to 2028, if needed. He noted that the MSA funds did not have a sunset date because they were already designated to Shorewood. He explained that the way he was looking at this project was that the City had dedicated three hundred thousand dollars within the CIP, the MSA funds could pay for another three hundred thousand dollars or so. He noted that, in his opinion, the project was fully funded, but the City was still trying to find more funding partners for it.

Councilmember Sanschagrín asked if the City would be improving private property.

City Engineer Budde stated that the ravine, when this property was platted, had a twenty-foot drainage and utility easement dedicated over the top of it, and typically that kind of shifted the responsibility to the municipality or local agency to be responsible. He noted that in some of his arguments to the County for some financial assistance was that when they did the County Road 19 project in 2004, they upsized the culvert that discharged into the ravine and did not do any stormwater treatment or rate control on that portion of the project.

Mayor Labadie stated that the City had been dealing with this for years and asked if any of the area residents opposed this project.

City Engineer Budde stated that the area residents were not opposed and wished that something had been done a long time ago.

Councilmember Sanschagrín asked if there may be an argument to be made that the area residents should pitch in and cover some of the financial gap.

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City Engineer Budde stated that may be possible, but cautioned that the City had not presented that option, to date and would essentially be assessing them for the improvements.

Gorham moved, DiGruttolo seconded, Adopting RESOLUTION NO. 25-028, “A Resolution Accepting the Hennepin County Opportunity Grant for the Shorewood Lane Ravine Project; City Project 17-15.”

Motion passed.

D. Planning Commission Workplan (formerly Consent Agenda item 2.E.)

City Planner Griffiths gave an overview of the proposed Planning Commission Workplan and noted that the Planning Commission has to be very reactive to what applications come into the City, but was also looking ahead to work on the Comprehensive Plan and the high-priority code amendments that needed to be addressed. He explained that there were a number of curveballs that could be thrown the Commission's way, through the State legislature, and reminded the Council that for the next few months, the Planning Department would be down a person.

Councilmember Sanschagrín stated that he thought it would be helpful to think about what the goals were and as he read through this workplan, he thought it would be good for them to layout what they wanted to try to achieve. He gave the example of some goals being to align with new laws, increase safety in the community, reduce negative impacts of development on the community, improve accessibility of the code, and remove unnecessary codes. He explained that he was just proposing these as goals for the Planning Commission because he felt that might be helpful to have laid out as a guide for them.

Councilmember DiGruttolo asked if some of that had been laid out in the handbook for the Planning Commission.

City Planner Griffiths stated that the Planning Commission had received some training material that was distributed by City Administrator Nevinski. He stated that one of the things that the Commission had focused on with this workplan was finishing the implementation of the last Comprehensive Plan as their number one goal, which would touch on most of the goals just mentioned by Councilmember Sanschagrín.

Mayor Labadie noted that this was just an informational item and did not need approval.

E. Development Agreement and Stormwater Management Agreement for Shorewood Meadow (formerly Consent Agenda item 2.N.)

Councilmember Sanschagrín stated that stormwater management was a challenge in the City and wanted to make sure that he understood the agreement and how the City could determine whether or not they were in compliance.

City Planner Griffiths stated that with either agreement, the terms and how the City administers them were approved by the City Council when the Final Plat was approved. He explained that the agreements stipulate to the developer that the City approved it in a certain manner and that they needed to do things the way they had presented them, otherwise the City would complete the improvements, for example, the stormwater management, on the developer's behalf. He stated that with the stormwater management agreement, which was specifically tied to the approved

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plans for the development, and as part of that process, the developer would need to do things like providing an 'as built' survey in order to show that they had done things according to the plans that were approved. He stated that for enforcement purposes, if staff goes into the site and sees things that need to be fixed, they report that to the developer and if they do not complete the work, the City would use the money available through the development agreement and this agreement in order to make those corrections, so the taxpayers do not have to pay for it. He clarified that these funds would come from the escrow account for these funds.

Gorham moved, Sanschagrín seconded, Approving the Development Agreement and Stormwater Management Agreement for Shorewood Meadow

Motion passed.

F. IT Equipment Updates (formerly Consent Agenda item 2.P.)

City Administrator Nevinski reminded the Council that the City had to transition to a new IT provider last year because their former provider closed their business. He stated that the overall transition to a new provider went well but they found that the City's equipment was quite dated and some was unsupported, which puts the City at risk for system failure and data loss. He explained that because of this, the new provider had recommended that the City make improvements to its system as soon as possible. He noted that staff was proposing that the funding from the Equipment Fund but would also require a budget adjustment to the 2025 budget.

Councilmember Sanschagrín asked if the City would forego some of the other things it had planned to spend money on or if these were discretionary funds within the Equipment Fund.

City Administrator Nevinski stated that he believed that the City had money that it had been putting away within that fund, so there were funds available and noted that in subsequent years, the City would have to replenish that fund and adjust the levy accordingly.

Councilmember DiGruttolo asked if the City had gotten any other quotes for this equipment and noted that she thought the quote seemed particularly high. She stated that they were also only giving the City one cloud server and two physical servers, which was usually reversed because cloud servers were much more secure than physical servers. She explained that she felt the labor costs were very high for what they are proposing be given to the City and reiterated her question about whether the City had looked at other solutions.

City Administrator Nevinski explained that the back-up system would be on site, and there would be a remote physical server, and a cloud server. He stated that the City had not gone out for multiple bids because that would involve bringing in another IT provider and explained that these folks function like the City's IT staff which meant the City was relying on them to tell the City what was needed. He stated that bringing in somebody else and going through the whole process and analysis would most likely cost an additional ten or fifteen thousand dollars.

Councilmember Sanschagrín stated that he agreed that the cost seemed like a lot. He stated that many times there was a decision to be made in terms of being specific when there are unbudgeted items, and other items fall out in order to keep the budget balanced. He asked if the City had tried negotiating the pricing down a bit more or if they were just accepting the number put in front of the City.

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City Administrator Nevinski stated that the City had talked with them about their proposal, but have not tried to negotiate a particular price. He stated that the City was also not really looking at dropping something else out of the General Fund budget and was proposing that they pull money out of the Equipment Fund in order to pay for this equipment.

Councilmember Gorham stated that when he looked at labor in a proposal like this, he thinks of a reasonable hourly rate divided by the total sum. He stated that this proposal has about six thousand dollars, which equated to forty hours, and noted that labor was expensive. He noted he felt it may look like a lot, but if it was boiled down to hours, it was not that many actual hours because these guys were highly technical and specialized.

Councilmember DiGruttolo stated that they were also charging an additional three thousand dollars in labor for something that was concurrent with the project labor. She stated that she was not an IT person, but reiterated that this amount just seemed really high to her and was surprised that the City had not checked with anyone else to see what it would cost.

Councilmember Sanschagrín asked if the City could check with somebody else.

Mayor Labadie stated that she felt this issue was something where time was of the essence because the security of the City's entire system depended on the Council acting quickly.

Councilmember DiGruttolo expressed confusion about the situation with the former provider that went out of business, and this new provider coming on board with the City and asked if the new provider had been with the City for a while.

City Administrator Nevinski explained that the new provider had been with the City for a few months.

Councilmember Sanschagrín expressed concern that the new provider was just taking advantage of the situation and stated that he would feel more comfortable if the City could ensure that they were not overpaying for this by checking with others who had implemented similar services and see what they had spent. He explained that he would just like to make sure that the City would not be overpaying by ten to fifteen thousand dollars.

Finance Director Schmuck explained that it would not simply be removing the old server and plugging in a new one because there would be mapping that would need to happen. She stated that was also one of the difficulties of going out and trying to get another quote, because the City did not have the expertise to spec out what needed to happen. She stated that this provider has an understanding of what the City's IT system needed and also how to implement that change.

Councilmember Gorham noted that he would have liked to see more cost analysis, but admitted that it does seem like they were going to be doing a lot of things that would add up to the labor costs that were outlined.

Councilmember Sanschagrín asked if City staff had been happy with what the new provider had done so far.

City Administrator Nevinski acknowledged that City staff had been happy with what the new provider has done and noted that they were pleased with their responsiveness. He noted that

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

MARCH 24, 2025

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they had also been working through a lot of issues, and staff believed that many of those issues were due to the age of the server, the software, and the hardware.

Councilmember Sanschagrín stated that he appreciated that the Council was able to talk through this and discuss it.

Councilmember DiGruttolo asked how long it would be before the City would need to update equipment again.

City Administrator Nevinski stated that the City was most likely on a five to six-year cycle.

Sanschagrín moved, Gorham seconded, Approving the IT Equipment Quotes, authorize the use of funds from the Equipment Fund (403) fund balance through a budget amendment, and authorize the City Administrator to execute the quotes, as presented.

Motion passed.

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

Park and Recreation Manager Czech stated that Lucky's Pot O'Gold had over twenty photos submitted as part of the contest, which he felt was a relatively good turnout. He stated that the Concert in the Park was scheduled for July 17, 2025, and were working on getting the Bach to Rock kids band to open for the headliner and noted that they have a possible sponsor for this event. He stated that Movie in the Park would be held on August 22, 2025, where they will show Lilo and Stitch.

Finance Director Schmuck stated that the Finance Department had been preparing for the audit and noted that the field work will begin on March 31, 2025. She noted that the project management team on the long-term financial management plan had their kick-off meeting and had begun building the working document. She reminded the Council that they were also preparing to kick off the 2026 budget calendar as well.

City Planner Griffiths stated that the Planning Department has been extremely busy now that spring has sprung and noted that at the next Planning Commission meeting on April 1, 2025 they would hold the public hearing for the Subdivision Ordinance update.

City Administrator Nevinski stated that he wanted to formally welcome City Planner Griffiths to the City as the new Planning Director and noted that the City would now begin the recruitment process for a City Planner. He stated that they had received three proposals for the Highway 7 Transit Management Organizational Study, which had been shared with a selection committee from interested communities along the corridor. He reminded the Council that the grant for this work was given to the City, so the contract for this work would also be with the City. He noted that the SLMPD was doing road restriction enforcement for the City, which was a bit above and beyond their usual patrol work, which meant there was also a bit of a cost to the City, but the fines should offset the additional costs for protecting the City's roadways. He stated that the City was also doing some right-of-way enforcement, and Public Works would be removing things when necessary. He stated that the Council would be talking about the watermain on Mill Street at the

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

MARCH 24, 2025

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next Council Work Session meeting. He noted that street sweeping was scheduled to begin next week, which meant that the new street sweeper would be out and about in the City.

Councilmember Sanschagrin asked about the agenda software.

City Administrator Nevinski explained that the City had put in the order, but it would be several months before it can be implemented but the hope was that it would be fully launched by the fall.

B. Mayor and City Council

Councilmember DiGruttolo stated that she had several people who have asked her about the cameras on Highway 7 and suggested that the City find a way to put together a write-up in the newsletter in order to communicate information to the residents.

City Administrator Nevinski noted that there had been quite a bit of coverage by the local news stations and explained that this was part of a grant that the law enforcement agencies along Highway 7 had received. He stated that it was really being run out of the SLMPD, but he would look into some talking points they could provide to the Council and residents to help with communication.

Mayor Labadie stated that she liked Councilmember DiGruttolo's idea about putting out a memo or communication that could be done in conjunction with the police.

Councilmember Gorham expressed his appreciation to City Administrator Nevinski and City Clerk/HR Director Thone for letting him join the Planning Director interviews. He stated that the interview committee was very impressed with City Planner Griffiths and felt the City was really lucky to have him.

Councilmember Sanschagrin stated that he wanted to give the Council the heads-up that there would be some discussions regarding the LMCC coming up in the next few months.

Mayor Labadie stated that the LMCC does a lot of things for the City and thanked them for filming the recent mayors forum as well as the State of the City Address, which should hit the airwaves in about a week.

10. ADJOURN

Sanschagrin moved, DiGruttolo seconded, Adjourning the City Council Regular Meeting of March 24, 2025, at 8:17 P.M.

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Verified Claims
Meeting Date: April 14, 2025
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Jeanne Schmuck, Finance Director
Attachments: Claims Lists

Item
2C

Background:

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

Claims for Council authorization:

Payroll-03-24-2025-ACH	\$57,727.56
Payroll-03-24-2025-AP	\$76,100.17
Payroll-04-07-2025-ACH	\$59,393.68
Payroll-04-07-2025-AP	\$48,440.80
Midwest Mailing-1 st qtr. Utility Bills	\$2,248.01
City of Excelsior-2024 item	\$37,851.92
Hennepin County Records	\$46.00
Council-04-15-2025	\$603,992.89

Total Claims: Checks & ACH	\$885,801.03
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Financial or Budget Considerations

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

Action Requested

Motion to approve the claims list as presented.

Clearing House

Distribution Report

User: jschmuck@ci.shorewood.mn.us
Printed: 03/24/2025 - 12:55PM
Batch: 00024.03.2025



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	57,727.56	CASH AND INVESTMENTS
700-00-2170-0000	57,727.56	0.00	GROSS PAYROLL CLEARING
	57,727.56	57,727.56	
Report Totals:	57,727.56	57,727.56	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/24/2025 - 2:25PM
Batch: 00004.03.2025 - Payroll-03-24-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES				
Feb-2025-Kosek	Tim Kosek-Feb's premium	-59.86	03/24/2025	Check Sequence: 1 700-00-2182-0000	ACH Enabled: True
February-2025	February-Tim Kosek	-29.93	02/24/2025	700-00-2182-0000	
Mar-2025-Kosek	Tim Kosek-Mar's 1st Deduction	-29.93	03/24/2025	700-00-2182-0000	
March-2025	PR Batch 00001.03.2025 Union Dues-Included T	209.51	03/10/2025	700-00-2182-0000	PR Batch 00001.03.2025 Union Dues
March-2025	PR Batch 00003.03.2025 Union Dues	299.30	03/24/2025	700-00-2182-0000	PR Batch 00003.03.2025 Union Dues
Check Total:		389.09			
Vendor: 1511	ALLSTATE BENEFITS				
Feb-2025-Adj	Feb-2025- Adj	-0.35	02/24/2025	Check Sequence: 2 700-00-2189-0000	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 Insurance-Accident Be	64.39	03/10/2025	700-00-2189-0000	PR Batch 00001.03.2025 Insurance-Accide
March-2025	PR Batch 00001.03.2025 Insurance-Hospital Ber	253.11	03/10/2025	700-00-2189-0000	PR Batch 00001.03.2025 Insurance-Hospit
March-2025	PR Batch 00001.03.2025 Insurance-Critical Ben	460.96	03/10/2025	700-00-2189-0000	PR Batch 00001.03.2025 Insurance-Critica
Check Total:		778.11			
Vendor: 5	EFTPS - FEDERAL W/H				
PR-03-24-2025	PR Batch 00003.03.2025 FICA Employer Portio	5,276.14	03/24/2025	Check Sequence: 3 700-00-2174-0000	ACH Enabled: True
PR-03-24-2025	PR Batch 00003.03.2025 FICA Employee Portio	5,276.14	03/24/2025	700-00-2174-0000	PR Batch 00003.03.2025 FICA Employee
PR-03-24-2025	PR Batch 00003.03.2025 Medicare Employee Pc	1,233.94	03/24/2025	700-00-2174-0000	PR Batch 00003.03.2025 Medicare Emplo
PR-03-24-2025	PR Batch 00003.03.2025 Federal Income Tax	9,092.78	03/24/2025	700-00-2172-0000	PR Batch 00003.03.2025 Federal Income T
PR-03-24-2025	PR Batch 00003.03.2025 Medicare Employer Po	1,233.94	03/24/2025	700-00-2174-0000	PR Batch 00003.03.2025 Medicare Emplo
Check Total:		22,112.94			
Vendor: 6	HEALTH PARTNERS-MEDICAL				
Feb-2025-Kosek	Tim Kosek-Feb's Medical Deduct	-38.02	03/24/2025	Check Sequence: 4 700-00-2171-0000	ACH Enabled: True
Mar-2025	Mar's Medical Deduct	-38.02	03/24/2025	700-00-2171-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
March-2025	PR Batch 00003.03.2025 Health Insurance - CoF	427.76	03/24/2025	700-00-2171-0000	PR Batch 00003.03.2025 Health Insurance
March-2025	PR Batch 00001.03.2025 Health Insurance-HSA	17,108.92	03/10/2025	700-00-2171-0000	PR Batch 00001.03.2025 Health Insurance
March-2025	PR Batch 00001.03.2025 Health Insurance-HSA	1,327.21	03/10/2025	700-00-2171-0000	PR Batch 00001.03.2025 Health Insurance
March-2025	PR Batch 00001.03.2025 Health Ins.-CoPay Ben	8,420.12	03/10/2025	700-00-2171-0000	PR Batch 00001.03.2025 Health Insurance
March-2025	PR Batch 00001.03.2025 Health Insurance - CoF	389.74	03/10/2025	700-00-2171-0000	PR Batch 00001.03.2025 Health Insurance
March-2025	PR Batch 00003.03.2025 Health Insurance-HSA	1,327.21	03/24/2025	700-00-2171-0000	PR Batch 00003.03.2025 Health Insurance
Check Total:		28,924.92			
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 5	ACH Enabled: True
March-2025	PR Batch 00001.03.2025 Dental-Non Union Ben	1,910.22	03/10/2025	700-00-2184-0000	PR Batch 00001.03.2025 Dental-Non Unio
Check Total:		1,910.22			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True
PR-03-24-2025	PR Batch 00003.03.2025 State Income Tax	4,048.12	03/24/2025	700-00-2173-0000	PR Batch 00003.03.2025 State Income Tax
Check Total:		4,048.12			
Vendor: 2	MISSION SQUARE RETIREMNT-302131-457			Check Sequence: 7	ACH Enabled: True
PR-03-24-2025	PR Batch 00003.03.2025 Deferred-MissionSq-FI	2,246.20	03/24/2025	700-00-2176-0000	PR Batch 00003.03.2025 Deferred-Missior
Check Total:		2,246.20			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-03-24-2025	PR Batch 00003.03.2025 Deferred Comp-MSRS	25.00	03/24/2025	700-00-2176-0000	PR Batch 00003.03.2025 Deferred Comp-I
Check Total:		25.00			
Vendor: 665	OPTUM BANK			Check Sequence: 9	ACH Enabled: True
PR-03-24-2025	PR Batch 00003.03.2025 HSA-Optum Bank-Ber	1,178.82	03/24/2025	700-00-2183-0000	PR Batch 00003.03.2025 HSA-Optum Ban
PR-03-24-2025	PR Batch 00003.03.2025 HSA-Optum Bank-Em	2,329.16	03/24/2025	700-00-2183-0000	PR Batch 00003.03.2025 HSA-Optum Ban
Check Total:		3,507.98			
Vendor: 9	PERA			Check Sequence: 10	ACH Enabled: True
LabadieChorlett	PR Batch 00001.02.2025 MN PERA Benefit Em	-5.75	03/12/2025	700-00-2175-0000	PR Batch 00001.02.2025 MN PERA Benef
Labadie-PERA	PERA Correction-Labadie Chorlette	5.75	03/11/2025	700-00-2175-0000	
PR-03-24-2025	PR Batch 00003.03.2025 MN-PERA Deduction	5,644.60	03/24/2025	700-00-2175-0000	PR Batch 00003.03.2025 MN-PERA Dedu
PR-03-24-2025	PR Batch 00003.03.2025 MN PERA Benefit Em	6,512.99	03/24/2025	700-00-2175-0000	PR Batch 00003.03.2025 MN PERA Benef

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	12,157.59			
	Total for Check Run:	76,100.17			
	Total of Number of Checks:	10			

AP-Computer Check Proof List by Vendor (03/24/2025 - 2:25 PM)

Page 3

Clearing House

Distribution Report

User: mnguyen
Printed: 04/07/2025 - 1:57PM
Batch: 00007.04.2025



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	59,393.68	CASH AND INVESTMENTS
700-00-2170-0000	59,393.68	0.00	GROSS PAYROLL CLEARING
	59,393.68	59,393.68	
Report Totals:	59,393.68	59,393.68	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 04/07/2025 - 7:54PM
Batch: 00001.04.2025 - Payroll-04-07-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL				
April-2025	PR Batch 00001.04.2025 Dental-Union Benefit	385.00	04/07/2025	Check Sequence: 1 700-00-2185-0000	ACH Enabled: True PR Batch 00001.04.2025 Dental-Union Be
Feb-2025-Kosek	Kosek-Feb-2025	-70.00	04/07/2025	700-00-2185-0000	PR Batch 00001.04.2025 Dental-Union Be
Jan-2025-Kosek	Kosek-Jan-2025	-35.00	04/07/2025	700-00-2185-0000	PR Batch 00001.04.2025 Dental-Union Be
Mar-2025-Kosek	Kosek-Mar-2025	-70.00	04/07/2025	700-00-2185-0000	PR Batch 00001.04.2025 Dental-Union Be
	Check Total:	210.00			
Vendor: 5	EFTPS - FEDERAL W/H				ACH Enabled: True
PR-04-07-2025	PR Batch 00001.04.2025 Federal Income Tax	9,363.34	04/07/2025	Check Sequence: 2 700-00-2172-0000	PR Batch 00001.04.2025 Federal Income T
PR-04-07-2025	PR Batch 00001.04.2025 FICA Employee Portio	5,450.07	04/07/2025	700-00-2174-0000	PR Batch 00001.04.2025 FICA Employee
PR-04-07-2025	PR Batch 00001.04.2025 Medicare Employer Po	1,274.64	04/07/2025	700-00-2174-0000	PR Batch 00001.04.2025 Medicare Employ
PR-04-07-2025	PR Batch 00001.04.2025 FICA Employer Portio	5,450.07	04/07/2025	700-00-2174-0000	PR Batch 00001.04.2025 FICA Employer I
PR-04-07-2025	PR Batch 00001.04.2025 Medicare Employee Pc	1,274.64	04/07/2025	700-00-2174-0000	PR Batch 00001.04.2025 Medicare Emplo
	Check Total:	22,812.76			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY				ACH Enabled: True
April-2025	PR Batch 00001.04.2025 Vision-Avesis Benefit-]	-11.16	04/07/2025	Check Sequence: 3 700-00-2186-0000	PR Batch 00001.04.2025 Vision-Avesis Be
April-2025	PR Batch 00001.04.2025 Vision-Avesis Benefit &	276.72	04/07/2025	700-00-2186-0000	PR Batch 00001.04.2025 Vision-Avesis Be
	Check Total:	265.56			
Vendor: 1510	GEN DIGITAL, INC.				ACH Enabled: True
April-2025	PR Batch 00001.04.2025 Protection-NortonLife	135.86	04/07/2025	Check Sequence: 4 700-00-2188-0000	PR Batch 00001.04.2025 Protection-Norto
April-2025	PR Batch 00001.04.2025 Protection-NortonLife	-19.97	04/07/2025	700-00-2188-0000	PR Batch 00001.04.2025 Protection-Norto
	Check Total:	115.89			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY				ACH Enabled: True
				Check Sequence: 5	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
April-2025	PR Batch 00001.04.2025 Short Term Disability I	1,052.48	04/07/2025	700-00-2181-0000	PR Batch 00001.04.2025 Short Term Disat
April-2025	PR Batch 00001.04.2025 Long Term Disability I	-86.60	04/07/2025	700-00-2181-0000	PR Batch 00001.04.2025 Long Term Disat
April-2025	PR Batch 00001.04.2025 Short Term Disability I	-105.24	04/07/2025	700-00-2181-0000	PR Batch 00001.04.2025 Short Term Disat
April-2025	PR Batch 00001.04.2025 Long Term Disability I	958.69	04/07/2025	700-00-2181-0000	PR Batch 00001.04.2025 Long Term Disat
Check Total:		1,819.33			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE				ACH Enabled: True
PR-04-07-2025	PR Batch 00001.04.2025 State Income Tax	4,358.82	04/07/2025	700-00-2173-0000	PR Batch 00001.04.2025 State Income Tax
Check Total:		4,358.82			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY				ACH Enabled: True
April-2025	PR Batch 00001.04.2025 MN-Life Insurance Ben	1,091.30	04/07/2025	700-00-2180-0000	PR Batch 00001.04.2025 MN-Life Insuran
April-2025	PR Batch 00001.04.2025 MN-Life Insurance Ben	-24.52	04/07/2025	700-00-2180-0000	PR Batch 00001.04.2025 MN-Life Insuran
Check Total:		1,066.78			
Vendor: 2	MISSION SQUARE RETIREMNT-302131-457				ACH Enabled: True
PR-04-07-2025	PR Batch 00001.04.2025 Deferred-MissionSq-FI	2,246.20	04/07/2025	700-00-2176-0000	PR Batch 00001.04.2025 Deferred-Mission
Check Total:		2,246.20			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457				ACH Enabled: True
PR-04-07-2025	PR Batch 00001.04.2025 Deferred Comp-MSRS	25.00	04/07/2025	700-00-2176-0000	PR Batch 00001.04.2025 Deferred Comp-M
Check Total:		25.00			
Vendor: 10	NCPERS GROUP LIFE INSURANCE				ACH Enabled: True
April-2025	PR Batch 00001.04.2025 PERA Life Benefit	144.00	04/07/2025	700-00-2180-0000	PR Batch 00001.04.2025 PERA Life Benef
Check Total:		144.00			
Vendor: 665	OPTUM BANK				ACH Enabled: True
PR-04-07-2025	PR Batch 00001.04.2025 HSA-Optum Bank-Em	1,279.16	04/07/2025	700-00-2183-0000	PR Batch 00001.04.2025 HSA-Optum Ban
PR-04-07-2025	PR Batch 00001.04.2025 HSA-Optum Bank-Ber	1,178.82	04/07/2025	700-00-2183-0000	PR Batch 00001.04.2025 HSA-Optum Ban
Check Total:		2,457.98			
Vendor: 9	PERA				ACH Enabled: True
PR-04-07-2025	PR Batch 00001.04.2025 MN PERA Benefit Em	6,814.79	04/07/2025	700-00-2175-0000	PR Batch 00001.04.2025 MN PERA Benef

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
PR-04-07-2025	PR Batch 00001.04.2025 MN-PERA Deduction	5,906.14	04/07/2025	700-00-2175-0000	PR Batch 00001.04.2025 MN-PERA Dedu
	Check Total:	12,720.93			
Vendor: 1512	PRE-PAID LEGAL SERVICES, INC			Check Sequence: 13	ACH Enabled: True
April-2025	PR Batch 00001.04.2025 Protection-LegalShield	252.42	04/07/2025	700-00-2187-0000	PR Batch 00001.04.2025 Protection-Legal
April-2025	PR Batch 00001.04.2025 Protection-LegalShield	-54.87	04/07/2025	700-00-2187-0000	PR Batch 00001.04.2025 Protection-Legal
	Check Total:	197.55			
	Total for Check Run:	48,440.80			
	Total of Number of Checks:	13			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 04/07/2025 - 8:36PM
Batch: 00002.04.2025 - Midwest Mailing-04-08-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 1	ACH Enabled: True
80979	Utility-Postage	452.12	04/08/2025	621-00-4208-0000	
80979	Utility-Postage	452.12	04/08/2025	631-00-4208-0000	
80979	Utility-Postage	452.13	04/08/2025	611-00-4208-0000	
80979	Utility-Svc	109.88	04/08/2025	611-00-4400-0000	
80979	Utility-Svc	109.88	04/08/2025	601-00-4400-0000	
80979	Utility-Svc	109.88	04/08/2025	621-00-4400-0000	
80979	Utility-Postage	452.12	04/08/2025	601-00-4208-0000	
80979	Utility-Svc	109.88	04/08/2025	631-00-4400-0000	
Check Total:		2,248.01			
Total for Check Run:		2,248.01			
Total of Number of Checks:		1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 04/08/2025 - 1:27PM
Batch: 00003.04.2025 - Council-04-14-25-2024item



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 144	CITY OF EXCELSIOR				
20250000340	2023 Sewer Fees	37,851.92	12/31/2024	Check Sequence: 1 611-00-4386-0000	ACH Enabled: True
	Check Total:	37,851.92			
	Total for Check Run:	37,851.92			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 04/08/2025 - 2:55PM
Batch: 00004.04.2025 - Council-04-14-25-Henn Cty-Records



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 216	HENNEPIN COUNTY RECORDER'S OFFICE				ACH Enabled: False
20175ManorRd	Record Service-Res. 25-023-Approving a Varian	46.00	04/14/2025	Check Sequence: 1 101-13-4400-0000	Record
	Check Total:	46.00			
	Total for Check Run:	46.00			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 04/09/2025 - 4:10PM
Batch: 00005.04.2025 - Council-04-14-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 104 4060996	ADAM'S PEST CONTROL INC Building Inspection-Shorewood#1114400	102.43	04/14/2025	Check Sequence: 1 101-19-4223-0000	ACH Enabled: True
	Check Total:	102.43			
Vendor: 105 INV353084	ADVANCED IMAGING SOLUTIONS Konica Minolta/C658 Copier-Monthly Base Rate	47.00	04/14/2025	Check Sequence: 2 101-19-4221-0000	ACH Enabled: True
	Check Total:	47.00			
Vendor: 1412 March-2025	ARVIG Act#3101049-Monthly Phones/Internet Services	493.44	04/14/2025	Check Sequence: 3 101-19-4321-0000	ACH Enabled: True
	Check Total:	493.44			
Vendor: 1509 61968 61974	BLUE NET INC IT Clean-up Project Equipment Server Replacement Equipment	3,356.00 29,492.00	04/14/2025 04/14/2025	Check Sequence: 4 403-00-4640-0000 403-00-4640-0000	ACH Enabled: True
	Check Total:	32,848.00			
Vendor: 125 098P20975 098P20975.02	BOYER FORD TRUCKS Battery for Snow Plow Truck Battery for Snow Plow Truck	415.26 314.13	04/14/2025 04/14/2025	Check Sequence: 5 101-33-4245-0000 101-33-4245-0000	ACH Enabled: True
	Check Total:	729.39			
Vendor: 1221 3526-0000G-39 3526-0001G-39 3526-0009G-27	CAMPBELL KNUTSON P.A. General Matters/Administration Planning & Zoning Services Code Enforcement-5815 Club Lane	2,951.46 302.40 129.30	04/14/2025 04/14/2025 04/14/2025	Check Sequence: 6 101-16-4304-0000 101-16-4304-0000 101-16-4304-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
3526-0997G-19	Additional Prosecution Svc	268.60	04/14/2025	101-16-4304-0000	
3526-0999G-42	Prosecution	3,093.95	04/14/2025	101-16-4304-0000	
	Check Total:	6,745.71			
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 7	ACH Enabled: True
03-24-2025	20630 Manor Rd	83.08	04/14/2025	101-52-4380-0000	
03-24-2025	5735 Country Club Rd-SCEC	290.05	04/14/2025	201-00-4380-0000	
03-28-2025	20405 Knightsbridge Rd	85.38	04/14/2025	601-00-4394-0000	
03-28-2025	6000 Eureka Road	225.83	04/14/2025	101-52-4380-0000	
03-28-2025	5755 Country Club Rd	289.05	04/14/2025	101-19-4380-0000	
03-28-2025	28125 Boulder Bridge	228.14	04/14/2025	601-00-4396-0000	
03-28-2025	24200 Smithtown Rd	716.44	04/14/2025	101-32-4380-0000	
	Check Total:	1,917.97			
Vendor: 137	CENTURY LINK			Check Sequence: 8	ACH Enabled: True
03-25-2025	Acct#333778780-PW's-952-470-2294	70.16	04/14/2025	101-32-4321-0000	952-470-2294-642-PW's
03-25-2025	Acct#334037388-C.H.-952-470-6340	123.59	04/14/2025	101-19-4321-0000	952-474-6340-989-C.H.
03-25-2025	Acct#333532729-SCEC-952-470-7819	131.32	04/14/2025	201-00-4321-0000	952-470-7819-261-SCEC
	Check Total:	325.07			
Vendor: 915	CINTAS			Check Sequence: 9	ACH Enabled: False
5259676509	PW's-First Aid Supplies	47.81	04/14/2025	101-32-4400-0000	
5260899504	City Hall-First Aid Supplies	67.40	04/14/2025	101-19-4223-0000	
	Check Total:	115.21			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 10	ACH Enabled: True
1st Qtr-2025-Water	Quarterly Water Usage	5,563.13	04/14/2025	601-00-4261-0000	
20250000370	Vac Truck Maintenance	153.73	04/14/2025	611-00-4221-0000	
	Check Total:	5,716.86			
Vendor: 1361	COSTCO-CITI CARDS			Check Sequence: 11	ACH Enabled: True
03-24-2025-Nelia	General Supplies-Staff Meeting	1.75	04/14/2025	101-13-4245-0000	
	Check Total:	1.75			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1096 9000103571	DAVEY RESOURCE GROUP, INC. Forestry Consulting Services	345.00	04/14/2025	Check Sequence: 12 101-32-4400-0000	ACH Enabled: True
	Check Total:	345.00			
Vendor: 166 0138877-IN 0138877-IN	EARL F. ANDERSEN Sign Post Driver Sign Post Driver	1,775.32 1,775.31	04/14/2025 04/14/2025	Check Sequence: 13 101-32-4240-0000 101-32-4245-0000	ACH Enabled: False
	Check Total:	3,550.63			
Vendor: 167 1032951 1038783 1040700 1040701 1040702 1040703 1040907 1040908 1040909 1042749	ECM PUBLISHERS INC Zoning Ordinance Ord. No. 616 Ph- R-3A Ph- R-2A 27225 Smithtown Road Subdivision Ordinance PH R-3A PH R-2A Subdivision Ordinance 26350 Smithtown Town-	38.70 87.50 56.25 56.25 56.25 56.25 38.70 38.70 38.70 50.00	04/14/2025 04/14/2025 04/14/2025 04/14/2025 04/14/2025 04/14/2025 04/14/2025 04/14/2025 04/14/2025 04/14/2025	Check Sequence: 14 101-18-4351-0000 101-13-4351-0000 101-18-4351-0000 101-18-4351-0000 101-18-4351-0000 101-18-4351-0000 101-18-4351-0000 101-18-4351-0000 101-18-4351-0000 101-18-4351-0000	ACH Enabled: True
	Check Total:	517.30			
Vendor: 487 JC363038N009	EGAN COMPANY Signal MTCE-Christmas/TH7	2,782.32	04/14/2025	Check Sequence: 15 101-32-4400-0000	ACH Enabled: True
	Check Total:	2,782.32			
Vendor: 1532 17446 17446	ENVIRONMENTAL EQUIPMENT & SERVICES, INC. Street Sweeper Purchase Street Sweeper Purchase	60,000.00 292,378.84	04/14/2025 04/14/2025	Check Sequence: 16 631-00-4640-0000 403-00-4620-0000	ACH Enabled: True
	Check Total:	352,378.84			
Vendor: 200 5030750 5030750	GOPHER STATE ONE CALL Monthly Rental Monthly Rental	51.30 51.30	04/14/2025 04/14/2025	Check Sequence: 17 631-00-4400-0000 611-00-4400-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
5030750	Monthly Rental	51.30	04/14/2025	601-00-4400-0000	
	Check Total:	153.90			
Vendor: 1533	JOEL GOTTA			Check Sequence: 18	ACH Enabled: False
21295ChristmasL	Refund Variance Application-21295 Christmas L	500.00	04/14/2025	101-00-3413-0000	
21295ChristmasL	Refund Variance Application-21295 Christmas L	500.00	04/14/2025	880-00-2200-0000	
	Check Total:	1,000.00			
Vendor: 211	HAWKINS, INC.			Check Sequence: 19	ACH Enabled: True
7012929	Chemical Tank Rental	150.00	04/14/2025	601-00-4400-0000	
	Check Total:	150.00			
Vendor: 1384	HD SUPPLY FORMERLY HOME DEPOT PRO			Check Sequence: 20	ACH Enabled: False
855965794	General Supplies	231.34	04/14/2025	201-00-4245-0000	
	Check Total:	231.34			
Vendor: 216	HENNEPIN COUNTY RECORDER'S OFFICE			Check Sequence: 21	ACH Enabled: False
4545EnchantedPt	Record Service-Stormwater Agreement-4545 En	46.00	04/14/2025	101-13-4400-0000	Record
	Check Total:	46.00			
Vendor: 689	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 22	ACH Enabled: False
1000244218	800 Mhz Radio Fee	233.04	04/14/2025	101-32-4321-0000	
1000244476	REC0001086-View Recorded Documents	12.50	04/14/2025	101-18-4400-0000	
	Check Total:	245.54			
Vendor: 1405	HENNEPIN COUNTY TREASURER			Check Sequence: 23	ACH Enabled: False
1643	Tree Purchases	8,580.00	04/14/2025	101-52-4247-0000	
	Check Total:	8,580.00			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 24	ACH Enabled: True
20395692	SCEC - Mats	70.67	04/14/2025	201-00-4223-0000	
	Check Total:	70.67			
Vendor: 1332	JERRY'S PRINTING			Check Sequence: 25	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
99123	Development Lawn Signs	150.00	04/14/2025	101-18-4200-0000	
	Check Total:	150.00			
Vendor: 1515	KATH FUEL OIL SERVICE CO.			Check Sequence: 26	ACH Enabled: True
822072	Fuel for Trailer	1,238.45	04/14/2025	101-32-4212-0000	
823058	Fuel for Trailer	1,041.95	04/14/2025	101-32-4212-0000	
	Check Total:	2,280.40			
Vendor: 247	DREW KRIESEL			Check Sequence: 27	ACH Enabled: False
112612	SCEC Event Setup/Teardown	544.00	04/14/2025	201-00-4248-0000	
	Check Total:	544.00			
Vendor: 251	LAKE MINNETONKA CONSERVATION DISTRICT			Check Sequence: 28	ACH Enabled: True
2025Q2Shore	Quarterly Levy Dues	5,565.50	04/14/2025	101-11-4433-0000	
	Check Total:	5,565.50			
Vendor: 1378	MAYA MAINTENANCE LLC			Check Sequence: 29	ACH Enabled: True
1437	Janitorial Services-PW's Facility	520.00	04/14/2025	101-32-4400-0000	
1440	Janitorial Services-SCEC-Event Setup/Teardown	122.50	04/14/2025	201-00-4248-0000	
1440	Janitorial Services-SCEC	460.00	04/14/2025	201-00-4400-0000	
	Check Total:	1,102.50			
Vendor: 279	METROPOLITAN COUNCIL (WASTEWATER)			Check Sequence: 30	ACH Enabled: True
1185300	Monthly Waste Water Svc	89,535.36	04/14/2025	611-00-4385-0000	
	Check Total:	89,535.36			
Vendor: 792	METROPOLITAN AREA MANAGEMENT ASSOCIATION (MAMA)			Check Sequence: 31	ACH Enabled: False
2252	MAMA Member Meeting-03/17/25	35.00	04/14/2025	101-13-4331-0000	
	Check Total:	35.00			
Vendor: 453	METROPOLITAN COUNCIL (SAC)			Check Sequence: 32	ACH Enabled: True
1st Qtr-2025-SAC	Quarterly SAC Report	4,920.30	04/14/2025	611-00-2082-0000	
	Check Total:	4,920.30			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 11 1st Qtr-2025-WA-Sale	MINNESOTA DEPARTMENT OF REVENUE Quarterly Water Sales Tax -	1,614.00	04/14/2025	Check Sequence: 33 601-00-2081-0000	ACH Enabled: True
	Check Total:	1,614.00			
Vendor: 302 MS4-2025	MINNESOTA POLLUTION CONTROL AGENCY MS4 Permit Fee	400.00	04/14/2025	Check Sequence: 34 631-00-4437-0000	ACH Enabled: False
	Check Total:	400.00			
Vendor: 903 263970 263970	PERRILL ROWay Web App-Monthly ROWay Web App-Monthly	75.00 75.00	04/14/2025 04/14/2025	Check Sequence: 35 611-00-4400-0000 601-00-4400-0000	ACH Enabled: True
	Check Total:	150.00			
Vendor: 1534 1167	PIPE SERVICES PV#1 & Final-2024 Sanitary Cleaning & Televis	30,265.24	04/14/2025	Check Sequence: 36 611-00-4680-0000	ACH Enabled: False
	Check Total:	30,265.24			
Vendor: 1328 PLAN-0735	PLAN IT SOFTWARE LLC Plan-It-Capital Planning Software	950.00	04/14/2025	Check Sequence: 37 101-15-4221-0000	ACH Enabled: False
	Check Total:	950.00			
Vendor: 345 3798	SAFEASSURE CONSULTANTS, INC. Annual Safety Training Consulting Services	4,006.21	04/14/2025	Check Sequence: 38 101-32-4400-0000	ACH Enabled: False
	Check Total:	4,006.21			
Vendor: 305 1645959	SAFEBUILT LLC-LOCKBOX #88135 Inspection Services	563.78	04/14/2025	Check Sequence: 39 101-24-4400-0000	ACH Enabled: False
	Check Total:	563.78			
Vendor: 355 180836	SHRED-N-GO_446138 Shredded Svc	78.93	04/14/2025	Check Sequence: 40 101-19-4223-0000	ACH Enabled: True
	Check Total:	78.93			
Vendor: 1363 106167	SKYLINE SALT SOLUTIONS Road Salt	3,008.99	04/14/2025	Check Sequence: 41 101-33-4245-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 360 1st Qtr-2025-PSA 2ndQtr-2025-PSA	Check Total:	3,008.99			
	SOUTH LAKE MINNETONKA POLICE DEPARTMENT				
	Quarterly-Police Services	12,677.00	04/14/2025	Check Sequence: 42 101-21-4400-0000	ACH Enabled: True
	Quarterly-Police Services	12,677.00	04/14/2025	101-21-4400-0000	
	Check Total:	25,354.00			
Vendor: 1181 96557	SPLIT ROCK MANAGEMENT, INC.				
	Custodial Service-CH Building	487.00	04/14/2025	Check Sequence: 43 101-19-4223-0000	ACH Enabled: True
	Check Total:	487.00			
	SPRINGBROOK HOLDING COMPANY LLC				
	Springbrook-CivicPay Fees	6.00	04/14/2025	Check Sequence: 44 611-00-4450-0000	ACH Enabled: True
Vendor: 1101 INV-020188 INV-020188 INV-020188 INV-020188	Springbrook-CivicPay Fees	6.00	04/14/2025	601-00-4450-0000	
	Springbrook-CivicPay Fees	6.00	04/14/2025	621-00-4450-0000	
	Springbrook-CivicPay Fees	6.00	04/14/2025	631-00-4450-0000	
	Check Total:	24.00			
	SPS WORKS				
Vendor: 1170 IV00573158	Nameplate-Griffiths	29.95	04/14/2025	Check Sequence: 45 101-13-4200-0000	ACH Enabled: True
	Check Total:	29.95			
	STATE OF MN-MINNESOTA DEPARTMENT OF HEALTH				
	Quarterly Water Surcharges	3,870.00	04/14/2025	Check Sequence: 46 601-00-2082-0000	ACH Enabled: False
	Check Total:	3,870.00			
Vendor: 694 30192	TIMESAVER OFF SITE SECRETARIAL, INC.				
	Council Meeting	578.88	04/14/2025	Check Sequence: 47 101-13-4400-0000	ACH Enabled: True
	Check Total:	578.88			
	UNIFIRST CORPORATION				
	Account#1562857 - Uniforms Services	342.90	04/14/2025	Check Sequence: 48 101-32-4400-0000	ACH Enabled: True
	Check Total:	342.90			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 327	WINDSTREAM			Check Sequence: 49	ACH Enabled: True
76946927	City of Shwd- Badger Well	65.58	04/14/2025	601-00-4395-0000	630600242006
76946927	City of Shwd- West Tower	119.87	04/14/2025	601-00-4321-0000	630600242008
	Check Total:	185.45			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 50	ACH Enabled: True
919224948	S.E. Area Svc	1,334.63	04/14/2025	601-00-4398-0000	S.E. Area Svc
919224948	Amesbury	1,364.86	04/14/2025	601-00-4394-0000	Amesbury
919224948	Lift Station Street Lights	-3,095.65	04/14/2025	611-00-4380-0000	L.S. Street Lights
919224948	P.W. Street Lights Svc	4,142.23	04/14/2025	101-32-4399-0000	P.W. Street Lights Svc
919224948	Parks	822.68	04/14/2025	101-52-4380-0000	Parks
919224948	C.H. Svcs	672.90	04/14/2025	101-19-4380-0000	C.H. Svcs
919224948	Boulder Bridge	33.11	04/14/2025	601-00-4396-0000	Boulder Bridge
919224948	P.W. Bldg Svc	315.85	04/14/2025	101-32-4380-0000	P.W. Bldg Svc
920607356	24253 Smithtown Rd	276.98	04/14/2025	601-00-4395-0000	24253 Smithtown Rd
920767486	5700 County Rd 19 - Unit Light	182.83	04/14/2025	101-32-4399-0000	5700 County Rd 19 - Unit Light
920767486	5700 County Rd 19	65.87	04/14/2025	101-32-4399-0000	5700 County Rd 19
920798465	5735 Country Club Rd	750.22	04/14/2025	201-00-4380-0000	5735 Country Club Rd
920812289	5755 Country Club Rd	187.04	04/14/2025	101-19-4380-0000	5755 Country Club Rd
921012514	4931 Shady Isalnd Road	30.39	04/14/2025	611-00-4380-0000	4931 Shady Isalnd Road
921018561	28125 Boulder Bridge Drive	1,772.19	04/14/2025	601-00-4396-0000	28125 Boulder Bridge Drive
	Check Total:	8,856.13			
	Total for Check Run:	603,992.89			
	Total of Number of Checks:	50			



City Council Meeting Item

Title/Subject: Approve Public Works Seasonal Hires
Meeting Date: April 14, 2025
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Matt Morreim, Public Works Director
Marc Nevinski, City Administrator
Attachments: None

Background

On February 24, 2025, the City Council approved recruiting three Public Works seasonal positions. Each year, temporary workers are hired for city park maintenance and other tasks.

On April 2, Matt Morreim, Chris Heitz, and Sandie Thone interviewed returning seasonal employees Luke Miller, Spencer Ellis, and Chloe Rice. Luke and Spencer are back for their third season, while Chloe returns for her second. All three received conditional offers, pending background checks and city council approval.

Financial Considerations

New public works seasonal hires are compensated at Grade 2, Step D with a rate of \$19.14 per hour. Returning seasonal employees receive compensation at the next step for each additional year they return. The proposed compensation for Luke Miller and Spencer Ellis in their third year is Step F at \$21.39 per hour, while Chloe Rice's proposed pay for her second year is Step E at \$20.26 per hour.

Action Requested

Motion to approve the hire of Luke Miller, Spencer Ellis, and Chloe Rice for the PW Seasonal position as presented.

Simple majority vote required.



City Council Meeting Item

Title/Subject: Approve Hennepin County Sentence to Serve and Productive Day Agreements
Meeting Date: April 14, 2025
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Hennepin County Services Agreements

Background:

Over the past year, city staff have been researching and considering staffing and equipment options to supplement public works in maintaining public areas in Shorewood. Maintenance work includes buckthorn removal, ash tree removal and miscellaneous vegetation maintenance. Staffing options that have been considered are volunteer events, public works staff, contractors, Sentence to Service (STS) program and productive day program (PDP).

Hennepin County Sentence to Service is a structured work program that provides a sentencing alternative for low-risk adult and juvenile offenders. Rather than serving time in jail or paying a fine, offenders can work, learn new skills and gain self-confidence, while completing community improvement and restoration projects.

The Hennepin County Productive Day program (PDP) is designed for individuals under supervision in the Department of Community Corrections and Rehabilitation. Participants gain the skills and training needed for meaningful employment and a living wage. Participants learn a wide range of urban forestry skills—from cutting techniques, to planting and pruning, to operating and maintaining equipment, to identifying tree species, disease and pests.

The city successfully utilized the Hennepin County STS program to help with buckthorn removal in the city's parks in 2024. Typically, STS crews are 3 to 4 clients plus a crew leader. STS clients are trained by Hennepin County in the maintenance activities that they perform and the equipment that they will utilize. The county is responsible for all transportation, supervision, equipment, PPE, medical liability per the attached agreement.

Due to the success of utilizing the STS crews, city staff engaged with Hennepin County regarding the PDP to aid in ash tree removals throughout the city. City staff reviewed PDP work that occurred on the LRT in Shorewood in 2024. The PDP crews will work alongside city staff to remove trees. PDP crews are allowed to operate chainsaws and small motorized equipment, unlike the STS crews, which will allow the PDP crews to cut down trees with our crews.

City staff will work with both crews when they are onsite and continually evaluate the effectiveness of the crew and its viability for future work.

Financial Considerations:

The cost of the STS crew is \$401.59 per day. The agreement is for up to 30 days of service at a total not to exceed cost of \$12,048.00.

The cost of the PDP crew is \$573.98 per day. The agreement is for up to 20 days of service at a total not to exceed cost of \$11,480.00.

Adequate funding remains in the 2025 public works operating budget (Fund 32-Public Works Service).

Action Requested:

Motion to approve the agreements with Hennepin County for sentencing to service and Productive Day programs.

A majority vote by the Council is required.

**SENTENCING TO SERVICE PROGRAM
SERVICES AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Community Corrections and Rehabilitation, C-2300 Government Center, Minneapolis, Minnesota 55487 ("COUNTY" or "DEPARTMENT") and CITY OF SHOREWOOD, 5755 Country Club Road, Shorewood, MN 55331 ("PARTNER").

WHEREAS, COUNTY operates the Sentencing to Service Program ("PROGRAM"), which offers offenders an opportunity to learn landscape maintenance and other marketable skills; and

WHEREAS, PARTNER wishes to purchase the services of PROGRAM.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, COUNTY and PARTNER agree as follows:

1. TERM AND COST OF THIS AGREEMENT

This Agreement shall be in effect from June 1, 2025, through December 31, 2025, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

The total cost of this Agreement shall not exceed Twelve Thousand Forty-Seven Dollars and Seventy Cents (\$12,047.70) plus applicable tax.

2. SERVICES TO BE PROVIDED

COUNTY agrees to provide labor to perform the following work, in accordance with the terms of this Agreement: landscape maintenance and buckthorn removal services ("Work") as more specifically described in Attachment A.

3. PARTNER RESPONSIBILITIES

PARTNER agrees to the following:

- A. Obtain all necessary permits or licenses or special authority for all Work.
- B. Assign all Work and coordinate material purchases and delivery for projects to be performed.

4. COUNTY RESPONSIBILITIES

COUNTY agrees to the following with respect to Work requested:

- A. Provide work crew(s) in the number and on the days specified in Attachment A.

- B. Provide COUNTY-employed work crew leader who will be responsible for the transportation, instruction, and supervision of PROGRAM work crew.
- C. Provide required personal safety equipment and clothing needed for specific Work.
- D. Provide basic landscaping or other tools and equipment needed for specific Work.
- E. Train each PROGRAM work crew in necessary safety principles and techniques.
- F. Provide quarterly reports to PARTNER that show the number of days worked and total hours of service received.
- G. Assume all medical liability for PROGRAM participants.
- H. COUNTY, in its sole discretion, will assign PROGRAM participants of any gender, race or age capable of performing the necessary Work assignments.

5. COST AND PAYMENT FOR SERVICES

- A. COUNTY shall bill PARTNER for services performed including all applicable state and local sales tax as further specified in Attachment A. If PARTNER is exempt from any such tax, it shall provide a completed Certificate of Exemption to the COUNTY as specified in Attachment A.
- B. Payment for services performed by COUNTY shall be paid by PARTNER within thirty (30) days from the date of invoice.

6. INDEPENDENT PARTIES

Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. Each party is and shall remain an independent party for all services performed under this Agreement. Each party shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel or other persons engaged in the performance of any work or services required by a party will have no contractual relationship with the other party and will not be considered employees of the other party.

7. LIABILITY

Each party shall be liable for its own acts and the results thereof to the extent provided by law, and shall defend, indemnify, and hold harmless each other (including their present and former officials, officers, agents, employees, volunteers, and subcontractors), from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may

be liable, in the performance or failure to perform its obligations under this Agreement. Except for state agencies, each party's liability shall be governed by the provisions of Minnesota Statutes, chapter 466 and other applicable law. The liability of state agencies shall be governed by the provisions of Minnesota Statutes, section 3.736 and other applicable law.

8. DATA PRACTICES

Both parties shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy and confidentiality.

9. SUBCONTRACTING AND ASSIGNMENTS

Neither party shall assign, subcontract, transfer, or pledge this Agreement, in whole or in part, without the prior written consent of the other party.

10. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

11. DEFAULT AND CANCELLATION

- A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, it shall be in default. Unless the default is excused by the nondefaulting party, the nondefaulting party may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure of PARTNER to comply with the terms of this Agreement shall be just cause for COUNTY to immediately cease providing services under this Agreement until PARTNER resumes compliance.
- B. The above remedies shall be in addition to any other right or remedy available to the parties under this Agreement, law, statute, rule, and/or equity.
- C. Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of this Agreement.

- D. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

12. CONTRACT ADMINISTRATION

In order to coordinate the services of PARTNER with the activities of the DEPARTMENT, so as to accomplish the purposes of this Agreement, Jaime Tamez, Strategy and Resource Manager, Hennepin County Department of Community Corrections & Rehabilitation, Community Offender Management Division, 3000 North Second Street, Minneapolis, Minnesota 55411, Jaime.Tamez@hennepin.us or his successor (Contract Administrator), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and PARTNER.

13. NOTICES

Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail. Notices to COUNTY shall be sent to the County Administrator with a copy to the originating DEPARTMENT at the address given in the opening paragraph of this Agreement. Notice to PARTNER shall be sent to the address stated in the opening paragraph of this Agreement.

14. MINNESOTA LAWS GOVERN

The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the county of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of Minnesota. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

Reviewed for COUNTY by:

Document Assembled by:

{ {Exh_es_:signer1:attachment:label("Attachments")} }

PARTNER

PARTNER warrants that the person who executed this Agreement is authorized to do so on behalf of PARTNER as required by applicable articles, bylaws, resolutions or ordinances.*

By:

*PARTNER represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

**Hennepin County STS Services For
City of Shorewood
June 1, 2025 – December 31, 2025**

SERVICES TO BE PROVIDED: Landscape Maintenance and Buckthorn removal.

SERVICE FREQUENCY: Up to thirty (30) STS work crew days, for a minimum of six (6) hours per day, excluding paid breaks.

COST PER DAY: Four Hundred One Dollars and Fifty-Nine Cents (\$401.59)

TOTAL COST: \$12,048.00 (\$401.59/day x 30 days)

INVOICING: (Quarterly)

PARTNER CONTACT INFORMATION:

Billing contact:

Michelle Nguyen, Senior Accountant

952-960-7904

mnguyen@ci.shorewood.mn.us

Partnership contact:

Mark Nevinski, City Administrator

952-960-7905

mnevinski@ci.shorewood.mn.us

Work Scheduling and Correspondence:

Mathew Morreim, Public Works Director

952-960-7913

mmorreim@ci.shorewood.mn.us

TAXABLE STATUS

Hennepin County provides certain services that are taxable in the state of Minnesota. Appropriate sales tax will be charged for all taxable services provided. If your organization is exempt from any state or local sales tax, you must provide a completed Certificate of Exemption (Form ST3) to the COUNTY liaison identified in section 12.

Please consult the Minnesota Department of Revenue Sales & Use Tax guides (available at <https://www.revenue.state.mn.us/sales-and-use-tax>) for information on taxability of specific services.

**PRODUCTIVE DAY EMPLOYMENT PATHWAYS PROGRAM
SERVICES AGREEMENT**

This Agreement is between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, A-2300 Government Center, 300 South Sixth Street, Minneapolis, Minnesota 55487, on behalf of the Hennepin County Department of Community Corrections and Rehabilitation, C-2300 Government Center, Minneapolis, Minnesota 55487 (“COUNTY” or “DEPARTMENT”) and CITY OF SHOREWOOD, 5755 Country Club Road, Shorewood, MN 55331 (“PARTNER”).

WHEREAS, COUNTY operates the Productive Day Employment Pathways Program (“PROGRAM”), in which Hennepin County probationers in the Client and Community Restoration (“CCR”) Program gain work and training opportunities under the guidelines of Minnesota Statutes, Section 241.275; and

WHEREAS, PARTNER wishes to purchase the services of PROGRAM.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, COUNTY and PARTNER agree as follows:

1. TERM AND COST OF THIS AGREEMENT

This Agreement shall be in effect from May 1, 2025, through December 31, 2025, unless terminated earlier in accordance with the Default and Cancellation provisions of this Agreement.

The total cost of this Agreement shall not exceed Eleven Thousand Four Hundred Eighty Dollars and No Cents (\$11,480.00) plus applicable tax.

2. SERVICES TO BE PROVIDED

COUNTY agrees to provide labor to perform the following work, in accordance with the terms of this Agreement: forestry services, including tree-cutting and brush removal (“Work”) as more specifically described in Attachment A.

3. PARTNER RESPONSIBILITIES

PARTNER agrees to the following:

- A. Obtain all necessary permits or licenses or special authority for all Work.
- B. Assign all Work and coordinate material purchases and delivery for projects to be performed, including any equipment and supplies for pesticide application projects.
- C. PARTNER will give COUNTY at least one day advance notice of changes in its daily labor needs.

- D. PARTNER will treat all PROGRAM participants equally like workers from other contracted agencies. PARTNER will allow authorized personnel from COUNTY access onto their premises to observe and/or meet with any Productive Day Employment Pathways Program participant at any time.
- E. PARTNER agrees to provide any training that is reasonably necessary for PROGRAM participants.

4. COUNTY RESPONSIBILITIES

COUNTY agrees to the following with respect to Work requested:

- A. PROGRAM crew(s) on the days specified in Attachment A.
- B. COUNTY will notify PARTNER as soon as practical if it cannot fill the requested daily labor needs. COUNTY's inability to fill the labor needs, as requested by PARTNER, shall not be a default under this Agreement.
- C. Provide COUNTY-employed work crew leader who will be responsible for the transportation, instruction, and supervision of PROGRAM work crew.
- D. Provide required personal safety equipment and clothing needed for specific Work.
- E. Provide tools and equipment needed for specific Work.
- F. Train each PROGRAM work crew in necessary safety principles and techniques.
- G. Provide quarterly reports to PARTNER that show the number of days worked and total hours of service received.
- H. COUNTY will carry worker's compensation insurance for each PROGRAM participant and will provide PARTNER with a certificate of insurance upon request.
- I. COUNTY, in its sole discretion, will assign PROGRAM participants of any gender, race, age or other characteristic capable of performing the necessary work assignments.

5. COST AND PAYMENT FOR SERVICES

- A. PARTNER shall pay COUNTY for work performed by PROGRAM at a rate of Five Hundred Seventy-Three Dollars and Ninety-Eight Cents (\$573.98) per day, as further specified in Attachment A.
- B. COUNTY will bill PARTNER on a quarterly basis for labor provided, listing dates and days that are due and payable upon receipt.

6. INDEPENDENT PARTIES

Nothing is intended or should be construed as creating or establishing the relationship of co-partners between the parties or as constituting either party as the agent, representative, or employee of the other party for any purpose. Each party is and shall remain an independent party for all services performed under this Agreement. Each party shall secure at its own expense all personnel required in performing services under this Agreement. Any personnel or other persons engaged in the performance of any work or services required by a party will have no contractual relationship with the other party and will not be considered employees of the other party.

7. INDEMNIFICATION

Except as further provided in this paragraph: (1) each party is responsible for its own errors, acts, and omissions and the results thereof to the extent authorized by law and shall not be responsible for the errors, acts, and omissions of the other party and the results thereof, and (2) each party agrees to defend, indemnify, and hold harmless the other party, its officials, officers, agents, and employees, for its own errors, acts, and omissions and the results thereof to the extent authorized by law. Notwithstanding anything to the contrary in this Section 7, COUNTY shall have no liability to the PARTNER for any cause under or related to this Agreement for any consequential, special, incidental, punitive, or indirect damages (including without limitation loss of profit, revenue, business opportunity, or business advantage), whether based upon a claim or action of tort, contract, warranty, negligence, strict liability, contribution, or any other legal theory or cause of action. COUNTY's and PARTNER's liability shall be governed by and limited in accordance with Minnesota Statutes, Chapter 466.

8. DATA PRACTICES

Both parties shall abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy and confidentiality.

9. SUBCONTRACTING AND ASSIGNMENTS

Neither party shall assign, subcontract, transfer, or pledge this Agreement, in whole or in part, without the prior written consent of the other party.

10. MERGER AND MODIFICATION

- A. It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the parties.

11. DEFAULT AND CANCELLATION

- A. If either party fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of this Agreement, it shall be in default. Unless the default is excused by the non-defaulting party, the non-defaulting party may upon written notice immediately cancel this Agreement in its entirety. Additionally, failure of PARTNER to comply with the terms of this Agreement shall be just cause for COUNTY to immediately cease providing services under this Agreement until PARTNER resumes compliance.
- B. The above remedies shall be in addition to any other right or remedy available to the parties under this Agreement, law, statute, rule, and/or equity.
- C. Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of this Agreement.
- D. This Agreement may be cancelled with or without cause by either party upon thirty (30) days written notice.

12. CONTRACT ADMINISTRATION

In order to coordinate the services of PARTNER with the activities of the DEPARTMENT, so as to accomplish the purposes of this Agreement, Logan Futterer, Corrections Program Manager, Hennepin County Department of Community Corrections & Rehabilitation, Client and Community Restoration Division, 3000 North Second Street, Minneapolis, Minnesota 55411, Logan.Futterer@hennepin.us or his successor (Contract Administrator), shall manage this Agreement on behalf of COUNTY and serve as liaison between COUNTY and PARTNER.

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The laws of the state of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties and their performance. The appropriate venue and jurisdiction for any litigation will be those courts located within the county of Hennepin, state of Minnesota. Litigation, however, in the federal courts involving the parties will be in the appropriate federal court within the state of

Minnesota. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions will not be affected.

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COUNTY ADMINISTRATOR APPROVAL

Reviewed for COUNTY by
the County Attorney's Office:

COUNTY OF HENNEPIN
STATE OF MINNESOTA

By:

Reviewed for COUNTY by:

Document Assembled by:

{ {Exh_es_:signer1:attachment:label("Attachments")} }

PARTNER

PARTNER warrants that the person who executed this Agreement is authorized to do so on behalf of PARTNER as required by applicable articles, bylaws, resolutions or ordinances.*

By:

*PARTNER represents and warrants that it has submitted to COUNTY all applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. Documentation is not required for a sole proprietorship.

ATTACHEMNT A
Hennepin County
Community Productive Day Services
City of Shorewood
May 1, 2025 – December 31, 2025

SERVICES TO BE PROVIDED: Forestry services, including tree-cutting, brush removal, and ground support for PARTNER work crews, if needed.

SERVICE FREQUENCY: One (1) Community Productive Day forestry work crew for up to twenty (20) days.

COST PER DAY: Five Hundred Seventy-Three Dollars and Ninety-Eight Cents (\$573.98)

TOTAL COST: Not to exceed \$11,480.00.
\$573.98/day x 20 days

INVOICING: (Quarterly)

PARTNER CONTACT INFORMATION:

Matthew Morreim
Public Works - Director
City of Shorewood
5755 Country Club Road Shorewood, MN 55331
952.960.7913
mmorreim@shorewood.gov



City Council Meeting Item

Title/Subject: **Development Agreement, Stormwater Management Agreement & Extension of Plat Approvals for Asakenas Addition**

Item
2F

Meeting Date: April 14, 2025

Prepared by: Jake Griffiths, Planning Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: Resolution Approving Extension
Development Agreement
Stormwater Management Agreement

Background

Audrius Asakenas has requested an extension of plat approvals for Asakenas Addition located at 6180 Cardinal Dr. The applicants have informed staff that recording of plat approvals has been delayed as they wait for approval from the Minnehaha Creek Watershed District. The original resolution was approved on October 15, 2024 and would have expired on April 13, 2025. The applicant applied for an extension on April 1, 2025. The extension, if approved, would grant an additional 180 days to the applicant. All required public testimony was previously taken during the preliminary and final plat review. No notices are sent for this type of request and no public hearing is required.

As with any development, the applicant and the City are required by City Code to enter into a Development Agreement and Stormwater Management Agreement to ensure that the public and private improvements associated with the project are adequately completed. The Development Agreement and Stormwater Management Agreement for Asakenas Addition are attached.

Financial or Budget Considerations

The application fee covers the cost of the extension. The fees and financial surety required by the agreements is sufficient to cover the cost of administration and enforcement, including completion of the public and private improvements associated with the development by the City if the applicant is unable to complete the project.

Recommendation/Action Requested

Motion to approve the resolution approving an extension, the Development Agreement and Stormwater Management Agreement for Asakenas Addition.

A majority vote is required.

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

RESOLUTION 25-034

**A RESOLUTION APPROVING AN EXTENSION TO THE PRELIMINARY AND FINAL PLAT FOR
ASAKENAS ADDITION LOCATED AT 6180 CARDINAL DR**

WHEREAS, the City of Shorewood approved a request on October 15, 2024, from Audrius Asakenas (the “Applicant”) for preliminary plat and final plat for the property located at 6180 Cardinal Dr and legally described as:

All that part of Lots 88 and 89 Auditor’s Subdivision No. 135 described as follows:
Commencing at the southwest corner of said Lot 89; thence northerly along the most westerly line of said Lot 89, a distance of 165 feet, thence easterly along a line dividing Lots 87 and 89 is said Auditor’s Subdivision No. 135 a distance of 66.0 feet to the actual point of beginning of the land to be described; thence easterly along the extension of the last described line, a distance of 5.0 feet; thence southwesterly to a point on the south line of said Lot 89, distant 56.0 feet east of the southwest corner thereof, thence easterly along the south line of said Lot 89, to the southeast corner thereof; thence northerly along the easterly line of said Lot 89, a distance of 20.0 feet, thence westerly along a line parallel with the south line of said Lot 89, a distance of 100.0 feet; thence northerly along a line parallel with the easterly line of said Lot 89 and the extension thereof to its intersection with the northwesterly line of said Lot 88, thence northwesterly and westerly along the northeasterly and northerly lines of said Lot 88 to the northwesterly corner thereof, thence southerly along the westerly line of said Lot 88 and 89 to the actual point of beginning (the “Subject Property”); and,

WHEREAS, Resolution 24-083 included a condition that the approvals would expire in 180 days unless the final plat and other required materials are recorded or an extension has been approved; and,

WHEREAS, the 180 day period expires on April 13, 2025, unless an extension is requested and approved subject to City Code 1202.03 Subd. 3. c; and,

WHEREAS, the Applicant has outstanding conditions of approval that they have yet to satisfy.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood that the deadline to record the final plat and other required materials is hereby extended subject to the following conditions:

1. The preliminary and final plat approved by the City of Shorewood Resolution 24-083 on October 15, 2024 be recorded with the county recorder or register of titles by October 10, 2025.
2. All conditions listed in Resolution 24-083 shall be adhered to.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of April, 2025.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk

DEVELOPMENT AGREEMENT FOR ASAKENAS ADDITION

AGREEMENT (the "Agreement") dated _____, 2025, by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation, (the "City") and Chestnut Commerce Center LLC., a Minnesota Limited Liability Company (the "Developer").

1. REQUEST FOR PLAT APPROVAL. The Developer has asked the City to approve a plat for **ASAKENAS ADDITION** subdivision (referred to in this Agreement as the "plat"). The land is situated in the County of Hennepin, State of Minnesota, legally described as:

All that part of Lots 88 and 89 Auditor's Subdivision No. 135 described as follows:

Commencing at the Southwest corner of said Lot 89; thence Northerly along the most Westerly line of said Lot 89, a distance of 165 feet, thence Easterly along a line dividing Lots 87 and 89 in said Auditor's Subdivision No. 135 a distance of 66.0 feet to the actual point of beginning of the land to be described; thence Easterly along the extension of the last described line, a distance of 5.0 feet; thence Southwesterly to a point on the South line of said Lot 89, distant 56.0 feet East of the Southwest corner thereof, thence Easterly along the South line of said Lot 89, to the Southeast corner thereof; thence Northerly along the Easterly line of said Lot 89, a distance of 20.0 feet, thence Westerly along a line parallel with the South line of said Lot 89, a distance of 100.0 feet; thence Northerly along a line parallel with the Easterly line of said Lot 89 and the extension thereof to its intersection with the Northeasterly line of said Lot 88, thence Northwesterly and Westerly along the Northeasterly and Northernly lines of said Lot 88 to the Northwesterly corner thereof, thence Southerly along the Westerly line of said Lot 88 and 89 to the actual point of beginning.

2. CONDITIONS OF PLAT APPROVAL. The City Council of Shorewood considered and granted Preliminary Plat, Final Plat and Variance approval on October 15, 2024, as set forth in resolution 24-083, and incorporated herein by reference. The Developer shall comply with the conditions of approval as adopted by the City Council and set forth resolution 24-083, and the letter dated August 14, 2024, which are incorporated as if fully set forth herein.

3. RIGHT TO PROCEED. This Agreement is intended to regulate the development of the plat and the construction therein of certain public and private Improvements. Within the plat or land to be platted, the Developer may not grade or otherwise disturb the earth or remove trees, construct sewer lines, water lines, streets, utilities, public or private Improvements, or any buildings until all the following conditions have been satisfied:

A. This Agreement has been fully executed by all parties, filed with the Shorewood City Clerk and recorded with Hennepin County;

B. the Developer has executed and recorded with Hennepin County all drainage and utility easements required for the plat by the Shorewood City Engineer in the City's standard form or the easements have been dedicated to the City on the plat;

C. the Developer has executed and recorded the applicable and required Private Driveway Easement Agreement with Hennepin County;

D. the Developer has executed and recorded the applicable and required Stormwater Maintenance and any related Agreements with Hennepin County;

E. the Developer has executed and recorded any other easement required by the Shorewood City Code;

F. the necessary security has been received by the City from or on behalf of the Developer;

G. the necessary insurance for the Developer and its construction contractors has been received by the City;

H. the plat has been filed with the Hennepin County Recorder or Registrar of Titles' office;

I. final construction plans and specifications have been submitted by the Developer and approved by the Shorewood City Engineer;

J. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the financial guarantees and Administration Escrow required by this Agreement;

K. the Developer has paid any outstanding assessments and taxes for the property or any property being deeded to the City;

L. the Developer has fulfilled any park dedication and other fee requirements as specified under this Agreement;

M. the Developer has received all necessary permits from all other agency having jurisdiction over the plat;

N. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the Shorewood City Engineer and City staff; and

O. the City has issued a written notice that all the above conditions have been satisfied and the Developer may proceed.

4. CHANGES IN OFFICIAL CONTROLS. For two (2) years from the date of this Agreement, no amendments to the Shorewood Comprehensive Plan, or their official controls shall apply to or affect the use, development density, lot size, lot layout or dedications of the approved plat unless required by state or federal law or agreed to in writing by the City and the Developer. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to their Comprehensive Plans, official controls, platting or dedication requirements enacted after the date of this Agreement.

5. DEVELOPMENT PLANS. The plat shall be developed in accordance with the plans, materials, and specifications, received January 29, 2025, prepared by Demarc Land Surveying & Engineering and all revisions thereto, received and approved by the Shorewood City Engineer, the Shorewood City Planner, incorporated herein as listed below. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans include the following ("The Plans"):

- C1 Title Sheet
- C2 Details & Notes

- C3 Details
- C4 Existing Conditions & Removals Plan
- C5 Grading & Drainage Plan
- C6 Utility Plan
- C7 Stormwater Pollution Prevention Plan
- C8 Stormwater Pollution Prevention Plan Notes
- Tree inventory and landscape plan

6. IMPROVEMENTS. The Developer shall install and pay for the following:

- A. Sanitary Sewer System
- B. Water System
- C. Storm Sewer System
- D. Concrete Curb and Gutter
- E. Site Grading, Stormwater Treatment/Infiltration Basins, and Erosion Control, including building pads
- F. Underground Utilities
- G. Setting of Iron Monuments and Buffer Monuments
- H. Surveying and Staking
- I. Tree Preservation and Landscaping

All Improvements shall be installed in accordance with the approved Plans, the City approvals, including all conditions of approval in the approving resolutions for the development, the Shorewood City Code, the City's Engineering Design and Construction Standards Manual, all applicable City Engineering memoranda, City standard specifications for utility and street construction; and any other applicable ordinances including codes concerning erosion and drainage prohibiting grading, and construction activity.

All construction activities shall be confined to the following hours: Monday – Friday, 7:00 a.m. until 7:00 p.m.; and Saturday, 10:00 a.m. until 5:00 p.m. Construction activities are not allowed on Sundays.

The Developer shall instruct its engineer to provide adequate field inspection personnel (subject to review and approval by the Shorewood City Engineer) to assure an acceptable level of quality control to the extent that the Developer's engineer will be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at their discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full- or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and agreement administration between the Developer and the Developer's contractor. The Developer or its engineer shall schedule a pre-construction meeting at a mutually agreeable time at Shorewood with all parties concerned, including the City staff, to review the program for the construction work.

Within 60 days after the completion of all of the Improvements, and before final security is released, Developer shall provide the City with record drawings detailing the final "As Built" plans. The record drawings shall be delivered via USB thumb drive or similar device or medium, acceptable to the City, containing the following information in current AutoCAD compatible format (.dwg or .dxf files):

- Public Street
- Utilities

- Grading

Layer names should be self-explanatory, or a list must be included as key.

If the Developer does not provide such information, the City will digitize the data. All costs associated with digitizing the data will be the responsibility of the Developer.

7. CONTRACTORS/SUBCONTRACTORS. The Shorewood City Council members, employees, and Planning Commission members, and corporations, partnerships, and other entities in which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public Improvements identified in Paragraph 6 above.

8. PERMITS. The Developer shall obtain or require its contractors and subcontractors to obtain all necessary permits, which may include, but is not necessarily limited to:

- A. Hennepin County for County Road Access and Work in County Rights-of-Way
- B. Minnehaha Creek Watershed Management District
- C. Minnesota Department of Health for Watermains
- D. MPCA NPDES Permit for Construction Activity
- E. MPCA for Sanitary Sewer and Hazardous Material Removal/ Disposal (as may apply)
- F. DNR for Dewatering (as may apply)
- G. City of Shorewood for Building Permits
- H. MCES for Sanitary Sewer Connections

9. DEWATERING. (As may apply) Due to the variable nature of groundwater levels and stormwater flows, it will be the Developer's and the Developer's contractors and subcontractors responsibility to satisfy themselves with regard to the elevation of groundwater in the area and the level of effort needed to perform dewatering and storm flow routing operations. All dewatering shall be in accordance with all applicable county, state, and federal rules and regulations. DNR regulations regarding appropriations permits shall also be strictly followed.

10. TIME OF PERFORMANCE. The Developer shall install all required public Improvements by November 1, 2025. Alterations to Cardinal Drive shall be placed during the initial season of work, unless otherwise directed by Hennepin County or the Shorewood City Engineer. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the Shorewood City Engineer.

11. LICENSE/INSPECTIONS. The Developer hereby grants the City, their agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with the development during the construction and installation of the Improvements until final certification of acceptance is approved by the City for all of Improvements and expiration of any applicable warranty period.

The City, its engineers, building officials, planning directors, community planners or their designated agents shall periodically inspect the Improvements installed by the Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for

the sole benefit of the City. The Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. The Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or their designated agents to allow the City an opportunity to inspect the improvement work requiring inspection by Shorewood City Engineer. The Developer shall notify the Shorewood City Engineer at least two (2) full working days prior to the commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should the Developer fail to timely notify the City or to allow the City to inspect the work, the City may at their option, require the Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

Upon completion of all the work required, the Shorewood City Engineer or their designated representative, a representative of the contractor, and a representative of the Developer's engineer will make a final inspection of the work. Before final payment is made to the contractor by the Developer, the Shorewood City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the approved plans and specifications and the Developer's engineer shall submit a written statement attesting to same.

12. EROSION AND WEED CONTROL. Prior to initiating site grading, the erosion control plan shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MCWD/MPCA Stormwater Permit for Construction Activity or within 7 days, whichever is sooner. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the City/MCWD/MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security or administrative escrow, identified in Sections 21 and 28, to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

Developer shall be responsible for the control of weeds in the Development and on all lots as long as it is the owner thereof. The Developer shall cut or spray weeds at the request of the City. In the event that weed control is not done as requested by the City, the City may do so and the Developer shall be responsible for all costs of the same and shall reimburse the City within 10 days of demand of payment. In the event the Developer does not pay the City for all costs within 10 days of demand by the City, the City may, in the discretion of the City, draw upon the Security to reimburse amounts expended hereunder and all costs and expenses relating to the same and the execution on the Security, including attorney's fees, assess the Property pursuant to Minn. Stat. §429.101 and/or seek any other remedy available. Developer shall notify all builders that they are responsible for erosion, drainage and weed control on purchased lots throughout the period of residential construction thereon, and continuing thereafter until such responsibilities are assumed by a homeowner for the purchased lots or homeowner's association.

The City of Shorewood is a Bee Friendly community and all products directed by the City shall be consistent with the best practices for residential properties on the city's website and those products that do not use the word "Danger" when indicating toxicity. Products with "Warning" should be used sparingly and not broadcast.

13. GRADING. The plat shall be graded in accordance with the approved grading development and erosion control plan. The plan shall conform to City's specifications. Within sixty (60) days after completion of the grading and before the City approve individual building permits (except the model home/structure permits on lots acceptable to the Shorewood City Engineer/Building Official), the Developer shall provide the City with an "as built" grading plan certified by a registered land surveyor or engineer that all stormwater treatment/infiltration basins and swales, have been constructed on privately owned property. The "as built" plan shall include field verified elevations of the following: a) cross sections of stormwater treatment/infiltration basins; b) location and elevations along all swales, wetlands, wetland mitigation areas if any, locations and dimensions of borrow areas/stockpiles, requisite berms; and c) lot corner elevations and house pads. The City will withhold issuance of building permits until the approved certified grading plan is on file with the City and all erosion control measures are in place as determined by the Shorewood City Engineer. The Developer certifies to the City that all lots with house footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. The soils observation and testing report, including referenced development phases and lot descriptions, shall be submitted to the Shorewood Building Official for review prior to the issuance of building permits.

14. SITE CLEAN UP. The Developer shall clean dirt and debris from streets that has resulted from construction work by the Developer, home builders, subcontractors, their agents or assigns as provided herein.

- A. Debris. During the period of unit construction, Developer shall direct the builder to provide on the building site a covered refuse dumpster or other suitable enclosed containment unit to be used for the disposal of refuse, debris, waste or other material during the construction period. Prior to any construction in the plat, the Developer shall identify in writing a responsible party and schedule for erosion control, street cleaning, and street sweeping.
- B. Stormwater Features. Any water surface containment, such as but not limited to holding ponds, constructed by Developer as part of this Project shall be dredged, maintained, and cleaned prior to their being deemed complete by the City. Being deemed complete by the City of any such ponds shall be for hydrology purposes only and not for aesthetic purposes. Final release of Developer's security shall not be made until deemed complete by the City.
- C. Televising. Upon completion of the project, Developer shall, at Developer's sole cost and expense, for inspection purposes, televise the sewer system and provide the City with a copy. Any obstructions found shall be removed and repairs made if necessary.
- D. Construction Site Policy. Developer agrees that Developer and Developer's contractors and subcontractors shall adhere to and be subject to all of the Developer's construction management plan as approved by the Shorewood Building Official.

15. MONUMENTATION OF LOT AND BLOCK CORNERS. In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released and prior to issuance of building permits. The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading has been completed by the Developer in order to preserve the lot markers for future property owners. More monuments may be required by the Shorewood City Engineer to serve the area. The Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Shorewood Zoning Regulations so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost by activities of the Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by the Developer at Developer's cost. No security shall be released for this item until this Section is satisfied.

16. OWNERSHIP OF IMPROVEMENTS. Upon the completion of the Public Improvements required to be constructed or installed by this Agreement, such Improvements (other than privately owned Improvements including the privately owned street) lying with the public easements or Right-of Way as shown on the subdivision plat and those located on City property shall become City property without further notice or action as provided below. Provided, however, that the construction shall not be considered complete until the Shorewood City Engineer have made final inspection of all construction and recommended acceptance by the City and the City has made such acceptance by Council resolution, and the Developer has granted any easements required by Section 3 of this Agreement. Until such acceptance, Developer shall be responsible for the maintenance of the Improvements. The Developer shall provide to the City, at no charge, record drawings as required by Section 6 of this Agreement. Final security shall not be released prior to receipt of the record drawings by the City. All Improvements that are public and to be accepted by the City shall be within easements dedicated on the Final Plat. If not dedicated, the City shall be provided an easement, drafted by or approved by the City.

A. The City of Shorewood shall own the sanitary sewer main.

B. All other improvements shall be privately owned and maintained.

17. CITY ENGINEERING ADMINISTRATION AND CONSTRUCTION OBSERVATION. The Developer shall be billed for Shorewood engineering administration. City of Shorewood engineering administration will include monitoring of construction observation, consultation with Developer and its engineer on status or problems regarding the project, coordination for final inspection and acceptance, project monitoring during the warranty period, and processing of requests for reduction in security. Fees for this service shall be billed monthly. The Developer shall pay for construction observation performed by Shorewood's consulting engineering staff under the direction of the Shorewood consulting city engineer. Construction observation shall include part- or full-time inspection of proposed public utilities and street construction and will be billed on hourly rates.

18. SANITARY SEWER AREA CHARGE. Property is subject to a sewer area charge of **\$2,400**. The area charge is based on the number of homes proposed (3) less one unit credit for the existing home that is already connected to municipal sewer. The charge is calculated as follows:

$$2 \text{ homes} \times \$1,200 = \text{\$2,400 (credit for the existing home)}$$

The Developer waives any and all procedural and substantive objections to any special assessments for this charge, including but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the property. The Developer waives any appeal rights otherwise available pursuant to M.S.A. §429.081.

19. RESERVED.

20. PARK DEDICATION. The Developer shall pay a cash contribution of **\$15,000** in satisfaction of Shorewood's park dedication requirements. The charge was calculated as follows:

$$\text{Three new homes less credit for the one existing home times } \$7,500 = \$15,000$$

21. Escrow. Prior to release of the plat for recording, the Developer shall pay to Shorewood an Escrow deposit in the amount of \$6,000 (the "Escrow"). The Shorewood Escrow will be deposited on account and remain there until completion of all work and the warranty period related to the subdivision as outlined in Section 2. Shorewood reserves the right to apply any portion of the Shorewood Escrow toward a delinquent payment, emergency repair, or to apply final billing for planning, engineering or legal services paid for by Shorewood. Shorewood shall return to the Developer all excess funds on deposit within 60 days after the completion of the warranty period for the items in Section 6.

22. SUMMARY OF CASH REQUIREMENTS. The following is a summary of the cash requirements under this Agreement which must be furnished to the City prior to the City Council signing the final plat:

A. Park Dedication	\$15,000.00
B. Local Sanitary Sewer Availability Charge	\$2,400.00
C. Administrative Escrow	\$6,000.00
TOTAL CASH REQUIREMENTS	\$23,400.00

23. CONSTRUCTION ACCESS. Construction traffic access and egress for is restricted to access the subdivision using Cardinal Drive and the private drive for Lots 2 and 3. No construction traffic or activity is permitted on other adjacent driveways or streets.

24. LANDSCAPING. The Development shall be subject to landscaping requirements as set forth in the Landscaping Plan, the Shorewood Tree Preservation Policy, Shorewood City Code Chapters 1103, 1201, and 1202. Except that area needed for construction of the units and weather permitting, the trees, sod, and seed around the periphery of the site shall be planted with landscaping by **October 31, 2025**. The landscaping near and around each pad shall be completed when the adjacent home receives a certificate of occupancy, or by June 15th following occupancy if occupancy occurs October 1st through April 30th.

All trees shall be warranted to be alive, of good quality, and disease free for two (2) years after planting. Any replacements shall be warranted for twelve (12) months from the time of City acceptance, following inspection. The Developer is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Seventy-five percent (75%) of the security will be released when all the landscaping has been installed and inspected by City staff

and the remaining twenty-five percent (25%) will be released after the landscaping inspection and any warranty work has been completed. The surety for landscaping is included in Section 28 of this Agreement.

No plantings or structures shall encroach upon a three-foot radius around any hydrant during construction or after. During construction, hydrants may not be blocked by the Developer, employees, contractors, subcontractors and the like whether the hydrant is on the development property or any adjacent hydrant.

Underground irrigations shall be constructed in accordance with the Landscape Plan.

25. SPECIAL PROVISIONS. The following special provisions shall apply to the Asakenas Addition development:

- A. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.
- B. The permitted accessory uses within the development shall be as allowed in the Shorewood R-1C zoning district.
- C. Maintenance of stormwater features for treatment, volume control and rate control within the development shall be the responsibility of the property owner, subject to the terms of the Stormwater Maintenance and Encroachment Agreement entered into and approved by the Developer and the City.
- D. The total impervious surface on Lots 2 and 3 shall not exceed 33%. As Lot 1 is within a shoreland overlay district it will be limited to 25% impervious surface coverage.
- E. Retaining walls over four feet in height require a building permit and shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Shorewood Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. Retaining walls four feet in height or larger shall be shown on the grading plan or shall require a separate zoning permit from Shorewood. All retaining walls identified on the development plans and by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for the homes abutting the retaining wall is required to be built.
- F. The development standards shall consist of the following:
 - 1) Minimum setbacks from the property lines shall be as follows:
 - b. Front Yard Setback – 35 feet
 - c. Side Yard Setback – 10 feet
 - d. Rear Yard Setback – 40 feet
 - Height: No dwelling shall exceed 35 feet.
 - All other applicable Shorewood City Code requirements.
- G. The required lot areas and widths for each residential property shall be as shown and approved on the final plat.
- H. Maintenance of private drives shall be the responsibility of the property owner, subject to the terms of the Private Driveway easement entered into and approved by the Developer and the City
- I. The applicant shall restore all disturbed portions of the property with slopes no steeper than 3:1.

- J. The applicant shall establish ground cover within seven days after grading is completed.
- K. The applicant shall be responsible for repairing or replacing any damage to public or private property or improvements to the satisfaction of the City Engineer.
- L. The Developer shall sweep the adjacent streets daily during hauling and earthmoving and once per week or as needed or directed during construction.

26. RESERVED.

27. Surety for Improvements. For the purpose of assuring and guaranteeing to the City that the Improvements shall be constructed, installed and furnished by the Developer as listed in Section 6, according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in Section 6 and that the Developer pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer agrees to furnish to the City of Shorewood either a cash deposit or an irrevocable letter of credit approved by the City (the "Surety") in an amount equal to 150% of the total cost of said Improvements estimated by the Developer's engineer and approved by the Shorewood City Engineer. An irrevocable letter of credit shall be in a form acceptable to the City and from an institution doing business within the State of Minnesota. Any irrevocable letter of credit shall allow the Shorewood to draw upon the instrument, on behalf of Shorewood, in whole or part, including through multiple draws if necessary, in order to complete construction of any or all of the Improvements. The Developer shall ensure the irrevocable letter of credit will remain continuously in effect. Any lapse of the irrevocable letter of credit shall result in the City suspending any City approvals previously issued, refusing to grant future approvals for the plat until the irrevocable letter of credit is reinstated.

Upon receipt of proof satisfactory to the Shorewood City Engineer or designee that the work has been completed and financial obligations to the City have been satisfied, the Surety may be reduced from time to time at the City's discretion, by up to 75% of the original amount. Twenty-five percent (25%) of the original amounts certified by the Developer's engineer shall be retained until: (1) all Improvements have been completed; (2) all financial obligations to the City are satisfied; (3) the required "record" plans have been received by the City; and (4) warranty period for the following Improvements have expired and any necessary repairs have been completed:

- A. The required warranty period for materials and workmanship for utilities including public sanitary sewer, storm sewer, and watermain shall be two years from the date of final written City acceptance of the work.
- B. The required warranty period for all work relating to street construction, including concrete curb and gutter, sidewalks and trails, materials and equipment shall be two years from the date of final written City acceptance.
- C. The required warranty period for new trees and landscaping is two growing seasons following installation.
- D. The required warranty period for tree preservation shall be three growing seasons following mass grading.

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of

this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public Improvements, and construction of all public Improvements, the Developer shall provide a security. This security shall be submitted prior to any grading, tree removal or other construction activity; issuance of any permit for the development, or the release for recording of the Final Plat. The security shall be in the form of either an irrevocable Letter of Credit ("Letter of Credit") whose form shall be subject to approval of the City Attorney or a Cash Deposit ("Cash Deposit") (the Letter of Credit and Cash Deposit collectively the "Security"). The amount of the Security shall be 150% of the Developer's actual accepted bids for the Improvements ("security") which shall be in the amount of **\$207,748.50**. The amount of the Security was calculated as shown below.

Street Restoration	\$27,551.50
Erosion Control and Landscaping	\$78,280.00
Sanitary Sewer	<u>\$32,667.50</u>
Total	\$138,499.00
150% Total	\$207,748.50

The attached breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City. The City may draw down the security, without notice, for any violation of the terms of this Agreement. If the required public Improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default.

Upon receipt of proof satisfactory to the City that work has been completed and financial obligations to the City have been satisfied, with City approval the security may be reduced from time to time by up to seventy five percent (75%) of the original amount of the financial guarantee. Twenty five percent (25%) of the amounts certified by the Developer's engineer shall be retained as security until all improvements have been completed, all financial obligations to the City satisfied, the required "as built" plans have been received by the City, the public Improvements have been accepted by the City Council and warranty period has expired.

29. WARRANTY. The Developer warrants all Improvements required to be constructed by it pursuant to this Contract against poor material and faulty workmanship. The warranty period for streets and public utilities is two years and shall commence upon completion and acceptance from the date of final written City acceptance of the work. The required warranty period for tree preservation shall be three growing seasons following the completion of mass grading. The financial guarantee may be reduced by 75% of the original amount until the warranty period has elapsed.

30. ISSUANCE OF BUILDING AND OCCUPANCY PERMITS

The Developer agrees and understands that no building permit for any dwelling to be constructed within the Development will be issued by the City, until the requirements of the Agreement are completed and after the following minimum improvements have been completed to the satisfaction of the Shorewood City Engineer:

- A. Grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, and fire hydrants;

- B. Submission to the City of an as-built grading plan has been completed and certified in writing in compliance with Section 13;
- C. Submission of a survey consistent with the Plans for the lot for which the building permit is being requested; and
- D. First lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.

Issuance of a building permit shall require compliance with all other building permit requirements and policies of the City, including completion of the building permit application process, payment of sewer and water hook-up and access charges, water meter, and any other charges.

The Developer will cause no private construction to be made on the property nor will building permits be issued for such construction until all Improvements required herein have been made and accepted by the City. Notwithstanding the forgoing, if building permits are required and issued prior to the completion and acceptance of public Improvements, the Developer assumes all liability and costs resulting from delays in completion of public Improvements and damage to public Improvements caused by the Developer, its contractors, subcontractors, material suppliers, employees, agents, residential contractors, or third parties.

Prior to issuance of a certificate of occupancy for any dwelling, a certified as-built survey must be submitted and approved confirming compliance with the approved grading plan, elevations, impervious surface coverage, and setbacks.

31. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Agreement, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and their officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and the development of the plat and/or the subdivision, including without limitation, the administration of rights and responsibilities under this Agreement. The Developer shall indemnify the City and their officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees incurred or paid at any time by the City in relation to the development of this Project, including but not limited to enforcement of this Agreement, a condemnation action, or any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which a City shall become a party in reference to the Developer's interest in the Property or the Project. The costs set forth in this paragraph may be paid from the Security required by Section 28 or the Administrative Escrow required by Section 21.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Agreement. This is a

personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, a City may halt plat development and construction until the bills are paid in full. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), and other building or building-related permit fees.

32. FAITHFUL PERFORMANCE. The Developer shall fully and faithfully comply with all terms of all contracts entered into by the Developer for the installation and construction of all of Improvements and hereby guarantees the workmanship and materials for a period of two years following the City's final acceptance of all of Improvements. Prior to the commencement of construction, the Developer will furnish and at all times maintain with the City adequate security as required by Section 28 of this Agreement to assure faithful performance of construction and installation of the Improvements.

33. DEVELOPER'S DEFAULT.

- A. Events of Default. The following shall be "**Events of Default**" under this Agreement:
 - 1) Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.
 - 2) If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
 - 3) If the Developer shall file a petition under the federal bankruptcy laws.
 - 4) If the Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
 - 5) If the Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays hereof and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
 - 6) The Developer giving notice of intent not to renew the Security.
- B. Notice/Remedies of Default. With the exception of defaults occurring under Section 33A, regarding the maintenance of renewal of the Developer's Security, whenever any Event of Default occurs, either City (or both) shall give written notice of the Event of Default to Developer by United States mail at Developer's notice address in Section 35 or as subsequently amended in writing. If the Developer fails to cure the Event of Default within

ten (10) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, the City may avail itself of any or all of the following remedies for so long as the Developer is in default:

- 1) Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
- 2) Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- 3) Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- 4) If the Event of Default is the failure of Developer to complete, construct, install, or correct the Improvements in accordance with this Agreement, the City may perform the work and the Developer shall reimburse the City for its expenses. This provision shall be a license granted by the Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement or any other remedy available. The City may also, at its option, specially assess the costs against the Property.
- 5) Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.
- 6) Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

34. MISCELLANEOUS.

- A. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - 1) The Developer is a duly organized corporation under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement.
 - 2) The Developer is the owner in fee simple of the property and has marketable title to the real estate described in the plat of Asakenas Addition.
 - 3) The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developer is a party or by which it, or its property, is bound.
 - 4) There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform its obligations under this Agreement.
 - 5) The Developer will comply with and promptly perform all of the Developer's obligations under this Agreement and all related documents and instruments.
- B. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: subdivision and zoning regulations, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or

- development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- C. Third parties shall have no recourse against the City under this Agreement.
 - D. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
 - E. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
 - F. If building permits are issued prior to the acceptance of public Improvements, the Developer assumes all liability and costs resulting in delays in completion of public Improvements and damage to public Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.
 - G. The action or inaction of a City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing, signed by the parties and approved by written resolution of the Shorewood City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.
 - H. Recording. This Agreement shall run with the land and be recorded against the title to the Property. The Developer covenants with the City, their successors and assigns, that the Developer has fee title to the Property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
 - I. Insurance. Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public Improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Agreement including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)
\$2,000,000 Each Occurrence
\$2,000,000 Products/Completed Operations Aggregate
\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

The Developer's and general contractor's insurance must be "Primary and Non-Contributory".

All insurance policies (or riders) required by this Agreement shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, their employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City and (iii) shall identify the name of the plat. A copy of the endorsement must be submitted with the certificate of insurance.

Developer's and general contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Developer's or general contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

- J. Indemnification. To the fullest extent permitted by law, and in addition to the responsibility outlined in Section 31 (B), Developer agrees to defend, indemnify and hold harmless the City, and their employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Agreement.

Additionally, the Developer shall hold the City and their officials, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from the City's approval of the plat, and the subdivision and development of the Property. The Developer shall indemnify the City and their officials, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.

- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising,

available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.

- L. The Developer may not assign this Agreement without the written permission of the Shorewood City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- M. Until all Improvements of the Developer have been fully completed, the Developer shall not voluntarily sell, assign or transfer Developer's interest in the project or any part thereof without the written consent of the City, which shall not be unreasonably withheld, with the exception of items (i), (ii), and (iii) below:
 - 1) a transfer by the Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Developer;
 - 2) grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to the construction of the Project; or
 - 3) conveyance of any easements necessary for the Project.

Nothing herein shall prevent or apply to the sale, in the ordinary course of business, of lots to individual owners or contractors of individual residences, but such sale shall in no way affect or diminish the obligations of the Developer under this Agreement.

35. NOTICES. Required notices to the Developer shall be in writing, and shall be hand delivered, mailed or emailed to the Developer, its employees or agents at the following address or emailed to:

Audrius Asakenas
Chestnut Commerce Center, LLC.
6180 Cardinal Ave
Shorewood, MN 55331
audrius_asakenas@yahoo.com

Notices to Shorewood shall be in writing and shall be either hand delivered, mailed, or emailed to:

Planning Director
City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331
planning@ci.shorewood.mn.us

Any changes to the contact information above shall be submitted to the other party in writing.

CITY OF SHOREWOOD

BY:

Jennifer Labadie, Mayor

(SEAL)

AND

Sandie Thone, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by Jennifer Labadie and by Sandie Thone, the Mayor and City Clerk of the City of Shorewood, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER: Chestnut Commerce Center LLC.

BY: _____
Its

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of
_____, 2025, by _____ of _____,
a _____, on behalf of said entity.

NOTARY PUBLIC

DRAFTED BY:
Planning Department
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331
Telephone: 952-960-7900

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331

Dear Sir or Madam:

We hereby issue, for the account of _____ (Name of Developer) and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2_____,
of _____ (Name of Bank) _____";

b) Be signed by the City Administrator of the City of Shorewood.

c) Be presented for payment at _____ (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Shorewood City Administrator that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Shorewood Planning Director, Shorewood City Hall, 5755 Country Club Road, Shorewood, MN 55331, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____

STORMWATER MANAGEMENT AGREEMENT

This AGREEMENT made this ___ day of _____, 2025, by and between the City of Shorewood, a Minnesota municipal corporation (the “City”) and Chestnut Commerce Center, LLC, a Limited Liability Company, (the “Owner”).

RECITALS

The Owner is the fee owner of certain real properties situated in the City of Shorewood, County of Hennepin, State of Minnesota legally described on the attached Exhibit “A” and developed as “Asakenas Addition” with Lot 1, Block 1 with site address of 6160 Cardinal Drive, Lot 2, Block 1 with site address 6184 Cardinal Drive, and Lot 3, Block 1 with site address 6182 Cardinal Drive (hereinafter referred to as the “Subject Properties”) which the Owner has obtained the approval of the City for the development thereof; and

The term “STORMWATER MANAGEMENT FACILITIES” may refer to private ownership or shared ownership water quality and/or water quantity facilities (i.e. detention basins, retention basins, swales, pipes, catch basins, manholes, oil/water separators, sand filtering devices, infiltration facilities, filtration facilities, sump structures, etc.) which are located OUTSIDE the public road right-of-way (ROW).

The City has required that the Owner make provision for the construction, maintenance and repair of the shared Stormwater Management Facilities located within the boundaries of the Subject Properties as shown on Exhibit “B” attached hereto, as the same is described and depicted in those certain construction plans, (“Plans”). The shared Storm Water Management Facilities are generally described as a storm water conveyance system that may consist of a stabilized open channel, storm sewer piping, catch basins, manholes, or similar infrastructure to allow for the conveyance of surface water from the higher elevations to lower elevations of which Subject Properties share mutually benefit for the safe, efficient, and aesthetic system.

The City has required that the Owner make provision for the construction, maintenance and repair of the private Stormwater Management Facilities located within the boundaries of the Subject Properties as shown on Exhibit “B” attached hereto, as the same is described and depicted in those certain construction plans, (“Plans”). The private Storm Water Management Facilities are generally described as detention basins, retention basins, raingardens, biofiltration basins, underground stormwater treatment or other features that are intended to provide for storm water rate control and infiltration. They are typically built at the time of home construction, sized based on the amount of impervious surface generated with each lot, and connect to the shared Storm Water Management Facilities described above. It is understood that the design, construction, and maintenance of the private Storm Water Management Facilities will be unique to each Subject Property.

The City and Owner desire to set forth their understanding with respect to the construction, repair and maintenance of the Stormwater Management Facilities and the responsibility relating to the costs of the repair and maintenance of the Stormwater Management Facilities.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

1. Construction and Maintenance of Stormwater Management Facilities. The Owner agrees to construct the shared and private Stormwater Management Facilities according to the Plans. All repairs and maintenance to the shared Stormwater Management Facilities shall be the shared responsibility of the three (3) Subject Properties. All repairs and maintenance to the private Storm Water Management Facilities shall be the responsibility of the individual Subject Property. Maintenance of the Stormwater Management Facilities shall mean (i) minimum annual inspections of the Stormwater Management Facilities and, if necessary, removal of all litter, debris, sediment, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant life therein; and (ii) minimum annual inspections that the Stormwater Management Facilities are functioning in accordance with the approved plans and have maintained the proper operation of the stormwater treatment as a Stormwater Management Facility according to the City Standards. If, as a result of an inspection by the Owner or City staff, it is determined that the Stormwater Management Facilities (1) have not been maintained; or (2) are not functioning as originally designed and intended; or (3) are in need of repair, the Owner agrees to restore the Stormwater Management Facilities so that it functions as it was designed and intended. The Owner further agrees that they will not use the Stormwater Management Facilities for snow storage and will inform its snow removal contractors of this provision of the Agreement.

Subject to Section 4 below, the Owner shall provide a copy of the required annual inspection report of the onsite Stormwater Management Facilities to the City. A blank standard inspection report meeting the minimum reporting requirements will be provided by the City. The required annual inspection report shall be submitted to the City by July 15th of each year. The Owner shall provide the City the right to enter onto the property to conduct its own inspections and/or verify the inspection results provided by the Owner.

2. Owner's Default. In the event of default by the Owner as to any of the work, repairs, or maintenance to be performed by it hereunder, following at least thirty (30) days prior written notice and Owner's failure to cure such default within such time-frame, except in an emergency as determined by the City, the City may, at its option, perform the work and the Owner shall promptly, following receipt of an invoice and reasonable substantiation of such costs, reimburse the City for any reasonable out-of-pocket expense incurred by the City. This Agreement is a license for the City to act when so authorized under this Agreement, and it shall not be necessary for the City to seek a Court order for permission to enter the Subject Properties. When the City does any such work, the City may, in addition to its other remedies, assess the reasonable out-of-pocket cost to the Subject Properties in whole or in part.

3. Changes to Site Configuration or Stormwater Management Facilities. If site configurations or Stormwater Management Facilities change, causing decreased effectiveness of Stormwater Management Facilities, new or improved Stormwater Management Facilities must be

implemented and approved by the City to ensure the conditions for post-construction stormwater management continue to be met.

4. Terms and Conditions. This Agreement shall run with the land and shall be binding upon Owner's successors and assigns with respect to the Subject Property. The terms and conditions of this Agreement shall be binding upon, and shall insure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the day and year first above written.

CITY OF SHOREWOOD

BY: _____
Mayor

(SEAL)

BY: _____
City Engineer

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Jennifer Labadie, the Mayor, and Andrew Budde, the City Engineer of the City of Shorewood, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

OWNER:

BY: _____

Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this ____ day of _____,
2025, by _____ the _____ of
_____.

NOTARY PUBLIC

_____, which holds a mortgage on the Subject Property, hereby consents to the filing of that certain agreement attached hereto.

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

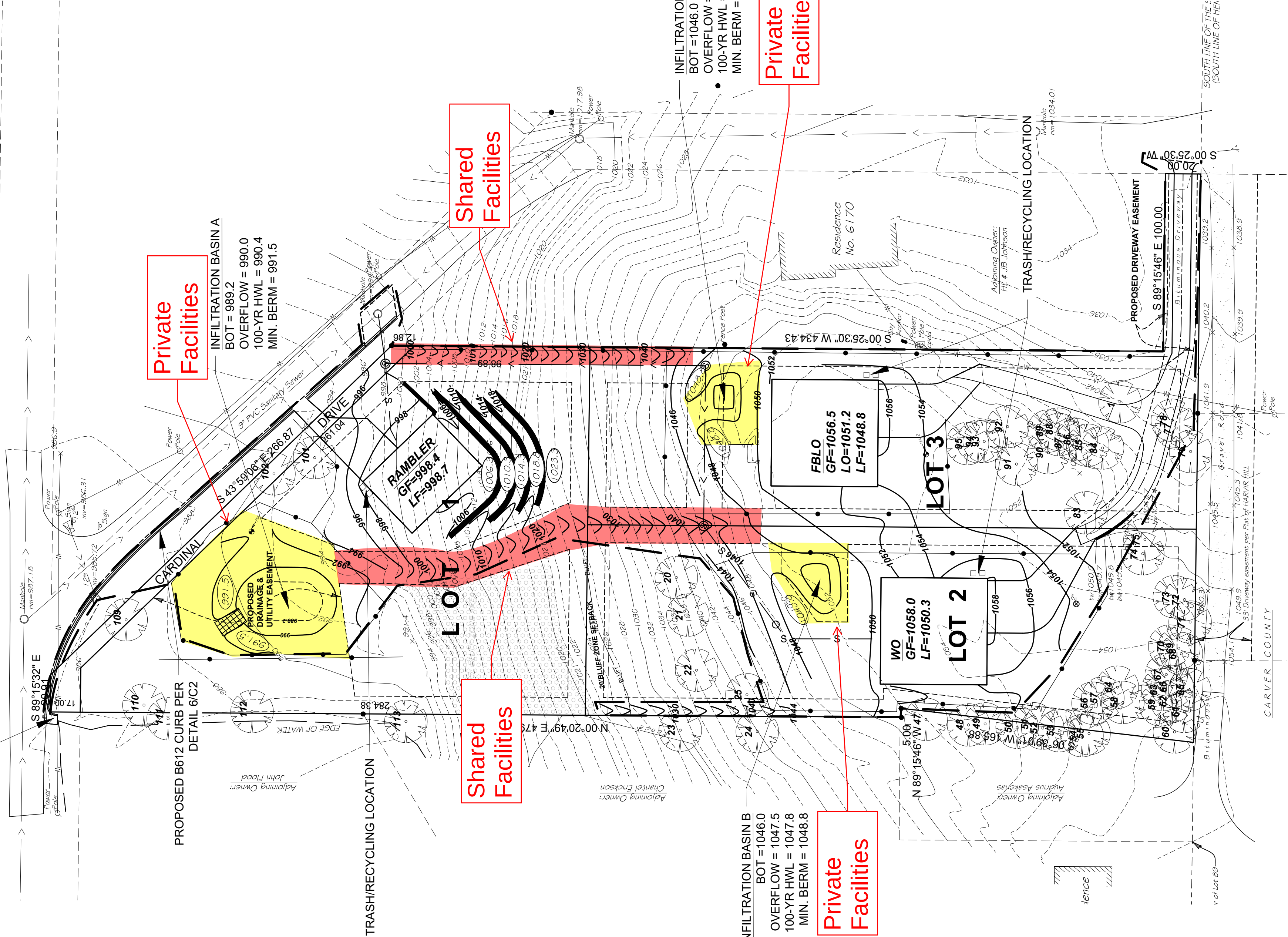
6

EXHIBIT "A"
Legal Description

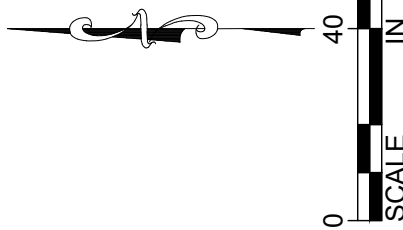
Lot 1, Block 1, Asakenas Addition; Address 6160 Cardinal Drive, Shorewood, MN 55331
Lot 2, Block 1, Asakenas Addition; Address 6184 Cardinal Drive, Shorewood, MN 55331
Lot 3, Block 1, Asakenas Addition; Address 6182 Cardinal Drive, Shorewood, MN 55331

EXHIBIT "B"
Grading & Storm Sewer Plans

PROPOSED CONCRETE FLUME
PER DETAIL 8/C2



- LEGEND**
- EXISTING CONTOUR
 - PROPOSED CONTOUR
 - EXISTING BUILDING
 - PROPOSED CONSTRUCTION/GRADING LIMITS
 - EXISTING CURB & GUTTER
 - PROPOSED CURB & GUTTER
 - EXISTING STORM SEWER
 - PROPOSED STORM SEWER
 - EXISTING WATERMAIN
 - PROPOSED WATERMAIN
 - EXISTING BITUMINOUS PAVEMENT
 - PROPOSED BITUMINOUS PAVEMENT
 - EXISTING HYDRANT
 - PROPOSED HYDRANT
 - PROPOSED GATE VALVE
 - EXISTING SANITARY MANHOLE
 - PROPOSED SLOPE
 - PROPOSED HIGH POINT
 - MP 860.00 PROPOSED MATCH POINT
 - LP 860.00 PROPOSED LOW POINT
 - 860.00 PROPOSED GUTTER LINE OR FINISHED GROUND ELEVATION



GENERAL CONSTRUCTION AND SOILS NOTES:

- THE 2021 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL APPLY.
- THE 2018 EDITION OF THE CITY ENGINEERS ASSOCIATION OF MINNESOTA "STANDARD SPECIFICATIONS" SHALL APPLY.
- CONSTRUCTION SHALL COMPLY WITH ALL APPLICABLE GOVERNING CODES, LAWS AND ORDINANCES.
- THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR FOLLOWING ALL APPLICABLE OSHA STANDARDS.
- CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES AND CALL GOPHER STATE ONE CALL 48 HOURS PRIOR TO CONSTRUCTION WORK. EXISTING UTILITIES SHOWN ON THESE PLANS ARE ONLY APPROXIMATE AND MAY NOT BE RELIED UPON AS EXACT OR COMPLETE.
- IF UTILITY RELOCATION IS NECESSARY, THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE APPROPRIATE UTILITY COMPANIES.
- MATERIAL UNSUITABLE FOR CONSTRUCTION (E.G. TOPSOIL, SILTS, ROOTS, ORGANIC MATERIALS, PEATS, DEBRIS, ETC.) ENCOUNTERED DURING EXCAVATION WITHIN THE STREET AND BUILDING PADS SHALL BE REMOVED AND PROPERLY DISCARDED UNLESS OTHERWISE APPROVED BY THE SOILS ENGINEER.
- FILL WITHIN THE STREET AND BUILDING PADS SHALL BE SUITABLE MATERIAL AND PLACED IN LOOSE LIFTS NO THICKER THAN TWELVE (12) INCHES. COMPACTION WITHIN THE STREET AND BUILDING PADS SHALL BE COMPACTED TO 100% OF THE MAXIMUM STANDARD PROCTOR DENSITY WITHIN THE TOP 3 FEET. SUITABLE MATERIAL SHALL CONSIST OF SW, SP, SP-SM, AND SM USCS CLASSIFICATIONS.
- TOPSOIL SHALL BE SALVAGED AND STOCKPILED FOR USE AS TOPSOIL IN GREEN SPACES DISTURBED DUE TO CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR DISPOSING OF BITUMINOUS AND CONCRETE MATERIALS DISTURBED BY CONSTRUCTION IN ACCORDANCE WITH MNDOT SPEC 2104.3.

DESIGNED BY:	JAP
DRAWN BY:	JRD
CHECKED BY:	JEFFREY A. PRASCH, P.E.
GRP	

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

DATE: 05.20.24 LIC. NO.: 52706

REVISIONS	
08.20.24	CITY COMMENTS
08.21.24	CITY COMMENTS
12.17.24	CLIENT COMMENTS
01.02.25	CLIENT COMMENTS
01.09.25	CITY COMMENTS
01.27.25	CITY COMMENTS

DEMARC
LAND SURVEYING & ENGINEERING
7601 73RD AVENUE N. BROOKLYN PARK, MN 55428
PHONE: 763.560.3083 FAX: 763.560.3522
www.Demarcinc.com

AUDRIUS ASAKENAS
6180 CARDINAL DR
SHOREWOOD, MINNESOTA 55005
651.705.2989

ASAKENAS ADDITION
6180 CARDINAL DRIVE
SHOREWOOD, MINNESOTA

GRADING & DRAINAGE PLAN

PROJECT: 90612
SHEET NO.
C5 OF C8



City Council Meeting Item

Title/Subject: Accept SafeAssure Quote and Service Agreement
Meeting Date: April 14, 2025
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Professional Service Agreement
Quote-SafeAssure Consulting, Inc.

Background:

The city utilizes SafeAssure for safety training services for all Shorewood employees. The training services are typically online for office staff. Field staff typically train in-person with other neighboring communities on field related safety topics. Training topics are detailed in Exhibit A of the professional services agreement.

The quote of \$4,006.21 was submitted by SafeAssure Consultants, Inc. for safety training services through April 30, 2026.

Financial Considerations:

The city budget adequately accounts for and programs safety training services as part of multiple training budgets across city services.

Action Requested:

Motion to approve the quote from SafeAssure Consultants, Inc. for safety training services through April 30, 2026.

A majority vote by the Council is required vote is required.

PROFESSIONAL SERVICES AGREEMENT FOR SAFETY TRAINING SERVICES

THIS AGREEMENT is made this April 15, 2025 ("Effective Date") by and between SafeAssure Consultants, Inc., with its principal office located at 7505 93rd Avenue NE, Spicer, MN 56288 ("Consultant"), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the "City"):

RECITALS

- A. Consultant is engaged in the business of providing professional safety training services.
- B. The City desires to hire Consultant to provide safety training to employees.
- C. Consultant represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Consultant to provide the services described in this Agreement and Consultant is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Consultant agree as follows:

AGREEMENT

1. **Services.** Consultant agrees to provide the City with the services as described and subject to the additional conditions in the attached **Exhibit A** (the "Services"). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** The Services shall be completed on or before December 31, 2024, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Consultant for the Services according to the terms on the attached hereto as **Exhibit A**. The consideration shall be for both the Services performed by Consultant and any expenses incurred by Consultant in performing the Services. Consultant shall submit statements to the City upon completion of the Services. The City shall pay Consultant within thirty (35) days after Consultant's statements are submitted.
4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
 - A. The parties, by mutual written agreement, may terminate this Agreement at any time;

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

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

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

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

7. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Consultant agrees that the books, records, documents, and accounting procedures and practices of Consultant, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Consultant shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

8. **Insurance Requirements.** The Consultant, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Consultant agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If the Consultant operates a motor vehicle in performing the Services under this Agreement, the Consultant shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Workers' Compensation. The Consultant agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Consultant shall also carry employers liability coverage with minimum limits are as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate

- \$500,000 – Bodily Injury by Accident

The Consultant shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Consultant's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Consultant's performance under this Agreement.

The Consultant's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

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

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

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

11. **Compliance with Laws.** Consultant shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Consultant agrees to provide the Services. Consultant's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Consultant agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.
12. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Consultant, and supersedes any other written or oral agreements between the City and Consultant. This Agreement may only be modified in a writing signed by the City and Consultant. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail.
13. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.
14. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
15. **Conflict of Interest.** Consultant shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Consultant shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.
16. **Agreement Not Exclusive.** The City retains the right to hire other professional Consultant service providers for this or other matters, in the City's sole discretion.
17. **Data Practices Act Compliance.** Any and all data provided to Consultant, received from Consultant, created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Consultant agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Consultant to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.
18. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Consultant agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs,

including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

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

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

Consultant

SafeAssure Consultants, Inc.
7505 93rd Avenue NE
Spicer, MN 53288

The City

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

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

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

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

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

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

25. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable

document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

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

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

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

SafeAssure Consultants, Inc.

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarify written and training requirements.**

The required standards that apply to The City of Shorewood are listed below:

A.W.A.I.R.

MN Statute 182.653

"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".

EMERGENCY ACTION PLAN

29 CFR 1910.35 THRU .38

"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".

CONTROL OF HAZARDOUS ENERGY

29 CFR 1910.147 &

MN Statute 5207.0600

"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".

HAZARD COMMUNICATIONS

29 CFR 1910.1200 &

MN Statute 5206.0100 thru 5206.1200

"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the workplace..."

RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES 29 CFR 1904

"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."

CONFINED SPACE

29 CFR 1910.146

If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....

RESPIRATORY PROTECTION

29 CFR 1910.134

Written standard operating procedures governing the selection and use of respirators shall be established.

OCCUPATIONAL NOISE EXPOSURE

29 CFR 1910.95

The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.

BLOODBORNE PATHOGENS

29 CFR 1910.1030

Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.

POWERED INDUSTRIAL TRUCKS

29 CFR 1910.178

"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".

GENERAL DUTY CLAUSE

PL91-596

"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees' employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."

PERSONAL PROTECTIVE EQUIPMENT

1926.95 a)

"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.

OVERHEAD CRANES

1910.179(j)(3)

Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....

ERGONOMICS

29 CFR PART 1910.900 THRU 1910.944

"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."

MOBILE EARTHMOVING EQUIPMENT

MN RULES 5207.1000

Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts. (Subparts represent multiple standards)

1910 Subparts

Subpart D - Walking - Working Surfaces
Subpart E - Means of Egress
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms
Subpart G - Occupational Health and Environmental Control
Subpart H - Hazardous Materials
Subpart I - Personal Protective Equipment
Subpart J - General Environmental Controls
Subpart K - Medical and First Aid
Subpart L - Fire Protection
Subpart M - Compressed Gas and Compressed Air Equipment
Subpart N - Materials Handling and Storage
Subpart O - Machinery and Machine Guarding
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.
Subpart Q - Welding, Cutting, and Brazing.
Subpart S - Electrical
Subpart Z - Toxic and Hazardous Substances

1926 Subparts

Subpart C - General Safety and Health Provisions
Subpart D - Occupational Health and Environmental Controls
Subpart E - Personal Protective and Life Saving Equipment
Subpart F - Fire Protection and Prevention
Subpart G - Signs, Signals, and Barricades
Subpart H - Materials Handling, Storage, Use, and Disposal
Subpart I - Tools - Hand and Power
Subpart J - Welding and Cutting
Subpart K - Electrical
Subpart L - Scaffolds
Subpart M - Fall Protection
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations
Subpart P - Excavations
Subpart V - Power Transmission and Distribution
Subpart W - Rollover Protective Structures; Overhead Protection
Subpart X - Stairways and Ladders
Subpart Z - Toxic and Hazardous Substances
Applicable MN OSHA 5205 Rules
Applicable MN OSHA 5207 Rules
Applicable MN OSHA 5206 Rules (Employee Right to Know)

All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.

These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Shorewood to obtain as required to comply with OSHA standards.

Our Service Agreement year will begin on the signing of this Service Agreement. Classroom training will be accomplished at a time convenient to most employees/management and so selected as to disrupt the workday as little as possible.

All documents and classroom training produced by SafeAssure Consultants for The City of Shorewood are for the sole and express use by The City of Shorewood and its employees and not to be shared, copied, recorded, filmed, or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior **written approval** of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to The City of Shorewood.

All written programs/services that are produced by SafeAssure Consultants, Inc. are **guaranteed** to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Shorewood should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

ADDENDUM
SAFETY PROGRAM RECOMMENDATIONS
The City of Shorewood

Written Programs & Training

A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

Employee Right to Know / Hazard Communication

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating MSDSOnline data base program

Lock Out / Tag Out (Control of Hazardous Energy)

- review/modify or write site specific program
- documented training of all personnel

Emergency Action Plan

- review/modify or write site specific program
- documented training of all personnel

Respiratory Protection

- review/modify or write site specific program
- documented training of all personnel

Bloodborne Pathogens

- review/modify or write site specific program
- documented training of all personnel

Cranes-Chains-Slings

- review/modify or write site specific program
- documented training of all personnel (inspections)

Hearing Conservation (Occupational Noise Exposure)

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

Personal Protective Equipment

- review/modify or write site specific program
- documented training of all personnel

Confined Space

- review/modify or write site specific program
- documented training of all personal

Powered Industrial Trucks/Forklifts

- review/modify or write site specific program
- documented training of all personnel
- testing and licensing

Ergonomics

- review/modify or write site specific program
- documented training of all personnel
 - o job hazards-recognition
 - o control steps
 - o reporting
 - o management leadership requirements
 - o employee participation requirements

Mobile Earthmoving Equipment

- review/modify or write site specific program
- documented training of all personal

General Safety Requirements

- review/modify or write site specific program
- documented training of all personnel

The "SafeAssure Advantage"

- On-Line training available for AWAIR, EAP, ERTK, ERGO, Bloodborne, Fire Extinguishers
- Safety Committee Advisor
- Employee Safety Progress Analysis
- SafeAssure "Client Discount Card" from Fastenal Stores or Catalogs (15% off any item)
- Job Hazard Analysis (JHA for more hazardous tasks/jobs)
- Training manual maintenance
- Safety manual maintenance
- Documented decibel testing
- Documented air quality readings-(CO2 testing in shops with 5 or more vehicle capacity)
- Documented foot-candle readings (if needed)
- OSHA recordkeeping
- General Duty Clause
- Assistance during an actual OSHA inspection
- General safety recommendations
- "ALERT" data base
- Unlimited consulting services

Service Agreement

THIS AGREEMENT is effective the first day of May 2025 between The City of Shorewood, Shorewood, Minnesota, herein referred to as The City of Shorewood and SafeAssure Consultants, Inc. 7505 93rd Ave NE, Spicer, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, The City of Shorewood (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum** of **\$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that The City of Shorewood will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges The City of Shorewood, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify, and hold harmless The City of Shorewood, its agents, members, and heirs from all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Shorewood, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

In consideration of this signed Service Agreement, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide The City of Shorewood with the features and services. These features and services include but are not limited to OSHA compliance recommendations and consultations, providing scheduled classroom-training sessions, writing, and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Shorewood.

ANNUAL SERVICE AGREEMENT	\$ 4,006.21
SDS ON-LINE SERVICES	\$ included
ANNUAL	\$4,006.21

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

X _____
The City of Shorewood

X _____
The City of Shorewood

X  _____
SafeAssure Consultants, Inc. 040125
Date

INVOICE

SAFEASSURE CONSULTANTS
7505 93rd Ave NE
Spicer, MN 56288-9682

melanie@safeassure.com
+1 (320) 231-3803
www.safeassure.com



Bill to
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Ship to
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Invoice details
Invoice no.: 3798
Terms: Due by April 30th
Invoice date: 04/02/2025
Due date: 04/30/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Consulting_	Safety Training	1	\$4,006.21	\$4,006.21

Total \$4,006.21

Note to customer
We appreciate your business!



City Council Meeting Item

Title/Subject: Parks & Recreation Sponsorship
Meeting Date: April 14, 2025
Prepared by: Mitchell Czech, Parks & Recreation Manager
Attachments: Resolution

Background

Each year, the City hosts a number of special events that are free of charge for the community to enjoy. In 2024, a sponsorship guide and sponsorship policy were introduced to promote and encourage sponsorship from local businesses and organizations. This sponsorship guide offers different tiers of sponsorship that provides a variety of benefits to those supporting City events.

Midco has generously offered to be the Title Sponsor for our 2025 Concert in the Park event. The business name, sponsorship level, and contribution amount are included below.

Business Name	Sponsorship Level	Contribution Amount
Midco	Concert in the Park Title Sponsor	\$750

Our City events would not be possible without the generous support and contributions from our incredible partners.

Financial Considerations

All sponsorship contributions will assist in offsetting the costs of City events.

Action Requested

A motion to approve the resolution accepting the sponsorship donation as stated in the attached resolution.

A majority vote by the Council is required.

CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA

RESOLUTION 25-035

A RESOLUTION ACCEPTING SPONSORSHIP CONTRIBUTIONS TO THE
CITY OF SHOREWOOD 2025 SPONSORSHIP PROGRAM

WHEREAS, the following persons and entities have offered to contribute to our sponsorship program in the amounts or items set forth below to the city; and

<u>Name of Sponsor</u>	<u>Contribution Amount</u>
Midco	\$750

WHEREAS, the terms or conditions of the contributions or items are to be used for the Concert in the Park event hosted by the City in the year 2025; and

WHEREAS, all such contributions have been given to the City for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the contributions or items offered.

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

1. The contributions described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the sponsor's contribution.

Adopted by the City Council of Shorewood, Minnesota this 14th day of April 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Tonka United Kick-Off Food Truck
Meeting Date: April 14, 2025
Prepared by: Mitchell Czech, Parks & Recreation Manager
Attachments: Resolution, Park Commission Meeting Memo

Background

Tonka United Soccer Association is an organization that provides recreational soccer opportunities to the community at Freeman Park each year. Tonka United has expressed a desire to enhance the experience of program participants by holding a “Kick-Off” event during the first week of organized activities. Activities would be open and available to the public, not exclusive to Tonka United participants and families.

Pursuant to the City of Shorewood Code section §902.02 Subd. 7 food trucks may be allowed for approved special events as authorized by written permit from the City Council.

Tonka United intends for Brain Freeze Ice Cream to be in attendance on April 30 and May 1 from 5pm – 8pm at Freeman Park. Tonka United also operates the concession stand at Eddy Station, so the presence of a food truck would not impact other business operations.

The idea of a Kick-Off Event was discussed during the March 25, 2025 Park Commission Meeting. The Park Commission recommended the City Council approve the event with allowance for a food truck to be present.

Financial Considerations

None.

Action Requested

Motion to approve the attached resolution to approve a food truck for Tonka United’s Kick-Off Event on April 30 and May 1 from 5pm – 8pm.

A majority vote by the Council is required.

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

RESOLUTION 25-036

A RESOLUTION APPROVING A FOOD TRUCK FOR THE TONKA UNITED KICK-OFF EVENT

WHEREAS, Tonka United is a local athletic association that provides youth recreational soccer opportunities to the community; and

WHEREAS, Tonka United has a desire to build excitement for activities at Freeman Park by providing a food truck during the first week of organized activities; and

WHEREAS, food trucks may be allowed for approved special events as authorized by written permit from the City Council, pursuant to the City of Shorewood Code section §902.02 Subd. 7; and

WHEREAS, a food truck will be in attendance for the Tonka United Kick-Off event on April 30 and May 1.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA, that food trucks are hereby authorized to be in the parks for the following city events:

1. Tonka United Kick-Off Event on April 30 at Freeman Park.
2. Tonka United Kick-Off Event on May 1 at Freeman Park.

Adopted by the City Council of Shorewood, Minnesota this 14 day of April, 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



Park Commission Meeting Item

Title/Subject: Tonka United Kick-Off Event
Meeting Date: March 25, 2025
Prepared by: Mitchell Czech, Parks & Recreation Manager
Attachments: None

Item 4E

Background

The City has maintained a positive partnership with Tonka United Soccer Association for a number of years. Tonka United utilizes Freeman Park during the Spring, Summer, and Fall months for organized soccer activities. Representatives from Tonka United have expressed a desire to add to the experience of their Rec League soccer program by hosting a “Kick-Off Event” on a night when activities are taking place. Typically, over 100 parents and players are at Freeman Park for organized soccer on Monday – Thursday evenings.

This event would be open to the community, not just Tonka United participants. While logistics will need to be worked out, the idea is to have a food truck, inflatables, and/or other vendors and activities at Freeman Park. The event would be free for all, aside from buying food from a potential vendor.

Tonka United is interested in hosting this initial event on one day during the first week of activities, the week of April 28 – May 2. If successful, they would be interested in doing 1-2 more events of similar nature before the summer season ends on June 28.

Action Requested

Motion to recommend approval to City Council for the Tonka United Kick-Off event for a date to be scheduled the week of April 28 – May 2, with allowance for a food truck to be present for the event.



City Council Meeting Item

Title/Subject: Reserve Policy
Meeting Date: April 14, 2025
Prepared by: Jeanne Schmuck, Finance Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Reserve Policy
2019 Fund Balance Policy – Redline
LMC City Fund Balances 101
OSA Statement of Position

Background

In January 2019, the city of Shorewood adopted an amended General Fund Balance Policy. As stated in the policy, the goal was to ensure long-term economic stability by providing sufficient funds for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids, are received approximately semi-annually.

The purpose also established specific guidelines the City of Shorewood will use to classify fund balances into categories based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amount in those funds can be spent, in accordance with GASB 54.

The current 2019 Fund Balance Policy addresses a reasonable minimum level of unrestricted fund balance to be maintained for the General Fund and further designation of fund balance for Shorewood Community and Event Center.

Financial Considerations

During the 2025 Annual City Council Retreat, review of the 2019 Fund Balance Policy was part of the overall fund discussions. The current Fund Balance Policy states that the City's goal will be to maintain an end-of-year unassigned fund balance in the General Fund of an amount not less than 60% of the next year's budgeted expenditures and transfers out of the General Fund.

City Council discussed the consideration of the Office of the State Auditors' position statement that local government unrestricted fund balance in the governmental funds be equal to 35 to 50 percent of operating revenues, and that the unrestricted fund balance should be no less than five months of operating expenditures.

Further discussion at the March 25th City Council Work Session defined specific cash flow needs, savings for projects, and reserves for unforeseen needs which are three reasons why reserve balances are important. Another reason is favorable bond ratings. Good bond ratings mean that a City will get lower interest rates when borrowing money.

The revised policy now includes the Special Revenue Funds to capture the Shorewood Community and Event Center, as well as the Local Fiscal Recovery Fund ARPA. An additional section has also been created for Enterprise Fund reserves to provide adequate working capital.

The Reserve Policy further addresses the balances to be maintained, as well as assist in retaining an adequate level of reserves for all City funds to provide for cash flow requirements and contingency needs.

Action Requested

Motion to adopt the amended Fund Balance Policy renamed as Reserve Policy.

A majority vote by the Council is required.

CITY OF SHOREWOOD, MN

RESERVE POLICY

Adopted September 10, 2007

Revised January 14, 2019

Revised April 14, 2025

I. PURPOSE

The purpose of this policy is to establish specific guidelines the City of Shorewood will use to maintain an adequate level of fund balance and reserves to provide for cash flow requirements and contingency needs, as well as provide adequate working capital for current operating needs to avoid short-term borrowing.

In establishing an appropriate reserve level, the City needs to consider the cash flow, capital asset purchases, need for emergency reserves, ability to manage fluctuations of major revenue sources, credit rating, and long-term fiscal health.

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

1. Fund balances in governmental funds (versus enterprise or utility funds) are reported in classifications that disclose constraints for which amounts in those funds can be spent. The fund balance classifications are: **Nonspendable**

- This category includes fund balance that cannot be spent because it is either (a) not in spendable form or (b) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

2. **Restricted**

- Fund balance should be reported as restricted when constraints placed on those resources are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

3. **Committed**

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless

the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.

- The City's highest level of decision-making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.
- To remove the constraint on specified use of committed resources the City Council shall pass a resolution.

4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance includes amounts that are intended to be used for specific purposes.
- The City Council has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the City Administrator.

5. Unassigned

- Unassigned fund balance represents the residual classification for the Funds. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the Funds.

III. AUTHORIZATION AND USE OF FUND BALANCE

The City Council authorizes the Finance Director and/or City Administrator to assign fund balance that reflects the City's intended use of the specified funds.

When both restricted and unrestricted (committed, assigned, or unassigned) resources are available for use, it is the City's policy to use restricted resources first, then use unrestricted resources as needed. When unrestricted resources are available for use, it is the City's policy to use resources in the following order: 1) committed, 2) assigned, 3) unassigned. The exception to this is the Park Improvement Fund, where resources are used in the following order: 1) assigned, 2) committed, and 3) restricted.

Committed fund balance items must be set in place prior to year-end, but the amount can be calculated after year-end.

IV. FUND BALANCE POLICIES FOR FUND TYPES

1. General Fund

The General Fund is established to account for all revenues and expenditures which are not required to be accounted for in other funds. Revenue sources include property taxes; license and permit fees; fines and forfeits; charges for services; intergovernmental revenues; investment earnings; and transfers in. The General Fund's resources finance a wide range of functions, including the operations of general government, public safety, public works, community development, and park and recreations.

- The City's goal will be to maintain an end-of-year unassigned fund balance in the General Fund of an amount between 35% and 50% of the next year's budgeted expenditures and transfers out of the General Fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids, are received approximately semi-annually.
- The City may assign fund balance in the General Fund for purchase order encumbrances, budget carryovers, compensated absences, or other items.
- The City may commit fund balance in the General Fund for revenue stabilization arrangements or other items by City Council resolution.
- If unassigned fund balance in the General Fund at the completion of any fiscal year exceeds 50% of the next year's budgeted expenditures and transfers out of the General Fund, the excess may be used for specific projects, capital acquisitions and improvements, transfers to other funds, or for other purposes determined by the City Administrator and/or Finance Director.
- Unassigned fund balance can be "spent down" if there is an anticipated budget shortfall (expenditures and other uses in excess of revenues and other sources).
- If spending unassigned fund balance in designated circumstances has reduced unassigned fund balance at the completion of any fiscal year to a point below the minimum targeted level, as noted above, the replenishment will be funded by property taxes or other sources within one year, or as directed by the City Council.

2. Special Revenue Funds

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The City will maintain fund balances in special revenue funds at a level which will avoid interfund loans to meet the cash flow needs of the current operating budget.

Governmental accounting standards require that substantial inflows of revenues into a special revenue fund be either restricted or committed in order for the fund to be considered a special revenue fund.

The specific revenue sources for each special revenue fund and the specific purpose for which they are restricted or committed are as follows, less any amounts that are classified as nonspendable by their nature:

- a) Shorewood Community and Event Center Fund specifies 100% of Fund Balance as Committed for operating and capital costs associated with the Shorewood Community and Event Center.
- b) Local Fiscal Recovery Fund ARPA Fund specifies 100% of Fund Balance as Restricted for Federal grant expenditures.

3. Debt Service Funds

Debt service fund balances are typically considered restricted. Fund balance may be assigned if the debt for the fund has been fully paid. The resources being accumulated in the funds are for payments of principal and interest maturing in current and future years. At year end, fund balance in each Debt Service Fund shall be at a minimum level of 100% of the debt service expense expected to be paid during the subsequent fiscal year.

4. Capital Project Funds

Capital project fund balances are considered restricted or assigned. The resources being accumulated are for current and future projects. Capital project funds are used to account for and report financial resources that are restricted or assigned to expenditures for capital assets. The fund balances in these funds vary annually based on the timing of acquisitions, construction projects, and bond issuance. The City will maintain reserves in the Capital Project Funds at a minimum level sufficient to provide adequate working capital for the subsequent years' expenditures needs. The maximum amount of reserves should include the amount necessary to pay for future

capital projects. Future capital projects must be identified and quantified in the Capital Improvement Plan.

V. ENTERPRISE FUND RESERVES

The City will maintain reserves in the Enterprise Funds at a minimum level sufficient to provide adequate working capital for current expenditure needs. Generally, the City shall strive for a minimum of six (6) months of subsequent years' operating needs, as well as 100% of subsequent years' capital and debt service needs. The maximum amount of reserves should include the amount necessary to pay for future capital projects. Future capital projects must be identified and quantified in the Capital Improvement Plan. Rates and fees in these funds will be analyzed annually for a five-year period to provide for level rate changes.

Enterprise Fund net position (equity) will be classified in one of the following categories:

1. Net Investment in Capital Assets – The components of net position, which is the difference between the assets and deferred outflows of resources and the liabilities and deferred inflows of resources, that consist of capital assets less both accumulated depreciation and the outstanding balance of debt that is directly attributable to the acquisition, construction, or improvement of the capital asset.
2. Restricted – The component of net position that consists of assets with constraints placed on their use by either external parties or through constitutional provisions or enabling legislation.
3. Unrestricted – The net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted components of net position.

VI. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The City will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

VII. MONITORING AND REPORTING

The Finance Director shall annually prepare the status of fund balances in relation to this policy and present it to the City Council in conjunction with the development of the annual budget.

CITY OF SHOREWOOD, MN

FUND BALANCE RESERVE POLICY

~~Proposed~~ Adopted January 14, 2019

Revised April 14, 2025

I. PURPOSE

The purpose of this policy is to establish specific guidelines the City of Shorewood will use to maintain an adequate level of fund balance and reserves to provide for cash flow requirements and contingency needs, as well as provide adequate working capital for current operating needs to avoid short-term borrowing. ~~because major revenues, including property taxes and other government aids, are received approximately semi-annually.~~

In establishing an appropriate reserve level, the City needs to consider the cash flow, capital asset purchases, need for emergency reserves, ability to manage fluctuations of major revenue sources, credit rating, and long-term fiscal health.

~~The purpose of this policy is to also establish specific guidelines the City of Shorewood will use to classify fund balances into categories based primarily on the extent to which the City is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.~~

II. CLASSIFICATION OF FUND BALANCE/PROCEDURES

Fund balances in governmental funds (versus enterprise or utility funds) are reported in classifications that disclose constraints for which amounts in those funds can be spent. The fund balance classifications are:

1. Nonspendable

- This category includes fund balance that cannot be spent because it is either (a) not in spendable form or (b) is legally or contractually required to be maintained intact. Examples include inventories and prepaid amounts.

2. Restricted

- Fund balance should be reported as restricted when constraints placed on those resources are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

3. Committed

- Fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority. The committed amounts cannot be used for any other purpose unless the government removes or changes the specified use by taking the same type of action it employed to commit those amounts.
- The City's highest level of decision making authority (City Council) will annually or as deemed necessary commit specific revenue sources for specified purposes by resolution. This formal action must occur prior to the end of the reporting period, however, the amount to be subject to the constraint, may be determined in the subsequent period.
- To remove the constraint on specified use of committed resources the City Council shall pass a resolution.

4. Assigned

- Amounts that are constrained by the government's intent to use for specified purposes, but are neither restricted nor committed. Assigned fund balance ~~in the General Fund~~ includes amounts that are intended to be used for specific purposes.
- The City Council has delegated the authority to assign and remove assignments of fund balance amounts for specified purposes to the City Administrator.

5. Unassigned

- Unassigned fund balance represents the residual classification for the ~~General Funds~~. Includes amounts that have not been assigned to other funds and that have not been restricted, committed, or assigned to specific purposes within the ~~General Funds~~. ~~The General Fund should be the only fund that reports a positive unassigned fund balance amount.~~

III. AUTHORIZATION AND USE OF FUND BALANCE

The City Council authorizes the Finance Director and/or City Administrator to assign fund balance that reflects the City's intended use of the specified funds.

When both restricted and unrestricted (committed, assigned, or unassigned) resources are available for use, it is the City's policy to use restricted resources first, then use unrestricted resources as needed. When unrestricted resources are available for use, it is the City's policy to use resources in the following order: 1) committed, 2) assigned, 3) unassigned. The exception to this is the Park Improvement Fund, where resources are used in the following order: 1) assigned, 2) committed, and 3) restricted.

Committed fund balance items must be set in place prior to year-end, but the amount can be calculated after year-end.

H-IV. DESIRED LEVEL OF GENERAL FUND BALANCE POLICIES FOR FUND TYPES

1. General Fund

The General Fund is established to account for all revenues and expenditures which are not required to be accounted for in other funds. Revenue sources include property taxes; license and permit fees; fines and forfeits; charges for services; intergovernmental revenues; investment earnings; and transfers in. The General Fund's resources finance a wide range of functions, including the operations of general government, public safety, public works, community development, and park and recreations.

- The City's goal will be to maintain an end-of-year unassigned fund balance in the General Fund of an amount ~~not less than 60~~ between 35% and 50% of the next year's budgeted expenditures and transfers out of the General Fund. This will assist in maintaining an adequate level of fund balance to provide for cash flow requirements and contingency needs because major revenues, including property taxes and other government aids, are received approximately semi-annually.
- The City may assign fund balance in the General Fund for purchase order encumbrances, budget carryovers, compensated absences, or other items.
- The City may commit fund balance in the General Fund for revenue stabilization arrangements or other items by City Council resolution.
- If unassigned fund balance in the General Fund at the completion of any fiscal year exceeds ~~60~~50% of the next year's budgeted expenditures and transfers out of the General Fund, the excess may be used for specific projects, capital acquisitions and improvements, transfers to other funds, or for other purposes determined by the City Administrator and/or Finance Director~~City Council~~.
- Unassigned fund balance can be "spent down" if there is an anticipated budget shortfall (expenditures and other uses in excess of revenues and other sources).
- ~~—~~If spending unassigned fund balance in designated circumstances has reduced unassigned fund balance at the completion of any fiscal year to a point below the minimum targeted level, as noted above, the replenishment will be funded by property taxes or other sources within one year, or as directed by the City Council.

2. Special Revenue Funds

Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditures for specified purposes other than debt service or capital projects. The City will maintain fund

balances in special revenue funds at a level which will avoid interfund loans to meet the cash flow needs of the current operating budget.

Governmental accounting standards require that substantial inflows of revenues into a special revenue fund be either restricted or committed in order for the fund to be considered a special revenue fund.

The specific revenue sources for each special revenue fund and the specific purposed for which they are restricted or committed are as follows, less any amounts that are classified as nonspendable by their nature:

- a) Shorewood Community and Event Center Fund specifies 100% of Fund Balance as Committed for operating and capital costs associated with the Shorewood Community and Event Center.
- b) Local Fiscal Recovery Fund ARPA Fund specifies 100% of Fund Balance as Restricted for Federal grant expenditures.

3. Debt Service Funds

Debt service fund balances are typically considered restricted. Fund balance may be assigned if the debt for the fund has been fully paid. The resources being accumulated in the funds are for payments of principal and interest maturing in current and future years. At year end, fund balance in each Debt Service Fund shall be at a minimum level of 100% of the debt service expense expected to be paid during the subsequent fiscal year.

4. Capital Project Funds

Capital project fund balances are considered restricted or assigned. The resources being accumulated are for current and future projects. Capital project funds are used to account for and report financial resources that are restricted or assigned to expenditures for capital assets. The fund balances in these funds vary annually based on the timing of acquisitions, construction projects, and bond issuance. The City will maintain reserves in the Capital Project Funds at a minimum level sufficient to provide adequate working capital for the subsequent years' expenditures needs. The maximum amount of reserves should include the amount necessary to pay for future capital projects. Future capital projects must be identified and quantified in the Capital Improvement Plan.

V. ENTERPRISE FUND RESERVES

The City will maintain reserves in the Enterprise Funds at a minimum level sufficient to provide adequate working capital for current expenditure needs. Generally, the City shall strive for a minimum of six (6) months of subsequent years' operating needs, as well as 100% of subsequent years' capital and debt service needs. The maximum amount of reserves should include the amount necessary to pay for future capital projects. Future

capital projects must be identified and quantified in the Capital Improvement Plan. Rates and fees in these funds will be analyzed annually for a five-year period to provide for level rate changes.

Enterprise Fund net position (equity) will be classified in one of the following categories:

1. Net Investment in Capital Assets – The components of net position, which is the difference between the assets and deferred outflows of resources and the liabilities and deferred inflows of resources, that consist of capital assets less both accumulated depreciation and the outstanding balance of debt that is directly attributable to the acquisition, construction, or improvement of the capital asset.
2. Restricted – The component of net position that consists of assets with constraints placed on their use by either external parties or through constitutional provisions or enabling legislation.
3. Unrestricted – The net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted components of net position.

III.VI. STABILIZATION ARRANGEMENTS

Stabilization arrangements are defined as formally setting aside amounts for use in emergency situations or when revenue shortages or budgetary imbalances arise.

The City will set aside amounts by resolution as deemed necessary that can only be expended when certain specific circumstances exist. The resolution will identify and describe the specific circumstances under which a need for stabilization arises. The need for stabilization will only be utilized for situations that are not expected to occur routinely.

IV.VII. MONITORING AND REPORTING

The Finance Director shall annually prepare the status of fund balances in relation to this policy and present it to the City Council in conjunction with the development of the annual budget.

~~When both restricted and unrestricted resources are available for use, it is the City's policy to first use restricted resources, and then use unrestricted resources as they are needed.~~

~~When committed, assigned or unassigned resources are available for use, it is the City's policy to use resources in the following order; 1) committed 2) assigned and 3) unassigned.~~

A negative residual amount may not be reported for restricted, committed, or assigned fund balances in the General Fund.

City Fund Balances 101

December 5, 2023

City fund balances are often a popular topic of discussion among state policymakers and the media. Some of these discussions include basic misunderstandings of city finances. This heightened attention means it is important for city officials to be able to explain both the size of their city's fund balance and its role in city finances to citizens, legislators, and the media. While each city's financial situation is unique, this document provides an overview of the critical issues surrounding city fund balances, the different components of fund balances, and the basic characteristics that most city fund balances share.

Critical Issues/Talking Points

- Cities receive their two largest sources of revenue—the property tax and state aid distributions—twice each year. The equivalent for an individual would be to receive only two paychecks each year.
- The Office of the State Auditor's (OSA) report measures city fund balances on Dec. 31, shortly after the city receives its second property tax and state aid distribution. The timing is equivalent to measuring your personal wealth on the day after payday—before you've paid the mortgage, car loan, and other bills.
- Like individuals and businesses, cities have monthly bills and expenditure needs. Fund balances are used for day-to-day cash flow for the following five to six months of city operations—until the next property tax and state aid distributions.
- Cities may also set aside a portion of their fund balance as a rainy day fund to help them through emergencies, like cuts to state aids or natural disasters. This is similar to families aiming to set aside enough funds to cover three months' worth of bills should household income drop due to illness or unemployment.
- The OSA's official position on city fund balances is that the unreserved portion should be equal to 35 to 50 percent of general fund operating revenues.

Different components of fund balances

The city fund balance is not one pot of money but is comprised of distinct components with very distinct purposes. The fund balance statement of position from the Office of the State Auditor (OSA) was last reviewed in 2014. That document is available [here](#). According to the OSA, "local government should identify fund balance separately based on a hierarchy of the constraints placed on the use of the financial resources within governmental funds." Under GASB 54, Minnesota cities need to report five different components of fund balances to the OSA each year: a) non-spendable, b) restricted, c) unrestricted-committed, d) unrestricted-assigned, and e) unrestricted-unassigned. These five distinct classifications are defined below.

Restricted components:

- a) Non-spendable: These are dollars that cannot be spent because they are not in a spendable form or they are legally or contractually required to remain intact. Examples here are inventories, pre-paid items or long-term receivables in the city's general fund.
- b) Restricted: These are dollars on which there are constraints placed regarding their use. External constraints include those imposed by creditors, grantors, or laws of other governments. Other constraints might be those imposed by law. Examples of the former are debt covenants and grants earned but not yet spent. Examples of the latter include taxes dedicated to a specific purpose and revenues restricted by some enabling legislation.

Unrestricted components:

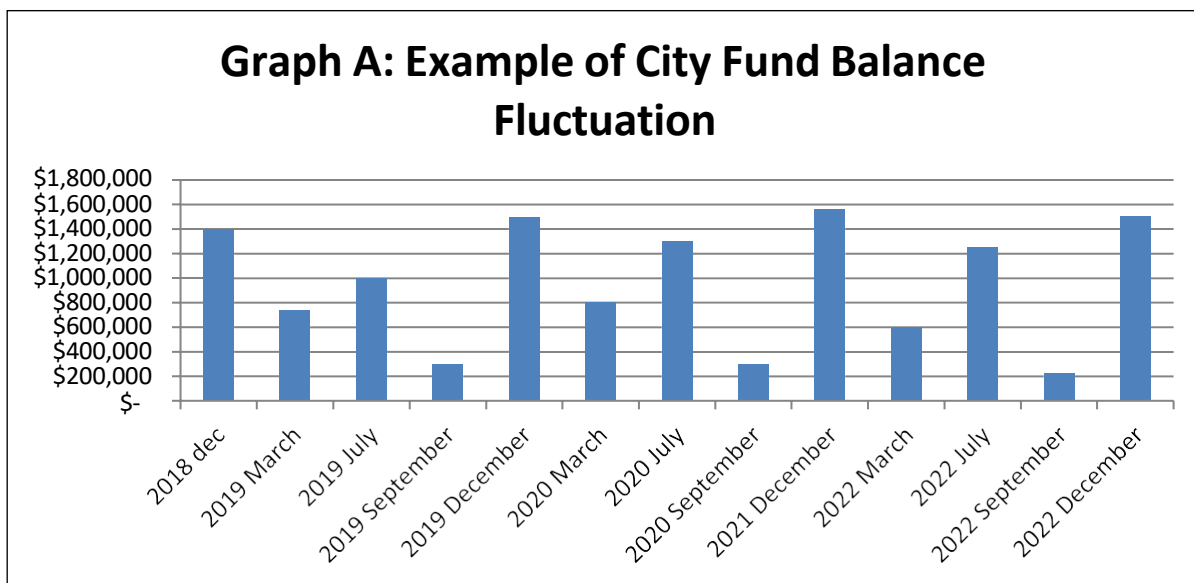
- c) Unrestricted-Committed: These are dollars that must be kept for specific purposes as determined by formal action of the decision-making authority. An example is funds set aside by the council for a specific capital project.
- d) Unrestricted-Assigned: These are dollars that the city intends to use for a specific purpose but they are not committed. An example is regularly using fund balance to balance the city's budget at the end of the year.
- e) Unrestricted-Unassigned: Finally, these are dollars that do not fall into any of the other classifications.

The OSA position statement on fund balances states that local governments must identify each of these classifications separately. The OSA offers two criteria for cities to consider when establishing a fund balance policy and assigning fund balance dollars. The first is that the unrestricted fund balance in the general fund and any special revenue funds be equal to 35 to 50 percent of general fund operating revenues. The second is that the unrestricted fund balance should be no less than five months of operating expenditures.

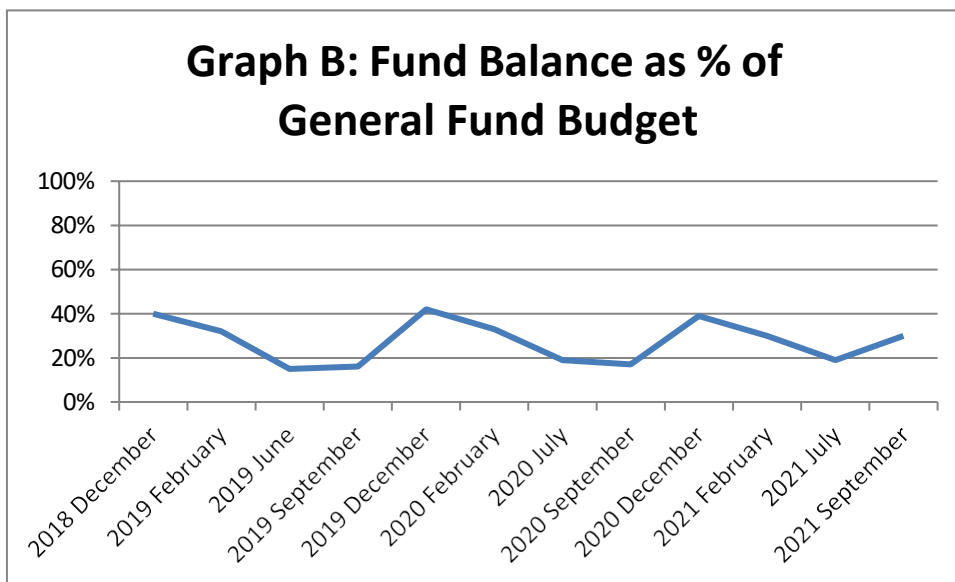
Cash flow funds

Cities receive the two largest sources of revenue—the property tax and state aid distributions—twice each year. The OSA report measures city fund balances on Dec. 31, shortly after the city receives its second property tax and state aid distribution. These reserves are used for day-to-day cash flow for the next five to six months of city operations—until the next property tax and state aid distributions in May and July. Like families and businesses, cities have monthly bills and expenditure needs. Measuring a city's fund balance on Dec. 31 is equivalent to measuring your personal wealth on the day after payday—before you've paid the mortgage, car loan, and other bills. Without adequate cash flow reserves, cities would be forced to borrow to pay for operating expenses, which increases the overall cost of city services to taxpayers. A city with low reserves may also choose to delay major purchases; turn to other revenue sources such as fees, fines, service charges, interest from investments, or other grants and aids; or adjust their budgets in other ways.

Graph A shows a one-year cash balance for everyone's favorite hypothetical city, Mosquito Heights. The cash balance is highest in December and July, after taxes and state aids are distributed to the city. The difference between the peaks and valleys is the city's cash flow need. A city may need to rely more or less on reserves during the months between tax and state aid distributions, depending on its other revenues sources such as fees.



The annual state auditor’s report shows city fund balances as a percentage of total current expenditures for the year. **Graph B** illustrates the general fund cash balance as a percentage of the general fund budget for a hypothetical city. In December, when the state auditor’s report measures fund balances, the city’s general fund cash balance is over 40 percent of budgeted expenditures. That percentage dips below 20 percent at certain times of the year.



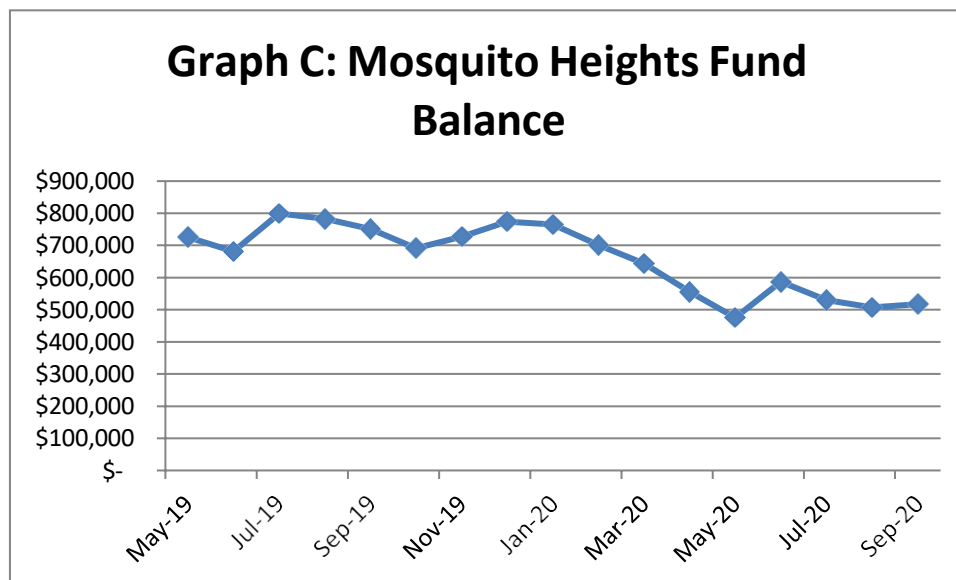
Rainy day funds

The city fund balance acts as a rainy day fund to help the city cope with revenue shortfalls, unexpected expenditures, or emergencies. Given that cities only receive property taxes and state aids twice a year, the reserve funds can be critical for responding to unforeseen local needs. Some

cities have relied upon their fund balance to meet immediate budget needs. Emergencies, including natural disasters such as floods or tornados, may also require a city to rely on rainy day funds. The state also has a budget reserve. The reserve is commonly referred to as the rainy day fund. Due to the volatility in estimating state income and sales tax revenues, this fund helps the state address unexpected economic downturns, other fluctuations in state revenues, or unexpected expenditure needs.

Savings for projects or dedicated uses

Prior to undertaking a capital project, a city may increase reserves to help pay for a portion of the project, thus reducing the need to issue debt. Setting aside money over a period of time can be an easier way to pay for a project, especially for smaller cities. City fund balances may include savings for a major project or purchase. **Graph C** shows a two-year fund balance for Mosquito Heights. In January 2019 the city began construction of a new city hall, for which it had funds saved. By September 2020, the project was complete and the city's fund balance was less than two-thirds what it had been in early 2019.



Cities may have reserves in dedicated funds, such as sewer and water utilities, or enterprise funds, which are generated from user fees. These reserves are dedicated for operation, maintenance, and improvement of the utility or enterprise and must be used for those purposes.

Fund balances and credit ratings

Cash flow needs, savings for projects, and reserves for unforeseen needs are three reasons why fund balances are important. Another reason is favorable bond ratings. Good bond ratings mean that a city will get lower interest rates when borrowing money. The bond rating is similar to an individual's credit score and its impact on interest rates for mortgages and car loans. Wall Street (e.g., firms such as Moody's) takes into account the financial well-being of a city when determining that city's municipal bond rating. The city's reserves are an important indicator of a city's overall financial health; a city is more likely to be given a higher bond rating if it is deemed

to have a healthy city fund balance. Other indicators of financial viability can include an unreserved, undesignated fund balance of approximately 20 percent, direct debt of less than 3 percent of full value, per capita income of approximately \$25,000, and a tax collection rate for the previous three years of greater than 95 percent.

A high rating for a city reflects the strength of the local economy and indicates its sound fiscal management. A high rating bolsters the confidence of other investors and its taxpaying residents. This high bond rating is significant for taxpayers as its issuance enables the city to borrow at a lower interest rate, thereby lowering the cost of municipal debt and ultimately saving the taxpayers money. While a city cannot directly control all the factors that are considered by Wall Street, sound financial management planning can help cities assess their financial health and anticipate future needs. A financial management plan gives cities a context for decisions and can lead to a more stable tax rate because future growth and infrastructure needs are incorporated into the plan.

Resources

Office of the State Auditor: <http://www.osa.state.mn.us/>

League of Minnesota Cities

<http://www.lmc.org>

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Statement of Position Fund Balances for Local Governments Based on GASB Statement No. 54

Background

Governmental Accounting Standards Board's (GASB) Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, defines the classifications of fund balance based on the focus of the constraints placed on the use of current fund balance. The Statement also identifies the governmental fund type definitions. This Statement of Position addresses only the fund balance classifications and reporting.

The requirements of GASB 54 are applicable to all local governments. Implementation was required for the first fiscal year ended June 30, 2011. However, most Minnesota local governments report on a calendar year. For those reporting on a calendar year, the first required year for implementation was the year ended December 31, 2011.

In governmental funds,¹ local government should identify fund balance separately based on a hierarchy of the constraints placed on the use of the financial resources within governmental funds. A local government will classify its fund balances into one of up to 5 classifications: nonspendable, restricted, committed, assigned, and unassigned. While some of the GASB 54 classifications are similar in nature to the classifications under pre-GASB Statement No. 54, the focus is different, and thus, what is classified into these classifications may be different.

Fund Balance Classifications/Definitions for Governmental Funds

The fund balances of a local government's governmental funds should be reported in the new classifications based on the definitions in the following table:

¹ Governmental fund reporting focuses primarily on the sources, uses, and balances of current financial resources and often has a budgetary orientation. The governmental fund category includes the general fund, special revenue funds, capital projects funds, debt service funds, and permanent funds. Codification of Governmental Accounting and Financial Reporting Standards § 1300.102.

Reviewed: February 2014
Revised: July 2012

2010-1003

This Statement of Position is not legal advice and is subject to revision.

An Equal Opportunity Employer

<i>Fund Balance Reporting</i>		
<i>Classification</i>	<i>Definition</i>	<i>Examples</i>
Nonspendable	“Amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.” ²	• Inventories, • Prepaid items, • Long-term receivables in the general fund, and • Permanent principal of endowment funds.
Restricted	“Fund balance should be reported as restricted when constraints placed on the use of resources are either: a. Externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments; or b. Imposed by law through constitutional provisions or enabling legislation.”³	• Restricted by state statute, • Unspent bond proceeds, • Grants earned but not spent, • Debt covenants, • Taxes dedicated to a specific purpose, and • Revenues restricted by enabling legislation.
Unrestricted	Committed	“Used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision-making authority.”⁴ • The governing board has decided to set aside \$1M for a new city hall. • Property tax levies set for a specific purpose by resolution.
	Assigned	“Amounts that are constrained by the government’s intent to be used for specific purposes, but are neither restricted nor committed.”⁵ • Governing board has set aside \$2 million for a county hospital and the county manager may amend this up to \$100,000. • Governing body delegates the authority to assign fund balance to the finance officer. • Governing board has appropriated fund balance often to balance next year’s budget.⁶ • Positive residual balances in governmental funds other than the general fund.
	Unassigned	Unassigned fund balance is the residual classification for the General Fund. This is fund balance that has not been reported in any other classification. The General Fund is the only fund that can report a positive unassigned fund balance. Other governmental funds would report deficit fund balances as unassigned. ⁷

² GASB Statement No. 54, ¶ 6.

³ GASB Statement No. 54, ¶ 8.

⁴ GASB Statement No. 54, ¶ 10.

⁵ GASB Statement No. 54, ¶ 13.

⁶ See appropriated fund balance section of this document.

⁷ GASB Statement No. 54, ¶ 17.

Classifying Fund Balance

A local government should classify its fund balances based on the nature of the particular net resources reported in a governmental fund. The government would first start by identifying nonspendable net resources, followed by restricted, committed, assigned and lastly unassigned. This will classify a fund's net resources from those that have the most constraints placed on their use to the least. A fund's net resources also are affected by the spending policy of that government. A local government should determine the order of use of resources when expenditures are incurred. Are restricted resources used first? Or, if available for use, are unrestricted net resources (committed, assigned, or unassigned) used first? If a local government does not have an accounting policy that identifies the order of use of resources, then the net resources with the most constraints are used first.

Unrestricted Fund Balance

Unrestricted fund balance is the amount of fund balance left after determining both nonspendable and restricted net resources. The unrestricted fund balance is the amount of fund balance that a local government, itself, has placed constraints on its use (committed and assigned) and fund balance that does not have any specific purpose identified for the use of those net resources (unassigned). Unrestricted fund balance, therefore, includes the committed, assigned, and unassigned classifications. Committed and assigned fund balance represent resources set aside by the government to fund specific purposes. The two classifications differ in the formality of the action required to set aside the net resources.

The government's highest level of decision-making authority is required to commit available fund balance to a specific purpose. Once the action has been taken, the committed funds cannot be used for any other purpose unless the commitment is rescinded by the same type of action that previously committed the funds. The action taken to commit the funds must be taken prior to the end of the fiscal year, but the specific amount may be determined in the subsequent period.

The authority to assign may be delegated to an official other than the governing body. Unlike committed fund balance, the action taken to assign fund balance may be made after year end. In governmental funds other than the general fund, the assignment must follow the government's intent for the specific purpose of the individual funds. Therefore, all remaining positive fund balances in the special revenue, debt service, and capital projects funds are classified as assigned.

Unassigned fund balance represents the remaining unrestricted fund balance in the general fund after identifying fund balance that has been committed or assigned. Deficits in fund balances of other governmental funds are reported as unassigned. Assignments should never cause a deficit in unassigned fund balance to occur.

Stabilization Arrangements: Restricted/Committed vs. Unassigned

Many local governments currently set aside part of fund balance for emergencies, working capital, cash flows, revenue shortages, or other contingencies. The authority to set aside these

amounts usually comes from ordinance or resolution. The GASB calls these types of funds “stabilization arrangements.” For a government to be able to set aside these types of funds as restricted or committed, they need to specifically define when these amounts may be used and specify a situation that cannot be expected to occur routinely. For example, identifying funds to be accessed “in an emergency” does not sufficiently detail the circumstance or condition that must be met for the funds to be considered committed. To commit these funds, the government needs to be more specific in defining an emergency. If the arrangement meets these requirements, it would be considered a specific purpose and reported as either restricted or committed, depending on the source of the constraint. Stabilization arrangements that do not meet the requirements should be reported as part of unassigned fund balance in the general fund.

Appropriated Fund Balance

Usually a local government only classifies fund balances at year end for financial reporting purposes. Thus only current, and not future, net resources are classified. Typically, the subsequent year’s budgeted expenditures are expected to be paid from the subsequent year’s revenues and not the current reporting year’s ending fund balances. On occasion, local governments will “deficit” budget, or in other words, budget more expenditures than anticipated revenues and drawdown beginning fund balance for the subsequent year. An appropriation of existing fund balance to eliminate a projected budgetary deficit in the subsequent year’s budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.⁸

Recommendations

Adoption of Comprehensive Fund Balance Policy

The GASB’s Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, identifies fund balance accounting policies that a local government may have or should consider. The Office of the State Auditor recommends that each local government establish/approve a formal comprehensive fund balance policy relating to accounting and financial reporting of governmental fund balances. A local government’s fund balance policy could address the following areas:

- Minimum fund balance
- Order of resource use
- Stabilization arrangements
- Committing fund balance
- Assigning fund balance

Minimum Fund Balance

The Office of the State Auditor recommends that local governments determine and establish in their fund balance policy a desired minimum level of unrestricted fund balance to maintain in

⁸ GASB Statement No. 54, ¶ 16.

their general fund and other significant governmental funds. The local government's governing body should keep revenue streams in mind when determining a minimum level of fund balance for their policy. Often a local government's revenue stream is not evenly distributed throughout the year. A local government will need sufficient beginning fund balances to pay expenditures until these revenues are received. For example, funds that rely heavily on property taxes must maintain sufficient financial resources until the next tax revenue collection cycle. Funds that rely on state appropriations and grants should consider the timing of those payments. Also, local governments need to maintain a prudent level of financial resources to protect against a forced service level reduction or having to raise taxes and fees because of temporary revenue shortfalls or unpredicted one-time expenditures.

Other considerations include the predictability of revenues and the volatility of expenditures. A local government may need higher levels of unrestricted fund balance if significant revenue sources are subject to unpredictable fluctuations or if operating expenditures are highly volatile, such as greater expenditures in the early part of the year. The availability of resources in other funds and the potential drain on the general fund resources from other funds could affect the necessary level of minimum unrestricted fund balance. The availability of resources in other funds may reduce the amount of unrestricted fund balance needed in the general fund, just as deficits in other funds may require that a higher level of unrestricted fund balance be maintained in the general fund.

After establishing a minimum level of unrestricted fund balance, the policy should provide for both a time frame and a specific plan for increasing or decreasing the level of unrestricted fund balance. If the actual unrestricted fund balance is not consistent with the policy, a plan should be developed by the governing body that will allow for compliance with the desired minimum level. The fund balance policy should include a provision for a regular review of the sufficiency of the minimum fund balance level.

Order of Resource Use/Fund Balance Flow Assumption

The Office of the State Auditor recommends that local governments include in their comprehensive fund balance policy the normal order of resource use. The policy should identify which fund balance resources (restricted or unrestricted) are normally used first when an expenditure is incurred for purposes for which both restricted and unrestricted fund balance is available. Also, for unrestricted fund balance, the local government should identify the order in which committed, assigned, or unassigned amounts are spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Stabilization Arrangements

The Office of the State Auditor also recommends that local governments consider establishing a stabilization arrangement for emergency situations in their comprehensive fund balance policy. The policy should establish the amount to be set aside, identify the types of nonroutine emergencies/situations that would meet the need for use of stabilization funds, and clearly state that the amount set aside may only be used for the identified emergency situations.

Committing Fund Balance

The Office of the State Auditor also recommends that a local government's governing body identify in its comprehensive fund balance policy its process for committing fund balance to a specific purpose. The policy could identify the local government's highest level of decision making authority, what formal action is required to commit fund balance, and what specific purposes normally will require committing resources.

Assigning Fund Balance

Furthermore, the Office of the State Auditor recommends each local government that decides to delegate the authority to assign fund balance for a specific purpose include in their comprehensive fund balance policy the body or official authorized to assign amounts to a specific purpose and the types of specific purposes that may be assigned by that delegated body or official. The policy should also specify how the amounts for such assignments are arrived at and whether the governing body will set the assignments annually or will set up a process to make the assignment based on the guidelines established by the governing body.

Appropriate Fund Balance Levels

The Office of the State Auditor recommends that, at year-end and/or at other key times of the year, local governments that rely significantly on property taxes maintain an unrestricted fund balance of approximately 35 to 50 percent of fund operating revenues or no less than five months of operating expenditures in their general fund and special revenue funds. This amount of unrestricted fund balance should provide the local government with adequate funds until the next property tax revenue collection cycle. The adequacy of unrestricted fund balance should be assessed based on an individual local government's own circumstances. If the local government's unrestricted fund balance is less than or greater than the recommended level, the local government should be able to explain the reason for the difference.

According to the Minnesota Department of Education, Minnesota school districts, unlike most local governmental units, experience timing of receipts from local property tax levies, state aids, and federal aids that provide a more reliable flow of cash to fund operations. Therefore, a recommended unrestricted fund balance for school districts may be less than the amounts recommended above for other local governmental units. Each school district should determine the appropriate level of unrestricted fund balance based on the school district's circumstances.

Local governments should also consider taking a position on the level of unrestricted fund balance in other funds that have unrestricted revenues. In setting an appropriate level, the local government should consider any long-term forecasting/planning issues to avoid the risk of placing too much emphasis on the level of unrestricted fund balance at any one time.

**CITY OF SHOREWOOD
PARK COMMISSION MEETING
TUESDAY, MARCH 25, 2025**

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

MINUTES

1. CONVENE PARK COMMISSION MEETING

Chair Wenner convened the meeting at 7:00 p.m. and explained that because they had a new Commissioner, she wanted to do a quick round of introductions before beginning the meeting.

The Commission took turns introducing themselves and sharing some of their background and experience on the Commission.

A. Roll Call

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

Absent: None

B. Review Agenda

Commissioner Hirner moved to approve the agenda as written. Commissioner Garske seconded the motion. Motion carried 5-0.

2. APPROVAL OF MINUTES

A. Park Commission Meeting Minutes of February 11, 2025

Commissioner Garske moved to approve the minutes of the February 11, 2025, meeting as written. Commissioner Bahneman seconded the motion. Motion carried 5-0.

3. MATTERS FROM THE FLOOR

There were none.

4. GENERAL BUSINESS

A. Minnetonka Football Association Presentation

Parks and Recreation Manager Czech stated that the various associations that use the City's fields have been incredible partners with the City. He explained that tonight, Tony Wixo, Co-Director of the Minnetonka Football Association, was here to give an overview of their association.

Tony Wixo, Minnetonka Football Association, distributed gifts for the Commission and explained that he had been the co-director for the last seven years. He gave an overview of the Tonka Football Association (TFA) and explained that they were a non-profit organization that had around six hundred seventy-five athletes from 2nd grade to 8th grade and noted that if they included the high school athletes, there were roughly 900 athletes involved. He noted that they have had a good relationship with the City, and one of their larger investments was working on the turf for the

field at Badger Park. He outlined their general schedule of use for the fields; the changes happening in football; projected growth for footballs and the need for space; how the TFA compares to Maple Grove, Wayzata, and Edina; space constraints of the TFA; and information that was in the former Master Plan for Freeman Park that included a football field. He explained that the TFA was financially stable and would like to partner with the City to help bring the Master Plan to fruition because they needed space and noted that they would like the City to consider a possible dome because it would pay for itself with dome fees.

Chair Wenner asked if Mr. Wixo was specifically looking at Freeman Park.

Mr. Wixo explained that they would also love a dome at Badger Park, but he was not sure there would be enough space.

Chair Wenner asked how the soccer season would overlap with the TFA season.

Mr. Wixo clarified that the season for the TFA was the middle of August to the middle of October because for the rest of the year, the high school can accommodate them.

Chair Wenner asked how large of a field they would be looking to have at Freeman Park.

Mr. Wixo explained that, ideally, it would be the size of a regulation football field, which would be 120 yards by 50 yards, and described some possible field configurations.

Commissioner Hirner noted that he believed that if they put on a dome, it would need to be artificial turf and asked about the usage of the field at Manor Park.

Park and Recreation Manager Czech stated that baseball uses the baseball field, but there was also soccer and some lacrosse in the grass field area and noted that they use it in the spring, summer, and fall.

Commissioner Hirner asked how large of a space was needed for the younger players.

Mr. Wixo explained that they practice four teams in the small space available at Minnewashta Elementary so he would guess that they would need a space about 30 yards by 30 yards for practice.

Commissioner Hirner stated that he felt that perhaps the field at Silverwood may be good for a practice field.

Commissioner Garske asked what the TFA was doing for now to address their space constraints.

Mr. Wixo stated that they like to have the entire class/grade in one location because it helps build camaraderie. He explained that they have gone to St. Therese to get space and have also met with the City of Chanhassen. He noted that at the end of every year, they do a survey amongst their members, and every year, the most common answer is a request for additional space.

Chair Wenner asked if Mr. Wixo would forecast that the current football athletes may leave traditional football and move towards flag football or if he felt that there would be more growth for traditional football.

Mr. Wixo stated that he believed that their 2nd and 3rd grade would be growing.

Commissioner Hirner asked about adaptive options and referenced a baseball field at Minnetonka that could be used by handicapped kids.

Mr. Wixo stated that Wednesday night at the high school is for adaptive play and did not feel that the City would need to provide that type of facility.

Chair Wenner thanked Mr. Wixo for his information and explained that the Park Commission would consider this information.

B. Selection of Chair and Vice-Chair for 2025

Parks and Recreation Manager Czech reviewed the usual process for the selection of Chair and Vice-Chair for the Park Commission.

Chair Wenner nominated Commissioner Garske to serve as Chair for the Commission in 2025.

Commissioner Garske accepted the nomination.

Commissioner Hirner stated that he would like to submit his name for consideration as Chair.

Commissioner Garske stated that with having small children at home, he felt it may be difficult for him to run the meetings and be prepared to discuss things in depth, and explained that he would be willing to continue as Vice-Chair and throw his support to Commissioner Hirner.

Commissioner Bahneman moved to recommend Commissioner Hirner as Chair of the Park Commission for 2025. Commissioner Garske seconded the motion. Motion carried 5-0.

Commissioner Hirner moved to recommend Commissioner Garske to serve as Vice-Chair of the Park Commission in 2025. Commissioner Bahneman seconded the motion. Motion carried 5-0.

C. City Council Liaison Dates

Parks and Recreation Manager Czech reviewed the calendar for the Park Commission and City Council meetings and explained the need to schedule the Commission for updates at the City Council meetings.

April 14, 2025 – Chair Wenner
May 12, 2025 - Commissioner Hirner
June 9, 2025 – Commissioner Garske
July 14, 2025 – Commissioner Sylvester
August 11, 2025 – Commissioner Bahneman
September 8, 2025 – Chair Wenner
October 14, 2025 – Commissioner Hirner
November 10, 2025 – Commissioner Garske
December 8, 2025 – Commissioner Sylvester
January 12, 2026 – Commissioner Bahneman

Park and Recreation Manager Czech noted that he would send Outlook invitations to the Commission so their assigned dates were on everyone's calendars. He asked if anything came up and they were not able to do the presentations to the Council, that they reach out to him and let him know.

D. 2025 Park Commission Workplan Draft

Parks and Recreation Manager Czech explained that the Workplan was intended to serve as an overall guide for the work of the Park Commission throughout the year and also to ensure that they are aligned with the City Council and their priorities. He briefly reviewed information that was included in the draft of the proposed workplan and asked for input from the Commission. He explained that the City Council had not seen the workplan yet but noted that staff had put it together with some directives that have been expressed by the Council. He noted that they were still also planning to schedule a joint meeting with the Council sometime this spring.

Commissioner Garske thanked Park and Recreation Manager Czech for the work he put into the draft workplan. He stated that one item he thought may be interesting to discuss was the possibility that at the June meeting try to have some sort of 'state of the parks' discussion before the CIP discussions. He stated that his thought was that before that meeting, the Commission would independently walk through the parks, and then a few weeks before the meeting, they could share a summary of their observations with Park and Recreation Manager Czech for him to consolidate before the meeting.

Chair Wenner noted that she loved that idea and suggested that they may want to include Public Works in that meeting before the budget meeting. She explained that she also liked the idea of possibly getting some community input as well.

Commissioner Hirner noted that he had expressed concern about dumping the Park Tours for several reasons. He explained that it was one of the times that the Park Commission tended to get people to show up, but usually the Mayor and some Councilmembers, as well as some Public Works staff, have also joined the tours because everyone has an interest in the parks. He stated that he felt that there were a lot of valuable conversations that took place during the Park Tours. He explained that the value he gets out of the tours is that they get to hear what staff has been doing, but also get to give them a laundry list of things that the Commission felt were interesting or that were typically taken care of by Public Works. He explained that he felt it was valuable to hear Public Works' perspective and noted that he felt that the list they put together last year from the park tours, produced amazing results within the City's parks. He stated that with the Park Master Plan, he felt this would not be the right year to dump the Park Tours. He explained that if the City could provide some advance notice that they would be doing the Park Tours and also beginning to work on the Master Plan, they may get more people to come out and attend.

Commissioner Sylvester asked for a description of the Park Tours and what generally took place.

Commissioner Bahneman stated that she enjoyed the Park Tours.

Chair Wenner stated that she also enjoyed the Park Tours, but the Commission had a lot of work to accomplish.

Commissioner Sylvester asked if the tours superseded the usual Park Commission meetings.

Park and Recreation Manager Czech gave a brief overview of what typically took place during the Park Tours. He noted that with everything going on this year, he did not believe it would be a good idea to lose the ability to hold Park Commission meetings in May and June so they could do the Park Tours.

Chair Wenner noted that last year, they had to cancel and reschedule the tours multiple times due to rain.

Commissioner Hirner asked if the Commission could hold two meetings in a month and suggested that one night could be a park tour and the other could be a regular meeting.

Park and Recreation Manager Czech stated that he believed that would be possible but would require additional evenings of City staff.

Commissioner Garske explained that with his earlier suggestion related to a 'state of the parks' meeting, he had hoped to get some community involvement. He stated that he agreed that there was value in walking through the parks and having open discussions. He noted that his idea of having the Commission essentially pre-walk through the parks on their own and submit their notes to Park and Recreation Manager Czech was so that everyone's voice was heard and they would all have the same discussion points to look at. He noted that he felt this would also save the Commission at least one meeting and would allow them to spend more time in places that the Commission didn't normally cover, for example, the woods or Gideon's Glen. He clarified that he was open to anything but acknowledged that they were expecting to have a very busy year.

Park and Recreation Manager Czech noted that he did not believe that the Commission needed to make a hard cut decision tonight about whether they were or were not doing the Park Tours. He suggested that they wait to see what the Parks Master Plan looks like and what the consultants think, which may be an engagement session and having a Park Tour. He stated that the Commission could adapt its schedule, if necessary, but noted that he felt there was consensus from the Commission that some form of tour would be important.

Commissioner Sylvester noted that she liked the idea of doing individual tours and having some pre-work, and stated that one other thing they could also capture would be to see how the park was being used, because they may hit the parks at different times of the day. She stated that the Commission could also pepper in one or two tours throughout the year in addition to the individual tours.

Chair Wenner noted that she would suggest, for this year, that the Commission move forward with the workplan recommendations from staff.

Commissioner Hirner suggested that the Commission tentatively say that they will do one Park Tour on a non-meeting night, as a placeholder.

Chair Wenner asked Park and Recreation Manager Czech to send the bullet point list to the Commission that included the recommendations and priority levels for the various maintenance items.

Park and Recreation Manager Czech stated that he could send the maintenance list to the Commission and suggested that they could also consider working on a rotation of parks to visit

each year on an off meeting night. He reiterated that this particular issue did not need to be figured out during tonight's meeting.

Commissioner Hirner stated that if the Commission did do something like what Commissioner Garske had suggested for the Commission to go out individually and submit a list to staff, he felt it would also be helpful for Public Works and the Police Department to provide a list of what they felt should be worked on within the parks.

Council Liaison Gorham noted that 2025 felt like a unique year, but noted that with the Parks Master Plan, the consultant would need to go out to the parks, which meant some type of tour would need to be done, but did not believe that the Park Commission should piggyback on that tour. He stated that he felt that there would be recommendations that came out of the tours by the consultants as well and stated that he wondered if that would inform what the Commission would gather for looking at the parks. He explained that he kind of wanted to take 2025 on its own, because it was going to be a unique year for how they visit the parks, because someone independent would be looking at them.

Chair Wenner noted that it would be nice for the Commission to know the dates and times when the consultant would be touring the parks, so if anyone was available, they could go ahead and join the tours at that time.

Park and Recreation Manager Czech explained that he felt that they would have more clarity by the next Park Commission on what the Parks Master Plan process would look like. He noted that he would also like to get a picture of the full Park Commission tonight before they left, so it could be included in the official workplan document.

Council Liaison Gorham asked if the Vegetative Management Plan was something for the Parks.

Park and Recreation Manager Czech noted that it would be coming up at a Council Work Session meeting in April and would be getting direction from them on how to filter the Vegetative Management Plan down for the City.

Commissioner Hirner noted that one of the things he had not seen within the workplan was the state of the trees.

Council Liaison Gorham explained that his understanding was that the trees were part of the Vegetative Management Plan.

Park and Recreation Manager Czech encouraged the Commission to share some possible meeting topics with him if there were things that they wanted to discuss. He explained that he was trying to create a hopper of topics to be placed on the agenda for a future meeting when there was room on the agenda.

Commissioner Garske suggested that if there was an open meeting, they could consider having a Parks Open House meeting for open discussion and feedback from the residents.

Commissioner Hirner noted that he felt it would be interesting if they could find a way to compare Shorewood with similar cities concerning what others were doing with their city parks in order to find out if the City was behind the eight ball or on the leading edge as well as what type of amenities similar communities were offering.

Commissioner Bahneman stated that she was handed a card at a recent City Council meeting from a realtor who told her he was a musician and asked if there was a way to be included in the Concert in the Park events. She asked how they would go about inviting people to be part of things like that.

Park and Recreation Manager Czech explained that those types of inquiries should be directed to him.

Chair Wenner stated that she loved the layout of the draft workplan and commended Park and Recreation Manager Czech for doing an amazing job listening to the Commission and had incorporated much of what they have been saying at their meetings. She stated that when it was finalized she would like to see it posted to the City's website as well. She referenced the goal statement from August 1996 and explained that she felt that it should be updated, so the goal was more recent.

Park and Recreation Manager Czech stated that would likely be something that could come out of the joint meeting with the Council to make sure that they create a goal that was aligned with the City Council.

Chair Wenner referenced the Parks Master Plan and explained that a few weeks ago she had attended an event where she spoke with Davey Resource Group. She stated that through her conversation she learned that they appeared to have a lot of services that they can provide that the City may not be taking advantage of. She asked if the contractor would be working with Davey Resource Group since they were considered the City's official forester.

Park and Recreation Director Czech explained that the Parks Master Plan would not be tree specific so he did not believe they would work with Davey and reiterated that he felt the trees would fall into the Vegetative Management Plan.

Chair Wenner noted that she loved that the various associations would be coming to Commission meetings because she loved that they would be able to see their needs and understand the kinds of things they were looking for. She noted that with the SCEC she believed that the Commission had talked a bit in the past about programming ideas. She asked if they had different programming ideas, whether that would be something that should be discussed during a Park Commission meeting.

Park and Recreation Manager Czech stated that they have Parks and Recreation Programming as one of the other potential topics session. He noted that the City was going to have some larger discussions about the SCEC coming up in the future.

Chair Wenner asked if the Commission would be working through the Park Commissioner handbook next month.

Park and Recreation Manager Czech stated that was slated for next month's agenda.

Chair Wenner suggested that they make sure to include information on communication channels for Commissioners who may have questions, ideas to share, or if it was okay to e-mail anyone on the Council.

Park and Recreation Manager Czech explained that, in general, communications should filter through him, and he can navigate the appropriate channels.

Chair Wenner stated that she also liked the inclusion of the tentative agenda items and asked Park and Recreation Manager Czech to send updates, when necessary, to the Commission.

E. Tonka United Kick-Off Event

Parks and Recreation Manager Czech noted that the representative from Tonka United was unable to attend tonight's meeting and explained that they have requested to partner with the City and hold a free kick-off event at Freeman Park to help bring some attention to their program. He stated that if this event was successful, they would also like to hold similar events before the summer season ended in late June. He explained that with the involvement of a food truck, it would be considered a Special Event, which would require City Council approval, but he wanted to bring it to the Park Commission first to see what their feelings were on this type of event.

Commissioners discussed details of the event, traffic, parking, partnering with the City, possible public involvement, a possible backup date for the event if there were weather issues, and possible locations for food trucks and inflatables.

Commissioner Garske moved to recommend approval of the Tonka United Kick-Off event to be held during the week of April 28, 2025, through May 2, 2025, with allowance for a food truck to be parked at the event. Commissioner Sylvester seconded the motion. Motion carried 5-0.

F. Off-Leash Dog Signage

Parks and Recreation Manager Czech reviewed examples of the updated off-leash dog signage and asked for Commission feedback.

Commissioner Bahneman stated that she loved the updated signage.

Chair Wenner asked how many total signs there would be.

Park and Recreation Manager Czech explained that if the Commission liked the 3 designs included in the packet, the City could order a few of each sign and rotate them around to various locations, and noted that the intent was for the permanent signs to be at the existing waste stations.

Commissioner Hirner stated that he liked the first two sign examples and felt the third option was okay.

Commissioner Sylvester explained that the third sign was her favorite because that scenario had frequently happened with her and her dog.

The Commission and Council Liaison Gorham discussed a few different layout options for some of the graphics, bolding some text, and suggested some language amendments that shared the same basic information, but were depicted a bit differently.

5. STAFF AND LIAISON REPORTS / UPDATES

A. City Council

Council Liaison Gorham gave a brief report on Council discussions and activities from the Council retreat and recent City Council meetings.

B. Staff

Park and Recreation Manager Czech stated that Mr. Wixo sent him an e-mail that he had just seen an article that fifty-one schools would be putting forth a girls' flag football team this spring with the help of the Minnesota Vikings. He noted that March 31, 2025, was the deadline for firms to submit their RFP for the Parks Master Plan and explained that earlier in the month, he had a question-and-answer session with eight interested firms. He stated that the City may also have a presenting sponsor for the upcoming Concert in the Park event. He explained that the City would be bringing back the Shalo Lee band with Bach to Rock as the opener. He reminded the Commission that for Movie in the Park they would be showing Lilo and Stitch.

C. Commission

Commissioner Hirner stated that for the Concert in the Park, Frankie Torres, lives in Deephaven and may be someone to consider in the future.

Chair Wenner read aloud some information about State of the Parks Three Rivers at Highland Hills and noted that it was so fun. She encouraged the Commission to RSVP if they wanted to attend and noted that it should have come to their email.

Commissioner Hirner cautioned that it would need to be a total of two Commissioners in attendance so they did not violate the open meeting laws.

Park and Recreation Manager Czech stated that if anyone on the Commission intended to go, he asked that they let him know. He stated that he wanted to also officially welcome Commissioner Sylvester to the Park Commission and stated that he was excited to see her perspective be included in their discussions.

7. ADJOURN

Commissioner Hirner moved to adjourn the Park Commission Meeting of March 25, 2025, at 9:06 p.m. Commissioner Garske seconded the motion. Motion carried 5-0.



City Council Meeting Item

Title/Subject: Public Hearing: CUP Amendment for Antenna Installation
Meeting Date: April 14, 2025
Prepared by: Jake Griffiths, Planning Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: April 1, 2025 Planning Commission Memorandum
Applicant's Narrative & Materials
Resolution

Item
6A

APPLICANT: Buell Consulting, Inc. on Behalf of Verizon Wireless
LOCATION: 26350 Smithtown Rd
REVIEW DEADLINE: May 11, 2025

Background

See the attached planning memorandum for detailed background on this request. The request is to add six additional antennas onto the City's water tower near Minnewashta Elementary School. At their April 1, 2025, meeting, the Planning Commission received information on the proposed CUP Amendment and several Commissioners expressed their informal support for the request. As noted in the Planning Commission memorandum, the Commission was unable to hold a public hearing on this request or make a recommendation due to federal regulations requiring action be taken within 60 days.

Notice of the application was sent by postcard to all property owners within 500 feet of the property and by placing a sign on the property. Notice of the public hearing was sent by US mail to all property owners within 500 feet of the property at least 10 days prior to the public hearing, published in the City's official newspaper, on the City's website, and at City Hall. No public comments were received prior to the publication this report.

Financial Considerations

The application fees are adequate to cover the cost of processing the request. If approved, the City will negotiate a lease with Verizon Wireless that will bring additional revenue from the site.

Action Requested

The City Council is requested to hold a public hearing on the proposed Conditional Use Permit Amendment. After the public hearing is completed, a motion is requested to approve the proposed Conditional Use Permit Amendment with the conditions included in the attached resolution. This motion requires a simple majority vote.



Planning Commission Meeting Item

Item
5B

Title/Subject: Receive Information for CUP Amendment for Additional Antenna Installation on Water Tower at 26350 Smithtown Rd

Meeting Date: April 1, 2025

Prepared by: Jake Griffiths, Planning Director

Attachments: Location Map
Applicant's Narrative & Materials

APPLICANT: Buell Consulting, Inc.
LOCATION: 26350 Smithtown Rd
REVIEW DEADLINE: May 11, 2025
COMPREHENSIVE PLAN: Public/Semi-Public
ZONING: R-1A Single Family

BACKGROUND

Buell Consulting, Inc. has applied for a Conditional Use Permit (CUP) Amendment on behalf of Verizon Wireless to install six additional antennas on the water tower at 26350 Smithtown Rd. This property is also home to Minnewashta Elementary School.

Normally the Planning Commission would hold a public hearing, review, and provide a recommendation to the City Council for this type of application. However, since this application is not classified as a "substantial change" by federal law the City is obligated to make a decision on the application within 60 days pursuant to FCC Ruling 18-133. Unfortunately, this shortened timeline means that review by the Planning Commission is not possible as the City does not have enough time to publish the required notice in the newspaper in advance of the May meeting and still meet the 60-day review timeline. As a result, the public hearing for this application will be conducted by the City Council at their April 14th meeting and they will make a decision on this application without a Planning Commission recommendation. As this type of situation is historically uncommon in Shorewood, staff have provided this report to the Commission as a courtesy so that it is aware of the application and has the opportunity to provide informal feedback to the City Council.

ANALYSIS

The 205-foot water tower is owned by the City of Shorewood but located on land owned by ISD 276. Previous CUP amendments were approved in 2000 (ATT and APT), 2008 (TTM), 2009 (Clearwire) and 2021 (Verizon). The majority of the adjacent properties are owned by the school district or are single-family homes. The applicant would install six new antennas about 116-feet above grade on the existing water tower. The cables connecting the antennas and related equipment would be placed inside the tower.

All CUP applications for antennas are reviewed according to the standards listed in City Code 1201.04, Subd. 1. Which includes the following:



- Consistent with the Comprehensive Plan.

Staff finds that the application is consistent with the policy of the Comprehensive Plan and Zoning Ordinance to encourage additional antennas on existing structures rather than to have additional freestanding towers constructed.

- Compatible with present and future land uses in the area.

Impacts to adjacent properties would be minimal. The antennas would be similar to the existing equipment in the area and likely would not be noticed by drivers passing by on Smithtown Rd.

- Will not tend to or actually depreciate the area in which it is proposed.

No impact to property values is anticipated as part of the request. The proposed equipment is similar to the existing equipment on the site.

- The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

No public services are needed to accommodate the request.

- Conform to applicable regulations in City Code 1201.03, Subd. 21 relative to telecommunication towers and facilities and other sections of the zoning regulations as may be applicable.

The zoning ordinance requires all equipment to be consistent with the FCC's allowable radiation emission requirements. The applicant has indicated that the proposed equipment is FCC certified. Because the equipment would be placed on the City's water tower, the City Council will be reviewing a lease. As part of that lease, the applicant is required to provide drawings and pay for a structural evaluation by the City's tower consultants.

RECOMMENDATION

Staff recommends approval of the Conditional Use Permit Amendment subject to the following conditions:

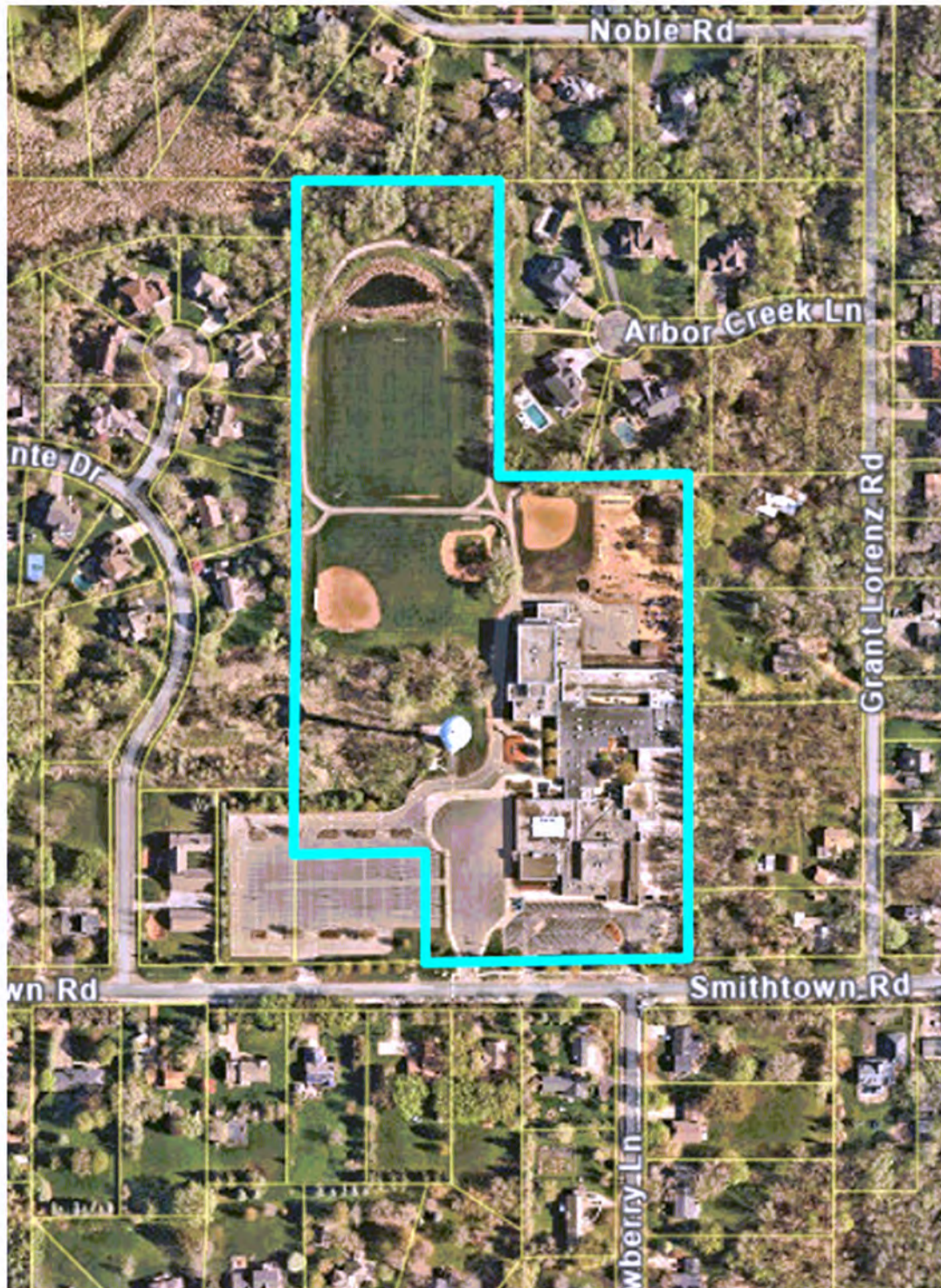
- The applicant must apply for and acquire all necessary building permits prior to beginning any construction on the site.
- The applicant must provide a copy of the FCC certification for the proposed equipment relative to radiation emission requirements.
- Prior to the issuance of any permits, the City Council shall approve a lease for the use of the City's water tower and the applicant shall execute the lease.
- The applicant shall revise the plans to indicate that all antennas and all equipment, including any shrouds, shall be white, pale grey, or a similar color to the existing water tower.
- The exterior lights shall be turned off unless a technician is accessing the site at night or during an emergency.

- All disturbance to the site shall be restored to preconstruction condition by the next growing season.

REQUESTED ACTION

The Commission is requested to receive information on the proposed Conditional Use Permit Amendment. The Commission may provide informal feedback to the City Council; however, the Commission should refrain from making a formal motion or recommendation.

26350 Smithtown Road Location Map





BUELL CONSULTING, INC.
9973 Valley View Rd
Minneapolis, MN 55344
(651) 361-8110
www.buellconsulting.com

February 12, 2025

City of Shorewood
Planning & Protective Inspections
Attn: Marie Darling
5755 Country Club Rd
Shorewood, MN 55331

RE: Verizon Proposed equipment upgrade located at: 26350 Smithtown Road, Shorewood,
MN 55331
Wireless Site Name / MDG Location ID: MIN WILDROSE / 5000327441

Marie,

Verizon is proposing to upgrade their installation at this site by upgrading equipment on the existing wireless communication structure. Verizon's installation is a collocation upgrade and will not increase the height of the existing structure. Verizon will not be expanding the size of the current lease compound. This upgrade will consist of adding six (6) additional antennas and associated equipment to the existing lease space.

Enclosed, please find the following:

- (1) CUP Application
- (1) Escrow of \$1000 & Non-Residential application fee of \$600 = \$1,600.00 total
- (1) Eligible Facilities Request Form
- (1) Construction drawings 11" x 17"
- (1) Structural analysis

Please email, or mail any correspondence to:

Sincerely,

Justin Gartner
Site Development Agent
Buell Consulting, Inc. On Behalf of Verizon Wireless
9973 Valley View Rd
Minneapolis, MN 55344
EMAIL: jgartner@buellconsulting.com
PHONE: 507-327-2329

Verizon Wireless 60-Day Eligible Facility Request Modification of Existing Wireless Tower not in the Right-of-Way

Request Date: 2/12/2025

Jurisdiction: City of Shorewood, MN

Departments: Building and Planning

Site Address: 26350 Smithtown Road, Shorewood, MN 55331

Verizon Wireless Contact: Justin Gartner, 507-327-2329, jgartner@buellconsulting.com,
agent for Buell Consulting on behalf of Verizon Wireless

This document serves as Verizon Wireless's eligible facilities request to modify an existing wireless facility at the above-referenced site address. This eligible facilities request must be approved administratively under Section 6409 of the federal Spectrum Act and Federal Communications Commission ("FCC") rules. Review by the City of Shorewood is limited to determining whether the proposed modification qualifies as an eligible facilities request that does not substantially change the physical dimensions of the wireless tower. All permits necessary to commence construction must be approved within 60 days of the request date set forth above, subject to tolling for incompleteness.

Project Description

The existing wireless facility is owned by the City of Shorewood. Verizon Wireless is a tenant of the City of Shorewood's.

As currently installed, the facility consists of: a 205.1' Water Tower and an existing ground-mounted equipment and shelter. Verizon Wireless has antennas and radio units mounted on the tower at 116.8' above ground level.

To accommodate new wireless technologies, Verizon Wireless proposes to: add six (6) additional antennas and associated equipment to the existing lease space. No additional changes are proposed for the modification.

FCC Rules for Eligible Facilities Requests

The Spectrum Act states that "a State or local government may not deny, and shall approve, any eligible facilities request for a modification of an existing wireless tower or

base station that does not substantially change the physical dimensions of such tower or base station.”¹ An “eligible facilities request” is defined to include any collocation, removal, or replacement of existing equipment.²

The FCC adopted rules providing legally binding guidance on key terms of the Spectrum Act, notably defining “substantial change” with the six thresholds described below.³ The FCC requires that qualifying eligible facilities requests be approved within 60 days, subject to tolling for incompleteness.⁴ The 60-day period begins when an applicant takes the first procedural step required by a local government, and submits written documentation.⁵ The only submittal documents a local government can require are those relevant to determining if a proposed modification qualifies as an eligible facilities request.⁶ If a local government does not render a decision within the 60-day period, an eligible facilities request can be deemed granted by operation of law.⁷

The Proposed Modification Does Not Constitute a “Substantial Change”

Below are the FCC’s six “substantial change” thresholds for a wireless tower not in the right-of-way,⁸ each followed by an explanation that the proposed modification does not exceed that threshold.

- 1) It increases the height of the tower by more than 10% or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty feet, whichever is greater.

There are no proposed changes to the tower height.

- 2) It involves adding an appurtenance to the body of the tower that would protrude from the edge of the tower more than twenty feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.

The added antennas will not add 20-ft of width to the tower

- 3) Involves the installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four.

There are no new cabinets being proposed for this scope of work.

- 4) It entails any excavation or deployment of transmission equipment outside of the current site by more than 30 feet in any direction. The site boundary from which 30 feet is measured excludes any access or utility easements currently related to the site. The “site” is as defined at 47 C.F.R. § 1.6100(b)(6).

Excavation is not required for the proposed scope of work.

- 5) Would defeat any concealment elements of the existing facility.

There are no concealment elements at the existing facility.

- 6) Does not comply with conditions associated with the prior approval of the existing facility, unless the non-compliance is due only to a change in height, width, etc., that does not exceed the first four thresholds.

The proposed scope of work does not conflict with any conditions of approval for this permitted communications facility.

Conclusion

In sum, the modification qualifies as an “eligible facilities request” under the Spectrum Act and FCC rules, because it does not exceed any of the thresholds such that it would “substantially change” the physical dimensions of the existing wireless tower. Failure to process this eligible facilities request and approve all necessary permits within 60 days may result in the request being deemed granted by operation of law.

The undersigned is the person who prepared this application, and with knowledge of the contents and representations made herein attests to the truth and completeness of the information. Verizon Wireless' telecommunications facilities shall be maintained in a safe manner, and in compliance with all conditions of the Eligible Facility Permit, without exception, unless specifically granted relief by the City in writing, as well as all applicable and permissible local codes, ordinances, and regulations, including any and all applicable City, State, and Federal Laws, rules, and regulations.

Installation of the modifications is legally permissible, including but not limited to Verizon Wireless' authorization to do business in the State of Minnesota.

Submitted on behalf of Verizon Wireless

Justin Gartner

Digitally signed by Justin Gartner
DN: cn=Justin Gartner, o=Verizon Wireless, ou=Legal Department
Email=justin.gartner@verizon.com, c=US
Date: 2023.07.11 11:45:34 -0500

Justin J. Gartner

¹ 47 U.S.C. § 1455(a)(1).

² 47 U.S.C. § 1455(a)(2).

³ See Report and Order FCC 14-153, 29 FCC Rcd. 12865 (FCC October 17, 2014); see also Report and Order FCC 20-153, 2020 WL 6501650 (FCC October 27, 2020).

⁴ See 47 C.F.R. § 1.6100(c)(2), (3).

⁵ Declaratory Ruling FCC 20-75, 35 FCC Rcd 5977, ¶ 16 (FCC June 9, 2020).

⁶ See 47 C.F.R. § 1.6100(c)(1).

⁷ See 47 C.F.R. § 1.6100(c)(4).

⁸ See 47 C.F.R. § 1.6100(b)(7).

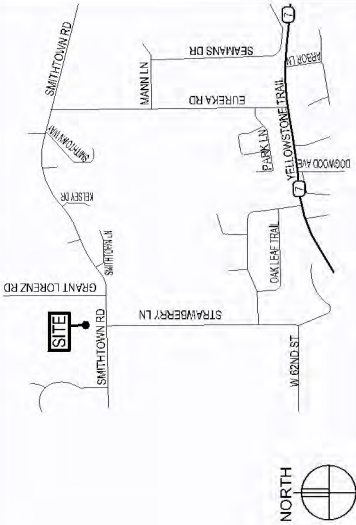


MIN WILDROSE
2024 C-BAND

SITE PHOTO



VICINITY MAP



SHEET INDEX	
SHEET	SHEET DESCRIPTION
T-1	COVER SHEET
A-1	PLANS
A-2	ELEVATIONS
A-3	EXISTING KEYS & SPECIFICATIONS
A-4	PROPOSED KEYS
A-5	PHOTOS
A-6	THIRD PARTY NOTES & SPECIFICATIONS

ISSUE SUMMARY	
REV	DESCRIPTION
PRE-A	ISSUED FOR INTERNAL REVIEW/STRUCTURAL
A	ISSUED FOR REVIEW
B	ISSUED FOR REVIEW

VZW DEPARTMENTAL APPROVALS	
JOB TITLE	NAME
RF ENGINEER	JORDAN ALSTAD
CONSTRUCTION ENGINEER	ANDREW FRETTE
	DATE
	01-06-25
	01-07-25

LESSOR / LICENSOR APPROVAL	
SIGNATURE	PRINTED NAME
	DATE
LESSOR / LICENSOR: PLEASE CHECK THE APPROPRIATE BOX BELOW	
☐ NO CHANGES	☐ CHANGES NEEDED. SEE COMMENTS ON PLANS.

SITE LOCATION

CONTACTS	
LESSOR:	CITY OF SHOREWOOD 5755 COUNTRY CLUB ROAD SHOREWOOD, MN 55331
LESSEE:	VERIZON WIRELESS 10801 BUSH LAKE ROAD BLOOMINGTON, MN 55438 (612) 946-4700 CONSTRUCTION DEPARTMENT
DESIGNER:	DESIGN 1 OF EDEN PRAIRIE 5873 VALLEY VIEW ROAD EDEN PRAIRIE, MN 55344 (952) 930-5256
STRUCTURAL ENGINEER: (MOUNT ANALYSIS)	NETWORK BUILDING & CONSULTING, LLC 1777 SENTRY PARKWAY W. - VEVA 17 SUITE 400 BLUE BELL, PA 19422 (267) 460-0122
STRUCTURAL ENGINEER: (TOWER ANALYSIS)	HERZOG ENGINEERING 1334 81ST AVENUE NORTHEAST SPRING LAKE PARK, MN 55432 (912) 844-1234
THIRD PARTY NOTES: 1) A PRE-CONSTRUCTION CONFERENCE WITH VERIZON REPRESENTATIVES, VERIZON CONTRACTOR AND SUBCONTRACTORS, THE CITY OF ROBBINSDALE AND KUM SHOULD BE SCHEDULED TO DISCUSS THE CONSTRUCTION. PRIOR TO CONSTRUCTION, THE VERIZON CONTRACTOR SHOULD PROVIDE WELDER'S QUALIFICATION CERTIFICATES FOR KUM REVIEW. 2) KUM WILL BE PERFORMING INSPECTIONS OF THE INSTALLATION. THE VERIZON CONTRACTOR WILL NEED TO CONTACT KUM TO SCHEDULE BOTH FIELD AND SHOP INSPECTIONS. TAD OACHS WILL BE IN CHARGE OF KUM INSPECTIONS FOR THIS PROJECT. CONTACT: 612-461-8016 OR TAD@BELLWAVEENGINEERING.COM	

PROJECT INFORMATION	
SITE NAME:	MIN WILDROSE
PROJECT NUMBER:	17048042
SITE ADDRESS:	26350 SMITHTOWN ROAD SHOREWOOD, MN 55331
COUNTY:	HENNEPIN
LATITUDE:	N 44° 53' 59.4"
LONGITUDE:	W 93° 36' 57.7"
FCC ASR #:	1279351
GRADE ELEVATION:	967.2' AMSL (PER FCC ASR)
ANTENNA TIP HEIGHT:	VARIES SEE A-4
ANTENNA CENTERLINE HEIGHT:	VARIES SEE A-4
STRUCTURE HEIGHT:	201.1' AGL (PER FCC ASR)
OVERALL STRUCTURE HEIGHT:	203.1' AGL (PER FCC ASR)
GENERATOR ON SITE:	NO
TOWER BUILT:	1996
BASED ON RFDS DATED:	11-19-24
PROJECT DESCRIPTION:	REMOVE • NOT APPLICABLE PROCESSED • (6) HYBRID ANTENNAS • (8) HYBRID JUMPERS • POWERSHIFT EQUIPMENT

HERZOG ENGINEERING
1334 81ST AVE NE
SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.COM

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE PROFESSIONAL ENGINEERING ACT OF THE STATE OF MINNESOTA.

SIGNATURE:
NAME: Joshua Herzog
DATE: 01/06/2025
HE # 241479
LICENSE NUMBER: 42992

DESIGN 1 OF EDEN PRAIRIE
5873 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
WWW.DESIGN1OFEDENPRAIRIE.COM

10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 946-4700

PROJECT
17048042
LOC. CODE # 518427

MIN
WILDROSE
2024 C-BAND

26350 SMITHTOWN ROAD
SHOREWOOD, MN 55331

SHEET CONTENTS:
SITE PHOTO
SHEET INDEX
ISSUE SUMMARY
APPROVALS
SITE LOCATION
CONTACTS
PROJECT INFORMATION

DRAWN BY: MJS
DATE: 10-19-24
CHECKED BY: TSS
PRE-REV A: 12-13-24
REV A: 01-02-25
REV B: 01-07-25

T-1



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PLAN, SPECIFICATION, OR REPORT
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MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF
MINNESOTA.

SIGNATURE: [Signature]
NAME: Joshua Herzog
DATE: 01/08/2025
LICENSE NUMBER: 42392
EE # 211479



verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 946-4700

PROJECT
17048042
LOC. CODE # 518427

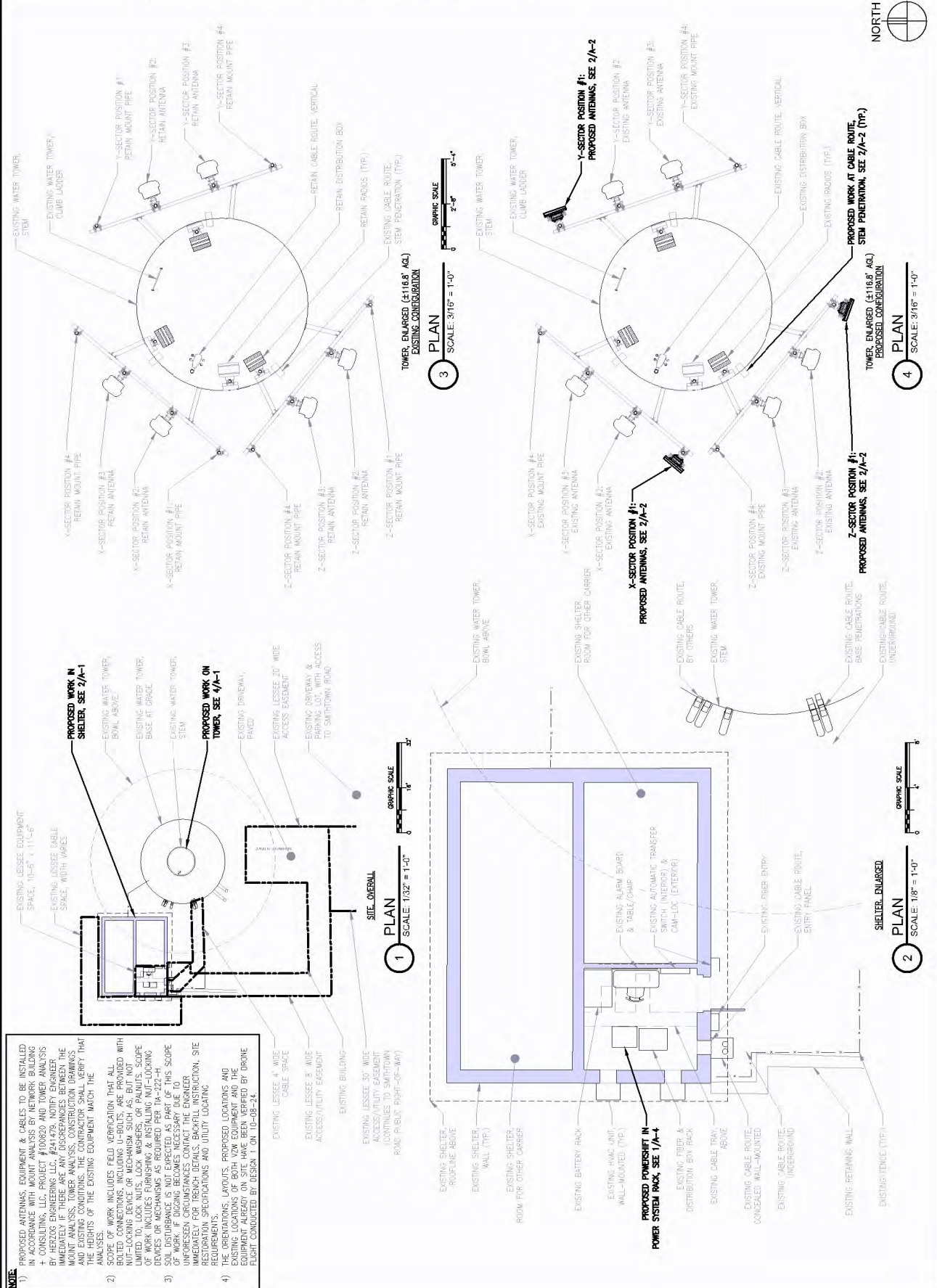
MIN
WILDROSE
2024 C-BAND

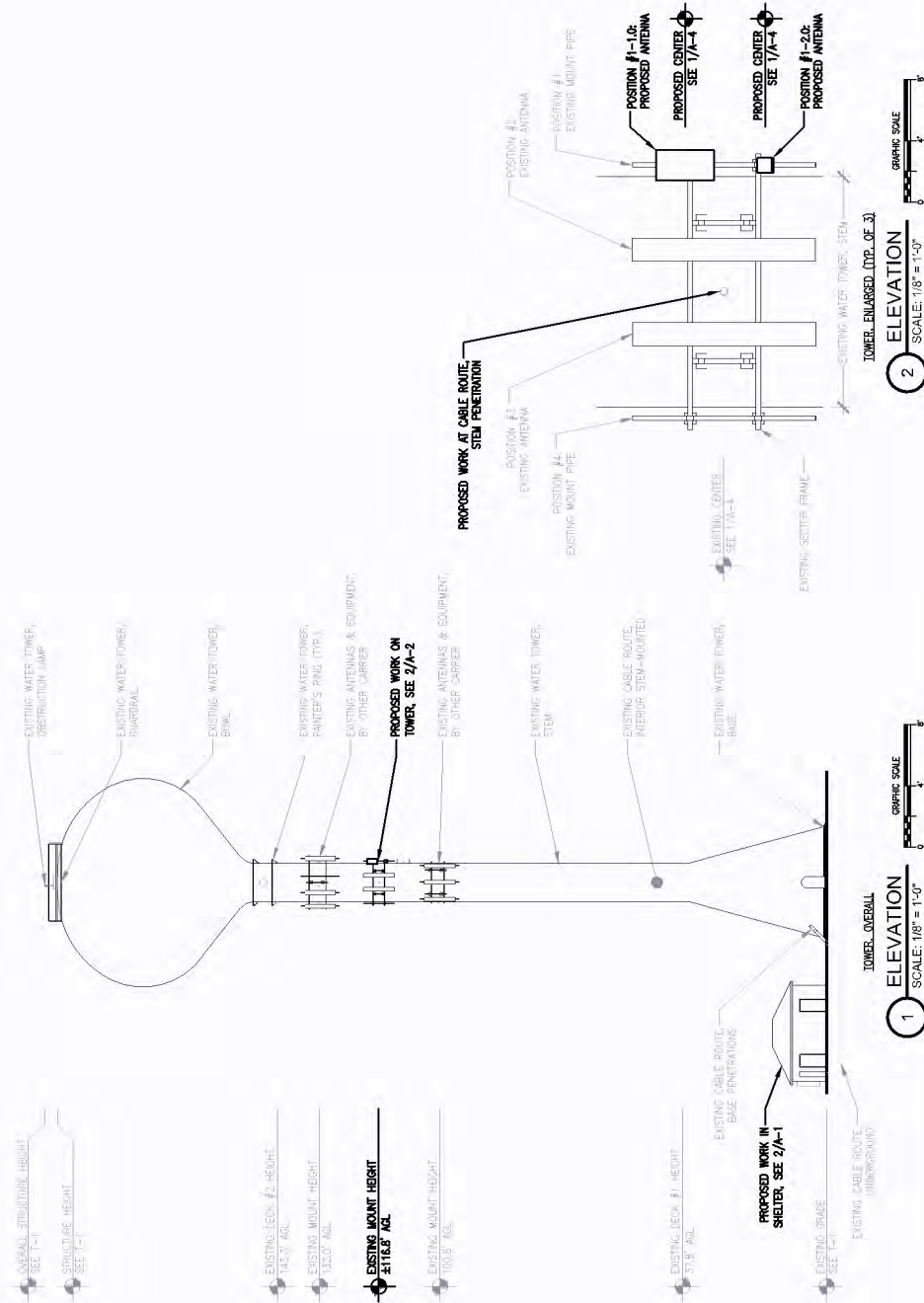
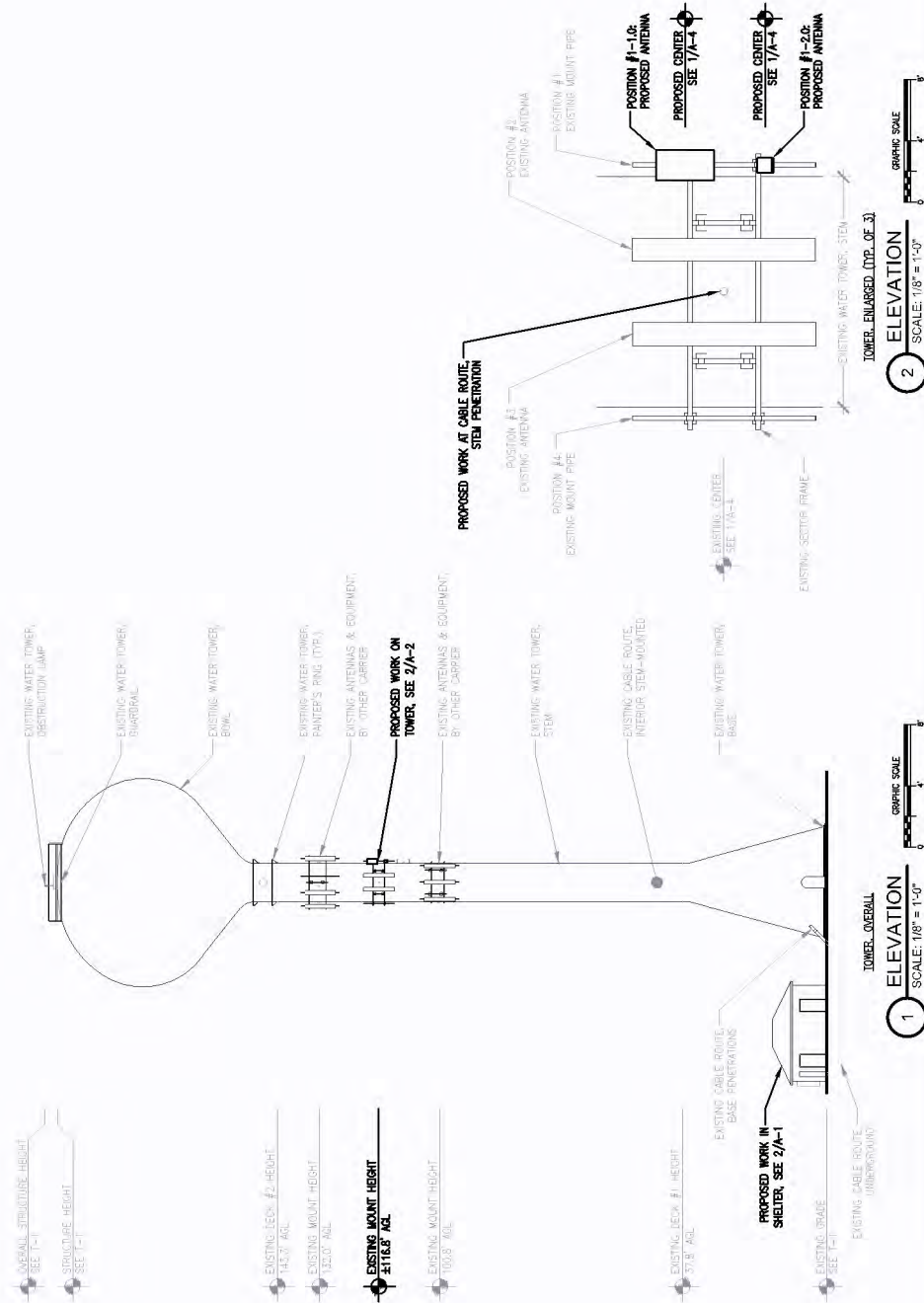
6350 SMITHTOWN ROAD
SHOREWOOD, MN 55331

SHEET CONTENTS:
PLANS

DRAWN BY:	MJS
DATE:	10-18-24
CHECKED BY:	TRB
PRE-REV. A	12-13-24
REV. A	01-02-25
REV. B	01-07-25

A-1





NOTE.

[illegible]

I	

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ENGINEERING**
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SPRING LAKE PARK, MN 55432
(612) 844-1234
WWW.HERZOGENGINEERING.COM

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PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF
MINNESOTA.

SIGNATURE: [Signature]
NAME: Joshua Herzog
DATE: 01/08/2025
LICENSE NUMBER: 42392
HE #: 241479

DESIGN 1
9673 VALLEY VIEW RD.
EDEN PRAIRIE, MN 55344
(952) 903-9299
WWW.DESIGN1EP.COM

verizon
10801 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(952) 948-4700

PROJECT
17048042
LOC. CODE # 518427

MIN
WILDROSE
2024 C-BAND

26350 SMITHTOWN ROAD
SHOREWOOD, MN 55331

SHEET CONTENTS:
ELEVATIONS

DRAWN BY:	MJS
DATE:	10-18-22
CHECKED BY:	TRC
PRE-REV. A	12-13-22
REV. A	01-02-23
REV. B	01-07-23

A-2

WRAPPING SPECIFICATIONS

- 1) SCOPE OF WORK INCLUDES PROVIDING COORDINATION OF THE MATERIALS AND LABOR FOR WRAPPING THE FOLLOWING COMPONENTS WITH CONCEALEMENT FILM:
- PROPOSED ERICSSON #R6419 ANTENNA
 - PROPOSED ERICSSON #R6419 ANTENNA
 - PROPOSED ERICSSON #R6419 ANTENNA
 - CONTRACTOR TO FURNISH THE ANTENNAS WITH CONCEALEMENT FILM. CONCEALEMENT FILM TO BE PRINTED A FILM 480MC". CONCEALEMENT FILM TO BE PERFORMED BY A 3M MCS CERTIFIED GRAPHICS MANUFACTURER.
 - PRINTED CONCEALEMENT FILM TO BE COVERED WITH 3M CONCEALEMENT FILM TO BE INSTALLED ON ANTENNAS AND TAGS. HEAT-SINK FINS, VENTILATION HOLES, CABLE CONNECTIONS/RF INTERFACE & MOUNTING HARDWARE.
 - INSTALLATION OF THE OVERLAPPED, PRINTED CONCEALEMENT FILM ONTO ANTENNAS TO BE BY A TRAINED 3M "PREFERRED" INSTALLATION COMPANY FOR PROVIDING THE PROPER 3M CONCEALEMENT FILM CONTACT.
- NICHOLAS LOWRY

BRAND INK

99 FIFTH AVE NW, SUITE 300

ST. PAUL, MN 55112

OFFICE: (612) 256-2786

FAX: (612) 234-4287

EMAIL: NICK@BRANDINK.COM

WEBSITE: WWW.BRANDINK.COM

PAINTING SPECIFICATIONS

- 1) FOR PAINTING THE FOLLOWING COMPONENTS:
- PROPOSED HUBER+SUHNER HYBRID JUMPER
 - TOWER, FIELD VERIFY COLOR MATCH & OBTAIN LESSOR APPROVAL OF COLOR PRIOR TO APPLICATION.
 - PAINTING SHALL EXCLUDE MANUFACTURER'S LABELS, VZW CONNECTIONS/RF INTERFACE & MOUNTING HARDWARE.
 - TANK OR WRAPINGS OF PROPOSED CABLES MAY BE IN ACCEPTABLE SUBSTITUTION FOR PAINTING WITH LESSOR APPROVAL.
 - FOR ADDITIONAL INFORMATION & REQUIREMENTS, SEE IHRO PARTY SPECIFICATIONS ON SHEET A-6.



HERZOG ENGINEERING
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SPRING LAKE PARK, MN 55432
(612) 846-1224
WWW.HERZOGENGINEERING.COM

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SIGNATURE: *[Signature]*
NAME: Joshua Herzog

DATE: 07/08/2025

LICENSE NUMBER: 42992

HE # 241479



8973 VALLEY VIEW RD.
EDEN PRARIE, MN 55444
WWW.DESIGN14.COM



1001 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
(612) 946-4700

PROJECT
17048042
LOC. CODE # 519427

MIN
WILDROSE
2024 C-BAND

28350 SMITHTOWN ROAD
SHOREWOOD, MN 55331

SHEET CONTENTS:
EXISTING KEYS & SPECIFICATIONS

DRAWN BY: MJS
DATE: 10-18-24
CHECKED BY: TGB
PREPARED BY: 12-13-24
REV. A 01-02-25
REV. B 01-07-25

A-3

CABLE/EQUIPMENT KEY											

FOR REFERENCE ONLY:
HYBRID CABLE LENGTH:
HORIZONTAL = 65'
VERTICAL = 145'
EXTRA = 10'
TOTAL = 120'

EXISTING KEYS

1

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ENGINEERING

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SPRING LAKE PARK, MN 55432

(612) 844-1234

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SIGNATURE

NAME

Joshua Herzog

DATE

01/08/2025

LICENSE NUMBER

42592

HE #

241479

DESIGN

8873 VALLEY VIEW RD.

EDEN PRAIRIE, MN 55444

TEL: 952.946.4700

WWW.DESIGNHPC.COM

PROJECT

17048042

LOC. CODE #

518427

MIN

WILDROSE

2024 C-BAND

28350 SMITHTOWN ROAD

SHOREWOOD, MN 55331

SHEET CONTENTS:

PROPOSED KEYS

M.S.

DRAWN BY:

10-15-24

CHECKED BY:

TGB

12-13-24

PREPARED BY:

REV. A

01-02-25

REV. B

01-07-25

A-4

NOTE:

- SCOPE OF WORK INCLUDES FURNISHING & INSTALLING ALL CABLE/JUMPER ATTACHMENT HARDWARE INCLUDING, BUT NOT LIMITED TO, BRACKETS, SINGE-HOLE, DOUBLE-HOLE, AND TRIPLE-HOLE CABLE MARKERS. ALL HARDWARE SHALL BE PROVIDED BY THE CLIENT. THE DESIGNER/ENGINEER SHALL VERIFY THE REQUIRED MARKER TYPE, FIELD VERIFY THE MARKER TYPE, AND PROVIDE THE REQUIRED MARKER TYPE TO THE CLIENT.
- SCOPE OF WORK INCLUDES FURNISHING & INSTALLING CABLES, INSERTS AND/OR BOOT KITS TO WEATHERSEAL CABLE ROUTE PORTS, FIELD VERIFY SIZE & TYPE REQUIRED.
- THE DESIGNER/ENGINEER OF RECORD MAKES NO WARRANTY, EXPRESS OR IMPLIED, ON THE QUALITY OF THE WORK OR THE PROPERLY BRACKETS, CABLES, PARTS FROM A WIND EXPOSURE.

ANTENNA KEY										CABLE EQUIPMENT KEY									
AZIMUTH	POSITION	FUNCTION	QTY	MANUFACTURER	MODEL	MOD. TYPE	LENGTH	TIP	CENTER	ELEC. DT	MECH. DT	STATUS	QTY	TYPE	DESCRIPTION	MANUFACTURER	MODEL	STATUS	
X-SECTOR	310°	1-1.0	-	1	ERSSON	ARR419	C-BAND	31"	119.7°	118.5°	-1"	PROPOSED	1	JUMPER	HYBRID	HUBER-SHIMMER	#8241989	PROPOSED	
	310°	1-2.0	-	1	ERSSON	KRE10281/1	CRBS	8"	115.3°	115.0°	0"	PROPOSED	1	JUMPER	HYBRID	HUBER-SHIMMER	#8241989	PROPOSED	
	310°	2.1	TV/RX1	-	JMA	MODPRO860-10	200/850	96"	120.8°	118.5°	2"	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	310°	2.2	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	310°	2.3	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	310°	2.4	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	310°	2.5	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	310°	2.6	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	310°	2.7	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	310°	2.8	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
Y-SECTOR	70°	1-1.0	-	1	ERSSON	ARR419	C-BAND	31"	119.7°	118.5°	-1"	PROPOSED	1	JUMPER	HYBRID	HUBER-SHIMMER	#8241989	PROPOSED	
	70°	1-2.0	-	1	ERSSON	KRE10281/1	CRBS	8"	115.3°	115.0°	0"	PROPOSED	1	JUMPER	HYBRID	HUBER-SHIMMER	#8241989	PROPOSED	
	70°	2.1	TV/RX1	-	JMA	MODPRO860-10	200/850	96"	120.8°	118.5°	2"	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	70°	2.2	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	70°	2.3	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	70°	2.4	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	70°	2.5	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	70°	2.6	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	70°	2.7	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	70°	2.8	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
Z-SECTOR	200°	1-1.0	-	1	ERSSON	ARR419	C-BAND	31"	119.7°	118.5°	-1"	PROPOSED	1	JUMPER	HYBRID	HUBER-SHIMMER	#8241989	PROPOSED	
	200°	1-2.0	-	1	ERSSON	KRE10281/1	CRBS	8"	115.3°	115.0°	0"	PROPOSED	1	JUMPER	HYBRID	HUBER-SHIMMER	#8241989	PROPOSED	
	200°	2.1	TV/RX1	-	JMA	MODPRO860-10	200/850	96"	120.8°	118.5°	2"	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	200°	2.2	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	200°	2.3	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	200°	2.4	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	200°	2.5	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	200°	2.6	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	200°	2.7	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	
	200°	2.8	TV/RX1	-	-	-	200/850	-	-	-	-	EXISTING	-	RADIO	LOW-BAND	ERSSON	#4449	EXISTING	

ADDITIONAL EXISTING UNLESS NOTED OTHERWISE:

(1) DISTRIBUTION BOX, RAYCAP #RMC-4500-9W-48 (IN SHELTER, SEE 2/A-1)

(2) HYBRID CABLE, COMSCOPE #HT1410-45RH-15 (SHELTER TO SECTORS)

(3) DISTRIBUTION BOX, RAYCAP #RMC-4500-9W-48 (IN TOWER, SEE 4/A-1)

PROPOSED (1) POWERSHIFT EQUIPMENT, DC UP-CONVERTER UNIT (IN SHELTER, SEE 2/A-1)

PROPOSED (5) POWERSHIFT EQUIPMENT, DC UP-CONVERTER MODULES (IN SHELTER, SEE 2/A-1)

FOR REFERENCE ONLY:
HORIZONTAL = 65°
VERTICAL = 145°
EXTRA = 10°
TOTAL = 207°

1 PROPOSED KEYS

HERZOG

ENGINEERING

1334 81st AVE NE

SPRING LAKE PARK, MN 55432

(612) 844-1224

WWW.HERZOGENGINEERING.COM

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SIGNATURE *Justin Herzog*

NAME Justin Herzog

DATE 07/08/2025

LICENSE NUMBER 42392

HE # 241479

DESIGN

8973 VALLEY VIEW RD.

EDEN PRARIE, MN 55444

954-940-0000

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verizon

1000 BUSH LAKE ROAD

BLOOMINGTON, MN 55438

(612) 945-4700

PROJECT

17048042

LOC. CODE # 519027

MIN

WILDROSE

2024 C-BAND

26350 SMITHTOWN ROAD

SHOREWOOD, MN 55331

SHEET CONTENTS:

PHOTOS

MJS

DRAWN BY:

DATE 10-18-24

CHECKED BY: TGB

DATE 12-13-24

PREPARED BY: A

DATE 01-02-25

REV B

DATE 01-07-25

A-5

WATER TOWER
NORTH
1 PHOTO
SCALE: NONE

WATER TOWER, VIEWED SOUTH
2 PHOTO
SCALE: NONE

WATER TOWER, STEM
3 PHOTO
SCALE: NONE

Y-SECTOR
4 PHOTO
SCALE: NONE

Y-SECTOR
5 PHOTO
SCALE: NONE

Z-SECTOR
6 PHOTO
SCALE: NONE

CABLE ROUTE
7 PHOTO
SCALE: NONE

CABLE ROUTE-SHELTER
8 PHOTO
SCALE: NONE

SHELTER, VIEWED SOUTHEAST
9 PHOTO
SCALE: NONE

SHELTER, CABLE ROUTE
10 PHOTO
SCALE: NONE

SHELTER, VIEWED NORTHWEST
11 PHOTO
SCALE: NONE

SHELTER, VIEWED NORTHEAST
12 PHOTO
SCALE: NONE



**HERZOG
ENGINEERING**
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WWW.HERZOGENGINEERING.COM

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MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED
PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF
MINNESOTA.

SIGNATURE: *Johnna Herzog*
NAME: Johnna Herzog
DATE: 01/08/2025
LICENSE NUMBER: 42392
HE #: 241479

DESIGN
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EDEN PRAIRIE, MN 55444
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1000 BUSH LAKE ROAD
BLOOMINGTON, MN 55438
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PROJECT
17048042
LOC. CODE # 518027

MIN
WILDROSE
2024 C-BAND

26350 SMITHTOWN ROAD
SHOREWOOD, MN 55331

SHEET CONTENTS:
THIRD PARTY NOTES &
SPECIFICATIONS

DRAWN BY: MJS
DATE: 10-18-24
TGB
CHECKED BY: TGB
DATE: 12-13-24
REV. A 01-02-25
REV. B 01-07-25

A-6

THIRD PARTY SPECIFICATIONS

- 1) PAINTING OF ALL NEW ITEMS, AND REPAIR OF ALL DAMAGED AREAS OF THE TOWER WILL BE REQUIRED.
- 2) SURFACE PREPARATION AND PAINTING REQUIREMENTS ARE AS FOLLOWS:
 - REPAIR ALL SURFACES IN CONTACT WITH SOLVENTS, SOLVENT CLEANING. DO NOT USE SOLVENTS ON SURFACES TO BE COATED WITH WATER-BASED COATING.
 - UNDER THE DIRECTION OF THE ENGINEER, SPOT REPAIR THE TANK AND TOWER SURFACES WHERE THE COATING HAS BEEN DAMAGED BY STRUCTURAL REPAIRS AND MODIFICATIONS, TO AN SSPC-SP-10 NEAR WHITE METAL BLAST CLEAN. THIS WORK INCLUDES ALL NEW ITEMS AND AT OTHER AREAS DAMAGED BY STRUCTURAL REPAIRS OR MODIFICATIONS. FEATHER EDGES OF EXISTING COATING, AT SPOT BLASTED AREAS, USING SSPC-SP-3.
 - REPAIR ALL TOOLS, EQUIPMENT, AND SURFACES TO BE COATED WITH WATER-BASED COATING.
 - BEFORE PRIMER OR COATING IS APPLIED, METAL SURFACES SHALL BE COMPLETELY DRY, DUST FREE, UNOCCUPIED, AND APPROVED BY THE ENGINEER.
- 3) NO COATING SHALL BE PERMITTED WHEN THE RELATIVE HUMIDITY IS EXPECTED TO EXCEED 85% OR TEMPERATURE IS EXPECTED TO DROP BELOW 40 DEGREES WITHIN 8 HOURS AFTER THE APPLICATION OF THE COATING. PROCEED WITH SURFACE PREPARATION AND COATING APPLICATION ONLY WHEN AIR AND SURFACE TEMPERATURES ARE ABOVE THE MANUFACTURER'S RECOMMENDED MINIMUM SURFACE TEMPERATURE AND BELOW 90 DEGREES F. COATING SHALL NOT BE APPLIED TO DUSTY, WET, OR DAMP SURFACES, AND SHALL NOT BE APPLIED IN RAIN, SNOW, FOG, OR MIST. IF WORKING CONDITIONS ARE QUESTIONABLE, THE ENGINEER SHALL MAKE THE DECISION AND THE CONTRACTOR SHALL ACCEPT THE ENGINEER'S INTERPRETATION AS FINAL AND BINDING.
- 4) PRIME COAT MUST BE APPLIED WITHIN 8 HOURS OF ABRASIVE BLASTING.
- 5) APPLY BY BRUSH ONE (1) ADDITIONAL COAT OF PRIMER TO ENSURE A UNIFORM COAT OF PRIMER THROUGHOUT WORKED INTO AND AROUND ALL SEAMS, WELDS, BOLT ASSEMBLIES, PLATE OVERLAP SEAMS, AND OTHER AREAS.
- 6) FINISH COAT SHALL BE UNIFORM IN COLOR AND SHEEN WITHOUT STREAMS, LAPS, RUNS, SAGS OF MISSED AREAS.
- 7) ANTENNAS, EXTERIOR COAX CABLES AND EXTERIOR JUMPER CABLES TO BE PAINTED TO MATCH EXISTING TANK COLOR. ALL ITEMS ATTACHED DIRECTLY TO THE TANK, SUCH AS MOUNTING BRACKETS AND SUPPORTS, SHOULD BE PAINTED TO MATCH EXISTING TANK COATING SYSTEM AND COLOR. CABLES MAY REQUIRE SACRIFICIAL EXPOSED COAXIAL CABLES. PRIOR TO PRIMING, SOLVENT WIPE ALL EXPOSED CABLES WITH THE RECOMMENDED SOLVENT. PRIME THE CABLES AND JUMPER CABLES WITH 2 COATS OF X-H-M COAX CABLE BONDER & SEALER (PRODUCT NO. 1138). AFTER PRIMING APPLY ONE FINISH COAT TO THE CABLES AS DIRECTED BY THE ENGINEER.
- 8) IF GALVANIZED MATERIALS USED, THE GALVANIZED SURFACES MUST BE SOLVENT WIPED AND BRUSH-BLASTED PRIOR TO COATING.
- 9) COATING SHALL BE APPLIED TO BOTH SHOP AND FIELD COATING.
- 10) EXTERIOR SURFACE SPOT REPAIR AND RE-COATING:
 - SPOT PRIME AND FINISH COAT REPAIRED AREAS AS SPECIFIED BY MANUFACTURER. THE COATING SYSTEM SHALL MATCH THE EXISTING COATING SYSTEM ON THE TOWER. THE EXTERIOR PRIMER SHALL BE NEMEC H-BUILD EPOXYLINE SERIES 68 OR NEMEC-FASQUE SERIES 161, 4.0-6.0 MILS THE EXTERIOR INTERMEDIATE COAT SHALL BE NEMEC H-BUILD EPOXYLINE SERIES 66 OR NEMEC-FASQUE SERIES 161, 4.0-6.0 MILS. THE DFT OF THE PRIMER PLUS THE INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 6.5 MILS MINIMUM. THE INTERIOR DRY FINISH COAT SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS DRY FILM THICKNESS. THE TOTAL DRY FILM THICKNESS INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 10.5 MILS MINIMUM - 15.5 MILS WITH AN AVERAGE OF 13.0 MILS. THE MINIMUM DRY FILM THICKNESS OF THE EXISTING INTERIOR DRY COLOR TO THE OWNER'S SATISFACTION. COLOR DRAWINGS SHALL BE OBTAINED FROM THE PAINT MANUFACTURER FOR THE RESERVOR OWNER TO CONFIRM COLOR SELECTION(S).
 - EXTERIOR COATING SHALL BE BY BRUSH AND ROLLER ONLY.
- 11) INTERIOR DRY SPOT REPAIR AND RE-COATING:
 - THE INTERIOR DRY COATING SYSTEM SHALL BE COMPATIBLE WITH THE EXISTING COATING SYSTEM ON THE TANK. THE INTERIOR DRY PRIMER SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 6.0 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 2.5 MILS MINIMUM. THE INTERIOR DRY INTERMEDIATE COAT SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS. THE DFT OF THE PRIMER PLUS THE INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 6.5 MILS MINIMUM. THE INTERIOR DRY FINISH COAT SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS DRY FILM THICKNESS. THE TOTAL DRY FILM THICKNESS INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 10.5 MILS MINIMUM - 15.5 MILS WITH AN AVERAGE OF 13.0 MILS. THE MINIMUM DRY FILM THICKNESS OF THE EXISTING INTERIOR DRY COLOR TO THE OWNER'S SATISFACTION. COLOR DRAWINGS SHALL BE OBTAINED FROM THE PAINT MANUFACTURER FOR THE RESERVOR OWNER TO CONFIRM COLOR SELECTION(S).
 - SPOT BLAST THE INTERIOR WET AREA OF THE TANK AT LOCATIONS DAMAGED DURING INSTALLATION OF NEW EXTERIOR AND INTERIOR DRY ITEMS, INCLUDING ANTENNA AND CABLE SUPPORT BRACKETS AND GUARDRAIL, TO AN SSPC-SP-10 NEAR WHITE METAL BLAST. FEATHER EDGES OF EXISTING COATING, AT SPOT BLASTED AREAS, USING SSPC-SP-3 POWER TOOL CLEANING METHODS. COATING SYSTEM ON THE TANK. THE INTERIOR WET PRIMER SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 6.0 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 2.5 MILS MINIMUM. THE INTERIOR WET INTERMEDIATE COAT SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS. THE DFT OF THE PRIMER PLUS THE INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 6.5 MILS MINIMUM. THE INTERIOR WET FINISH COAT SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS DRY FILM THICKNESS. THE TOTAL DRY FILM THICKNESS INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 10.5 MILS MINIMUM - 15.5 MILS WITH AN AVERAGE OF 13.0 MILS. THE MINIMUM DRY FILM THICKNESS OF THE EXISTING INTERIOR DRY COLOR TO THE OWNER'S SATISFACTION. COLOR DRAWINGS SHALL BE OBTAINED FROM THE PAINT MANUFACTURER FOR THE RESERVOR OWNER TO CONFIRM COLOR SELECTION(S).
- 12) INTERIOR WET SURFACE SPOT REPAIR AND RE-COATING:
 - SPOT BLAST THE INTERIOR WET AREA OF THE TANK AT LOCATIONS DAMAGED DURING INSTALLATION OF NEW EXTERIOR AND INTERIOR DRY ITEMS, INCLUDING ANTENNA AND CABLE SUPPORT BRACKETS AND GUARDRAIL, TO AN SSPC-SP-10 NEAR WHITE METAL BLAST. FEATHER EDGES OF EXISTING COATING, AT SPOT BLASTED AREAS, USING SSPC-SP-3 POWER TOOL CLEANING METHODS. COATING SYSTEM ON THE TANK. THE INTERIOR WET PRIMER SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 6.0 MILS DRY FILM THICKNESS. THE DFT OF THE PRIMER AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 2.5 MILS MINIMUM. THE INTERIOR WET INTERMEDIATE COAT SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS. THE DFT OF THE PRIMER PLUS THE INTERMEDIATE COAT AT ANY INDIVIDUAL SPOT MEASUREMENT LOCATION SHALL BE 6.5 MILS MINIMUM. THE INTERIOR WET FINISH COAT SHALL BE NEMEC POT-A-POX PLUS SERIES N140, 4.0 - 6.0 MILS DRY FILM THICKNESS. THE TOTAL DRY FILM THICKNESS INCLUDING THE PRIMER, INTERMEDIATE AND FINISH COATS SHALL BE 10.5 MILS MINIMUM - 15.5 MILS WITH AN AVERAGE OF 13.0 MILS. THE MINIMUM DRY FILM THICKNESS OF THE EXISTING INTERIOR DRY COLOR TO THE OWNER'S SATISFACTION. COLOR DRAWINGS SHALL BE OBTAINED FROM THE PAINT MANUFACTURER FOR THE RESERVOR OWNER TO CONFIRM COLOR SELECTION(S).

THIRD PARTY NOTES

- 1) ALL ATTACHMENTS TO CONTACT SURFACES ARE TO INCLUDE THE PLACEMENT OF NEOPRENE STRIPS BETWEEN HARDWARE AND POINTS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE PAINTED SURFACE. METAL SHIMS ARE REQUIRED IN LOCATIONS OF CONTACT TO REDUCE/ELIMINATE DAMAGE TO THE NEOPRENE STRIPS. THE DESIGN OF THE FASTENING SEQUENCE SHOULD INCLUDE INSURE NYLON WASHERS BETWEEN THE PAINTED SURFACE AND THE GALVANIZED WASHER.
- 2) PROPOSED ANTENNAS TO BE PAINTED EXCEPT AS NOTED (SEE WRAPPING SPECIFICATION ON SHEET A-4)
- 3) ANY REPLACEMENT EXTERIOR MOUNTING PIPES ARE TO HAVE WELDED END CAPS. EXISTING MOUNTING PIPES ARE TO BE CARPED AT BOTH ENDS WITH RUBBER CAPS.
- 4) THE STIFFENER RING SHALL BE MOUNTED FACING INWARD AND VERTICALLY SO AS NOT TO INTERFERE WITH WALKWAY ACCESS ON THE STIFFENER RING. ALL CABLES AND LINES SHOULD BE ROUTED UNDER STIFFENER RING SO AS NOT TO INTERFERE WITH WALKWAY ACCESS. ALL CABLES AND LINES SHOULD BE BUNDLED OR SUPPORTED TO CREATE A "NEAT OR CLEAN" INSTALLATION APPEARANCE.
- 5) INSTALLATION OF EQUIPMENT TO THE STIFFENER RING TO INCLUDE CARRIAGE BOLTS ON THE WALKWAY PORTION OF THE STIFFENER RING. THE STIFFENER RING OF THE WATER TOWER SHALL BE GALVANIZED AND PROTECTED WITH A NON-CORRODING MATERIAL.
- 6) CONTRACTOR TO TOUCH UP PAINTING ON EXISTING ANTENNAS, SPOT REPAIRS MADE WITH BRUSH AND WITHOUT FEATHERING, SHOULD BE COMPLETELY ROLLED FOR UNIFORMITY.
- 7) CONTRACTOR TO TOUCH UP EXISTING ANTENNA MOUNTING PIPES, DEPENDING UPON THEIR CONDITION (DAMAGED/FAILED), THE CITY MAY REQUEST REPLACEMENT.
- 8) ALL EXPOSED JUMPER CABLES ARE TO BE PROVIDED WITH MANUFACTURED WHITE JACKETING OR THAPED THIS NOTE: ANY OTHER REFERENCES TO PAINTING COLOR, THIRD OR ANY OTHER CABLES IS SUPERSEDED BY THIS NOTE.
- 9) ALL MOUNTING HARDWARE IS TO BE GALVANIZED AND/OR PROVIDED IN A NON-CORRODING MATERIAL. ALL ABANDONED ANTENNAS, COAXIAL CABLE AND DETACHABLE EQUIPMENT THAT IS NO LONGER USED ARE TO BE REMOVED DURING THE FINAL MIGRATION.
- 10) ALL EQUIPMENT IS TO BE IDENTIFIED BY THE TENANT.
- 11) ALL EQUIPMENT MUST BE MOUNTED AS STATED IN CONSTRUCTION DRAWINGS. IF ANY EXTRA MAST PIPES ARE NEEDED FOR MOUNTING OF ANY EQUIPMENT (RADIOS, TOWERS, RADARS, ETC.) CONTRACTOR MUST HAVE DRAWINGS FOR THE EQUIPMENT. CONTRACTOR TO PROVIDE ALL NECESSARY POST-CONSTRUCTION WORK TO BE COMPLETED BY THE CITY AT THE PRE-CONSTRUCTION MEETING. (KLM PREFERRED SHOP PAINTER IS IPS IN HUGO, MN.)
- 12) CONTRACTOR IS TO FIELD MATCH AND FIELD VERIFY PAINT COATING COLOR. (KLM WILL PROVIDE WHAT THEY HAVE ON FILE, BUT IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO ENSURE COLOR MATCH IS APPROVED BY THE CITY).
- 13) CABLES SHALL BE MANUFACTURED OR TERMINATED TO THE APPROPRIATE LENGTH AND INSTALLED AS NEARLY/DIRECTLY AS POSSIBLE.
- 14) ALL CABLES ARE REQUIRED TO FOLLOW A CITY APPROVED CABLE MANAGEMENT ROUTE.
- 15) NO WELDING SHALL BE REQUIRED FOR ANY WORK. WELDING IS PERMISSIBLE.
- 16) ALL WELDING SHALL BE DONE BY A CITY APPROVED WELDER. ALL WELDING SHALL BE LABELED WITH WEATHERPROOF LABELS. CLEARLY LABELING EQUIPMENT AS "VERIZON" EQUIPMENT.
- 17) NO EQUIPMENT OR CABLES MAY BE GROUNDED TO TOWER BY PERCING TOWER COATING. IT MUST BE PROPERLY GROUNDED AND FOLLOW ALL LOCAL, STATE, AND NATIONAL ELECTRIC CODE.
- 18) THE CONTRACTOR AND SUBCONTRACTORS SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY/OWNER OF DAMAGED PROPERTY.
- 19) CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, INCLUDING METAL SHIM AS NECESSARY, BENEATH AND AROUND ALL CLAMPS, ANGLE BRACKETS, ETC. AT ALL PAINTED CONTACT POINTS ON ALL PAINTED EXTERIOR U-BOLT OR COMPRESSION MOUNT CONTACT POINTS ALSO USE COLORED TAPE TO MATCH THE TOWER.
- 20) ALL ANTENNAS, RADIOS, JUNCTION BOXES, AND CABLES AT ALL PENETRATIONS SHALL BE LABELED WITH WEATHERPROOF LABELS. CLEARLY LABELING EQUIPMENT AS "VERIZON" EQUIPMENT.
- 21) THE CONTRACTOR AND SUBCONTRACTORS SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE CITY/OWNER OF DAMAGED PROPERTY.
- 22) CABLES SHALL BE MANUFACTURED OR TERMINATED TO THE APPROPRIATE LENGTH AND INSTALLED AS NEARLY/DIRECTLY AS POSSIBLE.
- 23) ALL CABLES ARE REQUIRED TO FOLLOW THE APPROVED CABLE MANAGEMENT ROUTE.
- 24) NO EQUIPMENT OR CABLES MAY BE GROUNDED TO TOWER BY PERCING TOWER COATING. IT MUST BE PROPERLY GROUNDED AND FOLLOW ALL LOCAL, STATE, AND NATIONAL ELECTRIC CODE.

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

RESOLUTION 25-037

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT
FOR COLLOCATION OF SIX ADDITIONAL ANTENNAS ON THE EXISTING WATER TOWER AT
26350 SMITHTOWN RD**

WHEREAS, Buell Consulting, Inc. on behalf of Verizon Wireless (the “Applicant”) has applied to add six telecommunication antennas and associated equipment on the existing water tower on the property legally described as:

BEG AT A PT ON S LINE OF SE 1/4 OF NW 1/4 DIST 962.5 FT E FROM SW COR THOF TH NLY PAR WITH W LINE THOF DIST 215 FT TH WLY PAR WITH S LINE THOF 220 FT TH NLY PAR WITH W LINE THOF TO N LINE THOF TH ELY ALONG SAID N LINE TO ITS INTERSECTION WITH A LINE DRAWN NLY PAR WITH THE W LINE THOF FROM A PT ON S LINE THOF DIST 1089 FT ELY OF SW COR THOF TH SLY ALONG SAID PAR LINE TO A PT DIST 856.55 FT N OF S LINE THOF TH E PAR WITH S LINE THOF DIST 330 FT TH S PAR WITH W LINE THOF TO S LINE THOF TH W TO BEG EX RD

WHEREAS, the applicant proposes to collocate their equipment on and near the existing tower; and

WHEREAS, after required notice a public hearing was held and the application reviewed by the City Council at a regular meeting held on April 14, 2025, the minutes of the meeting are on file at City Hall; and,

WHEREAS, the City Council considered the application at which time the staff memorandum and the public comments received were reviewed and comments heard by the City Council from the Applicant and City staff; and,

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

FINDINGS OF FACT

1. The Property is located in a R-1A Single-Family district, which allows antenna collocations subject to the approval of a conditional use permit on semi-public property.
2. The applicant's proposal is identified on plans and materials submitted to the City on March 14, 2025 (the "Plans").

CONCLUSIONS

1. The Applicant's plans have satisfied the criteria of a conditional use permit to collocate antennas under the Shorewood City Code.
2. The Applicant's plans indicate the collocation would be compatible with the neighborhood and would not tend to depreciate the area.
3. The application would not overburden the city's service capacity and existing public services and streets.
4. Based upon the foregoing, the City Council hereby grants to the Applicant a conditional use permit amendment to collocate six additional antennas and associated equipment on the tower, all other requirements of the original conditional use permit shall remain in effect, subject to the following conditions:
 - The applicant must apply for and acquire all necessary building permits prior to beginning any construction on the site.
 - The applicant must provide a copy of the FCC certification for the proposed equipment relative to radiation emission requirements.
 - Prior to the issuance of any permits, the City Council shall approve a lease for the use of the City's water tower and the applicant shall execute the lease.
 - The applicant shall revise the plans to indicate that all antennas and all equipment, including any shrouds, shall be white, pale grey, or a similar color to the existing water tower.
 - The exterior lights shall be turned off unless a technician is accessing the site at night or during an emergency.
 - All disturbance to the site shall be restored to preconstruction condition by the next growing season.
5. The City Clerk is hereby authorized and directed to record a certified copy of this resolution with Hennepin County.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA this 14th day of April, 2025.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: CUP Amendment & IUP for Construction of New Home
Meeting Date: April 14, 2025
Prepared by: Jake Griffiths, Planning Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: April 1, 2025 Planning Commission Memorandum
Applicant's Narrative & Materials
Resolution

Item 6B

APPLICANT: Alan & Jessica Brandhorst
LOCATION: 27225 Smithtown Rd
REVIEW DEADLINE: June 18, 2025

Background

See the attached planning memorandum for detailed background on this request. The request is to construct a new single-family home the property, while the property owners continue to occupy the existing single-family home during construction. The request also would amend the property's existing Conditional Use Permit to allow construction of the new home in a location that was previously identified as an area where vegetation would be preserved.

At their April 1, 2025, meeting, the Planning Commission conducted a public hearing on the proposed request and recommended approval to the City Council (4-yes, 0-no, 1-absent). No public comments were received on the proposed request prior to or during the meeting.

Financial Considerations

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

Action Requested

Motion to approve the Conditional Use Permit Amendment and Interim Use Permit to allow for construction of a new home at 27225 Smithtown Rd, subject to the conditions listed in the attached resolution. A simple majority vote is required.



Planning Commission Meeting Item

Item
4A

Title/Subject: CUP amendment for construction of a new home and IUP for the demolition of the existing home once completed

Meeting Date: April 1, 2025

Prepared by: Jake Griffiths, Planning Director

Attachments: Location Map
Applicant's Narrative & Plans

APPLICANT: Alan & Jessica Brandhorst

LOCATION: 27225 Smithtown Rd

REVIEW DEADLINE: June 18, 2025

COMPREHENSIVE PLAN: Minimum Density Residential

ZONING: R-1A & Shoreland

REQUEST

The applicant is seeking to construct a new single-family home on the property while retaining the existing single-family home during construction. An Interim Use Permit (IUP) is required to accommodate the temporary placement of two single-family homes on one property and to ensure that the existing home is eventually demolished. The Conditional Use Permit (CUP) amendment is required as the area which the new home is proposed to be built in was identified as a vegetated area on the property's existing CUP which allows them to operate Twin Orchards Nursey at the property. It should be noted that the existing nursey and related buildings are not a part of this application and are not the subject of the City's review. The applicant's materials and narrative are attached for review.



Notice of the application was sent by postcard to all property owners within 500 feet of the property and by placing a sign in the right-of-way in front of the home. Notice of the public meeting was sent by US mail to all property owners within 750 feet of the property at least 10 days prior to this meeting and published in the City's official newspaper, on the City's website and at City Hall. As of the publication of this report no public comments have been received regarding this application.

INTERIM USE PERMIT ANALYSIS

City Code 1201.03, Subd. 2. c. (4) establishes review criteria for interim use permits allowing multiple homes on the same lot during construction as follows:

1. The new dwelling shall conform to the setback requirements of the zoning district in which it is located.

The applicant's proposal meets the setbacks for the R-1A zoning district in which the property is located.

2. Construction of the new dwelling shall not result in substantially greater site alteration (for example, tree removal or grading) than if the original house is first removed.

Construction of the new dwelling would not result in substantially greater site alteration than if the original house was first removed.

3. The property owner must provide an estimate from a licensed contractor for the cost of removing the original dwelling and restoring the site. From this estimate the city shall require a cash escrow or letter of credit in the amount of 150% of the estimate to ensure that the original dwelling will be removed within two weeks of the date that a certificate occupancy is issued for the new dwelling. In no instance shall the original home remain on the property longer than two years.

Staff is recommending that if the request is approved, it be conditioned upon satisfying the above requirements.

4. The property owner shall provide the cash escrow or letter of credit referenced in (C) above at the time a building permit is issued for the new dwelling. The new dwelling shall not be occupied until a certificate of occupancy has been issued.

Staff is recommending that if the request is approved, it be conditioned upon satisfying the above requirements.

5. The request shall be subject to the requirements of City Code 1201.04, Subd. 4.

City Code 1201.04, Subd. 4. provides review criteria and administrative procedures for all interim use permits. Staff's recommendation later in this report includes additional items to ensure that the requirements of this section of the City Code are also being met.

CONDITIONAL USE PERMIT AMENDMENT ANALYSIS

The existing CUP was issued in 1991 and allowed for operation of the nurse on the property subject to a number of conditions. One of these conditions stated that "the existing natural vegetation and landscaping be maintained on the site" subject to a rough site plan where existing vegetation was identified. A copy of the existing CUP is attached for review. The applicant is proposing to construct their new home in one of the areas identified as a location where natural vegetation was to be preserved which is why an amendment is required. The proposed amendment would modify the map and original CUP resolution to allow construction of the new dwelling in a previously protected location. The applicant has indicated that the area they are proposing to build their new home has historically had vegetation that was marginal at best including buckthorn, scrub trees/brush, and deadfall.

Amendments to Conditional Use Permits are reviewed and processed in the same way as if it was an original application and are subject to the review criteria established by City Code 1201.04, Subd. 3. Included below:

1. The proposed use, and its related construction, would be consistent with the policies and provisions of the Comprehensive Plan.

As part of its recommendation, staff have drafted conditions that ensure the proposed use, and its related construction, would be consistent with the policies and provisions of the Comprehensive Plan.

2. The proposed use would be compatible with present and future land uses in the area and would not tend to or depreciate the area in which it is proposed.

The proposed use is compatible with the present and future land uses in the area and would not tend to or depreciate the area in which it is proposed.

3. Adequate public facilities and services, including existing and anticipated traffic concerns, are available or can be reasonably provided to accommodate the proposed use.

Adequate public facilities and services, including existing and anticipated traffic concerns, are available and can be reasonably provided to accommodate the proposed use.

4. The proposed use conforms to the applicable regulations of the zoning district in which it is located and otherwise conforms to all applicable regulations of the City Code.

The proposed use conforms to the applicable regulations of the zoning district in which it is located and otherwise conforms to all applicable regulations of the City Code.

5. The proposed use will not be detrimental to the health, safety and general welfare of the occupants of surrounding lands.

It is not anticipated that the proposed use will be detrimental to the health, safety and general welfare of the occupants of surrounding lands.

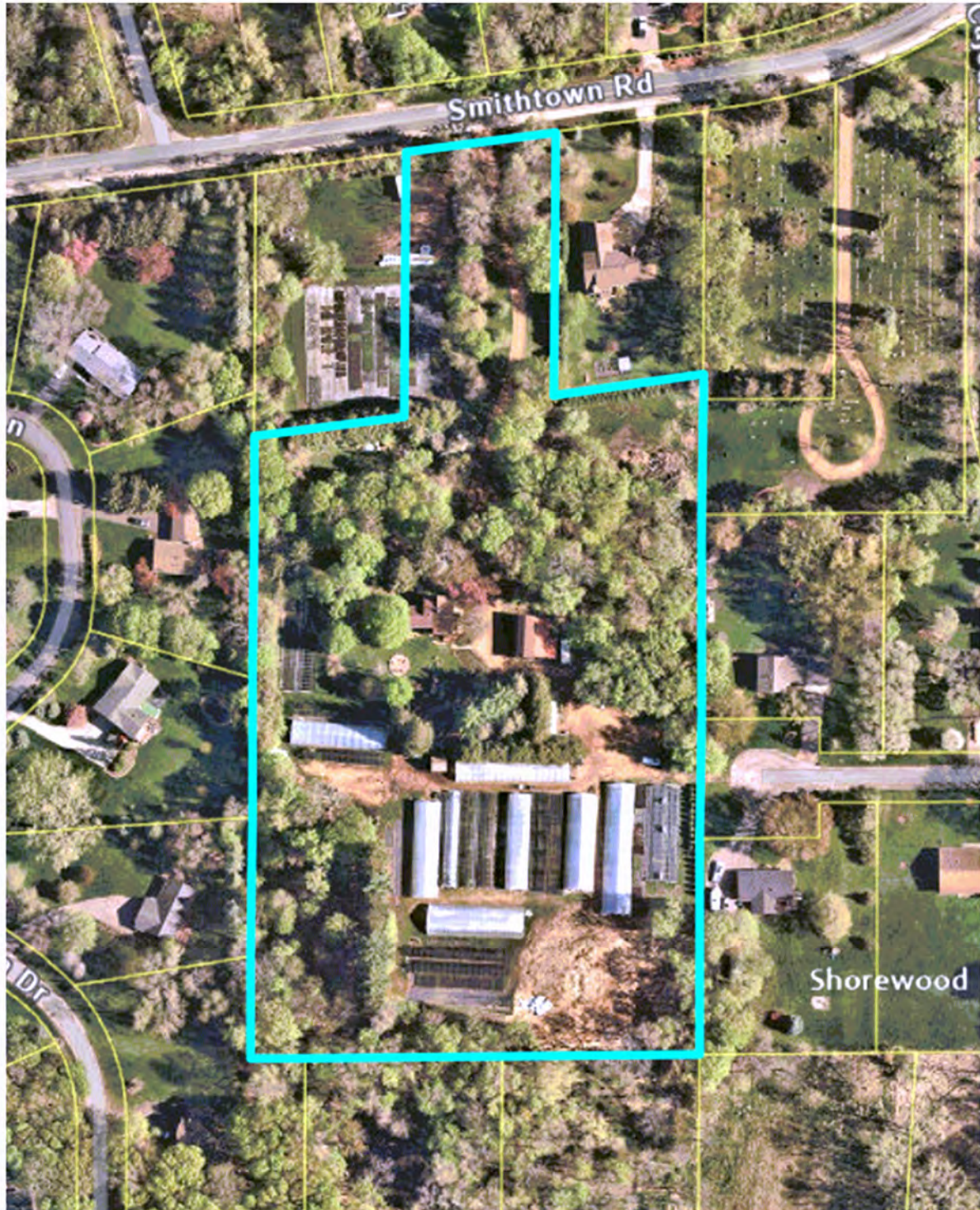
FINDINGS/RECOMMENDATION

Staff recommends approval of the request for an Interim Use Permit and Conditional Use Permit Amendment subject to the following conditions:

- Prior to issuance of a building permit for construction of the new home, the applicant shall provide the following:
 - Structural plans for construction of the new dwelling, and any other information required as part of the Building Permit and Demolition Permit application process.
 - Tree preservation and replacement plan which meets the City of Shorewood Tree Preservation and Replacement Policy.
 - Existing and proposed impervious surface calculations.
 - An estimate from a licensed contractor for the cost of removing the original dwelling and restoring the site.

- A cash escrow or letter of credit in the amount of 150% of the estimate to ensure that the original dwelling will be removed within two weeks of the date that a certificate of occupancy is issued for the new dwelling.
- The original dwelling shall be removed within two weeks of the date that a certificate of occupancy is issued for the new dwelling.
- The new dwelling shall not be occupied until a certificate of occupancy has been issued.
- In no instance shall the original dwelling remain on the property longer than two years.

27225 Smithtown Road Location Map



To: City of Shorewood
Honorable Mayor and City Council
City Planner – Jake Griffiths

Feb. 18th, 2025

From: Alan & Jessica Brandhorst (Trustee of the Tena Brandhorst Trust)
27225 Smithtown Rd.
Shorewood, MN 55331

RE: Description & Summary for: (i) the Amendment to the Existing Conditional Use Permit and (ii) an Interim Use Permit (i.e. Construction of new single family home and demolition of existing home)

For Clarification of the Application:

- This application is NOT seeking a new CUP, but an amendment to the existing CUP. The existing CUP from the early 1990's (pre-digital CAD documents) was for the purpose of allowing the operation of the nursery/greenhouse business. No changes are proposed to the nursery land/buildings. However, the original CUP also contained a graphic showing the proposed new home construction area as vegetated. The practical reality is that for the past 30 yrs. this area was "vegetated" with buckthorn, scrub tree/brush, and a general area to place deadfall (which has recently been cleaned up). The current amendment would allow placement of the new home in this location. This location also abuts Alan's parents' home and works with natural topography to allow a walkout basement.
- The IUP is required due to the ordinance which restricts 2 homes on one property. During construction of the new home, the Brandhorst Family will continue to occupy the existing home. Once the new home is completed, the Brandhorsts request they be permitted 60 days to complete demolition of the existing home.

Description and Summary:

The Brandhorst Family have been residents of Shorewood for 40+ years as owners of this property. During this time, they have also operated a community-sized landscape nursery known as Twin Orchards Nursery. The nursery has operated under a conditional use permit since the early 1990's. The property also contains Alan & Jessica's personal homestead which was constructed in 1925.

While Alan & Jessica have enjoyed the home (and Alan's parents before them), the residence is in sub-standard condition. The foundation has structural issues, mechanical systems are outdated and out of code compliance. General exterior/interior materials have outlived their viable lifespan.

In addition to the condition of the home, Alan & Jessica's stage of life combined with their younger son's physical disability make the home's functionality a challenge for their current and future

lifestyle. Alan & Jessica have a family history with the property and Alan's parents live on an abutting lot. The CUP/IUP application before you would allow Alan & Jessica to construct a new, custom-built 1-level single-family walkout home on the property, and upon completion, take down the old home.

This application meets/exceeds the CUP checklist's "performance standards" for approval:

1. The new, custom-built home will conform to the current zoning regulations / building codes, and is consistent with the Comprehensive Plan's residential provisions.
2. The new home is compatible with other newer construction in the neighborhood and greater Shorewood. Furthermore, given the condition/age of the existing home, the new home would significantly improve the property value, which should have a positive impact on the surrounding area.
3. The application is to construct 1 new home and demolish 1 existing home. The new home would be connected to existing sewer & water mains lines in Smithtown Road. City utility services will not be materially impacted by this approval. Home service stubs were previously installed in Smithtown Rd. in anticipation of this type of connection.
4. Given the age, condition, and non-compliance with current building code of the existing home, the new construction home will enhance public welfare, health, and safety (primarily for that of the occupants).
5. Attached to this application is a preliminary planset for the proposed new home. As required by ordinance, prior to construction, the final home plan will be subject to the city code and submitted for city review and building permit.
6. Impervious Surface: The final impervious surface calculations will be provided upon building permit submittal. Given the new home will use the existing driveway and the existing home with its surrounding hardscape will be demolished/restored. The impervious surface (existing vs. new/proposed) is intended to be "net zero" or within allowable city standards without triggering additional review/ponding.

Thank you for your review. The Brandhorst Family looks forward to continuing their active role in Shorewood's community in the years to come. The new home will support this goal for their lifestyle and physical accessibility needs.

Attachments:

1. Application form (including \$2,000 fee/escrow for CUP/IUP)
2. CUP Application Checklist
3. Survey – including tree inventory and topography.
4. Prelim home plan – including architectural elevations & floor plan.
5. Brandhorst – Property Pictures Graphic
6. Brandhorst – Site Plan
7. Brandhorst – Site Plan (with Aerial)
8. Brandhorst – Site Plan (Zoom to new home area)

PRELIMINARY - NOT FOR CONSTRUCTION



THE BRANDHORST RES.

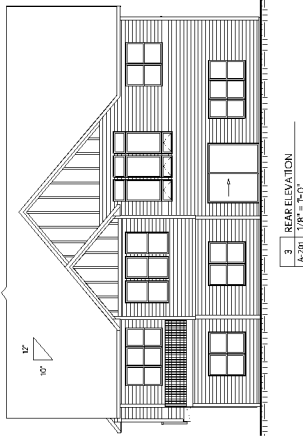
27226 SMITHTOWN RD
SHOREWOOD, MN 55331

DATE	RELEASED
REV. 1	2.5.25 SW
REV. 2	
REV. 3	
REV. 4	
REV. 5	
REV. 6	

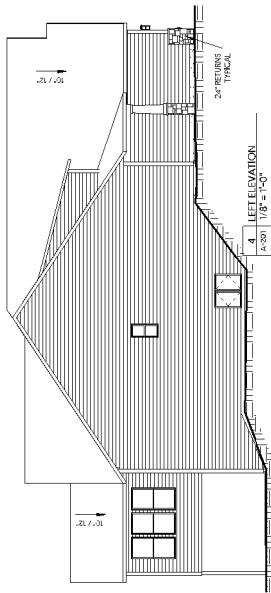
PLATE HEIGHTS	
UPPER:	
MAIN:	9'-1 1/8"
FOUND:	10'-0" PO

FINISHED SQUARE FEET	
UPPER:	
MAIN:	2130
LOWER:	1494
BONUS:	
TOTAL:	3624

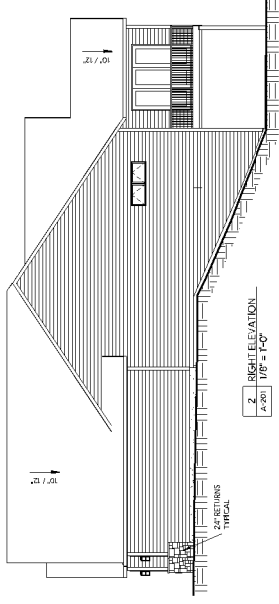
PROJECT
JRBS77
SHEET
A-201



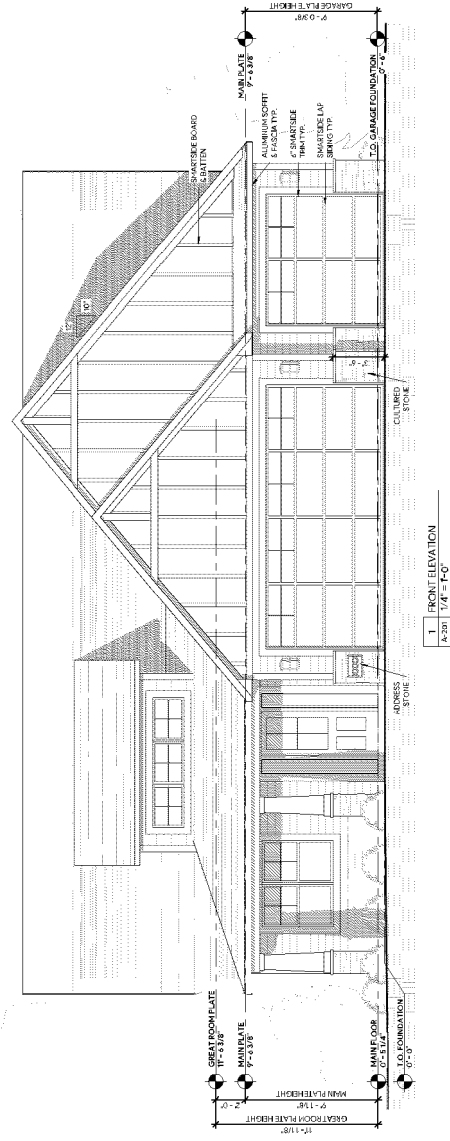
3 REAR ELEVATION
A-201 1/8" = 1'-0"



4 LEFT ELEVATION
A-201 1/8" = 1'-0"



2 RIGHT ELEVATION
A-201 1/8" = 1'-0"



1 FRONT ELEVATION
A-201 1/8" = 1'-0"

UNSPECIFIED HEADERS TO BE 2"x10" W/ 2 TIMBERS.
THESE SECTIONS, DRAWINGS AND SPECIFICATIONS REPRESENTED HEREIN ARE AND SHALL REMAIN THE EXCLUSIVE COPYRIGHT PROPERTY OF MÅRKA, LLC. NO PART THERE OF SHALL BE REPRODUCED, COPIED, OR IN ANY MANNER TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF MÅRKA, LLC. THE PLANS, SPECIFICATIONS, AND SECTIONS ARE PREPARED FOR THE PROJECT ONLY AND ARE NOT TO BE USED FOR ANY OTHER PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE SELECTION AND APPLICATION OF CORRECT MATERIALS AND METHODS OF CONSTRUCTION. THE SELECTION AND APPLICATION OF CORRECT MATERIALS AND METHODS OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER OF THESE PLANS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION. NO WARRANTIES ARE EXPRESSED OR IMPLIED INCLUDING COMPLIANCE OF THIS PLAN WITH APPLICABLE BUILDING CODE REQUIREMENTS.

10" MIN. STAIR TREAD DEPTHS & 3/4" MAX STAIR RISE HEIGHT.

ALL ANGLES ARE 45 DEGREES UNLESS NOTED OTHERWISE.

ALL EXTERIOR DIMENSIONS ARE TO OUTSIDE OF SHEATHING, CONCRETE OR FOUNDATION INSULATION UNLESS NOTED OTHERWISE. DIMENSIONS FOR WHICH TYPICAL HAVE BEEN ASSIGNED MUST BE OBTAINED FROM THE TYPICAL CONSTRUCTION DETAILS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR THE SELECTION AND APPLICATION OF CORRECT MATERIALS AND METHODS OF CONSTRUCTION. THE SELECTION AND APPLICATION OF CORRECT MATERIALS AND METHODS OF CONSTRUCTION ARE THE RESPONSIBILITY OF THE CONTRACTOR. THE OWNER OF THESE PLANS IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS PRIOR TO THE START OF CONSTRUCTION. NO WARRANTIES ARE EXPRESSED OR IMPLIED INCLUDING COMPLIANCE OF THIS PLAN WITH APPLICABLE BUILDING CODE REQUIREMENTS.

An architectural line drawing of a modern, multi-level house. The house features a prominent white roofline with a large, cantilevered section on the left side. The main body of the house is clad in horizontal siding. Large, multi-paned windows are distributed across the facade, including a large rectangular window on the upper level and a smaller square window on the lower level. A balcony or deck area is visible on the right side, supported by a railing. The drawing uses hatching and cross-hatching for shading, particularly on the roof and the balcony area. The overall style is clean and modern, emphasizing geometric forms and light.

10" MIN. STAIR STEP DEPTH 1/2" MIN. MAX STAIR RISER HEIGHT

ALL ANGLES ARE AS DECKED UNLESS NOTED OTHERWISE

ALL EXTERIOR DIMENSIONS ARE TO OUTSIDE OF SHEATHING, CONCRETE OR FOUNDATION INSULATION

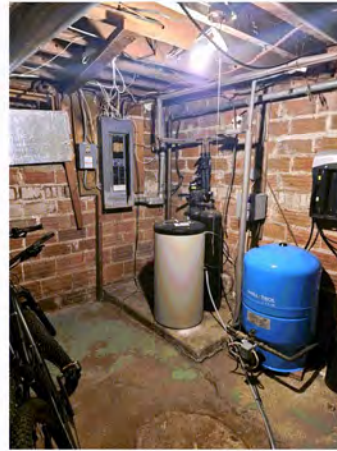
WE AND SHALL REMAIN THE EXCLUSIVE COPYRIGHT PROPERTY OF NARUKA, LLC. NO PART THERE OF SHALL BE USED, COPIED, OR DISCLOSED IN CONNECTION WITH ANY WORK OF PROJECT OTHER THAN THE SPECIFIED PROJECT FOR WHICH THEY HAVE BEEN PREPARED WITHOUT THE WRITTEN CONSENT OF NARUKA, LLC. THE PLANS FURNISHED HEREIN WERE PREPARED BY US OR UNDER OUR CLOSE PERSONAL SUPERVISION AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THEY COMPLY WITH ALL CITY, STATE AND FEDERAL REQUIREMENTS AND ALL CITY, STATE AND FEDERAL ORDINANCES. NO WARRANTIES ARE EXPRESSED OR IMPLIED INCLUDING COMPLIANCE OF THIS PLAN WITH APPLICABLE BUILDING CODE REQUIREMENTS. THE SELECTION AND APPLICATION OF CORRECT STRUCTURAL MATERIALS IS THE RESPONSIBILITY OF THE BUILDER, THE OWNER OR THE USER OF THESE PLANS.

A-901

Brandhorst CUP Amendment and IUP Permit Application

Property Graphics

Existing Home— issues include — structural, age, condition, code non-compliance

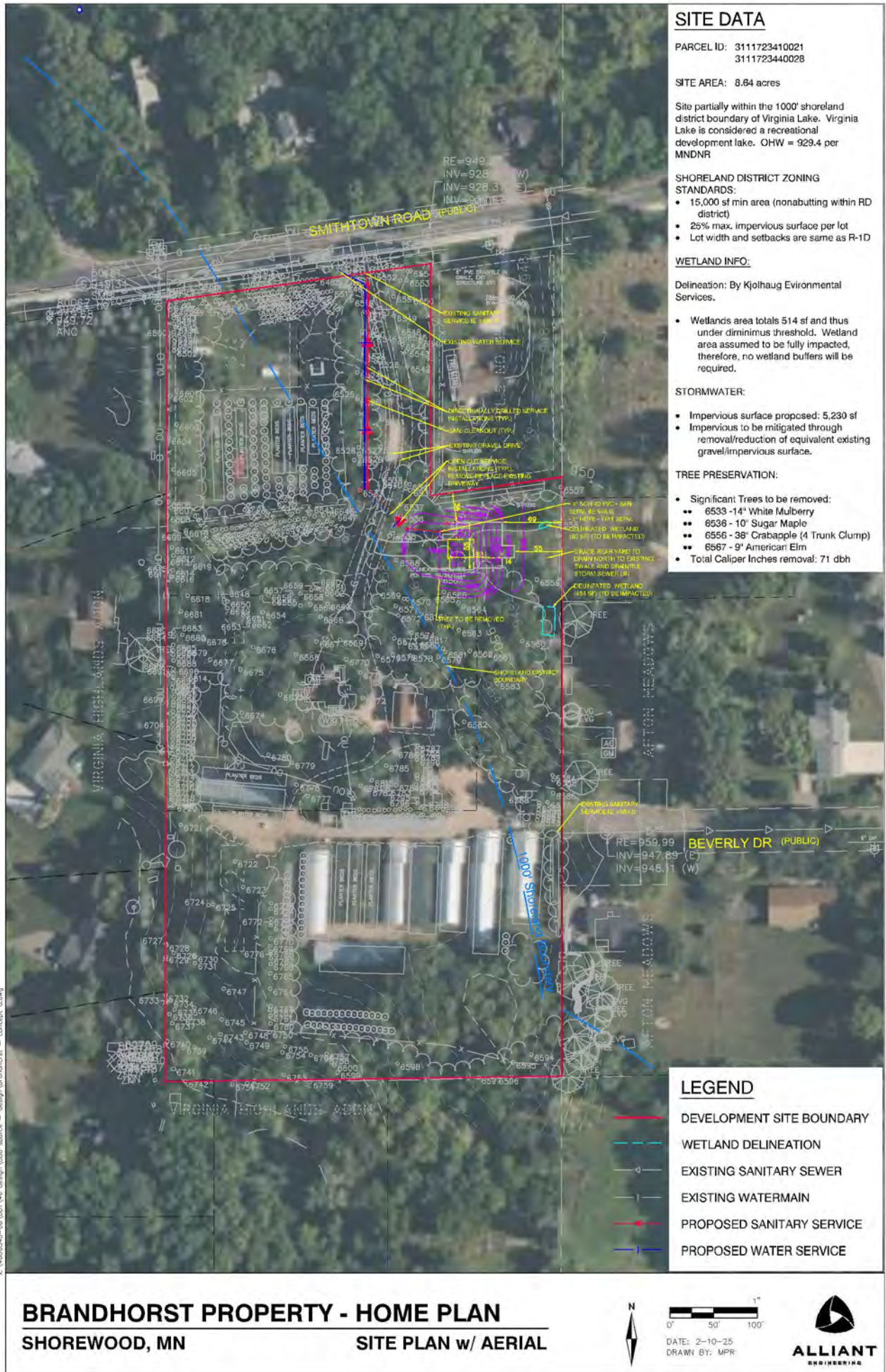


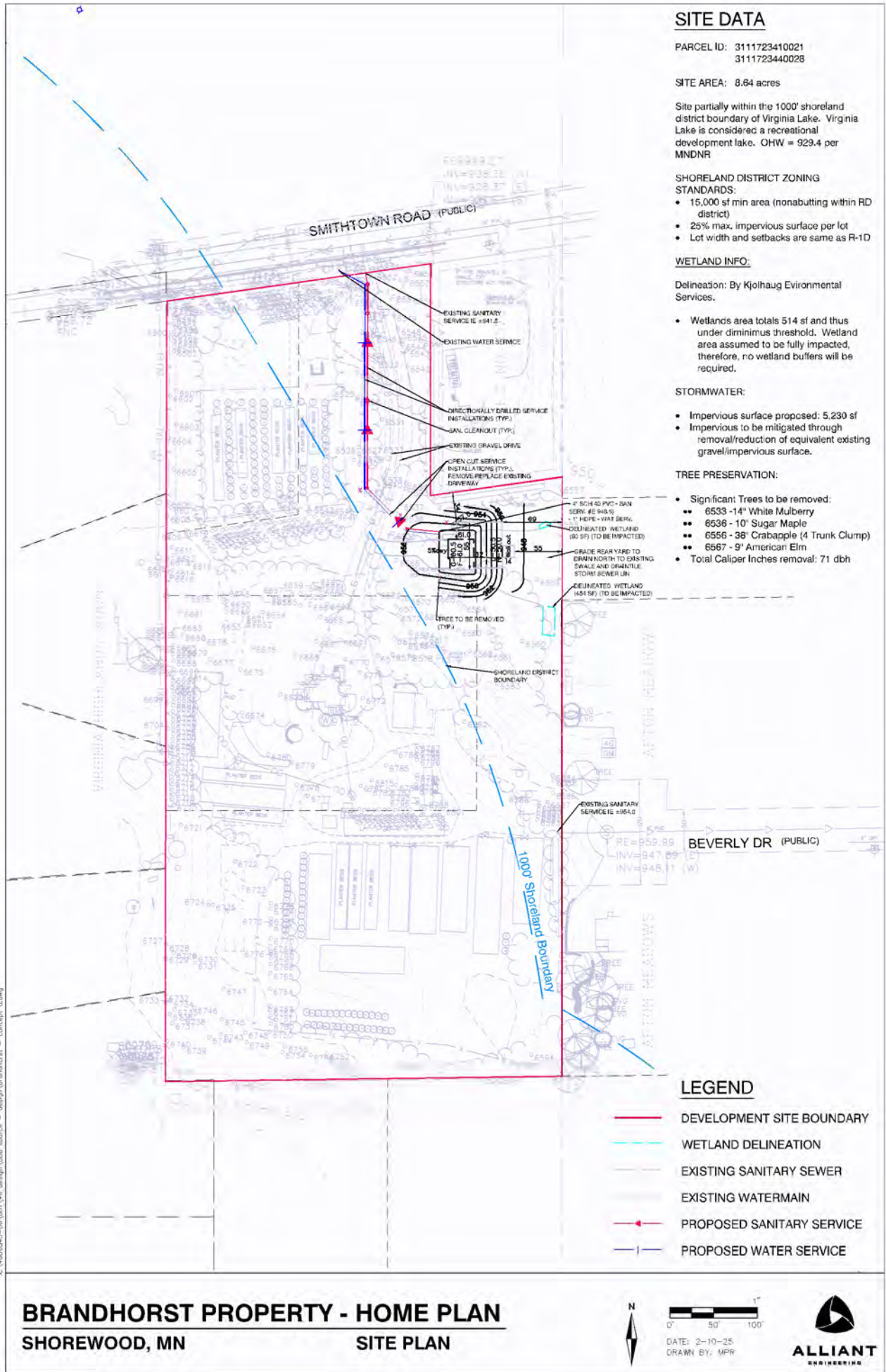
New Home Area—Pre-CleanUp — buckthorn, debris, deadfall storage

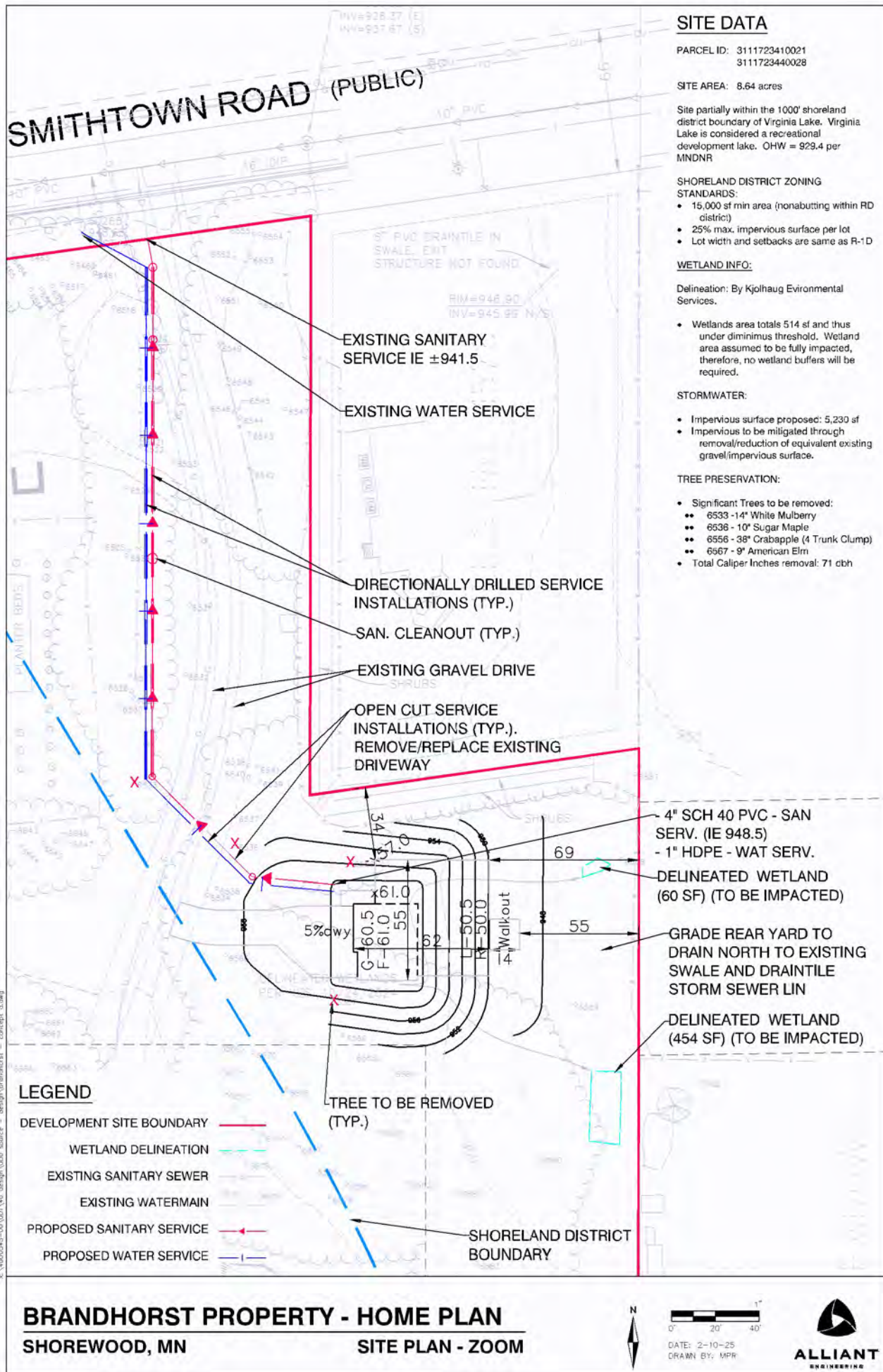


New Home Area— After-CleanUp









3/21/91

RESOLUTION NO. 30-91A RESOLUTION GRANTING A CONDITIONAL USE PERMIT
PROVIDING FOR AGRICULTURAL USE IN A SINGLE-FAMILY
RESIDENTIAL DISTRICT

WHEREAS, Clifford Brandhorst (Applicant) is the owner of real property consisting of approximately 10 acres located at 27225 Smithtown Road in the City of Shorewood, County of Hennepin, State of Minnesota, legally described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, Applicant for several years has been growing wholesale plant products (e.g., Hosta) on the property, which activity requires the use of temporary greenhouse structures to shade the plants during summer months; and

WHEREAS, said property is located within a single-family residential district and therefore requires a Conditional Use Permit for the operation of an agricultural business on the property; and

WHEREAS, the Applicant's request has been reviewed by the City Planner and his recommendations have been duly set forth in his memorandum to the Planning Commission dated 28 February 1991, which memorandum is on file at City Hall; and

WHEREAS, after required notice a Public Hearing was held and the application reviewed by the Planning Commission at their regular meeting on 5 March 1991, the minutes of which meeting are on file at City Hall; and

WHEREAS, the Applicant's application was considered by the City Council at their regular meeting held on 11 March 1991, at which time the Planner's memorandum was reviewed, the minutes of the Planning Commission were reviewed, comments were heard from the City Council members and staff, and the City Attorney was directed to prepare a resolution setting forth findings and conclusions approving the application.

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

FINDINGS OF FACT

1. That the subject property consists of three contiguous parcels of land comprising 9.75 acres located in a R-1A single-family, residential zoning district.

2. That the property is occupied by Mr. Brandhorst's home, two accessory buildings, several greenhouses, and is bordered by natural vegetation and landscaping, all of which is depicted in the site plan of the property attached hereto and made a part hereof as Exhibit B.

3. That, with the exception of the cemetery located adjacent to the northeast corner of the site, the property is surrounded by single-family residences, the lots south of the site being approximately 660 feet deep with houses located on the south half of the lots.

4. That the visual impact of the temporary greenhouses is negligible due to the extent of existing vegetation on the site, and that the greenhouses are effectively screened from view of adjoining properties.

5. That the Shorewood City Code Section 1201.10 Subd. D, 4.d. and e. provides for the approval of conditional uses for the purposes of farm or truck gardens and the erection of farming and agricultural related buildings, subject to certain requirements.

6. That the use of the land contemplated in the application is in accordance with the official City Comprehensive Plan and will not adversely affect the general welfare, public health and safety of the community.

CONCLUSIONS

That Applicant's application for a Conditional Use Permit for the use of the subject property for agricultural purposes is hereby granted, subject to the following conditions:

1. That the three parcels remain under the ownership of the resident of the home located on the property and that the agricultural use of the property be restricted to use by the resident of the property.

2. That the sale of agricultural products be limited to such products as are raised on the premises and that retail sales be limited to seasonal sale of fruits and vegetables actually grown on the premises.

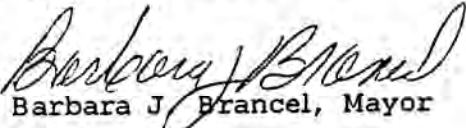
3. That the temporary greenhouses be kept in good repair and confined to the clearing shown on the site plan, attached hereto as Exhibit B.

4. That except for the temporary greenhouses, all structures comply with current building and zoning codes.

5. That the existing natural vegetation and landscaping be maintained on the site.

6. That a certified copy of this resolution, together with the Exhibits attached hereto, be filed with the Hennepin County Recorder or Registrar of Titles within thirty (30) days of the date of certification hereof.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this
25th day of March, 1991.


Barbara J. Brancel, Mayor

ATTEST:

Bradley J. Nielsen
Acting City Administrator/Clerk

Roll Call Vote:

Ayes -

Nays -

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

RESOLUTION 25-038

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT AMENDMENT AND INTERIM USE
PERMIT TO ALLOW FOR CONSTRUCTION OF A NEW HOME ON THE PROPERTY LOCATED AT
27225 SMITHTOWN RD**

WHEREAS, Alan and Jessica Brandhorst, Trustee of Tena Brandhorst Trust (the “Applicant”) has applied to construct a new home on their property, while continuing to reside in the existing home on the site during construction, and to allow the location of the new home in a location previously identified as a vegetated area on the property legally described as:

REGISTERED LAND SURVEY NO. 1578 HENNEPIN COUNTY, MINNESOTA

TRACT C ALSO THAT PART OF E 452.6 FT OF E 1/2 OF SE 1/4 OF SEC 31 T 117 R 23 LYING
S OF SMITHTOWN RD AND N OF S 40 RODS THOF EXCEPT THAT PART EMBRACED
WITHIN R.L.S. NO. 1578

WHEREAS, the applicant proposes to amend City Council Resolution No. 30-91 granting a conditional use permit providing for agricultural use in a single-family residential district by deleting condition #5 “That the existing natural vegetation and landscaping be maintained on the site” to accommodate construction of their new home; and

WHEREAS, the applicant proposes to construct a new single-family home on the property while keeping the existing home during construction for a short period of time; and,

WHEREAS, after required notice a public hearing was held and the application reviewed by the Planning Commission at a regular meeting held on April 1, 2025, the minutes of the meeting are on file at City Hall, and the Planning Commission recommended approval to the City Council; and,

WHEREAS, the City Council considered the application at which time the staff memorandum, Planning Commission recommendation and the public comments received were reviewed and comments heard by the City Council from the Applicant and City staff; and,

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

FINDINGS OF FACT

1. The Property is located in a R-1A Single-Family district, and has an existing conditional use permit to operate an agricultural use in a single-family residential district.
2. The applicant's proposal is identified on plans and materials submitted to the City on February 18, 2025 (the "Plans").

CONCLUSIONS

1. The Applicant's plans have satisfied the criteria of a conditional use permit amendment and interim use permit under the Shorewood City Code.
2. The Applicant's plans indicate the proposal would be compatible with the neighborhood and would not tend to depreciate the area.
3. The application would not overburden the city's service capacity and existing public services and streets.
4. Based upon the foregoing, the City Council hereby grants to the Applicant a conditional use permit amendment and interim use permit to construct a new home on the property while keeping the existing house for a short period of time, all other requirements of the original conditional use permit shall remain in effect, subject to the following conditions:
 - Prior to issuance of a building permit for construction of the new home, the applicant shall provide the following:
 - Structural plans for construction of the new dwelling, and any other information required as part of the Building Permit and Demolition Permit application process.
 - Tree preservation and replacement plan which meets the City of Shorewood Tree Preservation and Replacement Policy.
 - Existing and proposed impervious surface calculations.
 - An estimate from a licensed contractor for the cost of removing the original dwelling and restoring the site.
 - A cash escrow or letter of credit in the amount of 150% of the estimate to ensure that the original dwelling will be removed within two weeks of the date that a certificate of occupancy is issued for the new dwelling.
 - The original dwelling shall be removed within two weeks of the date that a certificate of occupancy is issued for the new dwelling.
 - The new dwelling shall not be occupied until a certificate of occupancy has been issued.
 - In no instance shall the original dwelling remain on the property longer than two years.

5. The City Clerk is hereby authorized and directed to record a certified copy of this resolution with Hennepin County.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA this 14th day of April, 2025.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Variance to Rear Yard Setback for Detached Garage
Meeting Date: April 14, 2025
Prepared by: Jake Griffiths, Planning Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: April 1, 2025 Planning Commission Memorandum
Applicant's Narrative & Materials
Resolution

Item 6C

APPLICANT: Dan Wallace
LOCATION: 5765 Eureka Rd
REVIEW DEADLINE: June 18, 2025

Background

See the attached planning memorandum for detailed background on this request. The request is for a variance to reduce the rear yard setback from 50 feet to 10 feet to accommodate construction of a detached garage. At their April 1, 2025, meeting, the Planning Commission conducted a public hearing on the proposed request and recommended approval to the City Council (4-yes, 0-no, 1-absent). No public comments were received on the proposed request prior to or during the meeting.

Financial Considerations

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

Action Requested

Motion to approve the Variance subject to the conditions listed in the attached resolution. A simple majority vote is required.



Planning Commission Meeting Item

Item
5A

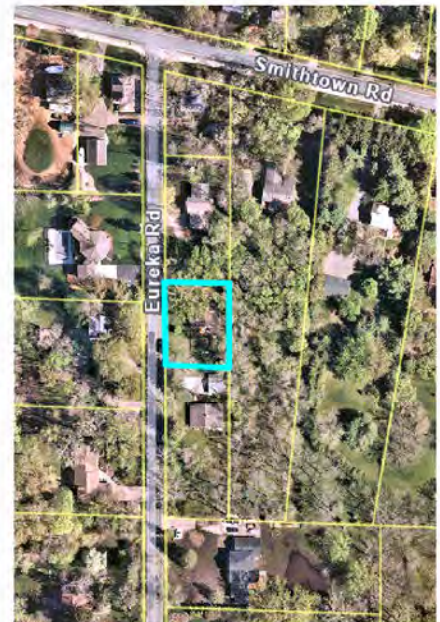
Title/Subject: Variance to Construct Detached Garage
Meeting Date: April 1, 2025
Prepared by: Jake Griffiths, Planning Director
Attachments: Location Map
Applicant's Narrative & Plans
2015 Variance Resolution

APPLICANT: Dan Wallace
LOCATION: 5765 Eureka Rd
REVIEW DEADLINE: June 18, 2025
COMPREHENSIVE PLAN: Minimum Density Residential
ZONING: R-1A Single Family

REQUEST

The applicant is requesting a variance from the required rear yard setback to accommodate construction of a detached garage. The variance, if approved, would reduce the rear yard setback from 50 feet to 10 feet. A similar variance was granted on the property in 2015, however, that approval expired shortly thereafter as no action was taken by the previous property owner.

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



BACKGROUND

The existing home was built in 1915 as part of Eureka Addition. The lot is substantially undersized for the R-1A zoning district, having only 12,020 square feet of lot area where 40,000 square feet is required and having only 96.6 feet of lot depth where 150 feet is required. If the setbacks for the R-1A zoning district were applied as written to the property, nearly the entirety of the lot would be unbuildable as demonstrated by the applicant's attached materials. While the existing home is a legal nonconformity, or "grandfathered in", any new structure built on the lot would require a variance.

In 2015, the previous property owners obtained variance approval to reduce the rear yard setback to 10 feet to construct a detached garage. While the applications vary slightly, there are many similarities between the two proposals. This variance approval expired in 2016 as the previous property owner did not construct the detached garage as requested within one year of approval.

ANALYSIS

City Code 1201.05, Subd. 3. a. establishes review criteria for the consideration of variance requests. These criteria are open to interpretation. Staff reviewed the request according to the criteria as follows:

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

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

- a. *Reasonable:* The applicant's request to construct a detached garage on a residential property is reasonable, and was previously contemplated by a variance granted by the City Council in 2015.
- b. *Unique Situation vs. Self-Created:* The practical difficulty is unique to this property as the lot was created in 1915, prior to modern zoning regulations and they own no adjacent property to combine with this lot to bring the property in conformance. If setbacks were to be applied as required, there would be no location on the property suitable for construction of any structure. The applicant was not responsible for the inactivity on the previous variance granted to the property. As a result, the situation is unique to this property and not created by the property owners.
- c. *Essential Character:* There are a number of undersized lots in the vicinity of the subject property and constructing a detached garage with a 10-foot setback would not alter the essential character of the surrounding area.

Economic Considerations: The applicant has not proposed the variance solely based on economic considerations.

Impact on Area/Public Welfare, Other Lands or Improvements: The applicant is not proposing anything that would impair an adequate supply of light and air to an adjacent property or increase the risk of fire.

Minimum to Alleviate Practical Difficulty: Staff finds the proposed variance is the minimum request necessary to alleviate the practical difficulty.

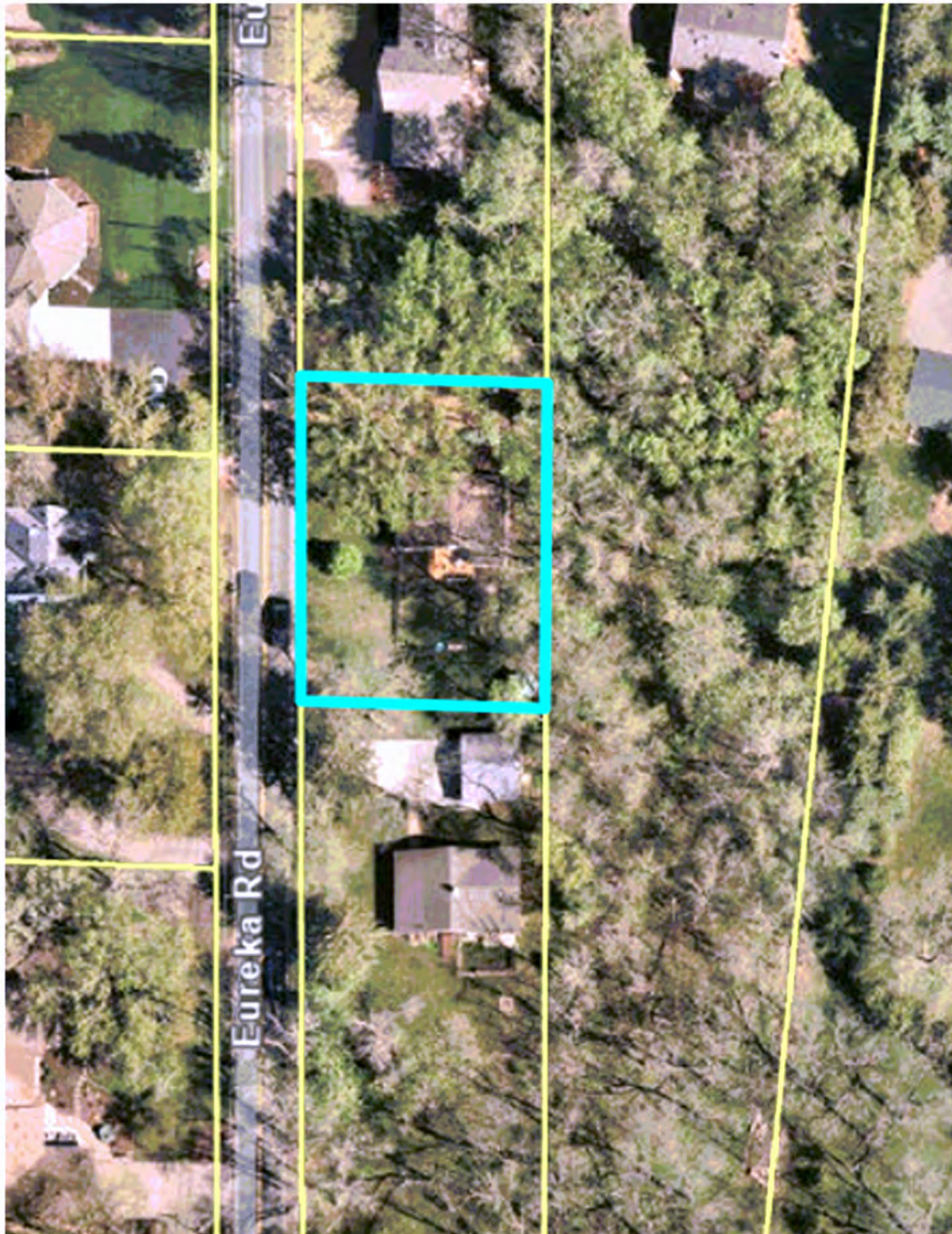
FINDINGS/RECOMMENDATION

Staff recommends approval of the request for a variance subject to the following conditions:

- The applicant must acquire all necessary permits, including a building permit from the City of Shorewood, and complete construction of the detached garage within one year of the date of approval.

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

5765 Eureka Road Location Map



2/17/2025
5765 Eureka Road
WRITTEN DESCRIPTION OF THE REQUEST

RECEIVED
FEB 18 2025
CITY OF SHOREWOOD

The applicant requests a variance from the rear yard setback to construct a detached garage structure. A similar variance for the previous owners of this property was approved a number of years ago, but has since expired.

The structures at 5765 Eureka Road currently consists of a single-family home and a small shed, but the property does not have a garage structure. As you see on the site plan, given the existing setback requirements on this property, it is currently impossible to build any structure without the need for a variance. After many design options were considered, the homeowners selected a design that required the least number of variances, and had the least amount of impact to surrounding properties. The design and aesthetics of the detached garage structure are intended to blend in with the existing residential structure on the property, and feel as if it was built at the same time as the current home. Though the existing residential structure is not very tall, the height of the proposed structure has been intentionally left even shorter than the existing residence, to give prominence to the existing structure. All architectural details of the proposed structure will match the existing residential structure. While this design does require a 1.3% increase in hardcover, we are still below the hardcover requirement for this property. It is also of note that over 10% of this property's allotted hardcover is given to the existing bituminous surface of Eureka Road.

That being said, it is our assertion that 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. We propose to use the property in a reasonable manner, but which is not permitted by the required setbacks given the existing property dimensions. These existing circumstances are unique to the property and have not been created by the landowner. If approved, the variance would not alter the essential character of the area.

The variance would not impair an adequate supply of light and air to adjacent property owners, as it will be tucked into an existing tree line and away from any existing structures. It will not increase congestion in the public street, and it will not endanger the public or increase the danger of fire. The structure would not be detrimental to the welfare of the public, and it wouldn't be injurious to other lands or improvements in the neighborhood. The variance requested is the minimum necessary to alleviate the practical difficulties.

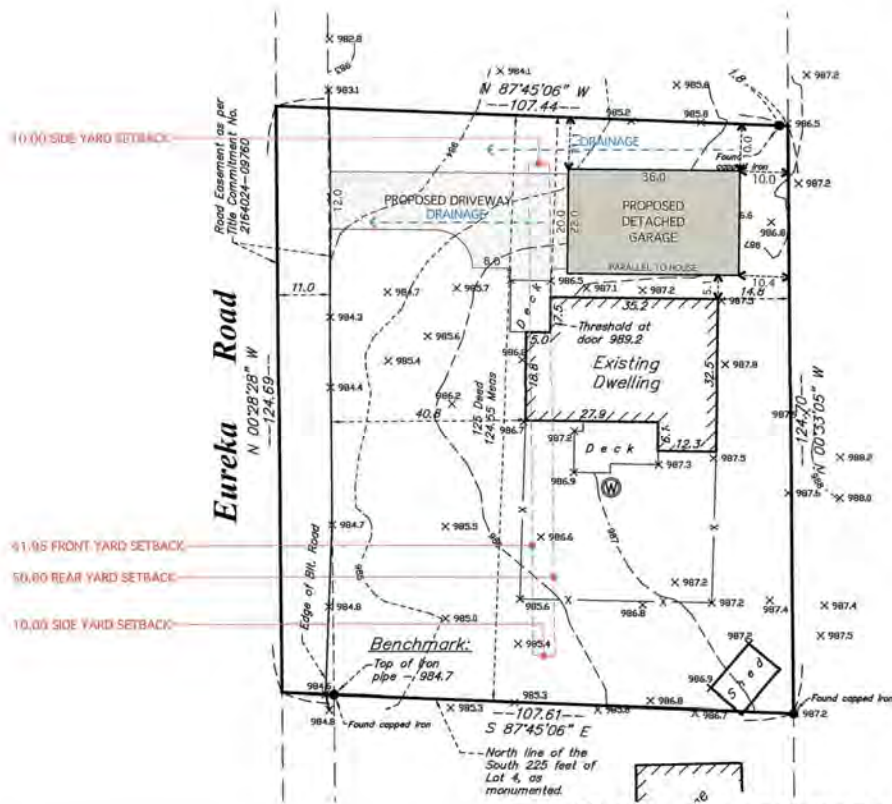
PROPOSED HARDCOVER

EXISTING HOUSE	1,095 SQ.FT.
EXISTING DECKS	263 SQ.FT.
EXISTING SHED	104 SQ.FT.
EXISTING BIT. ROAD	1,349 SQ.FT.
PROPOSED GARAGE	792 SQ.FT.
PROPOSED DRIVEWAY	791 SQ.FT.

PROPOSED HARDCOVER	4,394 SQ.FT.
AREA OF LOT	13,392 SQ.FT.

PERCENTAGE OF HARDCOVER TO LOT = 32.8%

1
01



PLAN - site and drainage

SCALE 1" = 20'

wallace

ARCHITECTURE, PLLC

311 Third Street
Excelsior, MN 55331

952.913.9641

These documents are instruments of service, and, as such, remain the property of wallace ARCHITECTURE, PLLC. Use or publication of these documents requires written approval from wallace ARCHITECTURE, PLLC.

the JOSEPH garage
5765 Eureka Road
Shorewood, MN

Project Number: 2411

Project Architect: Dan Wallace

Drawn By: Dan Wallace

Date of Issue: Variance.1 - 17 Feb 2025

Preliminary - 16 Dec 2024

RECEIVED
FEB 18 2025
CITY OF SHOREWOOD

01

wallace

ARCHITECTURE, PLLC

311 Third Street
Excelsior, MN 55331

952.913.9641

These documents are instruments of service, and, as such, remain the property of Wallace Architecture, PLLC. Use or publication of these documents requires written approval from Wallace Architecture, PLLC.

the JOSEPH garage
5765 Eureka Road
Shorewood, MN

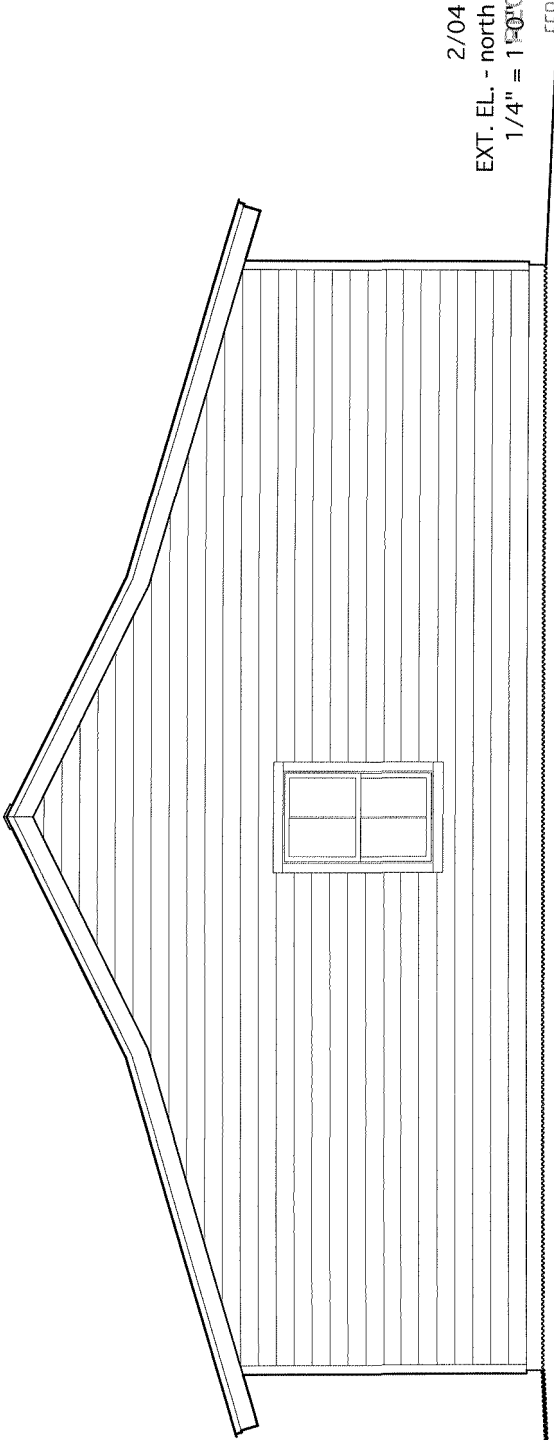
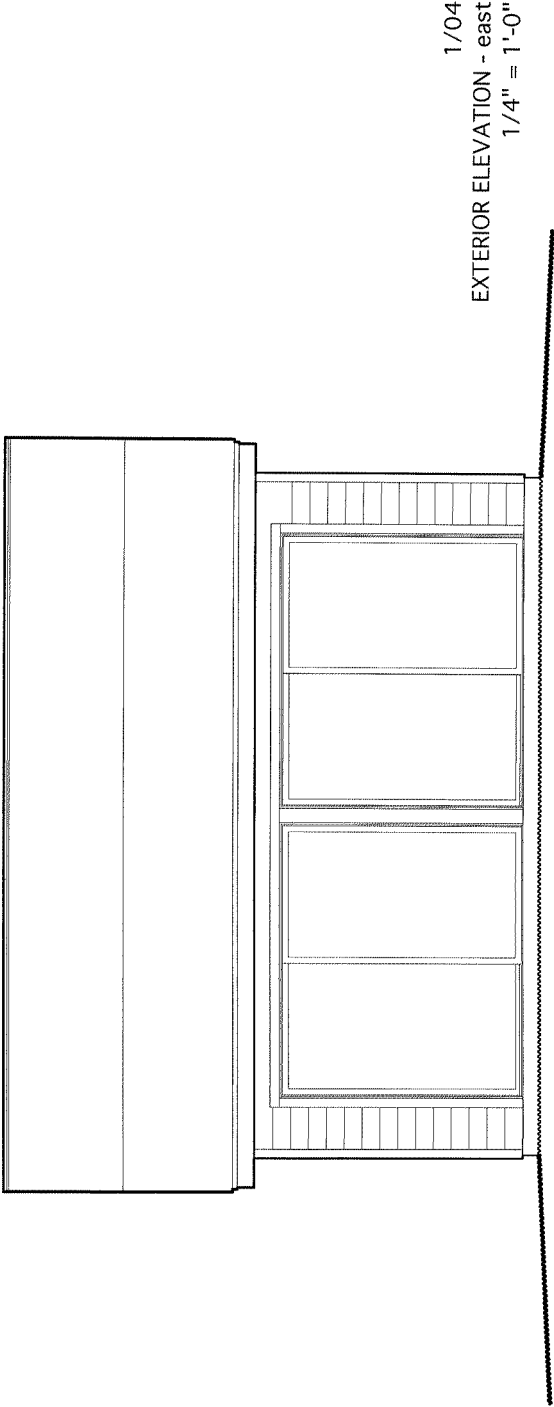
Project Number: 2411

Project Architect: Dan Wallace

Drawn By: Dan Wallace

Date of Issue: Variance.1 - 17 Feb 2025
Preliminary - 16 Dec 2024

04



RECEIVED
FEB 18 2025
CITY OF SHOREWOOD

wallace

ARCHITECTURE, PLLC

311 Third Street
Excelsior, MN 55331

952.913.9641

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the JOSEPH garage
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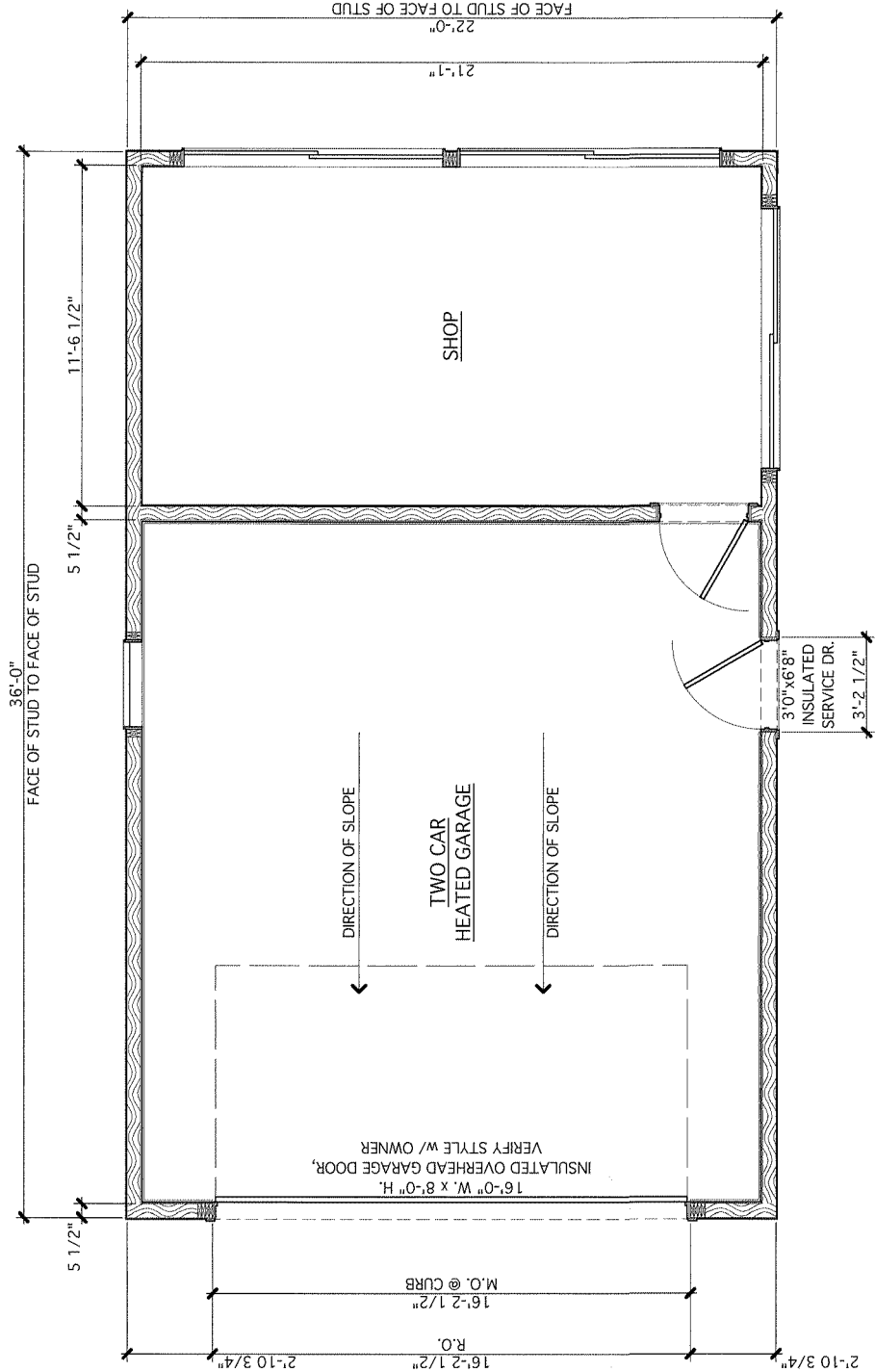
Project Architect: Dan Wallace

Drawn By: Dan Wallace

Date of Issue: Variance. 1 - 17 Feb 2025
Preliminary - 16 Dec 2024

RECEIVED
FEB 18 2025
CITY OF SHOREWOOD

02



PLAN - main level garage

SCALE: 1/4" = 1'-0"

CITY OF SHOREWOOD

RESOLUTION NO. 15-017

**A RESOLUTION GRANTING SETBACK VARIANCES
TO NICK BENDER**

WHEREAS, Nick Bender (Applicant) is the owner of real property located at 5765 Eureka Road, City of Shorewood, legally described as:

"The North 125 feet of the South 350 feet of Lot 4, Eureka, Hennepin County, Minnesota"; and

WHEREAS, the Applicant has an existing single-family dwelling and a small garage, both of which are located too close to the rear property line; and

WHEREAS, the Applicant proposes to replace the existing, single-car garage with a new two-car garage and relocate an existing nonconforming deck adjoining the house, both of which necessitate setback variances; and

WHEREAS, the Applicant's request was reviewed by the City Planner, whose recommendations are included in a memorandum, dated 29 January 2015, a copy of which is on file at City Hall; and

WHEREAS, after required notice a public hearing was held and the application reviewed by the Planning Commission at a regular meeting held on 3 February 2015, the minutes of which meeting are on file at City Hall; and

WHEREAS, the City Council considered the application at its regular meeting on 23 February 2015, at which time the Planner's memorandum and the Planning Commission's recommendations were reviewed and comments were heard by the Council from the Applicant and from the City staff; and

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

FINDINGS OF FACT

1. The subject property is located in an R-1A, Single-Family Residential zoning district, which requires a 50-foot setback from the rear lot line and a 50-foot setback from the front lot line.

2. The subject property is substandard in lot area and lot depth, having only 12,020 square feet of area where 40,000 square feet is required and having only 96.6 feet where 150 feet is required.

3. The Applicant proposes to construct a new detached garage on the north side of the existing house, ten feet from the rear lot line, requiring a variance of forty feet.

4. The Applicant proposes to construct a new deck on the south side of the house, 16.8 feet from the rear lot line, requiring a variance of 33.2 feet.

5. The Applicant proposes to demolish the existing garage on the south side of the home.

6. Due to the shallow depth of the lot, the front and rear setbacks render the lot unbuildable without variances.

CONCLUSIONS

A. The Applicant has satisfied the criteria for the grant of a variance under the Shorewood City Code and has established practical difficulties as defined by Minnesota Statutes.

B. Based upon the foregoing, the City Council hereby grants to the Applicant a setback variance to build a detached garage 10 feet from the rear lot line and a new deck 16.8 feet from the rear lot line.

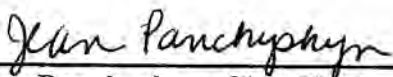
C. The City Clerk is hereby authorized and directed to provide a certified copy of this resolution for filing with the Hennepin County Recorder or Registrar of Titles.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23rd day of February 2015.



Scott Zerby, Mayor

ATTEST:



Jean Panchyshyn, City Clerk

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

RESOLUTION 25-039

**A RESOLUTION APPROVING VARIANCE TO REDUCE THE REQUIRED REAR YARD SETBACK
FROM 50 FEET TO 10 FEET ON PROPERTY LOCATED AT 5765 EUREKA RD TO ACCOMMODATE
CONSTRUCTION OF A DETACHED GARAGE**

WHEREAS, Dan Wallace (the “Applicant”) proposed to construct a detached garage 10 feet from the rear property line where 50 feet is required; and,

WHEREAS, the property is legally described as:

THE NORTH 125 FEET OF THE SOUTH 350 FEET OF LOT 4, EUREKA, HENNEPIN COUNTY,
MINNESOTA.

WHEREAS, the Applicant’s request was reviewed by the planning staff, whose recommendation is included in a memorandum for the April 1, 2025, Planning Commission meeting, a copy of which is on file at City Hall; and,

WHEREAS, the Planning Commission held a public meeting on April 1, 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 April 14, 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 and staff.

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

FINDINGS OF FACT

1. The subject property is located in an R-1A Single-Family Residential zoning district, which requires a 50-foot setback from the rear lot line.
2. The subject property is substandard in lot area and lot depth, having only 12,020 square feet of area where 40,000 square feet is required and having only 96.6 feet where 150 feet is required.
3. The Applicant proposes to construct a new detached garage on the north side of the existing house, ten feet from the rear lot line, requiring a variance of 40 feet.
4. Due to the shallow depth of the lot, the front and rear setbacks render the lot substantially unbuildable without variances.

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 February 18, 2025 (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 detached garage on the subject property with a 10-foot rear yard setback, as shown on the Plans.
- B. The City Council finds the variance request is consistent with the intent of the comprehensive plan and in harmony with the general purposes and intent of the zoning regulations.
- C. The City Council finds that the request specifically demonstrates practical difficulties based on the existing lot being created prior to the application of the R-1A lot width. The detached garage is a reasonable residential use, the difficulties were not created by the applicant, and that the detached garage would not alter the essential character of the neighborhood.
- D. The City Council finds that the request is not solely based on economic considerations.
- E. The City Council finds that the reduced rear yard setback 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 detached garage would not be detrimental to the public welfare nor would it be injurious to other lands or improvements in the neighborhood subject to the conditions listed below.
- G. The variance is the minimum variance necessary to address or alleviate the practical difficulties caused by the original construction and substandard lot size.
- H. Prior to beginning any construction on the Property, the applicant shall acquire all necessary permits and submit a construction management plan including storage of construction materials, parking of contractors and subcontractors, trash management, erosion control, etc.
- I. 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 SHOREWOOD, MINNESOTA this 14th day of April, 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

Item
8A

City Council Meeting Item

Title/Subject: Rental Licensing Software Quote & Service Agreement
Meeting Date: April 14, 2025
Prepared by: Jake Griffiths, Planning Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: IWorQ Service Agreement

Background

City staff are continually seeking methods to increase efficiency, reduce waste, streamline operations, and enhance residents' access to local government services. One approach identified is the utilization of technology. In 2021 the City transitioned away from a pen and paper style approach to permit management by using IWorQ's permit management software. The result has been a significant increase in efficiency, transparency, and a streamlined process for residents when it comes to obtaining a building or zoning permit from the City. The Planning & Protective Inspections Department also uses IWorQ's code enforcement software to streamline all aspects of the code enforcement process, and the result has been a significant improvement in how quickly complaints are resolved and a significant decrease in the amount of staff time needed to process zoning violations.

One of the last areas the Planning & Protective Inspections Department continues to utilize a pen and paper approach is rental licensing. The City licenses approximately 150 rental properties through a rolling 3-year renewal cycle. This means that the rental licensing process is completed every year by City staff and can take 9-12 months to complete. The typical rental licensing process goes as follows:

- City staff send out a fall renewal mailing to license holders who need to renew their license.
- City staff send out a second renewal mailing to license holders who have not renewed their license by December 1st.
- City staff follow up with any outstanding license holders after January 1st through the code enforcement process.
- Property owners submit hard copies of their application materials and payment of the license fees to the City either in-person at City Hall or through the mail.
- City staff review the application materials and track down missing application items or fees as needed. This process can repeat several times and City staff spend a significant amount of time following up with applicants on this step.
- City staff coordinate scheduling an inspection with the applicant.
- The Building Official conducts the inspection and either orders corrections or passes the inspection.
- If the inspection is passed, city staff prepare the license through Microsoft Word and mail a copy to the applicant.
- If the inspection fails, the steps are repeated until the corrections are made. About two thirds of rental license applications fail their first inspection. City staff spend a significant

amount of time following up with applicants to ensure corrections are being made, scheduling re-inspections and conducting subsequent inspections.

This process is very inefficient for both City staff and residents, and also falls short of resident expectations to be able to apply for a rental license online. It should be noted that this current process touches all employees of the Planning & Protective Inspections Department, and during the renewal cycle it is the primary item the department's part-time Administrative Assistant works on which takes valuable staff time away from other core needs in the department. In response, City staff began looking for ways technology may be able to improve this situation and found that obtaining rental licensing software would be the best solution.

Cost Analysis

City staff conducted a cost analysis and found that annually the department spends about 210 hours completing the rental licensing cycle, which when factoring in materials and labor costs works out to about \$10,000 per year to administer the program. It is anticipated that by implementing the rental licensing software material costs would be reduced to near \$0.00 as the entire rental licensing process would be administered electronically. It is also anticipated that hours spent by the department would be reduced to about 120 hours as the need to prepare physical renewal mailings, process application materials, and coordinate issuance of licenses would all be automated through the software. It is anticipated that the time and material cost savings of implementing the rental licensing software are around \$4,000.00. It is also anticipated that the software will save time and costs for residents, who will now be able to apply online and upload their application materials electronically rather than take time out of their day to print out their application materials, visit City Hall or mail them to the City.

Other Software Options

While other software exists for rental licensing, in order to maintain consistency it would be best to utilize IWorQ's rental licensing software. IWorQ is the current permit management and code enforcement software vendor for the City, and City staff are happy with its functionality and ease of use for both staff and residents. City staff did reach out to other rental licensing software providers and the cost would be substantially higher to use a different vendor as there would be significant installation and set up fees. City staff and residents are also already familiar with IWorQ which will significantly improve implementation. Use of the IWorQ rental licensing software would cost \$5,250.00 for year one and \$4,750.00 for subsequent years.

Software Functionality

IWorQ's rental licensing software comes with a high-level of functionality including the following features:

- Online rental licensing module, resident portal and credit card/debit card processing.
- Ability to be accessed on any computer, table, or mobile device.
- Ability for residents to upload required documentation, including confidential data.
- Ability for City staff to require all necessary information be provided prior to an application being submitted.
- Comprehensive licensing capabilities for rental properties such as processing the initial application, scheduling inspections, creating work orders for failed inspections, and license issuance.

- Renewal and invoicing.
- Inspection routing.
- Ability to process multiple invoices for properties that may have more than one rental unit.
- Ability for residents to request and pay for inspections.
- Standardized forms for submitting online rental license applications.
- Free letters, utilizing IWorQ's template library, and up to 3 custom letters the City can tailor for its use.
- Online payment processing through the City's existing online payment provider.
- Ability for City staff to conduct renewal notifications with the click of a button through a mass renewal notification.
- Integration with the City's electronic document storage software Laserfiche, which reduces need to print and scan license applications and materials.

It is also anticipated that once the software is set up, it could also be used for some of the City's other licenses such as farm animals, tobacco, liquor, etc. to further help streamline operations and reduce costs.

Project Timeline

It is expected that full implementation and integration of the rental licensing software would be completed in 3-4 months and would be operational for the next rental licensing renewal cycle at the end of 2025. This timeline would also allow City staff to implement the software concurrently with the onboarding of the Planner position, who would be the primary administrator of the software once installed.

Financial or Budget Considerations

The Planning & Protective Inspections Department has \$100,000 in its 2025 budget for consultants that was anticipated to be used to assist with updates to the City Code. However, due to being short staffed it is not anticipated that the full \$100,000 will be spent in 2025. Therefore, the rental licensing software would be paid for using the unused consultant budget for 2025 and in future years the cost would be added to the Planning & Protective Inspections Department budget. It is also anticipated that the rental licensing application fee may be increased in the future so help offset the costs of the software.

Action Requested

Motion to approve the purchase of rental licensing software and enter into an agreement with IWorQ for \$5,250.00 for year one, which includes implementation and training, and \$4,750.00 for subsequent years. A simple majority vote is required.



IWORQ SERVICE AGREEMENT

For iWorQ applications and services

Shorewood, MN here after known as (“Customer”), enters into THIS SERVICE AGREEMENT (“Agreement”) with iWorQ Systems Inc. (“iWorQ”) with its principal place of business 1125 West 400 North, Suite 102, Logan, Utah 84321.

1. SOFTWARE AS A SERVICE (SaaS) TERMS OF ACCESS:

iWorQ grants Customer a non-exclusive, non-transferable limited access to use iWorQ service(s), application(s) on iWorQ’s authorized website for the fee(s) and terms listed in Appendix A. This agreement will govern all application(s) and service(s) listed in the Appendix A.

2. CUSTOMER RESPONSIBILITY:

Customer acknowledges that they are receiving only a limited subscription to use the application(s), service(s), and related documentation, if any, and shall obtain no titles, ownership nor any rights in or to the application(s), service(s), and related documentation, all of which title and rights shall remain with iWorQ. Customer shall not permit any user to reproduce, copy, or reverse engineer any of the application(s), service(s) and related documentation. iWorQ is not responsible for the content entered into iWorQ's database or uploaded as a document or image.

3. TRAINING AND IMPLEMENTATION:

Customer agrees to provide the time, resources, and personnel to implement iWorQ’s service(s) and application(s). iWorQ will assign a senior account manager and an account management team to implement service(s) and application(s). Typical implementation will take less than 60 days. iWorQ account managers will call twice per week, provide remote training once per week, and send weekly summary emails to the customer implementation team. iWorQ can provide project management and implementation documents upon request. iWorQ will do ONE import of the Customer’s data. This import consists of importing data, sent by the Customer, in an electronic relational database format. Acquisition of data is the responsibility of the client; iWorQ will not be involved in negotiation for data with third parties.

Customer must have clear ownership of all forms, letters, inspections, checklists, and data sent to iWorQ.



4. CUSTOMER DATA:

Customer can run reports and export data from iWorQ application(s) at any time.

Customer can pay iWorQ for additional data management services(s), onsite backups application(s) and other service(s).

Data upload and storage is provided to every customer. This includes uploading files up to 25MB and 100GB of managed data storage on AWS GovCloud. Additional upload file sizes and managed data storage sizes can be provided based on the application(s) and service(s) listed in Appendix A.

Customers can upload and store images with personal information like driver's license, and more. This data can be used by the customer to complete the permitting, licensing, or code enforcement processes. Customer understands that the data must be uploaded and stored in the sensitive data upload section of the iWorQ software for access and security purposes.

iWorQ is not responsible for: (1) For the content entered into iWorQ's database, (2) For images or documents scanned locally and uploaded by the iWorQ users, (3) For documents or images uploaded by citizen over the web, and (4) For data sent to the Customer by iWorQ.

5. CUSTOMER SUPPORT:

Customer support and training are FREE and available Monday-Friday, from 6:00 A.M. to 5:00 P.M. MST, for any authorized user with a login. iWorQ provides unlimited remote Customer training (through webinars), phone support, help files, and documentation. Basic support requests are typically handled the same day. iWorQ provides "Service NOT Software".

6. BILLING:

iWorQ will invoice Customer on an annual basis. iWorQ will send invoices by mail and by email to the address(s) listed in Appendix A. Terms of the invoice are net 30 days from the date of the invoice. Any billing changes will require that a new Service(s) Agreement be signed by the Customer.

Any additional costs imposed by the Customer including business licenses, fees, or taxes will be added to the Customer's invoice yearly. Support and services fees may increase in subsequent years but will increase no more than 5% per year.



Customer pricing is based on a 3 Year Term and reflects a discounted annual price. Changes to the Term or the Termination Policy (Section 7. Termination:), will affect the annual pricing and could double your annual cost. Customer reserves the right to pay the 3 Year Term upfront to secure discounted annual pricing

7. TERMINATION:

Either party may terminate this agreement after the initial 3-Year Term, without cause if the terminating party gives the other party sixty (60) days written notice. Should the Customer terminate any part of the application(s) and or service(s) the remaining balance will immediately become due. Should the Customer terminate any part of the application(s) and or service(s) a new Service(s) Agreement will need to be signed. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive one (1) year terms unless either party provides notice of termination or non-renewal no less than sixty (60) days prior to expiration of the then-current term.

Upon termination of this Agreement, iWorQ will discontinue all application(s) and or service(s); iWorQ will provide customer with an electronic copy of all of Customer's data, if requested by the Customer (within 3-5 business days).

During the term of the Agreement, the Customer may request a copy of all of Customer's data, which shall be provided to Customer for a cost of no more than \$2500 per copy. Please note, if the Customer is not in compliance with the material terms and conditions of this Agreement, iWorQ will not be required to provide Customer with the data..

8. ACCEPTABLE USE:

Customer represents and warrants that the application(s) and service(s) will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, and policies, terms and procedures. iWorQ may restrict access to users upon misuse of application(s) and service(s).

9. MISCELLANEOUS PROVISIONS:

This Agreement will be governed by and construed in accordance with the laws of the State of Utah. Customer recognizes that iWorQ Systems is a software company located in Utah. Any changes to this section, including changes to the Venue or Forum, will be subject to an increase in their annual pricing.



10. CUSTOMER IMPLEMENTATION INFORMATION:

Primary Implementation Contact _____ **Title** _____

Office Phone _____ Cell (required) _____

Email _____

Secondary Implementation Contact _____ **Title** _____

Office Phone _____ Cell (required) _____

Email _____

Portal Setup Contact (if applicable) _____ **Title** _____

Office Phone _____ Cell _____

Email _____ Signature _____

(This person is responsible for placing the iWorQ Portal Link being placed on the agency's website within 90 days of the agreement signature. The iWorQ Portal Link will remain on agencies website for the entire Term of the agreement. If the iWorQ Portal Link is not placed on the city website within 90 days, the Agency agrees to pay an additional \$1,000 dollars towards setup costs (this is to cover iWorQ's time).

11. CUSTOMER BILLING INFORMATION:

Billing Contact _____ **Title** _____

Billing Address: _____

Office Phone _____ Cell _____

Email _____

PO# _____ (if required) Tax Exempt ID # _____

12. ACCEPTANCE:

The effective date of this Agreement is listed below. Authorized representative of Customer and iWorQ have read the Agreement and agree and accept all the terms.

Signature _____

Effective Date: _____

Printed Name _____

Title _____

Office Number _____



Cell Number _____

iWorQ Service(s) Agreement APPENDIX A



iWorQ Price Proposal

Shorewood, MN	Population- 7783
5755 Country Club Road, Shorewood, MN 55331	Prepared by: Anthony Valenti

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Rental Licensing *Rental Module *Rental Portal *Online Credit/Debit card processing integrated with iWorQ. (PayRoc) -Available on any computer, tablet, mobile device using Chrome Browser -Licensing for Rental Properties -Selection of 3 Location Types -Renewal and invoicing Included -Includes Inspection Routing -Multi-Invoice Payment Included -Request and Pay for inspections -Includes 3 web forms for submitting online rental registrations -Free letters, utilizing iWorQ's template library, and up to 3 custom letters. -Online payment processing through PayRoc -Includes Sensitive File Uploads that are required to finish licensing process (i.e Driver's License)	\$4,750.00	Annual
Payment Processing - Online Credit/debit card processing (Through PayRoc) - Payments are recorded and tracked in iWorQ -iWorQ's reporting tool can track all historical transactions	\$500.00	Annual
Community Development (Department) *Permit Management *Code Enforcement *Portal Home -Configurable portal for ease of applying for permits, tracking current	\$6,500.00	Annual



permits online -Allows for submitting code enforcement issues online and viewing code cases -Messaging feature for easy interaction with citizens -Inspection and plan review tracking -Track permits and cases with customizable reporting -Includes Sensitive File Uploads that are required to finish permit, licensing or code enforcement process (i.e Driver's License) -OpenStreetMap tracking abilities with quarterly updates -3 Custom Web Forms for Portal Home -Free forms, letters, and/or permits utilizing iWorQ' template library and up to 3 custom letters		
Subscription Fee Total (This amount will be invoiced each year)	\$11,750.00	Annual

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Package Price	Billing
Implementation and Setup cost year 1	\$500.00	Year One
Up to 5 hours of GIS integration and data conversion	Included	Year One
Data Conversion	Included	Year One

Grand Total Due Year 1	\$12,250.00	Year One Total
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NOTES AND SERVICE DESCRIPTION

- I. Invoice for the (Annual Subscription Fee Total + One-Time Total) will be sent out 2 weeks after signature and Effective Date
- II. This subscription Fee and Agreement have been provided at the Customer's request and is valid for 25 days
- III. This cost proposal cannot be disclosed or used to compete with other companies.
- IV. This agreement combines existing services totaling \$7,000 with proposed added services (Rental License \$4,750) for a new combined annual total of \$11,750. Added Services may be prorated



Item
9A.1

City Council Meeting Item

Title/Subject: **Quarter 1 Communications Report**
Meeting Date: April 14, 2025
Prepared by: Eric Wilson, Communications & Recycling Coordinator
Attachments: **2025 Q1 Communications Report**

Background

The City of Shorewood Communications Coordinator has prepared a report to highlight the City's communications efforts January 1 to March 31, 2025, including data for website, email, social media, and the *ShoreReport*. The information from this report helps to inform and guide the City's priorities around communications methods and content.

Quarter 2 (April, May, June) goals are to:

1. Continue to use newsletter, website, email and social media to inform and educate residents and solicit feedback.
2. Engage residents in a community-wide survey, made available online and in paper format.
3. Make steps toward implementing a new public alert system with JPA partner cities.
4. Begin to draft a strategic communications plan.

Financial Considerations

N/A

Action Requested

Staff requests council review the information in the report and bring any comments, questions or ideas to staff.

COMMUNICATIONS REPORT

January 1 to March 31, 2025

OVERVIEW

The City of Shorewood uses a variety of tools to help keep community members informed about City services, issues, and events. These include the City's website, social media, email, and print publications, such as the *ShoreReport*.

KEY METRICS

	January	February	March
Social Media			
Facebook Reach*	1025	1157	1127
Facebook Views**	6158	5998	5111
Instagram Reach	918	281	361
Instagram Views	3048	1137	1805
Nextdoor Impressions***	2174	1768	908
Website			
Views	12000	13000	11000
Users	3500	7000	3100

**Reach: This metric counts reach from the organic or paid distribution of your Facebook content, including posts, stories and ads. It also includes reach from other sources, such as tags, check-ins and Page or profile visits. This number also includes reach from posts and stories that were boosted. Reach is only counted once if it occurs from both organic and paid distribution. This metric is estimated.*

***Views: The number of times your content was played or displayed.*

****Nextdoor Impressions: This metric represents the total number of times a post (including ads) is shown to members. These metrics are recorded under the views column.*

SHORE REPORT

The ShoreReport is the City's bimonthly newsletter. It is mailed to 2576 households. A digital version of each newsletter is available to view on the City's website. It is shared via email and social media.

SOCIAL MEDIA

City of Shorewood has 4 primary social media accounts: Facebook, Instagram, Nextdoor, and X. Majority of Facebook audience is women (70% of total), between the ages of 45-54. 26% of total Facebook audience live in Shorewood. The majority of Instagram audience is women (71% of total) and between the ages of 35-44. 20% of total Instagram audience live in Shorewood. Due to changes in X, statistics are not available for free.

WEBSITE

Most users browse the City's website from a desktop computer (66.4% of users), followed by mobile devices (27.2%), and tablet (6.5%). In January through March, the top pages visited on the City of Shorewood's website included: search tool (8% of total visits), licenses and permits (5%), Shorewood Community Event Center (4%), and news (3%). During this same time frame, the terms most searched through the website's search tool were: *recycling, utilities, zoning map, jobs, road restrictions*.

EMAIL

The City of Shorewood utilizes Constant Contact to send email communications. On average, open rate is 72% and click rate is 6%. Industry average open rate is 36% and industry average click rate is 5%.

There are 2,121 subscribers across various lists. Current active lists include:

- 2025 Mill & Overlay Projects
- Arctic Fever Winter Festival
- City Budget
- City Council Meeting Agenda Packets
- Emergency Alerts
- Eureka Road (2025)
- Freeman Park Trail Project
- General City News & Events
- Southshore Senior Partners
- Volunteer Opportunities
- Message from the Mayor
- Mill Street Pathway Project
- Ordinance Notification/Public Notice
- Park and Community Center Programs
- Park Commission
- Planning Commission
- Recycling News
- Residential Tree Sales
- Road Construction General Updates
- ShoreReport

January

Topics covered in emails this month included:

- Park and Planning Commissioner Vacancies
- Citizen Request Tracker
- 2025 City Budget
- Permits that expire on Dec 31 each year
- AARP Tax-Aide Appointments
- Arctic Fever
- Name a Snowplow Contest
- Recycling Collection Schedule
- Tree & Battery Disposal

Date	Email	Sends	Opens	(%)	Clicks	(%)
12/31	General News & Events	940	676	75	60	7
12/31	Recycling	835	629	79	47	6
1/2	ShoreReport (Jan-Feb)	1010	699	73	153	16
1/2	Public Notices (1/13)	521	410	81	76	15
1/3	Planning Commission Meeting (1/7)	29	26	93	7	25
1/6	SSSP Newsletter (Jan-Mar)	133	98	79	30	24
1/9	Park Commission Meeting (1/14)	21	16	80	4	20
1/11	City Council Meeting Agenda (1/13)	899	586	68	44	5
1/24	Public Notices (1/4)	526	408	80	32	6
1/24	City Council Meeting (1/27)	902	610	71	34	4

February

Topics covered in emails this month included:

- Plastic-Free Challenge
- Waste Prevention & Recycling Grant Opportunities
- Fix-it-clinics
- Making Sense of Local Gov't: Implementing the Comprehensive Plan
- Planning Director Retirement
- AARP Tax-Aide Appointments
- Planning Director Vacancy
- Park and Planning Commissioner Vacancies
- 2025 Master Fee Schedule
- Name a Snowplow Contest
- Arctic Fever Follow-up

Date	Email	Sends	Opens	(%)	Clicks	(%)
1/28	Recycling	836	618	77	35	4
1/30	General News & Events (February)	945	675	74	72	8
1/31	Planning Commission Meeting (Feb 4)	35	31	91	7	21
2/6	Park Commission Meeting (Feb 11)	25	20	83	5	21
2/7	City Council Meeting (Feb 10)	901	612	71	43	5
2/12	Public Notices (Feb 24)	519	400	79	71	14
2/14	City Council Meeting (Feb 18)	900	613	71	37	4
2/21	City Council Meeting (Feb 24)	901	601	70	39	5

March

Topics covered in emails this month included:

- Lucky's Pots O' Gold
- RFP for Parks & Rec Comprehensive Plan
- SCEC Rentals
- Warming Houses Closure
- Park Commission Dates Change
- Community Garden Plots
- South Lake Safety Camp
- Street Sweeping
- Park & Planning Commissioners
- Hwy 7 RFP
- Making Sense of Local Gov't: Recycling
- Updated Lawn Guidelines
- Tree Removal Project at Lake Minnewashta
- Keeping Pet on Leash
- Spring Road Weight Restrictions

Date	Email	Sends	Opens	(%)	Clicks	(%)
2/26	Parks & Rec (March)	745	507	73	21	3
2/28	Planning Commission Meeting (3/4)	37	30	89	3	9
2/28	General News & Events (March)	943	655	72	31	3
3/7	City Council Meeting (3/10)	899	594	69	33	4
3/10	Recycling	835	620	78	40	5
3/14	ShoreReport (March-April)	1014	695	73	165	17
3/20	Public Notices (4/1)	530	402	78	52	10
3/20	South Shore Senior Partners Newsletter (April-June)	140	101	77	35	27
3/21	City Council Meeting (3/24)	901	601	70	33	4
3/21	Park Commission Meeting (3/25)	28	22	81	3	11
3/25	Spring Street Sweeping	948	640	70	2	1