

**CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
MONDAY, APRIL 28, 2025**

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

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

## **AGENDA**

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

A. Pledge of Allegiance

B. Roll Call

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

C. Review and Adopt Agenda

### **Attachments**

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

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

- |   |   |
|---|---|
| A. City Council Work Session Minutes of April 14, 2025              | Minutes                                     |
| B. City Council Regular Meeting Minutes of April 14, 2025           | Minutes                                     |
| C. Verified Claims List   | Claims List                                 |
| D. Retail Liquor License Renewals                                   | Deputy City Clerk Memo<br>Resolution 25-040 |
| E. Parks Master Plan Contract                                       | Park/Rec Manager Memo                       |
| F. Freeman Park Trail Head Amended Agreement,<br>City Project 22-05 | City Engineer Memo<br>Resolution 25-041     |

- |   |                            |
|---|----------------------------|
| G. Building Permit Escrow Agreement for 6140 Apple Rd | Planning Director Memo     |
| H. Turf Maintenance Service Agreement                 | Public Works Director Memo |
| I. Eddy Station Concession Agreement                  | Park/Rec Manager Memo      |
| J. Code Enforcement Mowing Contract                   | Planning Director Memo     |
| K. 2025 Strategic Work Plan                           | City Administrator Memo    |

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

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

#### **5. PARKS**

#### **6. PLANNING**

- |  |  |
|--|--|
| A. Report by Commissioner Magistad on 04-01-25 Planning Commission Meeting   | Minutes  |
| B. Rezoning Three Parcels to R-3A<br>Applicant: City of Shorewood<br>Location: 24560, 24590 and 24620 Smithtown Rd | Planning Director Memo<br>Ordinance 618<br>Resolution 25-042 |
| C. Rezoning Three Parcels to R-2A<br>Applicant: City of Shorewood<br>Location: 6055, 6065 and 6067 Lake Linden Dr  | Planning Director Memo<br>Ordinance 619<br>Resolution 25-043 |
| D. Public Hearing: Subdivision Ordinance Update<br>Applicant: City of Shorewood<br>Location: City-wide             | Planning Director Memo<br>Ordinance 617<br>Resolution 25-044 |

**7. ENGINEERING/PUBLIC WORKS**

- A. 2025 Mill & Overlay and Eureka Road Bids Results and Contract, City Project 24-10, 23-01 City Engineer Memo  
Resolution 25-045

**8. GENERAL/NEW BUSINESS**

- A. Security and Camera System Initiative Public Works Director Memo

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

- A. Staff
  - 1. Spring Clean Up Communications/Recycling Coordinator Memo
- B. Mayor and City Council

**10. ADJOURN**

CITY OF SHOREWOOD  
CITY COUNCIL WORK SESSION MEETING  
MONDAY, APRIL 14, 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, Maddy, Sanschagrín, and Gorham; City Attorney Shepherd; City Administrator Nevinski; Parks and Recreation Manager Czech; Planning Director Griffiths; Director of Public Works Morreim; and, City Engineer Budde

Absent: Councilmember DiGruttolo

#### B. Review Agenda

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

### 2. VEGETATION MANAGEMENT DISCUSSION

Public Works Director Morreim noted that he felt that the last few years had culminated in the need for an overarching discussion related to vegetation management. He noted that the city had been dealing with buckthorn quite a bit over the last few years, field and park turf, emerald ash borer, park and right-of-way trees, invasive species, in addition to other things. He explained that within the staff memo, staff had laid out much of what they have been doing. He noted that the city had adopted Resolution 14-066 in 2014 and an updated Resolution 22-135, in 2022, and explained that the main difference was related to the use of systemic chemicals and a change from the use of the word 'refrain' to 'gradually reduce'. He noted that in 2017, they had an Urban Forest Management Plan that he had neglected to include in the packet information, and also had the IPM report and recommendations, but clarified that this was not an adopted plan, even though the City was following many of their recommendations. He explained that in the spring of 2023, the city held an open house to get some residents' and park users' input on the IPM work plan. He noted that the city had incorporated the public comments into the IPM work plan, which the Council had approved following the open house. He highlighted some of the buckthorn removal that was done in Freeman Park, along with follow-up removals that have been done, and explained that staff had given annual updates to all of this work for 2023 and 2024. He noted that staff had also put together a draft invasive species plan, and through those discussions with the Council, had mentioned the possibility of having an overarching vegetation management plan.

City Administrator Nevinski clarified that the draft of the invasive-specific plan had only gone to the Park Commission and not the City Council.

Public Works Director Morreim explained that staff were looking for direction from the Council on development of a vegetation management plan and noted that they were looking for something

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that could guide them in both the short-term and long-term and feedback on the role of the Park Commission.

Councilmember Gorham noted that the City's resolution stated that the city would gradually reduce the use of systemic pesticides and explained that he had expected to see that tracked in the annual reports.

Public Works Director Morreim explained that they put forth what they were doing on the different types of vegetation management within the annual reports.

Councilmember Gorham asked how the city was gradually reducing their use and if there was a strategy.

Public Works Director Morreim stated that the reality was that the City was down to the bare minimum for now and noted that they were not using any chemicals for buckthorn removal, or doing EAB injections as of last year, and for turf management, they were treating entire parks. He reiterated that the city was down to the bare minimum for what they felt was appropriate for the level of service and type of activities that take place on the different turf areas within some of the parks. He clarified that they were not using treatments in all the parks and just Manor and Freeman.

Councilmember Sanschagrin asked if the city was using ArmorTech Threesome herbicide.

Public Works Director Morreim stated that they were not using ArmorTech Threesome and believed the last time it was used was in 2020 or 2021. He explained that they were doing a blanket treatment of fertilizer and spot spraying with herbicide where needed.

Councilmember Sanschagrin asked what kind of herbicide was being used.

Public Works Director Morreim stated that it was called TurfLawn, which was at the green level within the IPM report.

Mayor Labadie stated that one of the things that concerned her was the number of staff hours that were expended towards buckthorn removal last year, which equated to a seasonal worker, and noted that those hours were not included in their budget plans. She stated that meant that these hours were either taken away from other projects or duties, or people had put in overtime, which she found hard to be able to justify continuing without addressing it in a budgetary fashion.

Public Works Director Morreim stated that they had learned a lot over the last year and were able to prioritize the work and find time to do it, and then, as they progressed through the year, tried to figure out the best and most efficient way to manage it without using any chemicals. He stated that they had purchased within the existing capital budget, a mower that can be used to cut smaller buckthorn and have also partnered with Hennepin County, which has helped maintain some of the areas where it has been laborious. He explained that the hope for the future was that in the areas that they have removed right now, they will be able to efficiently maintain those areas. He noted that it did not include several areas in Freeman that have not yet been touched and would require a much larger effort. He stated that there were also a lot of ash trees in Freeman Park that need to be removed, and they were looking for some removal options with the County that will be discussed during the regular Council meeting.

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Mayor Labadie noted that he had estimated that there were about eighty volunteer hours and stated that she applauded the community for helping with this work, but felt it was not something the city could rely on.

Public Works Director Morreim stated that one of the lessons they learned in buckthorn removal was that they cannot rely on volunteer efforts because the most efficient way to do it was with equipment, and the city does not allow volunteers to use that type of equipment. He stated that they will hold additional volunteer events for things like tree planting, where mechanical equipment is not necessary.

Councilmember Sanschagrín asked if it made sense for the city to have all the different plans or if they should combine some of them, for example, merging the Vegetation Management Plan with the Urban Forestry Plan.

Public Works Director Morreim explained that his preference would be for a new document that would incorporate all the different aspects. He stated that he felt the 2017 plan was a good plan that had things that they could pull but believed that it needed to be updated to where things were today. He stated that there were also good things in the IPM report, but there were also things that were a bit challenging and not necessarily applicable. He explained that he would like to see them produce something that pulls from some of the different documents into one cohesive plan for the city.

City Administrator Nevinski explained that this was what staff was envisioning and referenced the draft Vegetation Management Plan included in the packet was what the City was trying to move to, so there was an articulated plan for dealing with turf, trees, and invasives, but all in one place.

Councilmember Sanschagrín stated that he felt it made a lot of sense to have one integrated, cohesive plan.

City Administrator Nevinski noted that the IPM was almost unmanageable because it includes so much detail and is even hard for staff to understand.

Councilmember Sanschagrín noted that he had not seen anything included about sight lines and asked if they should create a plan related to them.

Public Works Director Morreim stated that it would be part of right-of-way management and could be folded into the plan.

Councilmember Maddy stated that the staff report noted that they had seen improvements at Manor Pond and some turf conditions and asked for details. He asked if they would be able to determine if it was causal or a coincidence.

Public Works Director Morreim stated that it was based on comments from staff who were maintaining the fields for the last few years. He reviewed the history, condition, and weather conditions, and noted that they were seeing more desirable conditions on the turf. He noted that Manor Pond had also improved with less algae and growth, and noted that by not having weeds, they end up with higher quality ice for the open skate.

Councilmember Maddy stated that for turf mowing, he sees the highest/best use of some of the lesser-used spaces would be their open spaces around the country club development and stated

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that there is a lot of underused turf space throughout the city in some of their larger parks. He asked if Public Works Director Morreim planned to start adding those in to be managed more as open space for things like native plantings, where it was only mowed once a year in the dormant season, so they can use staff time for the more regularly used areas, such as the ballfields.

Public Works Director Morreim explained that he felt that would be part of the discussion that the Council should have through the Vegetation Management Plan. He noted that he would not say that they had designated those open space areas but have carved them out where they do not do treatments. He referenced another city in the Twin Cities metro area that had a natural area where they had wildflowers, and some of the City's discussion about this had also been to incorporate some of those areas into the park areas, but they need a plan for that.

City Administrator Nevinski stated that if the City were going to undertake native vegetation plantings, those would be capital projects, because they are expensive and take several years to get established. He noted that periodically, the city would also need to go in and burn them, so it would be part of the development plan to maintain them.

Councilmember Sanschagrin stated that it would be helpful to know what those costs would be.

Mayor Labadie asked what the city had done last year with Manor Pond.

Public Works Director Morreim stated that they had a treatment program that was contracted out, where they did five treatments, two of which contained alum, which was in the red category, but they had been able to explain the benefits and noted that Manor Pond was not used for swimming or irrigation.

Mayor Labadie shared some background information and history from when the city first started discussing the Manor Park Pond with the residents. She explained that the residents were very vocal and unified that they wanted something done to the pond because it had thick, green algae sludge that had an odor. She noted that after the city began the alum treatments, the neighbors were still vocal but were thanking the city. She noted that in the packet, there were priority areas listed where trails and sidewalks were listed and stated that was something that she had received calls on. She stated that years ago, she believed that Public Works staff used to treat the cracks in the sidewalks, and since that stopped, there are certain areas of the trails and sidewalks where weeds are waist-high in the cracks. She noted that her understanding was that if they were burned, it could cause damage to the infrastructure, nor was it a recommended best practice. She explained that they had heard from residents who said that the City's trails look like crap and asked if there was a plan for these areas and what was done last year for sidewalk maintenance.

Public Works Director Morreim stated that over the last few years, they have just been weed-whipping those areas two or three times per year. He noted that unless they do crack sealing, the weeds will eventually grow back. He stated that he was comfortable continuing with this method into the future.

Councilmember Gorham stated that the reports they spoke about earlier in the meeting were both about invasive species, which are related to bee habitats, and asked if, moving forward, he wanted to make sure that the City was doing what they say they will do. He noted that some of the language stated that the city would publish a Bee-Safe City progress report and would not call what they were looking at tonight a progress report and questioned what the Park Commission's role was in all of this. He noted that he felt a Bee-Safe progress report would not be as robust as

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what they were looking at, and would be more of a summary, and would explain the City's approach to ballfields and lean more towards pollinator-friendly environments, and helping residents understand how they can plant bee-friendly plants. He explained that depending on the makeup of the Park Commission, he could see them being involved in that progress report, even if it is just part of a newsletter. He explained that he did not feel what Public Works Director Morreim was proposing fulfilled what Article 5 says the city should be doing.

Public Works Director Morreim stated that they have looked at some other organizations that have similar goals and felt that there may be potential to utilize some of them in the future. He noted that part of that would be reporting on the specific things Councilmember Gorham had mentioned in combination with their annual report.

City Administrator Nevinski noted that one of the challenges was that this had been an evolution to try to understand what happened in the past and the direction. He explained that they had not had a lot of conversation and had reacted to some projects and then extrapolated the direction into other areas. He stated that one thing that was not included in the Bee Safe resolution was any sort of criteria around reporting and noted that the questions and ideas being raised are good ones that they can try to incorporate into some sort of annual report. He stated that if the Council had other things that they wanted to see or if this were something the Park Commission wanted to work on, he felt that would be great because then they could establish some metric or markers that they would be reporting against. He noted that the resolution just says 'progress report' but nobody knew what that meant. He stated that if this were something that the Council wanted to kick to the Park Commission, which would be great.

Councilmember Gorham asked Park and Recreation Manager Czech to weigh in on that possibility.

Park and Recreation Manager Czech stated that the Park Commission would like to be involved and was pretty dedicated to this type of topic, but noted that if this was given to them, they would need some clear direction from the Council on the expectations so it did not move away from the intention.

Councilmember Gorham explained that he did not see the annual report as being something that needed to be super technical and should be more resident-friendly, which he felt having the guidance from the Park Commission might give it more of that flavor.

Councilmember Sanschagrín noted that he felt some text in this could put some tension on the City's commitment to the Bee Safe resolution, such as comments about 'appropriate herbicide treatments are recommended by MnDNR and are widely and safely used by public agencies. He stated that he felt that kind of statement created tension with the City's commitment to Bee Safe and to avoid the use of toxic chemicals in the city parks and suggested that they remove those kinds of statements or put them in the context of the Bee Safe program. He explained that he wanted to make sure that the city was not creating confusion among the different teams that were working on this.

City Administrator Nevinski explained that he was not completely clear on what Councilmember Sanschagrín was asking from staff.

Councilmember Sanschagrín stated that he was saying that he would like to just get rid of any reference that talks about the use of herbicides being an accepted practice.

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Mayor Labadie noted that she did not think that referencing the DNR's best practice recommendations was wrong.

Councilmember Sanschagrín asked what the purpose was of referencing this information.

Mayor Labadie explained that she felt it showed the residents that the city was choosing to do even less than what the professional agency says would be allowable.

Councilmember Sanschagrín stated that he felt that they should say that then and suggested, 'Shorewood has made a decision, as a policy, to take a leadership role in using less than what was legally permitted.'

City Administrator Nevinski cautioned that completely striking that language could end up putting the city in the position of an absolute, no, we will not do this and asked if the Council was thinking of this as more of a spectrum or as an absolute.

Councilmember Sanschagrín stated that the idea is that the City avoid using herbicides as much as possible and reiterated that he felt there should be a follow-up statement that says the City has a policy to reduce the use of herbicides as much as possible, and was taking actions to measure its use. He noted that the original language he had referenced appeared within the document several times and had questioned its purpose in being included. He explained that was why he concluded that it ought to be struck because it was not serving a purpose. He stated that if they wanted to keep that language in the document, then he felt they should put in the context that the City had a clear policy to minimize their use of herbicides.

Councilmember Maddy noted that one of the reasons to use some of the herbicides was if the city ran afoul of State law, for example, with noxious weeds, and asked if there were non-chemical ways to get rid of noxious weeds.

Public Works Director Morreim stated that they just mow them, knowing that they will come back, and explained that they could spray them, but they do not.

Councilmember Maddy asked if he felt the mowing was keeping them in enough control, so they did not need to worry about a State weed inspector coming.

Public Works Director Morreim stated that mowing them before they seed does not allow them to propagate more, which is the method the city has been using for things like Canadian Thistle.

Councilmember Maddy stated that since the city was already working on, he suggested that they may be able to just be a bit clearer about it.

Public Works Director Morreim stated that it was referenced under challenges in the draft invasive species portion but explained that he did not foresee that being a section in the Vegetation Management Plan.

Councilmember Sanschagrín reiterated that he just wanted to avoid confusion.

Mayor Labadie reiterated that she wanted to be thorough and felt referencing a professional agency, such as the DNR, was a good idea.

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Councilmember Sanschagrín stated that he thought Public Works Director Morreim had a question about EAB treatments.

Public Works Director Morreim clarified that he did not have a question, because they did not inject any trees in 2024, and noted that the plan would be to also not inject them moving forward.

Mayor Labadie stated that the city had changed their practices for turf management of the ballfields and asked if the city had received feedback from the associations about this.

Parks and Recreation Manager Czech stated that field conditions had improved, especially for soccer. He noted that he had spoken with the new leadership at Tonka United, who told that that the lush and greener the fields can be without weeds, the better able they will be to withstand heavy usage was their preferred turf. He stated that from the baseball's perspective, they ended up using the same contractor as the City for treatments and were able to keep their fields in pretty good condition. He stated that overall, the field conditions had improved from what they were in prior years.

Public Works Director Morreim stated that they are also doing aeration and overseeding to help improve the conditions and be able to rely less and less on treatments as time passes.

City Administrator Nevinski thanked the Council for their input and noted that staff would work more with the Park Commission on some of the details to try to move things forward.

### **3. MILL STREET WATERMAIN PROJECT**

City Engineer Budde explained that the County was in the process of doing the design for the Mill Street Trail project for 2026, which will extend from Chanhassen to the border of Excelsior. He noted that their plans are about sixty percent complete and have the goal of bidding for the project by late fall of 2025. He explained that meant that the city had a limited time to discuss the potential of adding a watermain along Mill Street as part of that project. He noted that over the last several years, there have been some inquiries related to connecting to City water along this corridor. He stated that most of the wells along this corridor were about forty years old, which means they were getting close to the end of their useful life. He reviewed some of the estimated costs for adding watermain and service stubs within the right-of-way and noted that the estimates consider an expected cost savings of two hundred to three hundred thousand dollars by doing the project alongside the County. He explained that the City's cost per service stub would be about twenty-nine thousand two hundred dollars because there were only twenty-five parcels that tended to have more frontage. He reminded the Council that they had talked about finding ways to help residents move forward with service connections from the right-of-way into their homes, which in this case would add another three hundred ninety thousand dollars to the project costs. He explained that when all the costs were added together, a resident's typical cost to connect would range from sixteen thousand dollars to sixty thousand dollars. He reminded the Council that this area was served by Chanhassen water, which had communicated that they have adequate capacity for these homes. He reviewed the possible interconnection of the east and west systems and current State legislation possibilities. He gave a brief overview of the financial and budget considerations for the Council to consider and reviewed the questions that staff would like the Council to answer related to moving this project forward or not.

Councilmember Sanschagrín asked if the city had identified which homes would connect.

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City Engineer Budde stated that it was still unknown because he had only engaged with one of the residents in this area, which meant they do not know what the other twenty-four households would do.

Councilmember Sanschagrín stated that he was uncomfortable moving forward when they did not have that information.

City Engineer Budde clarified that the Council did not have to decide on this tonight and would have about two months before they needed to decide, to get it incorporated into the County plans so it could be bid. He stated that the city could use those two months to gather more information so they could make a more informed decision.

Councilmember Gorham noted that City Engineer Budde had mentioned a project that required residents to hook up after two years and asked what happened after the two-year mark.

City Engineer Budde stated that he did not know the details but believed that there was a penalty or extra fee added to the costs that they would need to begin paying if they were not connected.

Councilmember Gorham stated that he felt this discussion was a bit like putting the cart before the horse because the Council had not had a formal discussion on it yet. He noted that he felt the timing of this was good because the city needed to decide on the watermain but reiterated that he did not want to decide on this specific project until the Council had made their own decision and strategy regarding watermain, in general.

Mayor Labadie stated that at the Council Retreat, Councilmember DiGruttolo had described the decision related to the watermain as a policy decision. She explained that she felt that this should be brought back, as suggested by Councilmember Gorham, and discuss the Council's thoughts regarding its strategy towards watermain and noted that she felt that they should schedule this discussion quickly for it to be done in conjunction with this potential project.

City Administrator Nevinski noted that this particular project was a bit of a microcosm of the overall issue and stated that there may be some advantage in focusing on it and using it, as kind of a pilot project, to think through some of the larger policy decisions and see what sort of interest there may be.

Councilmember Sanschagrín asked for an explanation of how the situation with Chanhassen worked.

City Engineer Budde stated that there is a meter on the interconnect on Apple Road, which means the city pays for bulk water, then Shorewood invoices the residents as though it were Shorewood water and service.

Public Works Director Morreim noted that the bulk water price was less than what the city charges the residents because there was a margin for infrastructure costs and maintenance.

City Administrator Nevinski asked the Council if there were other things they felt the city should explore around this topic, or if they would like staff to begin engaging with the residents to find out their interest in hooking up to City water.

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Councilmember Sanschagrín stated that he felt it would make sense to put something together where there would be no cost to the city and its overall taxpayers.

Councilmember Maddy stated that the thirty thousand dollars per parcel would not just benefit the parcels, because, for example, putting in a twelve-inch main would benefit the whole City. He stated that he was not sure that they would be able to put numbers on what would just benefit the parcels and what would benefit the entire City. He stated that the City, for the past thirty years, had been kicking the can down the road with getting people hooked up to City water, and he was ready to get serious about a policy change to have a more resilient water delivery infrastructure and fewer holes poked in the aquifer by private wells.

Public Works Director Morreim clarified that this was funded by the Water Fund and not the General Fund.

Mayor Labadie asked staff what direction they still needed from Council.

City Engineer Budde stated that they would like to get direction from the Council on engaging with the residents to try to determine support or opposition to this possibility because he felt that would also help the Council make decisions.

Councilmember Gorham stated that he was not personally at that point yet and felt that the Council should have consensus among themselves as soon as possible, and then, depending on what they decide, their strategy would be, they could reach out at that point. He reiterated that he felt that the Council should know what their strategy is, regardless of what answers they may end up getting from residents.

City Engineer Budde stated that he would agree that, if the city were planning to force residents to connect, that would be important information to share up front and would agree that there should be Council consensus about it. He noted that they could communicate to residents that the Council had not decided on this, but the City does know the approximate costs for each property. He reiterated that the feedback the Council gets from residents may help guide their policy decisions.

Councilmember Gorham stated that their policy was more like a City-wide open house kind of approach.

City Administrator Nevinski expressed concern that he did not know that by 'eating the elephant all at once' that the City would be able to decide in time for this project. He noted that he understood they were working on their long-term plans with things like the Financial Management Plan, which should bring them a lot of data. He stated that trying to pull something together in a relatively short period of time, to have a community-wide discussion, would be a heavy lift, and there is a short window of time to make some decisions.

Councilmember Maddy asked if the Council could agree tonight that anytime the City dug up a road that did not have a waterpipe that, as a policy, the City puts a waterpipe in it.

Mayor Labadie stated that she would not agree to that because she would question what 'dig up' would mean, for example, total road reconstruction or a mill and overlay. She stated that she felt things needed to be defined first.

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Councilmember Maddy stated that this project would have erosion control and go down to the soil for the bike trail project, so that would not just be something like a mill and overlay.

Mayor Labadie stated that she understood that was the case for this project, but did not feel the Council could make a blanket statement that anytime the City dug up a road, they would put in water.

Councilmember Maddy noted that he felt this project was a likely candidate for that, though, and would make sense if the City wanted to maintain the growth of their network. He stated that he felt this would be an easy three hundred thousand dollar win regardless of whether the City decided to assess or eat those costs.

Councilmember Sanschagrín stated that he felt the City had been doing that, but residents just have not been hooking up.

Councilmember Maddy stated that it would end up being a policy discussion for point of sale or other options down the road.

Mayor Labadie stated that she agreed with the comments shared by Councilmember Gorham, but did agree with City Administrator Nevinski that this was a big discussion, and this particular project was time sensitive. She stated that she agreed that the whole large discussion needed to happen, but did not think they would be able to do it in time to take advantage of the fact that the road will be ripped up.

Councilmember Sanschagrín stated that he felt it would be helpful to get information from residents and attempt to get a feel for how many residents would want water hookups, because he felt that would inform the overall City policy, as well.

Councilmember Maddy stated that he was comfortable asking the residents those questions as long as there was a caveat that the City had not made any decisions. He noted that the current owners may not be the same in twenty years, so he felt that they should also take their input into perspective.

Mayor Labadie stated that was where she leaned towards Councilmember Gorham's comments that now may not be the right time to ask these questions. She stated that she kind of agreed with that until the City was able to wrap their heads around things and noted that they were also missing Councilmember DiGruttolo tonight as well, who she felt would end up being a very big contributor to this concept, based on the amount she had contributed at their retreat. She stated that she felt that they should table this and bring it back following the regular meeting, or they needed to schedule an additional Work Session meeting to discuss it.

***There was a Consensus of the Council to recess the Work Session and reconvene following the regular City Council meeting.***

**Maddy moved, Sanschagrín seconded, to table discussion of the Mill Street Watermain Project and the 2025 Strategic Work Plan until they reconvene the Work Session meeting after the regular City Council meeting. Motion passed 4/0.**

Mayor Labadie recessed the meeting at 6:54 p.m. and reconvened at 8:12 p.m.

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City Administrator Nevinski gave a brief overview of where the Council discussion had left off in the earlier portion of the Work Session.

Councilmember Sanschagrín explained that he struggled with the cost-benefit analysis of this due to the lack of hook-ups the City had experienced in the past several projects. He stated that it seemed like, without a compelling argument in favor of City water, the residents do not appear to be convinced that they should hook up to City water, even those who already have access to it. He stated that, given that information and the fact that they do not know if the individuals who would be involved in this project would be interested or not, he was not seeing the cost-benefit for the community. He explained that he was thinking that their money would be better spent somewhere else.

Mayor Labadie stated that she respected his opinion, but she almost lies awake at night thinking about major infrastructure, torn-up roads, and not installing water. She stated that she was hopeful that the City would not be tackling a project on this road for a long time, and it would be advantageous, when the road was torn up, to do it then. She explained that she looked at the cost-benefit a bit differently because this would be the most cost-beneficial time to add the infrastructure improvements.

Councilmember Gorham stated that he also wanted to see the cost-benefit, but would like to understand what it would mean in twenty years if, for example, the City spent six hundred thousand of their dollars. He stated that he would like to see things from down the road, which is why he wanted to see what the consultant will bring to the City, because, at the end of the day, they will need to be able to bring an argument to the community about this system.

Councilmember Sanschagrín stated that what Councilmember Gorham had just described was not mutually exclusive to the here and now because they could have that, but also the future, but noted that he did not think the City knew either one right now.

Councilmember Gorham stated that he felt the process itself was a long, communicative process, and having this come up for here and now was frustrating because nobody on the Council wanted to make this decision lightly and would like to be able to bring everyone on board with it. He stated that he would want to be able to bring them the data, but they were not there yet and were still asked to make this decision.

City Administrator Nevinski stated that there was a community question to consider, but asked the Council about this specific road segment and asked if they focused only on this section if that would change anything.

Councilmember Sanschagrín stated that a big data point for him was how many of them would hook up because he did not want to put the pipe in the ground if only two or three people were going to hook up.

City Administrator Nevinski stated that there may be a situation where the Council would require hook-up within a few years and explained that, in his mind, that was part of this being considered a pilot program.

Mayor Labadie noted that one element the Council had not yet discussed that was missing is the fact that with water lines come fire hydrants, so right now, if there is a fire in this neighborhood, water has to be brought in with a tanker, which impacts response times.

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Councilmember Sanschagrín asked about the location of the fire hydrants.

City Engineer Budde stated that the fire hydrants would be located approximately every three hundred feet.

Councilmember Maddy asked if anyone knew how much insurance savings there were because of proximity to a fire hydrant. He stated that he was okay with making this investment and also hoped that it would be a long time before this road would be torn up again. He stated that for payment, he was leaning towards putting the pipes in where they would be easiest and then putting in a point of sale connection requirement. He asked whether the City could do a policy just for this street.

City Administrator Nevinski stated that they could explore that option and noted that the Council could continue to give some ideas and questions to staff and, if they were comfortable with it, also try to approach property owners and try to get a sense of their interest as well as anecdotal concerns they may have. He stated that they would also flush out some of the program ideas that the Council had suggested and look into whether the City could isolate policies to certain areas of the City.

Councilmember Maddy explained that his concern in asking the residents is that he felt almost all of them would say that they do not want it, until their well fails, when they will say that they do want it.

Mayor Labadie stated that she was leaning the same way as Councilmember Maddy and believed that this was the time to install the infrastructure and would also support this expenditure.

Councilmember Sanschagrín stated that he was pretty strongly against this expenditure based on their current information. He noted that he had spoken with Councilmember DiGruttolo this morning, and she was also a pretty hard 'no' on this expenditure.

Councilmember Gorham asked what the 'no' answer was related to.

Councilmember Sanschagrín stated that the 'no' was that they needed more information.

Councilmember Maddy stated that he thought they could still do that and were not deciding anything tonight.

Councilmember Sanschagrín clarified that Councilmember Maddy and Mayor Labadie had stated that they were in favor of getting the pipe in the ground, and he was saying 'no' because he needed more information.

Councilmember Maddy explained that he was leaning toward the idea of getting the pipe in the ground because, based on his experience of the last few years, he felt it made the most sense.

Councilmember Sanschagrín stated that, in addition to insurance rates, he felt that this could also impact property values, which may be a factor in this story. He explained that he was just trying to get all the information together about the pros and cons of City water versus wells.

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Councilmember Maddy stated that they could just sit down and put together a positive and negative list and then try to quantify it.

Mayor Labadie reminded them that they had two months to decide on this project.

City Engineer Budde stated that if the Council wanted information, his thought process was that the Council was going to tell staff what information they still needed to make a better informed decision and staff would bring it back to a Council meeting in the future for them to make a more formal decision based on the additional information. He stated that if the Council wanted more information, now was the time to let them know, so they could start tracking it down.

Councilmember Maddy suggested that they just make a list and send it to staff. He stated that the things he was interested in were quantifying fire safety, insurance savings, and home values.

Councilmember Sanschagrín reiterated that he would be interested in how many people were interested in hooking up.

City Engineer Budde stated that finding out how many people may be interested in hooking up to City water will require some engagement with residents.

Mayor Labadie asked how much time and cost this would entail, related to overall staff time.

City Engineer Budde stated that he did not have a firm number for the Council but would anticipate that they would put together a mailer explaining the nuances of the project and his contact information. He noted that it would probably be around five thousand dollars in fees for that effort.

Councilmember Maddy stated that another question he would have would relate to aquifer protection, local flooding, and contamination of wells, concerns about over pumping in a severe drought situation.

Councilmember Gorham asked Finance Director Schmuck when the City expected the financial management consultant to present their information to the City.

Finance Director Schmuck stated that it looked like it would be the end of June or early July. She explained that the information that they will provide for the Council was the existing status quo, and the model will show things like, 'this is what the City will look like in ten years if they stay with the status quo.' She stated that the model will allow the City to tweak some of the numbers and play around with things to see how they may shake out, but right now it would give them rate increases for all the utilities across the next ten years.

Councilmember Gorham asked if there was any information about breaking even or tipping points for things like the number of users that would be needed to bring in so it would be more sustainable. He asked if the City had a goal for that.

Finance Director Schmuck noted that the ultimate goal is for a manageable rate increase on an annual basis, over time, to be able to sustain their existing infrastructure and staffing needs.

Councilmember Gorham asked how additional users would fit in and if there would be a point where the City had so few users in comparison with their neighbors that the City's water fees ended up being ridiculously high.

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Finance Director Schmuck cautioned that you could not compare to your neighbors and explained that they could inflate their users which would change their revenue income so they would not need to have such significant rate increases.

Councilmember Gorham asked how the City's finances could help guide this discussion right now.

Finance Director Schmuck stated that the rate increases that the City has on the existing users are going to have to be significantly larger, if additional users were not put onto the system. She noted that if the City had more users, the rate increases would not have to be as significant because it would be spread across more people.

Councilmember Gorham stated that it would require the City to need to invest heavily in their Water Fund. He explained that he felt it was hard to know what the target was and asked if twenty-five homes hooking up would make or break anything.

Finance Director Gorham stated that twenty-five homes would not make or break anything, but the additional homes would. She noted that in the City's existing CIP, they have water infrastructure being put in and if the Council decided that they were not going to mandate hook ups, the City will not be putting the planned infrastructure in. like Councilmember Maddy had suggested so that if the City digs up the road, they put in the infrastructure. She stated that those decisions will change the CIP numbers and they would not need as much revenue, but cautioned that they would also not be planning for the future, and just planning for the status quo.

Councilmember Gorham stated that he would like to be able to tell that story in an open house kind of setting and asked how they could tell the story and convince people that the City needed the residents to make this work.

Public Works Director Morreim stated that part of it may be painting the story of how many properties there are that can connect right now, but have not.

City Engineer Budde stated that right now, that number was over five hundred.

Public Works Director Morreim stated that if they had those households added who then paid the water fees and would be using existing infrastructure, those increases would be able to be significantly decreased. He stated that right now, what is happening is that a smaller number of customers are paying for all the infrastructure that the City has.

City Engineer Budde explained that this project was unique because it was being led by the Hennepin County schedule, which is why they were having to push the discussion a bit. He stated that other City led infrastructure projects can get delayed and allow for flexibility, but this one does not have time flexibility.

Finance Director Schmuck noted that the difficult part of this is that the less users that are put onto the system, the rate increases are burdened by the ones that are doing the right thing in the first place by hooking up.

Mayor Labadie asked the Council if they wanted to add anything to the list that had been compiled earlier for things that they wanted staff to look into.

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Councilmember Gorham stated that he would like to discuss more possible strategies for hook-ups, for example, requiring hook-ups in a few years, and what would happen after that period had elapsed.

Councilmember Maddy asked what benefits there would be if the City had both sides of the City hooked up on the operations.

Public Works Director Morreim stated that being able to have a loop system would be significant.

Councilmember Gorham stated that he believed that they had talked about finding areas in the City that were ripe for connections if they had the right incentives, and asked if that had begun.

City Engineer Budde stated that there are hot spots throughout the City where there were people who would like water to be available, and noted that they are on the north side of Christmas Lake on Radisson Road.

Councilmember Sanschagrín asked about areas where water was already available.

City Engineer Budde stated that if they have water available and they call the City, staff would do everything they could to get people to connect.

Councilmember Sanschagrín stated that he thought the intent was for the City to be proactive about getting people to hook up.

City Administrator Nevinski stated that they had talked about that along with a lot of other policies, but did not think they were quite there yet and noted that it may be something that also comes out of this process that may be a fairly quick and easy thing to do.

Mayor Labadie asked how long before this item would come back before the Council.

City Engineer Budde noted that it would be at least four to six weeks and reminded the Council that at that point, they would be forced to decide because of the County project deadline.

Councilmember Maddy suggested that City Engineer Budde ask some of the other engineers at his firm about similar situations and studies and check with them about other things that the City may not have thought of yet.

#### **4. 2025 STRATEGIC WORK PLAN**

City Administrator Nevinski explained that he had taken all of the Council comments from the last time they looked at this Plan and noted that he had to change the format because the matrix had become unwieldy. He stated that he was just looking for any last comments the Council may have before he brought it back to the next meeting, most likely on the Consent Agenda, for formal adoption.

Councilmember Sanschagrín asked if there was a reason that under 1. Environmental Stewardship, they called item C Buckthorn, and not Invasive Species.

Councilmember Maddy noted that he felt that was a good point because it could also include noxious weeds and other items.

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City Administrator Nevinski stated that he would come up with something more comprehensive for that section.

Councilmember Sanschagrín referenced 3. Safe and Secure Community, item B, Public Safety Engagement, he felt that residents would also like to be engaged, and suggested that it be added.

Mayor Labadie noted that residents were invited to every public safety meeting, and she had never seen residents show up. She asked what Councilmember Sanschagrín was proposing to increase public engagement with the residents.

Councilmember Sanschagrín stated that it would be nice if residents would join those meetings.

Mayor Labadie stated that she agreed, but pointed out that they were already open to the public, so they can join, unless there is a meeting where it needs to be closed for some reason.

Councilmember Sanschagrín stated that he felt people were not aware of them and asked how they may be able to communicate this information better. He noted that usually the Chiefs address the Council at least once a year and suggested that they find a way to ensure that residents were aware of those outside of just posting the meeting agendas.

Mayor Labadie suggested that Recycling and Communications Coordinator Wilson write an article for the newsletter.

City Administrator Nevinski stated that this was a start towards trying to engage more with Public Safety and explained that staff can try to find more of those types of opportunities to increase the public's awareness.

Mayor Labadie asked if City Administrator Nevinski felt that the Council was going to hit some of the second quarter of 2025 priorities.

City Administrator Nevinski stated that the leadership team looked at what they had and felt that they had a pretty good shot at it. He noted that some things will bleed into 2026, but other things that were already underway and being worked on. He stated that there is a lot on this list of strategic priorities for 2025, and explained that staff felt up to the challenge of them, but reminded the Council that there were many everyday things that staff did that were not included on the list.

**5. ADJOURN**

**Maddy moved, Sanschagrín seconded, Adjourning the City Council Work Session Meeting of April 14, 2025, at 8:52 P.M. Motion passed 4/0.**

**ATTEST:**

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

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

CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
MONDAY, APRIL 14, 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 7:01 P.M.

#### A. Roll Call

#### B. Pledge of Allegiance

Present: Mayor Labadie; Councilmembers Maddy, Sanschagrín, and Gorham; City Attorney Shepherd; City Administrator Nevinski; Planning Director Griffiths; Director of Public Works Morreim; Park and Recreation Manager Czech; Finance Director Schmuck, Communications/Recycling Coordinator Wilson (via Zoom) and, City Engineer Budde

Absent: Councilmember DiGruttolo

#### C. Review Agenda

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

Motion passed.

### 2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Sanschagrín referenced item E and asked which staff person had the idea of the city using Sentence to Serve.

City Administrator Nevinski explained that the Sentence to Serve program had been around and used by other cities. He noted that Public Works Director Morreim was the staff person who did the research and put in the work to build the relationships and identify the programs.

Councilmember Sanschagrín stated that he just wanted to offer kudos to Public Works Director Morreim for coordinating this program and noted that it was a great resource for the city.

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

#### A. City Council Work Session Meeting Minutes of March 24, 2025

#### B. City Council Regular Meeting Minutes of March 24, 2025

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

- D. **Public Works Seasonal Appointments**
- E. **Hennepin County Sentence to Serve and Productive Day Agreements**
- F. **Extension of Plat Approvals, Development Agreement & Stormwater Management Agreement for Asakenas Addition, Adopting RESOLUTION NO. 25-034, “A Resolution Approving an Extension to the Preliminary and Final Plat for Asakenas Addition Located at 6180 Cardinal Dr.”**
- G. **SafeAssure Quote and Service Agreement**
- H. **Parks and Recreation Sponsorship for Concert in the Park, Adopting RESOLUTION NO. 25-035, “A Resolution Accepting Sponsorship Contributions to the City of Shorewood 2025 Sponsorship Program.”**
- I. **Tonka United Kick-Off Food Truck, Adopting RESOLUTION NO. 25-036, “A Resolution Approving a Food Truck for the Tonka United Kick-Off Event”**
- J. **Reserve Policy**

Motion passed.

**3. MATTERS FROM THE FLOOR**

**4. REPORTS AND PRESENTATIONS**

**5. PARKS**

**A. Report by Commissioner Wenner on March 25, 2025, Park Commission Meeting**

Park Commissioner Wenner gave a brief overview of the discussion and recommendations from the March 25, 2025, Park Commission meeting and answered Council questions.

Mayor Labadie noted that for the last few years, Gideon Glen had been left off the annual park tour because of limited parking. She asked that the Park Commission include Gideon Glen when they update the Council on the parks.

**6. PLANNING**

- A. **Public Hearing: CUP Amendment for Antenna Installation  
Location: 26350 Smithtown Road  
Applicant: Buell Consulting, Inc., on behalf of Verizon Wireless**

Planning Director Griffiths explained that the reason the Public Hearing was being held at the City Council meeting was due to a Federal FCC ruling that required a sixty-day review process. He noted that staff had provided an informal review of the application at the Planning Commission, even though the Public Hearing and decision would be made at the Council level. He reviewed the details of the application and the request to add six additional antennas for a total of twelve

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antennas. He stated that staff felt this request was straightforward and recommended approval with the conditions included in the staff report.

Councilmember Sanschagrín asked to whom the other antennas belonged.

City Administrator Nevinski stated that the other antennas were owned by three carriers, including AT&T, T-Mobile, and Verizon.

Councilmember Sanschagrín asked if there were any health concerns for the community because of these antennas.

Planning Director Griffiths stated that one of the conditions was that the applicant would have to provide information on the radiation emission to the City.

Councilmember Gorham asked how the antennas would be affixed to the water tower.

Planning Director Griffiths suggested that they ask the applicant that question.

Justin Gardner, Buell Consulting, on behalf of Verizon, explained that the structural analysis would be done by a vendor of Verizon, and a third-party reviewer reviewed that information. He noted that the antennas would either be bolted or welded to a bracket to ensure that the structural capacity was integral and could handle the loading.

Councilmember Sanschagrín asked about concerns of things falling off and if there would be fencing around the area.

Mr. Gardner stated that he did not believe that there would be any fencing and noted that the structural engineers inspect things to ensure they can handle the antennas.

Mayor Labadie opened the Public Hearing at 7:20 p.m., there being no comments, she closed the Public Hearing at 7:21 p.m.

**Maddy moved, Sanschagrín seconded, Adopting RESOLUTION NO. 25-037, “A Resolution Approving a Conditional Use Permit Amendment for Collocation of Six Additional Antennas on the Existing Water Tower at 26350 Smithtown Road”, subject to the conditions included in the staff report.**

**Motion passed.**

- B. CUP Amendment and IUP for Construction of New Home  
Location: 27225 Smithtown Road  
Applicants: Alan and Jessica Brandhorst**

Planning Director Griffiths explained that this was two applications in one and reviewed the request for an IUP to construct a new single-family home on the property, while the homeowners continued to occupy the existing single-family home during the construction process. He noted that it would also involve an amendment to the CUP to allow for the construction of a new home in a location that was previously a vegetation area. He explained that nothing in this request related to the nursery operations that take place on the property and noted that staff and the Planning Commission recommend approval.

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Councilmember Sanschagrín noted that this gives the applicant two weeks to demolish the old dwelling and asked if that would be enough time.

Planning Director Griffiths explained that two weeks was the window of time specified in the City Code but acknowledged that the applicant had indicated that they would like some additional time. He noted that what would trigger this window would be the issuance of the Certificate of Occupancy.

**Maddy moved, Sanschagrín seconded, Adopting RESOLUTION NO. 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 Road”, subject to the conditions included in the staff report.**

**Motion passed.**

- C. Variance to Rear Yard Setback for Detached Garage  
Location: 5765 Eureka Road  
Applicant: Dan Wallace**

Planning Director Griffiths reviewed the variance request to reduce the rear yard setback to accommodate the construction of a detached garage. He explained that this property was significantly undersized for its zoning district location. He noted that a prior property owner was approved for this same kind of variance request, but it had expired because they never followed through and built the garage but had removed the existing garage. He stated that staff and the Planning Commission recommend approval, subject to the conditions included in the staff report.

Councilmember Sanschagrín asked where the new garage would be located compared to the previous garage.

Planning Director Griffiths stated that the old garage was located on the south side of the lot.

Councilmember Gorham asked why the garage was not flush with the house.

Planning Director Griffiths stated that it could be flush with the house and explained that the City Code did not provide for any flexibility for non-conformities. He noted that this applicant decided to move forward with the same plan that the previous owner had received approval from the City.

Dan Wallace, of Wallace Architecture, 311 Third Street, Excelsior, stated that he believed that there were two reasons why this structure was not flush with the house. He explained that the entrance to the house was on that corner, so they kept it pulled back, so it did not block the entrance, but noted that there was also a tree closer to the road on that corner that they were hoping to save.

Councilmember Sanschagrín asked if there had been any discussions with the adjoining neighbors.

Planning Director Griffiths stated that staff had followed the City’s public notification process and had not received any feedback from residents on this application.

Maddy moved, Sanschagrín seconded, Adopting **RESOLUTION NO. 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 Road to Accommodate Construction of a Detached Garage”, subject to the conditions listed in the staff report.

Motion passed.

**7. ENGINEERING/PUBLIC WORKS**

**8. GENERAL/NEW BUSINESS**

**A. Rental Licensing Software Quote and Service Agreement**

Planning Director Griffiths explained that the city was attempting to move away from a pen and paper style approach to permit management work. He noted that in the last few years, they had transitioned to a software program called iWorQs for building permit and code enforcement processes, which had been a big success from both a staff and resident perspective. He noted that the City has continued to use a pen and paper approach in rental licensing and gave a brief overview of how the current process worked and the overall costs to the City on an annual basis. He noted that staff began to look for ways that technology may be able to improve this situation and found that obtaining rental licensing software would be the best solution. He reviewed some of the options staff had considered and explained that they were recommending moving forward with the iWorQ software and using the funding available within the budget that had been set aside for consulting services.

Councilmember Maddy stated that Planning Director Griffiths was anticipating savings of about six thousand dollars in staff time costs for this yearly investment and asked how close the City would be to breaking even with the licensing fees for those properties.

Planning Director Griffiths stated that they would be close to breaking even and noted that they were currently about ten to fifteen dollars off from breaking even before the software was implemented. He explained that what this will allow the city to do is to cut out a lot of the administrative costs, but there would still be the sunk costs of having the Building Official go out to do the inspections. He clarified that the intent, if the Council approves this action, would be that when the city updated its fee schedule, the fees for 2026 would be increased a small amount to be back to breaking even.

Councilmember Sanschagrín stated that it sounded like this would also provide better service to the residents.

Planning Director Griffiths stated that it would allow them to provide better service to residents but would also free up some internal staff time that could be spent on other projects during the winter and fall.

Councilmember Sanschagrín stated that his pause on this item was that he had not seen what the City was doing with other software implementations.

City Administrator Nevinski reviewed the recent software additions that the city had implemented and explained that he felt that they have had a lot of success with them, including NeoGov, CivicsPlus, and CivicRec.

Councilmember Gorham asked how the city would get people enrolled.

Planning Director Griffiths stated that the city would send out one last mailing to let them know that the city would be transitioning to the online process. He noted that they already have the e-mail addresses for most of the landlords, so as part of the setup up they would work with iWorQ to import all the existing licenses and information and then could roll out the program this coming fall.

**Sanschagrin moved, Gorham seconded, to Approve the Purchase of Rental Licensing Software and Enter into an Agreement with iWorQ for \$5,250.00 for year one, including Implementation and Training, and \$4,750.00 for subsequent years.**

Motion passed.

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

### **A. Staff**

#### **1. Communications Update**

Communications and Recycling Coordinator Wilson gave a brief report highlighting the City's communications from January 1, 2025, through March 31, 2025, with included social media, the city website, e-mail, as well as publications such as the ShoreReport. He shared details from the key metrics of views and reach for social media and the city website and explained that women comprised the majority of their users on both Facebook and Instagram. He outlined the top searches on the City's website for the first quarter and what types of e-mail communication had been sent out and their open rates.

Councilmember Sanschagrin asked if staff had gotten any feedback on the content of the ShoreReport.

Communications and Recycling Coordinator Wilson stated that he had gotten a handful of comments that usually come in person at City events and noted that the comments were positive about the layout and design. He stated that one individual had called in recently with a suggestion for an article.

### **Other**

Park and Recreation Manager Czech stated that the city had an RFP out for a Parks Master Plan, and they received six proposals and noted that the three final candidates were at the city today for final interviews. He noted that sports have been ramping up in the city, so the city parks will be getting busier in the coming weeks.

Public Works Director Morreim stated that staff were just working on their normal spring activities, such as sweeping, pothole patching, right-of-way trimming, and flushing watermains.

City Engineer Budde stated that they would be opening bids on April 17, 2025, for the 2025 Mill and Overlay project and noted that there were currently seven prime bidders on their list, so he was expecting this to be fairly competitive. He noted that road restrictions were slated to come off

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on April 16, 2025, so they will be pushing all the outstanding contractors to try to get their punch list items wrapped up and cleaned up as quickly as possible.

Planning Director Griffiths provided a comprehensive overview of the planning items anticipated to be included on the agenda for the upcoming Council meeting.

City Administrator Nevinski stated that a community survey would be sent out on April 15, 2025, and was already live on the city website and would be open until May 23, 2025. He noted that it was available online, but if residents would like to complete the survey on paper, they can contact the city and they can give them a paper version. He noted that they had received three proposals for the Highway 7 transit management study and the selection committee had chosen to advance two of the firms for formal interviews. He stated that he was hoping that they would have a selection made by the end of the month. He reminded the Council that the Police Chief position was currently open. He noted that he attended a meeting earlier today regarding Hennepin County EMS, where they announced a rapid response paramedic pilot program and discussed the County hiring a consultant to help analyze opportunities for EMS service within the County.

**B. Mayor and City Council**

Mayor Labadie stated that last week, there was an SLMPD Coordinator Committee meeting to discuss the replacement of the Police Chief. She stated that last week, she went to Shorewood Landings for Coffee with the Mayor for the seniors. She noted that Shorewood's State of the City Address was available online. She stated that she also spoke last week at the Women in Leadership seminar for Spring Lake Park High School, which was held at the Hennepin Technical College in Brooklyn Park. She stated that this morning she attended Congresswoman Morrison's quarterly meeting with the mayors in her district, and this afternoon, she had attended the Regional Council of Mayors meeting.

**10. ADJOURN**

**Maddy moved, Sanschagrín seconded, Adjourning the City Council Regular Meeting of April 14, 2025, at 8:07 P.M.**

**Motion passed.**

**ATTEST:**

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

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



## City Council Meeting Item

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**Title/Subject:** Verified Claims  
**Meeting Date:** April 28, 2025  
**Prepared by:** Michelle Nguyen, Senior Accountant  
**Reviewed by:** Jeanne Schmuck, Finance Director  
**Attachments:** Claims Lists

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Item 2C
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### **Background:**

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

### Claims for Council authorization:

Payroll-04-21-2025-ACH	\$62,695.40
Payroll-04-21-2025-AP	\$77,387.85
BOM-March-CC	\$50,698.14
Council-04-28-2025	\$144,057.74

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<b>Total Claims: Checks &amp; ACH</b>	<b>\$334,839.13</b>
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### **Financial or Budget Considerations**

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

### **Action Requested**

Motion to approve the claims list as presented.

# Clearing House

## Distribution Report

User: mnguyen  
Printed: 04/21/2025 - 1:04PM  
Batch: 00021.04.2025



<b>Account Number</b>	<b>Debit</b>	<b>Credit</b>	<b>Account Description</b>
700-00-1010-0000	0.00	62,695.40	CASH AND INVESTMENTS
700-00-2170-0000	62,695.40	0.00	GROSS PAYROLL CLEARING
	<hr/>	<hr/>	
	62,695.40	62,695.40	
	<hr/>	<hr/>	
Report Totals:	62,695.40	62,695.40	
	<hr/>	<hr/>	

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 04/21/2025 - 1:36PM  
 Batch: 00007.04.2025 - Payroll-04-21-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES				
April-2025	PR Batch 00001.04.2025 Union Dues	239.44	04/07/2025	700-00-2182-0000	ACH Enabled: True PR Batch 00001.04.2025 Union Dues
April-2025	PR Batch 00002.04.2025 Union Dues	209.51	04/21/2025	700-00-2182-0000	PR Batch 00002.04.2025 Union Dues
Jan-2025-Kosek	PR Batch 00003.03.2025 Union Dues	-29.93	03/24/2025	700-00-2182-0000	PR Batch 00003.03.2025 Union Dues
	Check Total:	419.02			
Vendor: 1511	ALLSTATE BENEFITS				
April-2025	PR Batch 00001.04.2025 Insurance-Hospital Ber	-64.01	04/07/2025	700-00-2189-0000	ACH Enabled: True PR Batch 00001.04.2025 Insurance-Accide
April-2025	PR Batch 00001.04.2025 Insurance-Accident Be	-13.31	04/07/2025	700-00-2189-0000	PR Batch 00001.04.2025 Insurance-Accide
April-2025	PR Batch 00001.04.2025 Insurance-Critical Ben	-110.94	04/07/2025	700-00-2189-0000	PR Batch 00001.04.2025 Insurance-Accide
April-2025	PR Batch 00001.04.2025 Insurance-Critical Ben	571.88	04/07/2025	700-00-2189-0000	PR Batch 00001.04.2025 Insurance-Critica
April-2025	PR Batch 00001.04.2025 Insurance-Hospital Ber	317.13	04/07/2025	700-00-2189-0000	PR Batch 00001.04.2025 Insurance-Hospit
April-2025	PR Batch 00001.04.2025 Insurance-Accident Be	77.71	04/07/2025	700-00-2189-0000	PR Batch 00001.04.2025 Insurance-Accide
	Check Total:	778.46			
Vendor: 5	EFTPS - FEDERAL W/H				
PR-04-21-2025	PR Batch 00002.04.2025 FICA Employer Portio	5,673.35	04/21/2025	700-00-2174-0000	ACH Enabled: True PR Batch 00002.04.2025 FICA Employer I
PR-04-21-2025	PR Batch 00002.04.2025 Medicare Employer Po	1,326.82	04/21/2025	700-00-2174-0000	PR Batch 00002.04.2025 Medicare Emplo;
PR-04-21-2025	PR Batch 00002.04.2025 FICA Employee Portio	5,673.35	04/21/2025	700-00-2174-0000	PR Batch 00002.04.2025 FICA Employee
PR-04-21-2025	PR Batch 00002.04.2025 Federal Income Tax	9,394.52	04/21/2025	700-00-2172-0000	PR Batch 00002.04.2025 Federal Income I
PR-04-21-2025	PR Batch 00002.04.2025 Medicare Employee Pc	1,326.82	04/21/2025	700-00-2174-0000	PR Batch 00002.04.2025 Medicare Emplo;
	Check Total:	23,394.86			
Vendor: 6	HEALTH PARTNERS-MEDICAL				
April-2025	PR Batch 00001.04.2025 Health Insurance-HSA	1,327.21	04/07/2025	700-00-2171-0000	ACH Enabled: True PR Batch 00001.04.2025 Health Insurance
April-2025	PR Batch 00001.04.2025 Health Insurance-CoPa	10,473.33	04/07/2025	700-00-2171-0000	PR Batch 00001.04.2025 Health Insurance

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
April-2025	PR Batch 00001.04.2025 Health Insurance - CoF	389.73	04/07/2025	700-00-2171-0000	PR Batch 00001.04.2025 Health Insurance
April-2025	PR Batch 00002.04.2025 Health Insurance-HSA	1,327.21	04/21/2025	700-00-2171-0000	PR Batch 00002.04.2025 Health Insurance
April-2025	PR Batch 00002.04.2025 Health Insurance - CoF	370.73	04/21/2025	700-00-2171-0000	PR Batch 00002.04.2025 Health Insurance
April-2025	PR Batch 00001.04.2025 Health Insurance-HSA	17,108.92	04/07/2025	700-00-2171-0000	PR Batch 00001.04.2025 Health Insurance
April-2025	PR Batch 00001.04.2025 Health Insurance - CoF	-19.00	04/07/2025	700-00-2171-0000	PR Batch 00001.04.2025 Health Insurance
April-2025	PR Batch 00001.04.2025 Health Insurance - CoF	-2,053.21	04/07/2025	700-00-2171-0000	PR Batch 00001.04.2025 Health Insurance
	Check Total:	28,924.92			
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 5	ACH Enabled: True
April-2025	PR 00001.04.2025 Dental-Non Union Benefit &	1,910.22	04/07/2025	700-00-2184-0000	PR Batch 00001.04.2025 Dental-Non Unio
	Check Total:	1,910.22			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True
PR-04-21-2025	PR Batch 00002.04.2025 State Income Tax	4,167.06	04/21/2025	700-00-2173-0000	PR Batch 00002.04.2025 State Income Tax
	Check Total:	4,167.06			
Vendor: 2	MISSION SQUARE RETIREMENT-302131-457			Check Sequence: 7	ACH Enabled: True
PR-04-21-2025	PR Batch 00002.04.2025 Deferred-MissionSq-FI	2,246.20	04/21/2025	700-00-2176-0000	PR Batch 00002.04.2025 Deferred-Missior
	Check Total:	2,246.20			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-04-21-2025	PR Batch 00002.04.2025 Deferred Comp-MSRS	25.00	04/21/2025	700-00-2176-0000	PR Batch 00002.04.2025 Deferred Comp-I
	Check Total:	25.00			
Vendor: 665	OPTUM BANK			Check Sequence: 9	ACH Enabled: True
PR-04-21-2025	PR Batch 00002.04.2025 HSA-Optum Bank-Em	1,458.11	04/21/2025	700-00-2183-0000	PR Batch 00002.04.2025 HSA-Optum Ban
PR-04-21-2025	PR Batch 00002.04.2025 HSA-Optum Bank-Ber	1,177.82	04/21/2025	700-00-2183-0000	PR Batch 00002.04.2025 HSA-Optum Ban
	Check Total:	2,635.93			
Vendor: 9	PERA			Check Sequence: 10	ACH Enabled: True
PR-04-21-2025	PR Batch 00002.04.2025 MN PERA Benefit Em	6,903.31	04/21/2025	700-00-2175-0000	PR Batch 00002.04.2025 MN PERA Benef
PR-04-21-2025	PR Batch 00002.04.2025 MN-PERA Deduction	5,982.87	04/21/2025	700-00-2175-0000	PR Batch 00002.04.2025 MN-PERA Dedu
	Check Total:	12,886.18			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	77,387.85			
	Total of Number of Checks:	10			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 04/18/2025 - 8:59PM  
 Batch: 00006.04.2025 - March-BOM



**Invoice No**      **Description**      **Amount**      **Pmt Date**      **Acct Number**      **Reference**

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
Mar-2025-Brenda	LIMC-Annual Membership	135.00	04/14/2025	101-13-4433-0000	
Mar-2025-Bruce	Fuels	67.20	04/14/2025	101-32-4212-0000	
Mar-2025-ChrisH	Cemstone-Concrete for Sidewalk	404.81	04/14/2025	601-00-4245-0000	
Mar-2025-ChrisH	MTI - Tines for Aerator	652.80	04/14/2025	101-52-4221-0000	
Mar-2025-ChrisH	Pump for Trailer	91.99	04/14/2025	101-32-4212-0000	
Mar-2025-ChrisH	C.H. Emergency Lights	566.60	04/14/2025	101-19-4223-0000	
Mar-2025-ChrisP	Shades & Concrete Supplies	70.97	04/14/2025	601-00-4245-0000	
Mar-2025-ChrisP	Screw	1.38	04/14/2025	101-32-4245-0000	
Mar-2025-ChrisP	Spray Bar-Brine	-63.92	04/14/2025	101-33-4245-0000	
Mar-2025-ChrisP	Electric Tester	35.00	04/14/2025	101-32-4245-0000	
Mar-2025-ChrisP	Mailbox & Tools	245.24	04/14/2025	101-33-4245-0000	
Mar-2025-ChrisP	Shades & Concrete Supplies	129.96	04/14/2025	101-19-4223-0000	
Mar-2025-ChrisP	Spray Bar-Brine	83.76	04/14/2025	101-33-4245-0000	
Mar-2025-ChrisP	Plow Fluids	14.09	04/14/2025	101-33-4245-0000	
Mar-2025-ChrisP	Screw	2.40	04/14/2025	101-32-4245-0000	
Mar-2025-ChrisP	Schackle for Lift	9.49	04/14/2025	101-32-4245-0000	
Mar-2025-ChrisP	Fuels	85.48	04/14/2025	101-32-4212-0000	
Mar-2025-CityCard	Republic Services-Residents Recycling Svcs	15,507.80	04/14/2025	621-00-4400-0000	
Mar-2025-CityCard	Republic Services-Residents Recycling Svcs-April	15,507.80	04/14/2025	621-00-4400-0000	
Mar-2025-CityCard	Curbside Waste-SSCC	143.61	04/14/2025	201-00-4400-0000	
Mar-2025-CityCard	Chanhassen-18505-001-Water Charge	658.97	04/14/2025	601-00-4263-0000	
Mar-2025-CityCard	Republic Services-Organic Recycling-April	441.60	04/14/2025	621-00-4400-0026	
Mar-2025-CityCard	AT&T - Wade's Ipad	23.49	04/14/2025	101-24-4321-0000	
Mar-2025-CityCard	Curbside Waste-Public Works	454.67	04/14/2025	101-32-4400-0000	
Mar-2025-CityCard	Culligan Bottled Water-Solar-SCEC	70.00	04/14/2025	201-00-4245-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Mar-2025-CityCard	Republic Services-Organic Recycling	441.60	04/14/2025	621-00-4400-0026	
Mar-2025-CityCard	Culligan Bottled Water - C.H.	40.00	04/14/2025	101-19-4223-0000	
Mar-2025-CityCard	In M Carlson Painting-C.H. Painting	4,327.00	04/14/2025	101-19-4223-0000	
Mar-2025-Eric	Copostable Straws for Office	9.99	04/14/2025	621-00-4400-0026	
Mar-2025-Eric	Business Cards	30.38	04/14/2025	101-13-4351-0000	
Mar-2025-Eric	Gloves	22.78	04/14/2025	621-00-4400-0026	
Mar-2025-Eric	Organics Bin for Bathroom	78.99	04/14/2025	621-00-4400-0026	
Mar-2025-Eric	Decals	320.00	04/14/2025	101-32-4245-0000	
Mar-2025-Jeremy	Oreilly-Lights	22.36	04/14/2025	101-52-4221-0000	
Mar-2025-Jeremy	Ziegler-Loader	852.94	04/14/2025	101-32-4245-0000	
Mar-2025-Jeremy	Chain Saw Chains	177.95	04/14/2025	101-32-4221-0000	
Mar-2025-Jeremy	Oreilly-Misc Parts	23.46	04/14/2025	101-32-4221-0000	
Mar-2025-Jeremy	Fuel	100.84	04/14/2025	101-32-4212-0000	
Mar-2025-Jeremy	Oreilly-Plow Fluid	32.46	04/14/2025	101-33-4245-0000	
Mar-2025-Jeremy	Chain Saw Chains-Return	-108.51	04/14/2025	101-32-4221-0000	
Mar-2025-Jeremy	Oreilly-Grader Battery	226.81	04/14/2025	101-33-4245-0000	
Mar-2025-Jeremy	Chipper Blades	326.77	04/14/2025	101-32-4245-0000	
Mar-2025-Jeremy	Ziegler-Loader Filter	97.11	04/14/2025	101-32-4221-0000	
Mar-2025-MattM.	Wan Ai Foundation - AI Training	180.00	04/14/2025	101-32-4331-0000	
Mar-2025-MattM.	APWA-Snow Conf. Registration	670.00	04/14/2025	101-32-4331-0000	
Mar-2025-MattM.	Pest Control Svcs	90.00	04/14/2025	101-32-4400-0000	
Mar-2025-MattM.	Amazon-Misc Supplies	31.04	04/14/2025	101-32-4245-0000	
Mar-2025-MattM.	Communication	17.00	04/14/2025	601-00-4321-0000	
Mar-2025-MattM.	APWA Membership Renewal	306.25	04/14/2025	101-32-4433-0000	
Mar-2025-MattM.	In True North Control-Communication	714.82	04/14/2025	601-00-4321-0000	
Mar-2025-MattM.	Amazon-Dog Waste Bags	275.94	04/14/2025	101-52-4245-0000	
Mar-2025-MattV	Sitone Landscape-Sod Repair	51.92	04/14/2025	101-33-4245-0000	
Mar-2025-MattV	Sq MN Topsoil-Wood Chips/Black Dirt	184.95	04/14/2025	631-00-4400-0000	
Mar-2025-MattV	Sq MN Topsoil-Wood Chips/Black Dirt	431.55	04/14/2025	101-32-4400-0000	
Mar-2025-MattV	Cenex-The Lake Region-Error Charged- return i	201.33	04/14/2025	101-32-4245-0000	
Mar-2025-MitchC	Amazon-Return	-136.78	04/14/2025	201-00-4245-0000	
Mar-2025-MitchC	Surge Protectors	71.61	04/14/2025	201-00-4245-0000	
Mar-2025-MitchC	Amazon	15.04	04/14/2025	201-00-4245-0000	
Mar-2025-MitchC	Amazon	34.57	04/14/2025	201-00-4245-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Mar-2025-MitchC	Amazon-Office Supplies	64.62	04/14/2025	201-00-4200-0000	
Mar-2025-MitchC	SCEC Music License	446.00	04/14/2025	201-00-4437-0000	
Mar-2025-MitchC	Motion Picture Licensing	851.13	04/14/2025	201-00-4437-0000	
Mar-2025-MitchC	Pest Control	90.00	04/14/2025	201-00-4400-0000	
Mar-2025-MitchC	Staff Scheduling	30.00	04/14/2025	101-53-4245-0000	
Mar-2025-MitchC	Tablecloth Cleaning	109.33	04/14/2025	201-00-4400-0000	
Mar-2025-Nelia	PSN-Testing	-1.00	04/14/2025	101-13-4245-0000	
Mar-2025-Nelia	General Supplies	45.98	04/14/2025	101-19-4245-0000	
Mar-2025-Nelia	PSN-Testing	1.00	04/14/2025	101-13-4245-0000	
Mar-2025-Nelia	Caribou-Staff Meeting	44.44	04/14/2025	101-13-4245-0000	
Mar-2025-Nelia	General Supplies	214.50	04/14/2025	101-19-4245-0000	
Mar-2025-Nelia	Office Supplies	108.39	04/14/2025	101-13-4200-0000	
Mar-2025-Nelia	Amazon-barcode scanners	175.47	04/14/2025	101-15-4200-0000	
Mar-2025-Nelia	Office Supplies	71.44	04/14/2025	101-13-4200-0000	
Mar-2025-Robert	Fuels	233.40	04/14/2025	101-32-4212-0000	
Mar-2025-RyanB.	Look for Parks	18.99	04/14/2025	101-52-4245-0000	
Mar-2025-RyanB.	Disputed Charge - credit on April statement	59.86	04/14/2025	101-32-4245-0000	
Mar-2025-RyanB.	Fuels	313.59	04/14/2025	101-32-4212-0000	
Mar-2025-Sandie	Amazon-Prime Membership	349.00	04/14/2025	101-19-4433-0000	
Mar-2025-Sandie	CH Supplies	129.99	04/14/2025	101-19-4223-0000	
Mar-2025-Sandie	CH Trash Can	79.99	04/14/2025	101-19-4245-0000	
Mar-2025-Sandie	CH Supplies	575.14	04/14/2025	101-19-4223-0000	
Mar-2025-Sandie	CH Agenda Table	268.77	04/14/2025	101-19-4245-0000	
Mar-2025-TimK.	Concrete Cutting-Dolly for Compactor	314.15	04/14/2025	101-32-4221-0000	
Mar-2025-Todd	Fuels	176.79	04/14/2025	101-32-4212-0000	
Mar-2025-Todd	Wall Plate	2.58	04/14/2025	101-19-4223-0000	
Mar-2025-Todd	Supplies	156.36	04/14/2025	101-52-4245-0000	
Mar-2025-Todd	Paint	16.48	04/14/2025	101-52-4245-0000	
Mar-2025-Todd	Supplies	76.77	04/14/2025	101-32-4240-0000	
Mar-2025-WadeW	Carwash	18.00	04/14/2025	101-24-4245-0000	
Mar-2025-WadeW	U of M Contlearning-Tree Inspector Recertificati	50.00	04/14/2025	101-24-4331-0000	
Mar-2025-WadeW	Fuels	104.62	04/14/2025	101-24-4212-0000	
	Check Total:	50,698.14			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Total for Check Run:	50,698.14			
	Total of Number of Checks:	1			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 04/23/2025 - 4:03PM  
 Batch: 00008.04.2025 - Council-04-28-2025



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 102	ABDO LLP				
505449	2024 Audit Progress Invoice	24,000.00	04/28/2025	101-16-4301-0000	ACH Enabled: True
	Check Total:	24,000.00			
Vendor: 950	BARR ENGINEERING COMPANY				
23271987.25-1	Engineering Review-Shorewood Carriage Home	550.00	04/28/2025	880-00-2200-0000	ACH Enabled: True
	Check Total:	550.00			
Vendor: 1509	BLUE NET INC				
62031	Upgrade-Back-up	3,699.00	04/28/2025	403-00-4640-0000	ACH Enabled: True
62031	Monthly Network Service	4,628.58	04/28/2025	101-19-4321-0000	
	Check Total:	8,327.58			
Vendor: 677	BOLTON & MENK, INC.				
0360031	Pavement Preservation	2,567.00	04/28/2025	421-00-4303-0000	ACH Enabled: True
0360031-Reverse	Pavement Markings	-2,567.00	04/28/2025	404-00-4620-0007	
360027	2024 Mill & Overlay/Smithtown	369.00	04/14/2025	419-00-4303-0000	
360028	Sanitary Cleaning & Televising	580.00	04/14/2025	611-00-4303-0000	
360029	General Engineering	6,600.00	04/14/2025	101-31-4303-0000	
360029	General Engineering -20175 Manor Road	403.80	04/14/2025	101-00-3414-0000	
360029	General Engineering -20175 Manor Road	313.70	04/14/2025	880-00-2200-0000	
360030	2025 Mill & Overlay	51,035.50	04/14/2025	420-00-4303-0000	
360031	Pavement Markings	2,567.00	04/14/2025	404-00-4620-0007	
360032	26275 Smithtown Road-Denman	307.50	04/14/2025	101-00-3414-0000	
360033	27225 Smithtown Road CUP & IUP-Alan & Jess	54.00	04/14/2025	880-00-2200-0000	
360034	6180 Cardinal Drive-Askenas Addition	102.50	04/14/2025	101-00-3414-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
360035	Freeman Park Trail Improvement	615.00	04/14/2025	402-00-4303-0000	
360036	GIS-Utilities-Stormwater	1,199.00	04/14/2025	631-00-4303-0000	
360036	GIS-Utilities-Street	1,874.50	04/14/2025	101-31-4303-0000	
360036	GIS-Utilities-Water	1,198.50	04/14/2025	601-00-4303-0000	
360036	GIS-Utilities-Sewer	1,837.50	04/14/2025	611-00-4303-0000	
360037	Mill Street Trail	1,230.00	04/14/2025	417-00-4303-0000	
360038	SE Area Water Improvement	5,706.50	04/14/2025	601-00-4303-0000	
360039	Water System Improvement-SE Well Rebuild	1,155.00	04/14/2025	601-00-4303-0000	
360040	Shorewood Ln Ravine Restore	1,106.00	04/14/2025	631-00-4303-0000	
360041	Shorewood Meadow-25480 Smithtown Road	290.30	04/14/2025	880-00-2200-0000	
360041	Shorewood Meadow-25480 Smithtown Road	632.20	04/14/2025	101-00-3414-0000	
360042	Smithtown Pond	3,509.50	04/14/2025	631-00-4303-0000	
	Check Total:	82,687.00			ACH Enabled: False
Vendor: 149	CITY OF TONKA BAY			Check Sequence: 5	
1st Qtr-2025 UB	Quarterly Water Service	1,396.64	04/28/2025	601-00-4260-0000	
1st Qtr-2025 UB	Quarterly Sewer Service	2,830.25	04/28/2025	611-00-4400-0000	
	Check Total:	4,226.89			ACH Enabled: True
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 6	
1043684	2025 Mill & Overlay Ads	425.00	04/28/2025	420-00-4351-0000	
1043856	2025 Mill & Overlay Ads	292.40	04/28/2025	420-00-4351-0000	
1044676	Planning	56.25	04/28/2025	101-18-4351-0000	
1044848	Planning	38.70	04/28/2025	101-18-4351-0000	
	Check Total:	812.35			ACH Enabled: True
Vendor: 211	HAWKINS, INC.			Check Sequence: 7	
7035767	Chemical Tank Rental	150.00	04/28/2025	601-00-4400-0000	
	Check Total:	150.00			ACH Enabled: False
Vendor: 471	HENNEPIN COUNTY TREASURER HENNEPIN COUNTY LAND INFO AND TAX SERV			Check Sequence: 8	
26-2025	2025 SA Service Charge	127.50	04/28/2025	601-00-4400-0000	
26-2025	2025 SA Service Charge	242.50	04/28/2025	101-15-4400-0000	
26-2025	2025 SA Service Charge	187.50	04/28/2025	621-00-4400-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
26-2025	2025 SA Service Charge	237.50	04/28/2025	631-00-4400-0000	
26-2025	2025 SA Service Charge	190.00	04/28/2025	611-00-4400-0000	
	Check Total:	985.00			
Vendor: 1308	HI-LINE INC.			Check Sequence: 9	ACH Enabled: False
3022183	Misc. Hardware for Equipment	67.00	04/28/2025	101-32-4245-0000	
	Check Total:	67.00			
Vendor: 1456	HKGi			Check Sequence: 10	ACH Enabled: True
024-035-7	Subdivision Ordinance Amendments	732.50	04/28/2025	101-18-4400-0000	
	Check Total:	732.50			
Vendor: 1359	HOWLING WOLF EMBROIDERY			Check Sequence: 11	ACH Enabled: False
5297	Employee Logo Clothing-Hats	714.00	04/28/2025	101-13-4245-0000	
	Check Total:	714.00			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 12	ACH Enabled: True
20399044	SCEC - Mats	70.67	04/28/2025	201-00-4223-0000	
20399057	City Hall - Mats	194.00	04/28/2025	101-19-4223-0000	
	Check Total:	264.67			
Vendor: 225	INTERNATIONAL INSTITUTE OF MUNICIPAL CLERKS			Check Sequence: 13	ACH Enabled: False
ID#37363-2025	Membership Dues- Sandie Thone	220.00	04/28/2025	101-13-4433-0000	
	Check Total:	220.00			
Vendor: 1401	JENCO PROPERTY MAINTENANCE			Check Sequence: 14	ACH Enabled: False
6525	Landscape MTCE	443.33	04/28/2025	101-19-4400-0000	
6525	Landscape MTCE	443.34	04/28/2025	101-32-4400-0000	
6525	Landscape MTCE	443.33	04/28/2025	101-52-4400-0000	
	Check Total:	1,330.00			
Vendor: 1332	JERRY'S PRINTING			Check Sequence: 15	ACH Enabled: False
99200	Name Badge	30.00	04/28/2025	101-13-4351-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	30.00			
Vendor: 1515 823756	KATH FUEL OIL SERVICE CO. Fuel for Trailer	995.31	04/28/2025	Check Sequence: 16 101-32-4212-0000	ACH Enabled: True
	Check Total:	995.31			
Vendor: 243 10753	KLM ENGINEERING, INC. Smithtown Tower - Drawing Review AT&T	1,500.00	04/28/2025	Check Sequence: 17 880-00-2200-0000	ACH Enabled: False
	Check Total:	1,500.00			
Vendor: 466 06/10/25-Event	MCFOA REGION IV - C/O KRIS LUEDKE Registration: Brenda Pricco & Sandie Thone -06	60.00	04/28/2025	Check Sequence: 18 101-13-4331-0000	ACH Enabled: False
	Check Total:	60.00			
Vendor: 279 1186485	METROPOLITAN COUNCIL (WASTEWATER) MCES- Discharge Permit Fee-5755 Covington R	525.00	04/28/2025	Check Sequence: 19 101-32-4437-0000	ACH Enabled: True
	Check Total:	525.00			
Vendor: 1528 SWO049800-1	MGX EQUIPMENT SERVICES LLC Deflector for New Plow	1,032.65	04/28/2025	Check Sequence: 20 403-00-4620-0000	ACH Enabled: False
	Check Total:	1,032.65			
Vendor: 719 INV-1393	NORTHLAND SECURITIES, INC. March Progress Billing	5,423.00	04/28/2025	Check Sequence: 21 101-16-4400-0000	ACH Enabled: True
	Check Total:	5,423.00			
Vendor: 325 1873893 1873894 1873895 1873896 1873897 1877217	ON SITE SANITATION -TWIN CITIES South Shore-5355 St Albans Bay 6000 Eureka Road Christmas Lk Rd-5625 Merry Ln Cathcart Park-26655 W- 62nd St Silverwood Pk-5755 Covington R Freeman Park-6000 Eureka Rd	83.48 83.48 187.22 83.48 83.48 137.14	04/28/2025 04/28/2025 04/28/2025 04/28/2025 04/28/2025 04/28/2025	Check Sequence: 22 101-52-4400-0000 101-52-4400-0000 101-52-4400-0000 101-52-4400-0000 101-52-4400-0000 101-52-4400-0000	ACH Enabled: True

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	658.28			
Vendor: 903	PERRILL			Check Sequence: 23	ACH Enabled: True
264125	ROWay Web App-Monthly	75.00	04/28/2025	601-00-4400-0000	
264125	ROWay Web App-Monthly	75.00	04/28/2025	611-00-4400-0000	
	Check Total:	150.00			
Vendor: 1535	ZOEY SIDDONS			Check Sequence: 24	ACH Enabled: False
85433218	Refundable Security Deposit	200.00	04/28/2025	201-00-3410-0000	
	Check Total:	200.00			
Vendor: 786	SITEONE LANDSCAPE SUPPLY, LLC			Check Sequence: 25	ACH Enabled: False
150982308-001	Grass Seed for Parks	362.67	04/28/2025	101-52-4245-0000	
	Check Total:	362.67			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPARTMENT			Check Sequence: 26	ACH Enabled: True
Feb-2025-HCPF	Hennepin County Processing Fees	75.00	04/28/2025	101-21-4440-0000	
Jan-2025-HCPF	Hennepin County Processing Fees	384.36	04/28/2025	101-21-4440-0000	
WRE-03-15-2025	Weight Restriction Enforcement	560.10	04/28/2025	101-32-4400-0000	
	Check Total:	1,019.46			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 27	ACH Enabled: True
30272	Park Meeting	253.00	04/28/2025	101-53-4400-0000	
30273	Planning Meeting	407.64	04/28/2025	101-18-4400-0000	
	Check Total:	660.64			
Vendor: 1348	TOSHIBA AMERICA BUSINESS SOLUT			Check Sequence: 28	ACH Enabled: True
5033917997	SCEC - Printer Lease-Acc#450-0107118-000	130.07	04/28/2025	201-00-4400-0000	
5034024444	PW's - Printer Lease-Acc#450-0104647-000	134.45	04/28/2025	101-32-4400-0000	
	Check Total:	264.52			
Vendor: 1370	TOSHIBA AMERICA BUSINESS SOLUTIONS			Check Sequence: 29	ACH Enabled: False
6526861	US0168238MA-Monthly Service Fee	13.53	04/28/2025	201-00-4400-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	13.53			
Vendor: 386	TWIN CITY WATER CLINIC				ACH Enabled: True
21969	Monthly Water Testing	120.00	04/28/2025	601-00-4400-0000	Check Sequence: 30
	Check Total:	120.00			
Vendor: 421	VERIZON WIRELESS				ACH Enabled: False
6109951927	612-581-2856-Eric Wilson	41.39	04/28/2025	101-13-4321-0000	Acct #842017386-00001
6109951927	612-581-4018-Jeanne Schmuck	46.39	04/28/2025	101-15-4321-0000	Acct #842017386-00001
6109951927	612-581-6609-Wade Woodward	41.39	04/28/2025	101-24-4321-0000	Acct #842017386-00001
6109951927	612-297-1196/638-0176 & 952-292-2968/7023	164.18	04/28/2025	101-32-4321-0000	Acct #842017386-00001
6109951927	612-581-3931-Marc Nevinski	46.39	04/28/2025	101-13-4321-0000	Acct #842017386-00001
6109951927	612-581-3780-Planning Dept	41.39	04/28/2025	101-18-4321-0000	Acct #842017386-00001
6109951927	612-581-4949-Sandie Thone	41.39	04/28/2025	101-13-4321-0000	Acct #842017386-00001
6109951927	763-204-5849-Jake Griffiths	41.39	04/28/2025	101-18-4321-0000	Acct #842017386-00001
6109951927	612-581-5835-Mitchell Czech	41.39	04/28/2025	201-00-4321-0000	Acct #842017386-00001
	Check Total:	505.30			
Vendor: 402	WATER CONSERVATION SERVICES, INC.				ACH Enabled: True
14952	Water Leak Detection - 4765 Regents Walk	401.50	04/28/2025	601-00-4400-0000	Check Sequence: 32
	Check Total:	401.50			
Vendor: 408	WM MUELLER & SONS INC				ACH Enabled: True
310132	Road Materials	470.85	04/28/2025	101-32-4250-0000	Check Sequence: 33
	Check Total:	470.85			
Vendor: 411	XCEL ENERGY, INC.				ACH Enabled: True
922886212	5500 Old Market Rd	50.52	04/28/2025	601-00-4398-0000	5500 Old Market Rd
923151399	5655 Merry Lane	27.48	04/28/2025	101-52-4380-0000	5655 Merry Lane
923960237	Parks	90.33	04/28/2025	101-52-4380-0000	Parks
923960237	P.W. Street Lights Svc	2,799.37	04/28/2025	101-32-4399-0000	P.W. Street Lights Svc
923960237	C.H. Svcs	2.78	04/28/2025	101-19-4380-0000	C.H. Svcs
923960237	S.E. Area Svc	1,487.26	04/28/2025	601-00-4398-0000	S.E. Area Svc
923960237	Lift Station Street Lights	140.30	04/28/2025	611-00-4380-0000	L.S. Street Lights

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	4,598.04			
	Total for Check Run:	144,057.74			
	Total of Number of Checks:	34			



## City Council Meeting Item

**Title/Subject:** 2025 Retail Liquor License Renewals  
**Meeting Date:** Monday, April 28, 2025  
**Prepared by:** Brenda Pricco, Deputy City Clerk  
**Reviewed by:** Sandie Thone, City Clerk/HR Director  
**Attachments:** Resolution

Item  
2D

### Background

Shorewood City Code Chapter 401, Liquor Regulations provides for consideration of licensing establishments to sell on and off-sale liquor in the city limits.

The following establishments are requesting council consideration in renewing their existing liquor licenses which expire on May 31, 2025:

1) Shorewood 2001 L.L.C, dba Cub Foods	23800 State Hwy 7 Shorewood, MN 55331	Off Sale 3.2% Malt
2) American Legion 259 dba Clarence Clofer Post	24450 Smithtown Road Shorewood, MN 55331	Club On Sale Sunday
3) Wine & Spirits by JD Inc dba MGM Wine & Spirits	5660 County Rd 19 Shorewood, MN 55331	Off Sale
5) NGBS Inc. dba Jim's Wine and Spirits	19905 State Hwy 7 Shorewood, MN 55331	Off Sale

The licensees have submitted all the required documentation, met the insurance liability requirements, have successfully passed a background investigation through South Lake Minnetonka Police Department (SLMPD), submitted the required licensing fees, and met the State of Minnesota, Department of Public Safety, Alcohol and Gambling Enforcement requirements as well.

### Financial Considerations

Licensing fees as set forth in the City's fee schedule for liquor licenses have been collected.

### Action Requested

Staff respectfully recommends the city council approve liquor license renewals effective June 1, 2025 through May 31, 2026 for the above delineated establishments in the city limits.

Motion to approve the renewal of the Retail Liquor Licenses as presented.

Simple majority vote required.

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

**RESOLUTION 25-040**

**A RESOLUTION APPROVING 2025 RETAIL LIQUOR LICENSE RENEWALS**

**WHEREAS**, Shorewood City Code, Chapter 401 provides that no person may directly or indirectly, on any pretense or by any device, sell, barter, keep for sale, charge for possession, or otherwise dispose of alcoholic beverages as part of a commercial transaction without having obtained the required license or permit; and

**WHEREAS**, in addition to the requirements set forth by the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, Shorewood City Code provides that the applicant shall complete an application for a liquor license, pay the required licensing fee, fulfill insurance coverage requirements and complete a successful background investigation; and

**WHEREAS**, the following applicants successfully completed the application process, satisfying the requirements as delineated above for the issuance of liquor licenses issued for the period of one year, or that portion thereof, from June 1, 2025 to May 31, 2026, consistent with the requirements and provisions of Chapter 401 of the Shorewood City Code.

**NOW, THEREFORE**, BE IT RESOLVED by the City Council of the City of Shorewood, the following licenses issued to the applicants as follows are approved:

<u>Applicant</u>	<u>Address</u>	<u>License</u>
Shorewood 2001 L.L.C, dba Cub Foods	23800 State Hwy 7 Shorewood, MN 55331	Off Sale 3.2% Malt
American Legion 259 dba Clarence Clofer Post	24450 Smithtown Road Shorewood, MN 55331	Club On Sale Sunday Sales
Wine & Spirits by JD Inc dba MGM Wine & Spirits	5660 County Rd 19 Shorewood, MN 55331	Off Sale
NGBS Inc. dba Jim's Wine and Spirits	19905 State Hwy 7 Shorewood, MN 55331	Off Sale

**ADOPTED BY THE CITY COUNCIL** of the City of Shorewood this 28th day of April 2025.

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

**Attest:**

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



**Title/Subject:** Parks Master Plan Contract  
**Meeting Date:** April 28, 2025  
**Prepared by:** Mitchell Czech, Parks & Recreation Manager  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Parks Master Plan Professional Services Agreement

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### Background

The City of Shorewood maintains a park system that consists of seven parks, each offering unique features and amenities to fulfill the needs of the community. A master plan for the park system was completed in 2002, with an update conducted in 2009, that provided a vision for park development for future years. Many of the components of this master plan were successfully implemented since its inception. However, the plan did not include Gideon Glen or South Shore Community Park.

In 2024, the Parks Capital Improvement Plan (CIP) identified funding for a South Shore Park Master Plan in 2025. When reviewing the Parks CIP during the July 9, 2024 Park Commission meeting, the Commission expressed a desire to extend the master plan to encompass all parks while including concept plans for South Shore Park. A new master plan will provide a strategic roadmap to help guide the Park Commission, City Council, and Parks & Recreation Department in the planning, development, and enhancement of parks, trails, natural areas, and recreational facilities throughout the city.

The City issued a Request for Proposal (RFP) on February 12, 2025, for a Parks & Recreation Comprehensive Master Plan. Staff held a virtual pre-submittal Q&A session for interested firms on March 5, 2025 with eight potential consultants in attendance. At the conclusion of the submittal deadline on March 31, 2025, six proposals were received for the project.

Staff conducted an initial review of the six proposals and selected three candidates that best fit the needs of the City to advance to the interview stage. Interviews with the final three candidates were held on Monday, April 14. The interview panel consisted of Mike Hirner (2025 Park Commission Chair), Amy Wenner (2024 Park Commission Chair), Jake Griffiths (Planning Director), and Mitchell Czech (Parks & Recreation Manager).

At the conclusion of the interviews, Bolten & Menk was a consensus top choice amongst the interview panel. As noted in their proposal, Bolten & Menk has extensive experience in both parks planning and community engagement that are crucial to a successful project. They demonstrated this knowledge throughout the interview process, citing relevant examples that directly relate to the City. The interview panel was impressed by Bolten & Menk's interview and

are eager to partner with them on the project. Reference checks were conducted by staff after the interview stage and all came back positive.

**Financial Considerations**

The Parks Capital Improvement Plan has \$40,000 designated to complete the project. Proposals from the three finalists included the following budget proposal:

<b>Consultant Name</b>	<b>Budget Proposal</b>
Bolten & Menk	\$40,000
HKGI	\$40,000
Mend Collaborative	\$39,950

Bolten & Menk’s proposal falls within the budgeted expenditure to complete the project.

**Action Requested**

A motion to approve the Professional Services Agreement for Bolten & Menk to complete a Comprehensive Parks & Recreation Master Plan.

A majority vote by the Council is required.

**PROFESSIONAL SERVICES AGREEMENT FOR  
PARKS & RECREATION COMPREHENSIVE MASTER PLAN**

THIS AGREEMENT is made this April 28, 2025 (“Effective Date”) by and between Bolten & Menk a Minnesota limited liability company with its principal office located at 10400 Viking Drive, Suite 100, Eden Prairie, MN 55344 (“Contractor”), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the “City”):

**RECITALS**

- A. Contractor is engaged in the business of providing planning, landscape architecture, and parks & recreation consulting services.
- B. The City desires to hire Contractor to provide a comprehensive Parks & Recreation Master Plan.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

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

**AGREEMENT**

- 1. **Services.** Contractor agrees to provide the City with the services as described and subject to the additional conditions in the attached **Exhibit A** (the “Services”). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
- 2. **Time for Completion.** The Services shall be completed on or before December 31, 2025, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
- 3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty (35) days after Contractor’s statements are submitted.
- 4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - A. The parties, by mutual written agreement, may terminate this Agreement at any time;

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

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

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

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

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

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

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

- \$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

12. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to 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, but only to the extent they arise out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for

whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

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

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

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

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

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

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

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

20. **No Discrimination.** Consultant agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate

termination of this Agreement. Consultant agrees to comply with the Americans with Disabilities Act as amended (“ADA”), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Consultant agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys’ fees and staff time, in any action or proceeding brought alleging a violation of these laws by Consultant or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Consultant shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Consultant agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

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

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

**Consultant**  
Anna Springer, Project Manager  
Bolten & Menk  
10400 Viking Drive, Suite 100  
Eden Prairie, MN 55334  
612-979-6788  
Anna.springer@bolten-menk.com

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

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

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

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

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

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

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

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

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

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

**Bolten & Menk**

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

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

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

**City of Shorewood:**

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

Jennifer Labadie, Mayor

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

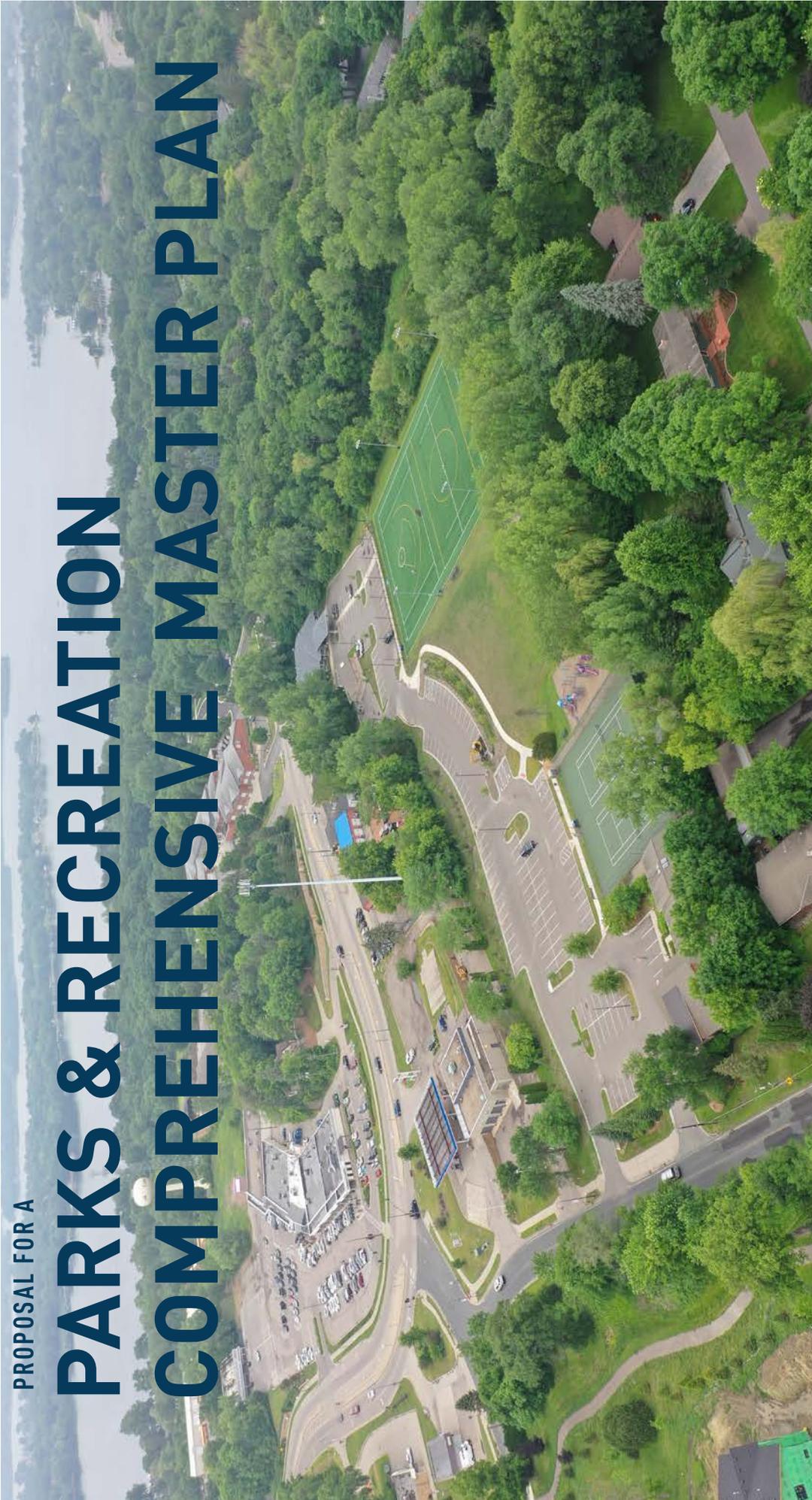
Sandie Thone, City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE SCHEDULE**

MARCH 31, 2025

PROPOSAL FOR A

# PARKS & RECREATION COMPREHENSIVE MASTER PLAN



City of  
**Shorewood**



**BOLTON  
& MENK**

Real People. Real Solutions.

Contact:

Anna Springer, PLA, ASLA  
612-979-6788

Anna.Springer@bolton-menk.com

10400 Viking Drive | Suite 100  
Eden Prairie, MN 55344  
612-358-2637 | Bolton-Menk.com



Real People. Real Solutions.

10400 Viking Drive | Suite 100  
Eden Prairie, MN 55344  
612-358-2637 | Bolton-Menk.com

March 31, 2025

Mitch Czech  
Parks & Recreation Manager  
City of Shorewood  
5755 Country Club Road  
Shorewood, MN 55331

RE: Proposal for Parks and Recreation  
Comprehensive Master Plan

This proposal is valid for 120 days  
after March 31, 2025

Dear Mr. Czech:

The City of Shorewood has initiated the Parks and Recreation Comprehensive Master Plan to update the current Parks Master Plan from 2009. This updated plan will provide guidance for the future development and operation of Shorewood's park and recreation system, including its seven parks. This project will also have a particular focus on South Shore Park in the form of a long-range concept plan that lays out the future developments. This project will require a consultant to perform a system-wide inventory, analysis, needs assessment, public engagement. Recommendations and implementation guidance, including recommendations for a 10-year Capital Improvement Plan, will also be needed. To be successful, this plan must be community-supported, inspiring, and clear. It needs to serve as an informational tool for the public and as a guide for staff and decision makers.

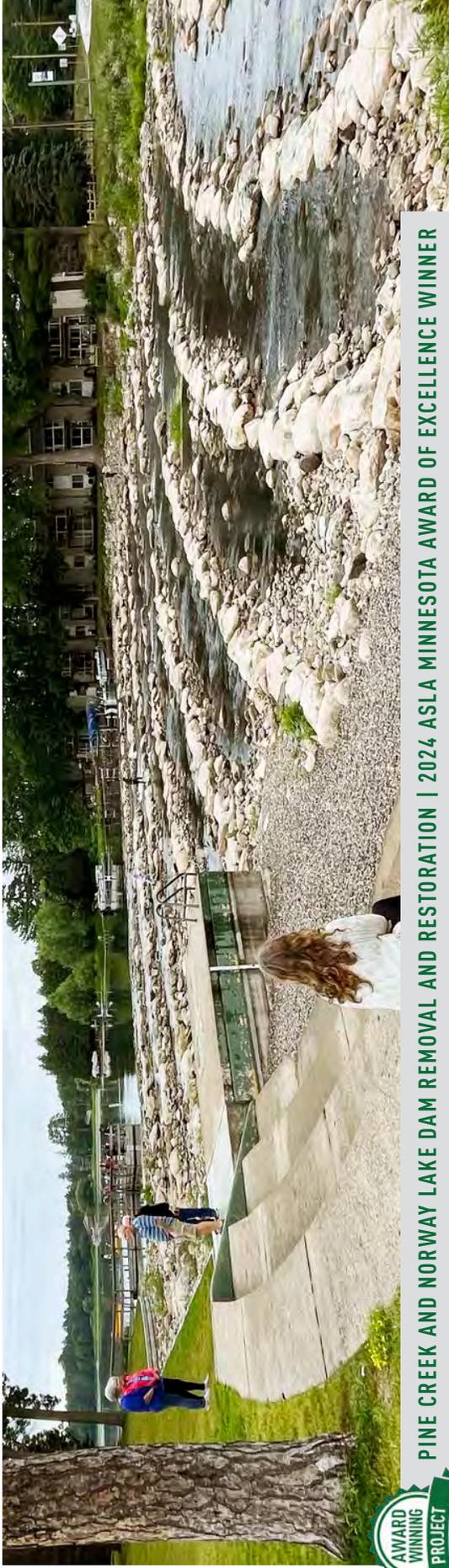
It is our pleasure to submit a proposal for this exciting and impactful project! Bolton & Menk, Inc. has put together a team of park and recreation professionals who have turned their passion for parks, place-making, and public health into careers. Helping communities thrive and plan for their futures is what drives us. We've done this most recently in the Minnesota communities of Robbinsdale, Lake Elmo, and Empire. We have developed a process that allows us to understand each community's specific and varied needs and the characteristics that make them singular and special, while efficiently evaluating and assessing for opportunities and improvements. We develop plans that are thorough, visually compelling, clear, implementable, and rooted in community input, and we are committed to doing this for the City of Shorewood.

In continued service, we are excited about the opportunity to collaborate with you and your community on the Parks and Recreation Comprehensive Master Plan. I will serve as your lead client contact and project manager. Please contact me at 612-979-6788 or Anna.Springer@bolton-menk.com if you have any questions regarding our proposal. We look forward to hearing from you regarding this exciting opportunity!

Respectfully submitted,  
**Bolton & Menk, Inc.**

  
Anna Springer, PLA, ASLA  
Project Manager

  
Andrew Budde, PE  
Shorewood Client Service Manager and Authorized Signer



**PINE CREEK AND NORWAY LAKE DAM REMOVAL AND RESTORATION | 2024 ASLA MINNESOTA AWARD OF EXCELLENCE WINNER**



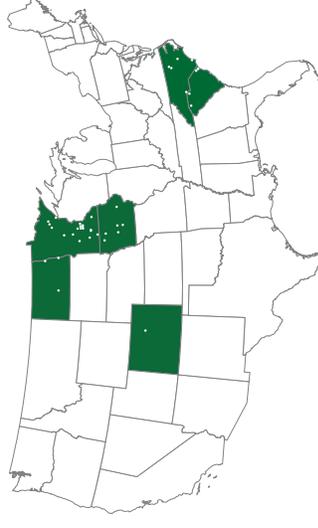
**BOLTON & MENK**

# **FIRM PROFILE**

**We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen. It's why we get out of bed every morning.**

Our commitment to communities began in 1949, serving the needs of municipal clients in small towns. As we continue to grow in both numbers and experience, our dedication to building trust and ensuring a true partnership with our clients remains the same. Our goal is to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Simply put, we're people helping people. Today, Bolton & Menk, Inc. has more than 1,000 multiregional employees including a professional staff of more than 300 engineers, planners, landscape architects, and surveyors.

Our landscape architects plan and design public spaces where people want to be. A successful long-range plan promotes health and happiness and is designed to guide implementation in the short and long-term. By listening to stakeholders, collaborating with clients, and applying creativity and innovation, we have improved the lives of thousands of people with our plans and designs.





GRASSMAN PARK, JORDAN, MN

## KEY STAFF

The Bolton & Menk team includes experts with a wide range of experience in landscape architecture, planning, and park and recreation administration, culminating in a distinctly specialized set of skills that will be applied to the development of a system plan that meets the vision and needs of the City of Shorewood, its residents, and visitors.

**Anna Springer** will serve as project manager and will be the primary contact for the city throughout the project. Anna will be responsible for leading the effort and the team. She will establish the project schedule and oversee deliverables, ensuring project goals are met on time and within budget. **Bryce Shearen**, strategic park planner, and **Aus Perez**, landscape designer, will assist Anna throughout the project duration. **Andrew Budde**, principal client service manager for the City of Shorewood, will serve as an advisor to the project and provide oversight and input at key points during the process.



# ANNA SPRINGER, PLA, ASLA

Project Manager

## EDUCATION

Bachelor of Science—Urban Forestry  
University of Wisconsin, Stevens Point

Master of Landscape Architecture  
University of Minnesota, Twin Cities

## REGISTRATIONS

- Professional Landscape Architect, MN

## CERTIFICATIONS

- International Society of Arboriculture
- Certified Arborist

## PROFESSIONAL AFFILIATIONS

Member, American Society of Landscape Architecture (ASLA)  
Current Treasurer, American Society of Landscape Architecture - Minnesota Chapter  
Member, International Society of Arboriculture  
Member, Minnesota Society of Arboriculture

## SUMMARY

**Anna will draw on her experience to lead the delivery of a plan that is clear, thorough, and implementable. She will provide oversight to the project team to manage scope, schedule, budget, and quality.** As a senior landscape architect who began her career in 2013, Anna is responsible for the successful completion of park and recreation system plans; trail, greenway, and open space plans; and long-range park planning projects. Her expertise includes park system planning principles, recreational needs assessments, site inventory and analysis, community engagement, report writing, and site design from concept to documentation and implementation. Anna uses her experience and skills to help communities develop and achieve their visions for their parks and recreation systems by uncovering needs and outlining a clear path to implementation.

## EXPERIENCE

- » Park System Plan, City of Robbinsdale, MN—Deputy PM/Lead Landscape Architect
- » Park System Plan, City of Lake Elmo, MN—Project Manager
- » Park System Plan, City of Empire, MN—Project Manager
- » Sechler Park Long-Range Plan, City of Northfield, MN—Lead Landscape Architect
- » Parks, Arts, and Recreation System Plan, City of Monticello, MN—Project Manager
- » Central Park Long-Range Plan, Hopkins, MN—Project Manager
- » Colby Park Design, City of Windsor Heights, IA—QA/QC
- » Parks and Recreation System Master Plan, City of Rochester, MN—Project Designer
- » Parks and Recreation System Master Plan, City of Maplewood, MN—Project Designer
- » Park System Master Plan, City of Little Canada, MN\*—Lead Landscape Architect
- » Collinwood Regional Park Master Plan, Wright County, MN\*—Lead Landscape Architect
- » Nokomis-Hiawatha Regional Park Master Plan, Minneapolis Park and Recreation Board\*—Project Designer
- » Mississippi Gorge Regional Park Master Plan, Minneapolis Park and Recreation Board\*—Project Designer
- » Vermillion Highlands Greenway Master Plan, Dakota County, MN\*—Project Designer
- » River to River Greenway Master Plan, Dakota County, MN\*—Project Designer

\*While with previous employer



## BRYCE SHEAREN, CPRE

Strategic Park Planner

### EDUCATION

Master of Public Administration  
Hamline University

Bachelor of Science—Business Administration and Management  
University of Wisconsin, River Falls

Public Works Leadership Academy  
Hamline University

### CERTIFICATIONS

- National Recreation and Park Association
- Certified Park and Recreation Executive (CPRE)
- Emergency Management Institute
- Incident Command Systems (ICS)
  - ICS 100, 200, 300, 400, 700, 800
- Minnesota Emergency Medical Services Regulatory Board
- Emergency Medical Responder (EMR)
- American Heart Association
- First Aid/CPR/AED
- Minnesota Department of Natural Resources
- Tree Inspector
- Minnesota Fire Board Service Certification Board
- Firefighter I and II
- Fire Apparatus Operator

### SUMMARY

**Bryce will provide technical expertise in system planning through review and will help develop recommendations for park and facility improvements, operations and maintenance, recreation programming, asset, and cost of services analysis.** Bryce is a dedicated and experienced parks and recreation professional that has spent over 17 years in the public sector, where he played a pivotal role in leading and developing many park and recreation projects. Bryce's expertise lies in community engagement, park and recreation planning, implementation, maintenance, and operations. As a former parks and recreation director, he uses his first-hand knowledge of local government and parks and recreation department leadership to inform his approach to working with communities. Additionally, his experience in budgeting, CIP development, funding, planning, and the creation and implementation of guiding documents are key elements to his approach to each park planning project. Bryce advocates for inclusive and universal park and recreation offerings and creating spaces for communities to grow.

### EXPERIENCE

- » Park System Plan, City of Robbinsdale, MN—QA/QC
- » Park System Plan, City of Lake Elmo, MN—QA/QC
- » Sechler Park Long-Range Plan, City of Northfield, MN—Project Manager
- » Park System Plan, City of Empire, MN—QA/QC
- » Pioneer Park Improvements, City of Little Canada, MN—Project Manager
- » Arden Oaks and Freeway Park Engagement and Planning, City of Arden Hills, MN—Project Manager
- » 2025 Park Improvements, City of Arden Hills, MN—Project Manager
- » Park System Plan, City of Little Canada, MN\*—Project Manager
- » Pioneer Park Phase I Planning, Design, and Construction, City of Little Canada, MN\*—Project Manager
- » Spooner Park All-Inclusive Playground, Trails, and Nature Play Space, City of Little Canada, MN\*—Project Manager
- » Rondeau Park All-Inclusive and Accessible Park Enhancements, City of Little Canada, MN\*—Project Manager



## AUS PEREZ

Landscape Designer

### EDUCATION

Bachelor of Landscape Architecture  
University of Nebraska, Lincoln

### PROFESSIONAL AFFILIATIONS

Member, American Society of Landscape Architects -  
Minnesota Chapter

Current Editor \_SCAPE Magazine, Publication of the Minnesota  
Chapter of the American Society of Landscape Architects

### SUMMARY

**Aus will work collaboratively with the team to develop high-quality, easily interpreted plans, graphics, and communication materials, including maps and system analysis.** Aus is a landscape designer at Bolton & Menk whose career began in 2020. Aus's responsibilities include assisting with the development of project deliverables, project-related graphics, final report documents, meeting materials, and other landscape architectural renderings and visualizations. Combining technical experience with creativity to help develop long-lasting, beloved community spaces is what drives Aus in their every day efforts.

### EXPERIENCE

- » Park System Plan, City of Robbinsdale, MN—Project Designer
- » Sechler Park Long-Range Plan, City of Northfield, MN—Project Designer
- » Park System Plan, City of Empire, MN—Project Designer
- » Park System Plan, City of Lake Elmo, MN—Project Designer
- » Parks and Trails Master Plan, City of Wabasha, MN—Project Designer
- » Pioneer Park Master Plan and Final Design, City of Little Canada, MN—Project Designer
- » Park System Plan, Blue Earth, MN—Project Designer
- » Ironwood Park Expansion, City of Carver, MN—Project Designer
- » Purgatory Park Master Plan, City of Minnetonka, MN—Project Designer



## ANDREW BUDDÉ

Client Service Manager

### EDUCATION

Bachelor of Science, Civil Engineering  
North Dakota State University

### REGISTRATION

- Professional Engineer, MN

### SUMMARY

**Andrew will use his local knowledge and experience to provide project oversight and ensure the improvements fit within the City of Shorewood’s vision.** Andrew started with Bolton & Menk right out of college in 2004 and is now a principal with the firm. He has enjoyed learning from and working with a variety of people within and outside of the company. As a municipal project manager and city engineer, Andrew manages projects from concept through construction ranging from MnDOT, county, and local roadways, roundabouts, city infrastructure, and residential, commercial, and industrial development. He has designed and constructed 12 roundabouts. He prides himself on finding efficiencies for his clients. He enjoys trying to make things better, whether its quicker, more accurate, less expensive, etc.

### EXPERIENCE

- » Freeman Park Trail Improvements, City of Shorewood, MN—  
City Engineer
- » 2012 Community Park, City of Watertown, MN—  
Project Manager
- » Pavement Management Plan, City of Shorewood, MN—  
Project Manager
- » Glen Road, Manitou Lane, and Amlee Road Street  
Improvements, City of Shorewood, MN—Project Manager
- » Strawberry Lane Street Reconstruction, City of Shorewood,  
MN—Project Manager
- » Birch Bluff Street and Utility, City of Shorewood, MN—  
Project Manager
- » Smithtown Pond Alternatives Analysis, City of Shorewood,  
MN—Project Manager
- » Mary Lake Outlet, City of Shorewood, MN—Project Manager
- » 2016 Community Park Improvement, City of Watertown, MN—  
Project Manager
- » Mystic Lake Roundabout Design and Road Reconstruction,  
Shakopee Mdwakanton Sioux Community—Project Manager

# STATEMENT OF QUALIFICATIONS

## PROJECT APPROACH

Bolton & Menk's approach is rooted in communication and collaboration. These principles will be key in managing and delivering a park system plan that contains a clear understanding of existing conditions and encompasses a vision for the future, with a realistic implementation plan. We will serve as a partner to the City of Shorewood during all phases of delivery.

## PROJECT UNDERSTANDING

We're passionate about parks and public spaces. We believe health and wellbeing are tied to a collective sense of community. It's our responsibility to embrace the diversity of people, thoughts, and experiences that make up your community. This plan, inspired by and created for you, will serve as a guide to help Shorewood achieve its vision for one of the community's biggest assets—parks and recreational facilities.

Public parks and the recreational opportunities they provide are vital to maintaining quality of life in a healthy community. Parks are an integral piece of a city's infrastructure. Bolton & Menk believes this and approaches planning for parks and open spaces with a high level of care and expertise.

As part of our system planning approach, we will gather community input using an engaging outreach process that aims to meet people where they are. It is our goal to develop a guide that decision makers and the public can reference to help steer parks and recreation in Shorewood.

## BIG PICTURE THINKING

Our multidisciplinary approach will be an asset to the community. We understand this isn't just about developing parks, but about supporting the vision of a healthy, sustainable, and livable community. We focus on the details while considering the bigger picture. Our goal is to discover creative, efficient, and long-term solutions that support Shorewood's collective vision.

This plan can easily be developed to fit into your 2050 Comprehensive Plan. At Bolton & Menk, we pride ourselves on our ability to prepare implementable plans. Our team will create a park system plan that can be used as a guide for future development, CIP planning, operational planning, and more!

## COMMUNITY ENGAGEMENT

Our team has a track record of facilitating successful and engaging community outreach. We will devise a flexible, fun, and informative engagement plan to build on our knowledge of the community. Our engagement plan will be supported by events and will contain deliverables tailored to the character and make-up of Shorewood residents.

The approach described in this work plan is what we feel will be required to meet the goals expressed for your park system plan. We expect to work closely with you on tailoring this approach to best fit the needs and diverse goals of project stakeholders.



## THROUGH ALL PHASES OF THE WORK PLAN, OUR TEAM WILL ENSURE THE FOLLOWING PRINCIPLES ARE UPHELD

### VISIONARY

Reflect shared concerns and aspirations, and anticipate future growth

### COMMUNITY-ORIENTED

Engage the community throughout the process to ensure the outcomes are responsive, authentic, reflective, and embraced by Shorewood

### INCLUSIVE

Intentionally incorporate changing demographics, disparate viewpoints, needs, accessibility, and opinions with the intent of acknowledging all voices, especially those typically underrepresented during planning

### ACCESSIBLE

Use easy-to-read, easy-to-use materials, avoid technical terms, and emphasize visuals, including photos, infographics, etc.

### CONNECTED

Create opportunities for all to connect to open space, greenways, parks, and conservation areas, building environmental stewardship and strengthening relationships to the outdoors and healthy lifestyles

### ACTION-ORIENTED

Focus on implementable tools with specific, measurable outcomes while being adaptable to future change

### STRATEGIC

Be thoughtful and pragmatic about how to achieve an outcome, recognizing the economic benefits of a strong park and recreation system

### TRANSPARENT

Communicate consistently so stakeholders have clear, accessible information through adoption and use

### STEWARDSHIP

Be mindful of the essential role parks and natural spaces provide to quality of life in a community and consider opportunities to support diversity and healthy natural systems

### RESILIENCE

Develop plans that consider the larger system, accounting for establishment, ongoing maintenance, and long-term replacement needs



## WORK PLAN

### TASK 1: PROJECT INITIATION

This task includes the initial effort to get the project off on the right foot. The Bolton & Menk team will work with city staff to review and further refine the overall effort and schedule based on conversations with city staff at a project kickoff meeting. This initial meeting with staff will cover data needs, the public engagement plan, and the overall project schedule.

In this phase we will work with city staff to gather, identify, and review existing data and any previous planning efforts relevant to the understanding of the park system.

We envision an engagement plan that is designed to reach Shorewood residents where they are already gathered, but this may be refined to ensure alignment with the specifics of the Shorewood community. We look forward to an open dialogue with city staff to review desired efforts and finalize a plan to engage the public during this process. Our goal is to capture as many voices as possible and to develop a plan the community is invested in.

#### Meetings

- » Kickoff Meeting with Staff (Virtual)

#### Deliverables

- » Updated Project Schedule

### TASK 2: INVENTORY & ANALYSIS

Understanding the existing condition of the system is essential to making recommendations. Working with city staff, our team will inventory and assess current parks, open spaces, facilities, and operations. We will visit each park to update the park inventory and condition assessment, looking at park amenities and natural spaces. To streamline this process, we will start with what we/city staff already know and use current or recently documented information to plug into our collective inventory of data. Evaluation of this information with respect to national trends and benchmarks—along with the operational needs and goals of city staff—will be included in this task.

All information will be added to a customized Field Map app that will allow inventory collection to be easily integrated with existing GIS software. After we document and review existing facilities of the current system, we will compare findings with National Park and Recreation Association data, look at park and amenity distribution, and identify gaps in the system.

This task will also include a meeting with city staff and the Shorewood Park Commission. We'll use this time to discuss project goals, approach, scope, timeline, and items such as the public engagement plan. We will also use this meeting to listen to park commissioners and gather their input on what works well today and what their goals and vision are for the system, including discussion about South Shore Park.

We will develop a series of level of service (LOS) maps that examine the distribution of parks and amenities within the community to look for gaps in distribution and service. Our team will consolidate the maps, charts, and information prepared in this task to deliver a complete inventory and analysis of the existing system.

Working in conjunction with city staff, we will develop a survey to solicit input from the broader community and will focus on needs and opportunities for the Shorewood park system. We envision this to be available through an online platform to allow for efficiency to respondents and in data collection and analysis. The Bolton & Menk team will provide the city with a link to the survey for use on its public-facing website and social media platforms. Upon survey closure we will provide a summary of the results. This information will inform recommendations and priorities in the final plan.

*\*A hard copy of the survey can be made available if the city would like to distribute paper copies. City staff would need distribute, collect, and add responses from the paper copies to the online survey platform.*

#### Meetings

- » Staff Meeting: Park System Tour (Four-Hour Meeting)
- » Park Commission Meeting

#### Deliverables

- » Community Survey
- » Inventory and Analysis Summary

### TASK 3: COMMUNITY NEEDS ASSESSMENT

Knowing the community's needs and goals for their park system will be a critical factor in determining how to achieve them. This task will include gathering and summarizing findings from the previous task and public input. It will begin with a staff meeting to review findings from the inventory and analysis phase, and plan for upcoming engagement, including stakeholder listening sessions and a community pop-up event. Bolton & Menk will lead up to five, one-hour stakeholder listening sessions, working with the city staff to identify and coordinate key stakeholder groups.

The pop-up event will be designed to solicit feedback from the public, creating an opportunity for residents to provide input on parks and open spaces in Shorewood. Popping up at the Concert in the Park community event could be a great way to reach many residents. We will also use this event to inform people of the project and direct them to the project website to take the online survey.

Our team will evaluate and summarize community responses from the online survey to better understand needs and desires for the park and recreation system. These findings, along with the listening sessions and pop-up meetings, will help guide final recommendations and specific improvements.

#### Meetings

- » Staff Meeting: Review Inventory and Analysis
- » Stakeholder Listening Sessions
- » Pop-up Meeting No. 1
- » Staff Meeting: Review Engagement Findings

#### Deliverables

- » Needs Assessment Summary

### TASK 4: RECOMMENDATIONS

Our team will work with the city to prepare recommendations for improvements to the parks and open spaces in Shorewood. This will include recommendations relating to improvements to existing park facilities (proposal of capital improvements for the next 10 years), the identification of ongoing initiatives (in addition to capital improvements), and operations and maintenance recommendations. We will work with the city to prioritize recommendations based on needs as determined by existing condition review, gap analysis, and input from public engagement.

The recommendations task will include a concept plan for South Shore Park. This plan will provide a long-range guide for improvements to South Shore Park, and will include planning-level cost estimates and an approach to phasing.

A second pop-up meeting will be used to share key findings from the needs assessment and to obtain feedback on key recommendations, further informing prioritization of recommended initiatives/improvements for the implementation portion of the plan. This meeting may also be used to gather feedback on the plan for South Shore Park to understand community priorities for the park. As a cost-savings measure, Bolton & Menk will provide materials for this pop-up, but city staff will attend the event and collect feedback.

#### Meetings

- » Staff Meeting: Review Needs Assessment Findings
- » Staff Meeting: Review Preliminary Recommendations

#### Deliverables

- » Pop-Up Meeting Materials



## TASK 5: IMPLEMENTATION

Our team will review funding strategies to guide implementation of the recommendations. This effort will identify potential funding sources or program partners who may be vital in assisting with continued project development and implementation.

We will develop a first draft of the plan for the city's review to ensure the layout and formatting, as well as the information prepared to date, aligns with the city's vision for this document.

We will meet with city staff to review the draft and obtain staff feedback before sharing with the Shorewood Park Commission. By considering city staff feedback on the draft plan (including the South Shore concept) we will enact changes to finalize the draft plan document for review. Any redlines will be addressed prior to sharing with the Shorewood Park Commission.

By considering the Shorewood Park Commission's feedback on the draft plan, we will enact changes to finalize the plan document. Bolton & Menk will prepare a presentation reviewing the planning process, highlighting plan findings, and listing identified priorities for consideration of approval by the city council.

### Meetings

- » Staff Meeting: Review Draft Plan

### Deliverables

- » Draft Plan for Staff Review
- » Draft Plan for Park Commission Approval

## TASK 6: FINAL PLAN AND APPROVALS

We will finalize the plan and provide copies to the city for consideration and approval by the city council.

Upon acceptance by the park commission, our team will present the plan to the city council for consideration of adoption.

### Deliverables

- » Final Draft Plan for Council Approval
- » City Council Presentation Materials for Plan Approval



**FIGURE 10: COLBY PARK IMPROVEMENTS**

**1 UPDATE PLAYGROUND AREA - BUDGET EST. = \$480K**  
Most of the existing play equipment is outdated and showing increased signs of wear. Existing rubberized play surfacing is deteriorating and the wood fiber is often displaced.  
*Opportunity:*  
Replace play equipment and consolidate play areas by utilizing play structures that can accommodate more uses, with higher play value and less footprint. Use poured-in-place surfacing in areas of higher use and minimize the use of wood fiber surfacing. Incorporate shade canopies into the play structures where feasible. Contain the play areas with accessible pavements and thickened concrete edging to tie into playground subbase. Provide adequate subsurface drainage beneath play surfacing with subdrain cleanouts.

**2 RESURFACE TENNIS COURTS:**  
**BUDGET EST. = \$250K**  
Reconstruct existing tennis court pavement or repair surfacing and cover with sport court tiles.  
*Opportunity:*  
While reconstructing or replacing existing court surface, accommodate pickleball striping on one end of the courts and add a basketball hoop on three point etc.  
An improved tennis facility provides the community a better user experience and presents an opportunity to provide additional amenities with efficient use of the current space.

**3 INSTALL SPLASH PAD:**  
**BUDGET EST. = \$400K**  
Among the top requests of the community input survey participants, is the addition of a splash pad at Colby Park.  
*Opportunity:*  
Currently, the City of Windsor Heights does not have any aquatic resources. Adding a splash pad would diversify the recreational resources of the community, provide an aquatic amenity and is an activity that can be enjoyed by users of different age groups and abilities.  
Siting a splash pad in close proximity to the Community Center could reduce infrastructure costs with access to existing utilities and would help reduce cleanup needs associated with seasonal flooding along Walnut Creek.

**4** Existing tennis court facility.

**5** Playground surfacing and edge conditions.

**6** Native prairie restoration adjacent Walnut Creek.

## PARK SYSTEM MASTER PLAN, WINDSOR HEIGHTS, IA

## LIST OF RELEVANT WORK

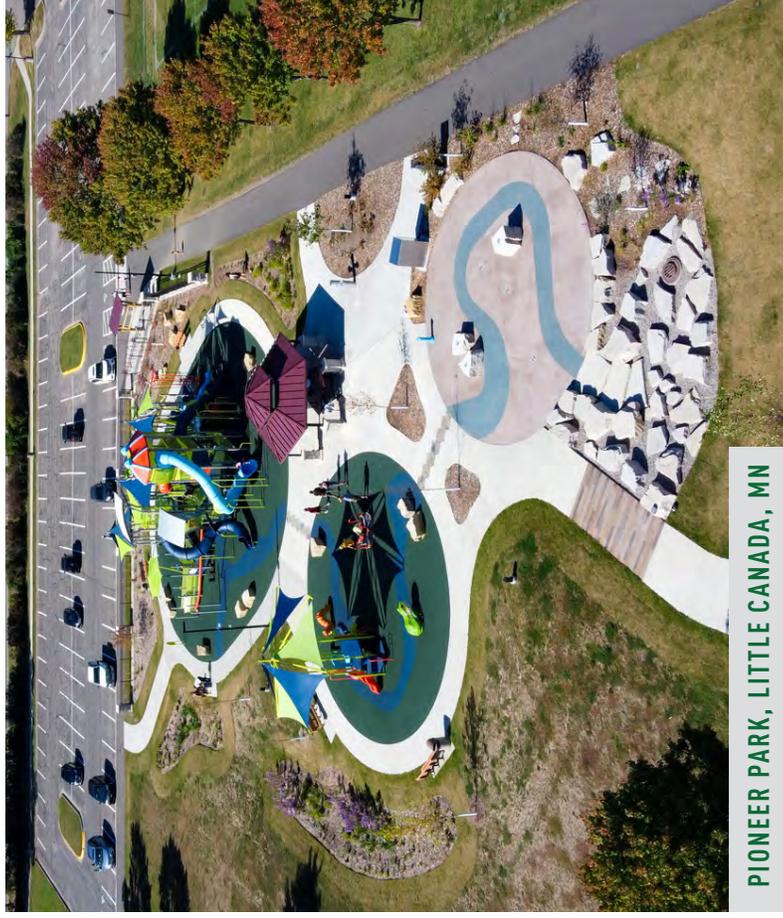
The Bolton & Menk team offers expertise and experience uncommon in the industry. Because of the range of skills and number of professionals dedicated to solving your problems, we are effectively positioned to help you take a multidisciplinary and integrated approach to solving your park planning and design concerns. We have a sense of community pride. We treat each client as if the community they represent is our own; oftentimes it is. We work to generate public support through the development of project and outreach graphics, facilitation of public meetings, and pursuit of funding and grant assistance.

Within the last five years, our team has completed many park and recreation system plans and park-specific plans for communities in Minnesota, including

- Park System Master Plan, Forest Lake
- Beltz Park Improvement Plan, Forest Lake
- Park System Master Plan, Wabasha
- Park and Recreation System Master Plan, New London
- Park System Plan, Robbinsdale
- Purgatory Park Master Plan, Minnetonka
- Park System Plan, Lake Elmo
- Park System Plan, Empire
- Sechler Park Long-Range Plan, Northfield
- Park, Arts and Recreation System Plan, Monticello
- Pioneer Park Plan, Little Canada



SECHLER PARK LONG-RANGE PLAN, NORTHFIELD, MN



PIONEER PARK, LITTLE CANADA, MN

# PROJECT SCHEDULE

TASK	M	J	J	A	S	O	N	D
Task 1: Project Initiation	TASK 1 ● Staff Meeting: Project Kickoff							
Task 2: Inventory and Analysis	TASK 2 ● Staff Meeting: Park System Tour							
Task 3: Community Needs Assessment			TASK 3 ● Staff Meeting: Review Inventory and Analysis + Stakeholder Listening Sessions + Concert in the Park Pop Up Event ● Staff Meeting: Review Engagement Findings					
Task 4: Recommendations				TASK 4 ● Staff Meeting: Review Needs Assessment Findings + Oktoberfest (materials only) ● Staff Meeting: Review Preliminary Recommendations				
Task 5: Implementation				TASK 5 ● Staff Meeting: Review Draft Plan ■ Park Commission Draft Plan Review (materials only)				
Task 6: Final Plan and Approvals						TASK 6 △ City Council Approval		

● Monthly Staff Meeting (8) ■ Park Commission Meeting (1) △ City Council Meeting (1) + Community Engagement Event

# REFERENCES

Our team has extensive experience preparing comprehensive park and recreation system plans. We have provided samples of recent system planning projects completed within the last five years. Please contact the following references to evaluate Bolton & Menk's performance on similar projects.

## **PARK SYSTEM PLAN**

**City of Robbinsdale, MN**

Robbinsdale's parks, trails, and open spaces are essential to providing the quality of life and sense of connection that its residents have come to cherish. Until 2024, the community had never had a parks-specific planning document to guide the long-term investment in and development of its parks and open spaces. When it became evident that one of the city's most used community parks needed renovation, the city prioritized the development of a park system plan to help determine what amenities should be prioritized at Sanborn Park and across the system. In the spring of 2024, the City of Robbinsdale hired Bolton & Menk to lead the process.

With a commitment to identifying strategic improvements to Robbinsdale's outdoor recreational facilities and maintaining high levels of service, the goal for the plan was to support the realization of the vision for a healthy, accessible, and sustainable park and open space system. An in-depth inventory and analysis of the city's parks along with a community engagement process that involved city staff; the Parks, Recreation, and Forestry Commission; and the general public guided the development of a series of recommendations and implementation strategies for the future improvements of parks, facilities, programming, and operations and maintenance. Planning-level cost estimates associated with those recommendations, as well as improvements to Sanborn Park, were developed for integration into the city's capital improvement plan.



### **Dates**

 2024 - Ongoing



**Matt Bazyk, Recreation Services Manager**

City of Robbinsdale

 763-531-1772

 [mbazyk@ci.robbinsdale.mn.us](mailto:mbazyk@ci.robbinsdale.mn.us)

 4100 Lakeview Avenue North, Robbinsdale, MN 55422

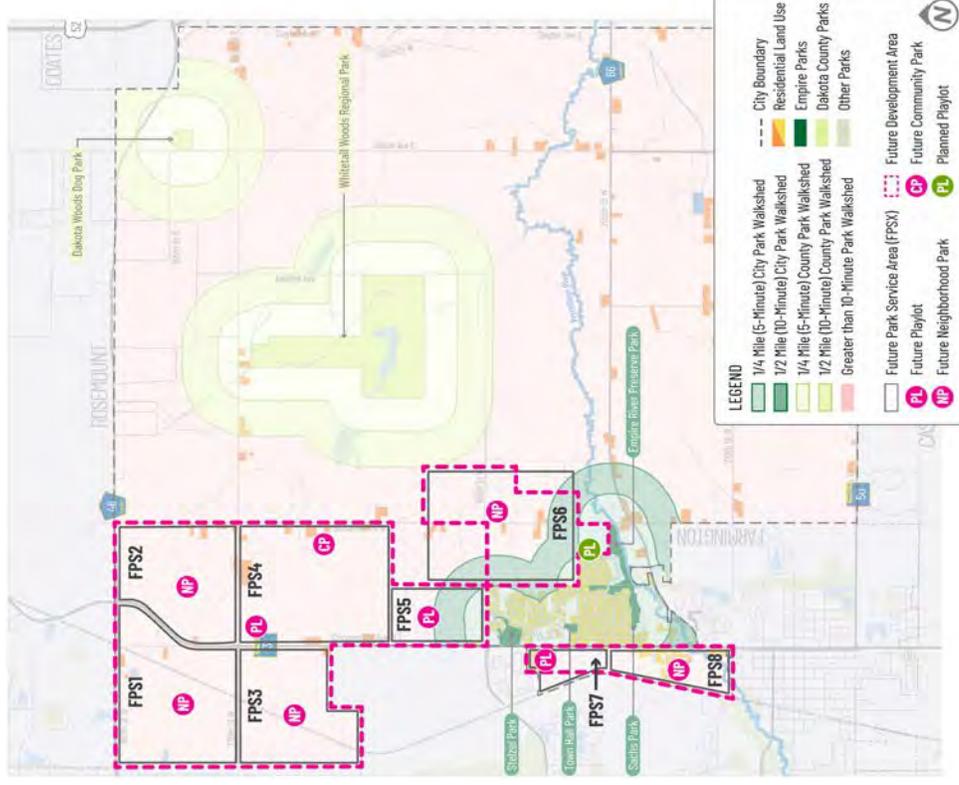
## PARK SYSTEM PLAN

### City of Empire, MN

In February 2023, Empire Township became Minnesota's newest city, incorporating to prevent annexation by neighboring communities. The new status meant the need and ability to plan for future growth within the city, as the population of Empire is expected to grow 50 percent by 2040.

With this growth in mind and with the help of Bolton & Menk staff, city leaders and staff took advantage of a Dakota County Community Development Block Grant to undertake a park system plan to help guide development of the park, trails, and recreation system in Empire over the course of the next 10 years. The Bolton & Menk team worked with city staff and the Empire Park and Rec Commission to outline a vision for the system and develop goals, policies, and recommendations to achieve this vision.

Recommendations include the identification of future park service areas and general locations and types of parks to serve these growth areas, as well as recommendations for new and updated facilities in the community's existing parks and open space system. The plan was approved and adopted in December 2024, and will help the city position for funding opportunities, including grants and park dedication.



**Dates**  
 2024 - Ongoing

**Charles Seipel-Teng, City Administrator/Clerk**  
 City of Empire  
 651-463-4620  
 admin@ci.empire.mn.us  
 3385 197<sup>th</sup> Street West, Farmington, MN 55024

## **PARK SYSTEM PLAN**

### **City of Lake Elmo, MN**

With pressures stemming from population growth and increased park and recreational programming needs by the community during the pandemic, the city needed an updated plan to help them keep pace with residents' recreational needs.

Bolton & Menk worked with city staff to inventory existing park, trail, and natural system features within the community and compare the parks system against nationwide standards for similar-sized cities. The project team facilitated meetings with an advisory committee consisting of community leaders and residents to assess strengths, weaknesses, opportunities, and threats to the existing system while brainstorming possible improvements that could bolster the community's long-term system.

The parks plan outlines improvements, outlines phasing opportunities, and identifies potential funding partners. It also outlines coordination needs by city staff, the parks commission, city council, and the community to help them realize their vision for their future parks and recreation system.

#### **Dates**

 September 2023 - June 2024

**Adam Swanepoel, Assistant Public Works Director**

City of Lake Elmo

 651-747-3946

 [ASwanepoel@lakeelmo.org](mailto:ASwanepoel@lakeelmo.org)

 3380 Laverne Avenue North, Lake Elmo, MN 55042

CITY OF LAKE ELMO

# PARK SYSTEM PLAN



Adopted by the  
City Council on

July 2, 2024



## SECHLER PARK LONG-RANGE PLAN

### City of Northfield, MN

The City of Northfield's 2021-2024 Strategic Plan established the lofty goal of having all parks and recreation facilities rated by the community as satisfactory or exceeding expectations. To help achieve this goal, the community worked together to develop and approve the Capital Park and Recreation Investment Plan in 2023. This plan identified Sechler Park as a top priority for improvement, and in 2024, the city hired Bolton & Menk to lead a community-driven long-range planning process for the park.

The project began with an extensive public engagement process, which included opportunities for community members to share their ideas and thoughts at the park and local events and online. Meetings with key user groups were also used to collect critical input. This process revealed a strong community desire to diversify park amenities, provide greater access to the Cannon River, and improve opportunities for walking and biking in the park. The resulting plan included large and small gathering places centered around a bank of new, highly demanded pickleball courts; a reservable shelter co-located with an accessible playground; an improved pinwheel of ballfields; and river access points.

The final long-range plan document summarized the planning process and provided final recommendations and cost estimates for implementation, including phasing and funding strategies. It was lauded by community members, decision-makers, and elected officials for its success in expanding the future uses of the park while preserving the best of its current offerings and was approved by the city council in December 2024.



#### Dates

 June 2024 - December 2024

 **Charlie Fredericks, Streets and Parks Manager**

 City of Northfield

 507-645-3027

 [Charlie.Fredericks@northfieldmn.gov](mailto:Charlie.Fredericks@northfieldmn.gov)

 1710 Riverview Drive, Northfield, MN 55057



## DEVIATIONS FROM RFP

We do not have any deviations from the requirements listed in the RFP.



# COMPENSATION PROPOSAL

The following table summarizes the hours and cost breakdown for each major work task item. The estimated fee includes labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise noted, the fees include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, out-sourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately.

	FEE
<b>TASK 1: PROJECT INITIATION</b>	<b>\$3,500</b>
<b>TASK 2: INVENTORY AND ANALYSIS</b>	<b>\$10,000</b>
<b>TASK 3: COMMUNITY NEEDS ASSESSMENT</b>	<b>\$8,000</b>
<b>TASK 4: RECOMMENDATIONS</b>	<b>\$9,000</b>
<b>TASK 5: IMPLEMENTATION</b>	<b>\$4,500</b>
<b>TASK 6: FINAL PLAN AND APPROVALS</b>	<b>\$5,000</b>
<b>TOTAL FEE</b>	<b>\$40,000</b>



## City Council Meeting Item

Item  
2F

**Title/Subject:** Freeman Park Trail Head Amended Agreement, City Project 22-05  
**Meeting Date:** Monday, April 28, 2025  
**Prepared by:** Andrew Budde, City Engineer  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Amended Agreement, Resolution

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### **Background:**

The City of Shorewood and the Three Rivers Park District (TRPD) entered into a Cooperative Agreement for the construction of the trail head in Freeman Park on August 17, 2023. The two entities have also been coordinating other improvements at Eureka Road/Smithtown Road and at Strawberry Lane.

The improvements at Strawberry Lane were originally approved by TRPD and implemented into the design and construction of the project. It was intended at that time to include the \$50,000 agreed upon reimbursement amount in the original Freeman Park Cooperative Agreement. The amendment provides an efficient method for documentation and reimbursement.

The improvements at Eureka Road/Smithtown Road are included in the 2025 Mill & Overlay Project and include the construction of a pedestrian curb ramp in the northeast quadrant of the intersection. TRPD has agreed to contribute \$5,000 towards improvements. It is efficient for both parties to account for this contribution as part of the Freeman Park Cooperative Agreement Amendment.

### **Financial or Budget Considerations:**

The city will receive a total of \$55,000 in reimbursement from Three Rivers Park District. \$50,000 will be applied to Strawberry Lane Improvements, City Project 19-05. \$5,000 will be applied to 2025 Mill & Overlay project, City Project 24-10.

### **Action Requested:**

Motion to adopt the attached resolution and authorize staff to execute the first amendment to the agreement with Three Rivers Park District for the Freeman Park Trail Improvements project.

**CITY OF SHOREWOOD  
AND  
THREE RIVERS PARK DISTRICT**

**FIRST AMENDMENT TO LAKE MINNETONKA REGIONAL TRAIL  
FREEMAN PARK TRAILHEAD COOPERATIVE AGREEMENT**

This First Amendment to the Cooperative Agreement (the "Agreement") made and entered into on August 17th, 2023, by and between Three Rivers Park District, a public corporation and a political subdivision of the State of Minnesota ("Park District"), and the City of Shorewood, a Minnesota municipal corporation ("City"), is hereby made and entered into this 17<sup>th</sup> day of April 2025, by and between the Park District and City.

**WHEREAS**, Park District is a political subdivision of the State of Minnesota authorized by statute to acquire, establish, operate and maintain park and trail systems; and

**WHEREAS**, Park District operates the Lake Minnetonka Regional Trail through the City; and

**WHEREAS**, City is designing and constructing roadway and regional trail crossing improvements at two (2) locations: Strawberry Lane and Eureka Road as part of a City led project and the City desires to partner with the Park District for making trail crossing improvements; and

**WHEREAS**, City and Park District entered into the Agreement for the establishment of a trailhead at Freeman Park with a trail connection through Freeman Park to the Lake Minnetonka Regional Trail establishing the planning, design, construction, operation, maintenance, and funding responsibilities of the Trail on August 17th, 2023; and

**WHEREAS**, the City and Park District desire to enter into an Amendment to the Agreement ("First Amendment") to design and construct improvements to the regional trail crossing of Strawberry Lane ("Segment A"; Exhibit A) and Eureka Road ("Segment B"; Exhibit B); and

**WHEREAS**, City will assume the primary responsibility for the design, construction, and construction administration for Segments A and B; and

**WHEREAS**, Park District will reimburse City up to \$50,000 for Segment A and \$5,000 for Segment B construction upon completion of the project for a total of \$55,000; and

**WHEREAS**, Park District and City desire to cooperate to obtain and/or transfer property rights, design, construct, operate, and maintain a continuous and contiguous Trail corridor located in the City employing their own powers.

**NOW THEREFORE**, in consideration of the mutual covenants herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, Park District and City agree as follows:

*First Amendment to August 17th, 2023*

*Freeman Park Trailhead Cooperative Agreement*

Except as herein provided, the terms, conditions, and provisions of the Agreement shall apply to and govern the provisions of this First Amendment.

**1. Funding for Segments A and B.**

Park District shall reimburse City up to \$55,000 for construction paid or owed to the contractor engaged by City to construct improvements to Segments A and B and related structures. The balance of Segments A and B and related structures costs related to construction shall be the responsibility of City.

**2. Construction for Segments A & B.**

In accordance with the Agreement and at the request of the City:

- a. The City has designed and constructed improvements to Segment A as depicted on Exhibit A in accordance with regional trail standards that were reviewed and approved by the Park District in 2023.
- b. The City will design and construct improvements to Segment B as depicted on Exhibit B in accordance with regional trail standards depicted in the Agreement.
- c. The City will not proceed with construction of Segment B or related structures until it has submitted all regional trail plans, including substantial changes, to Park District for review and has received approval from Park District.

**IN WITNESS WHEREOF**, the parties have set their hands the day and year first written above.

**City of Shorewood,**  
a Minnesota municipal corporation

\_\_\_\_\_  
Its Mayor

Date \_\_\_\_\_

\_\_\_\_\_  
Its City Administrator

Date \_\_\_\_\_

**THREE RIVERS PARK DISTRICT,**  
a public corporation and political subdivision of the State of Minnesota

*John Gibbs*  
\_\_\_\_\_  
John Gibbs, Board Chair

Date 04/18/2025 04:57PM UTC

*Boe Carlson*  
\_\_\_\_\_  
Boe R. Carlson, Superintendent  
and Secretary to the Board

Date 04/18/2025 07:06PM UTC

*First Amendment to August 17th, 2023*

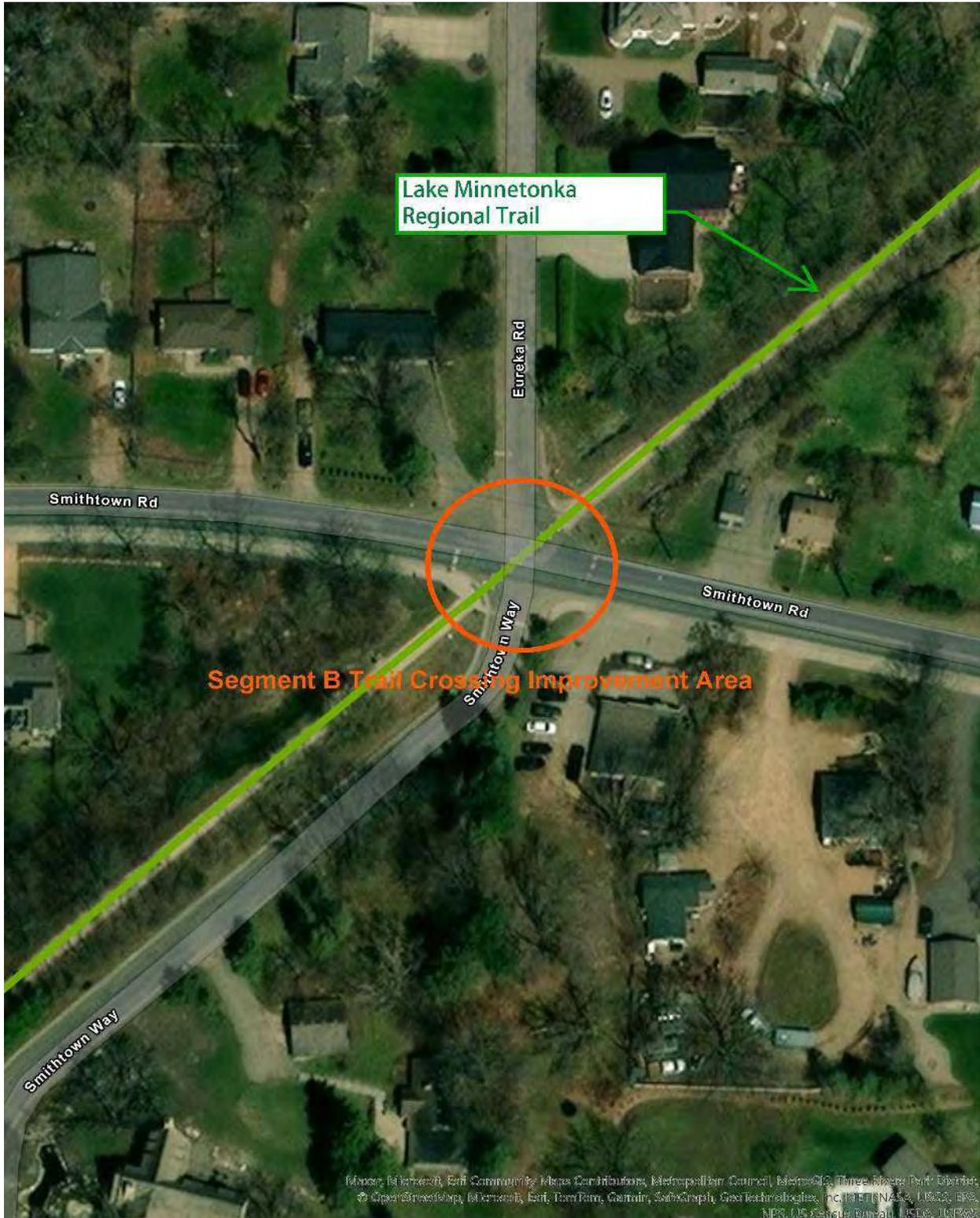
**EXHIBIT A: Segment**



*First Amendment to August 17th, 2023*

*Freeman Park Trailhead Cooperative Agreement*

**EXHIBIT B- Segment**



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*First Amendment to August 17th, 2023*

*Freeman Park Trailhead Cooperative Agreement*

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

**RESOLUTION 25-041**

**A RESOLUTION APPROVING AMENDMED AGREEMENT WITH THREE RIVERS PARK DISTRICT  
FOR FREEMAN PARK TRAIL IMPROVEMENTS PROJECT; CITY PROJECT 22-05**

**WHEREAS**, the Park District operates the Lake Minnetonka LRT Regional Trail through the City and have entered into a Cooperative Agreement for the construction of the trail head in Freeman Park; and

**WHEREAS**, the Park District and the City desire to amend the Cooperative Agreement to include reimbursement for improvements at Strawberry Lane and Eureka Road/Smithtown Road intersection; and

**WHEREAS**, the Park District has agreed to reimburse the city for \$50,000 for the improvements associated with the Strawberry Lane project that was approved and constructed in 2023; and

**WHEREAS**, the Park District has agreed to reimburse the city for \$5,000 for construction of an ADA pedestrian curb ramp at the intersection of Eureka Road & Smithtown Road and included in the 2025 Mill & Overlay project; and

**NOW THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the City Council of the City of Shorewood hereby approves the amended agreement with Three Rivers Park District for the Freeman Park Trail Improvements project.

Adopted by the City Council of Shorewood, Minnesota this 28th day of April 2025.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**



City of Shorewood

## City Council Meeting Item

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Item  
2G

**Title/Subject:** Building Permit Escrow Agreement for 6140 Apple Rd  
**Meeting Date:** April 28, 2025  
**Prepared by:** Jake Griffiths, Planning Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Escrow Agreement

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### **Background**

As part of a building permit for construction of a new home at 6140 Apple Rd, the applicant would like to provide an escrow in the amount of \$20,182.50 to the City to allow occupancy of the home while minor final improvements are completed. The escrow covers the cost driveway installation, concrete stoop installation, completing an as-built survey, and landscaping including trees, grading and seeding.

### **Financial Considerations**

The escrow is held until the required improvements have been completed; any remaining balance is then refunded to the building permit applicant.

### **Action Requested**

Motion to approve the attached escrow agreement with contractor Align Building and Remodeling LLC and property owner Apple Road LLC, as well as authorize the Building Official to release the escrow once the required improvements have been completed.

A simple majority vote is required.

## ESCROW AGREEMENT

**THIS AGREEMENT** is made this 28<sup>th</sup> day of April 2025, by and between the CITY OF SHOREWOOD (the "City") and Apple Road, LLC and Align Building & Remodeling, LLC (the "Obligees").

**WHEREAS**, the Obligees have agreed to undertake and complete certain obligations within a time period specified in this Agreement; and

**WHEREAS**, the City desires to secure this obligation and provide for appropriate financial resources to undertake and complete such obligation in the event of default by the Obligees; and

**WHEREAS**, the City and the Obligees agree that this Agreement is an appropriate instrument by which to secure the Obligees performance and the City's remedy in the event of default.

**NOW, THEREFORE**, in consideration of the Recitals (which are incorporated herein) and the mutual covenants contained in this Agreement, the City and Obligees hereby agree as follows:

1) Obligation of the Obligees - The Obligees shall undertake and complete the following obligations (s): driveway, concrete stoops, as-built survey and landscaping, including trees, grading and seeding, in accordance with Building Permit No. 5036 at 6140 Apple Rd (the "Obligation").

2) Time Period - The Obligees shall undertake, perform, complete, and satisfy the Obligation on or before October 15, 2025 (the "Completion Date").

3) Escrow of Security - Upon execution of this Agreement, the Obligees shall immediately deposit with the City cash security, or Letter of Credit in form and substance acceptable to the City, in the amount of \$20,182.50 (the "Security") which is equal to one hundred fifty percent (150%) of the estimated cost of performance of the Obligation.

4) City Remedy - If the Obligees do not complete performance of the Obligation on or before the Completion Date (the Default), then the City may elect to undertake and complete the Obligation of the Obligees and draw upon the Security in an amount necessary to complete the Obligation. The City shall, within thirty (30) days of Obligees' Default, give written notice to Obligees of City's intent to (a) undertake performance of the Obligation or (b) waive the City's right to pursue such remedy pursuant to Section 5 of this Agreement. If the City elects to undertake performance of the Obligation, it shall complete the same within thirty (30) days of its notice to Obligees. The City shall return any unused portion of the Security to the Obligees within sixty (60) days of completion of the Obligation. Notwithstanding the remedy provided in this Section 4, the City may take additional action at law or in equity to enforce performance of

the Obligation.

5) Waiver of Right to Undertake Obligation - The City may elect to waive its right to undertake and complete the Obligation by sending written notice to the Obligees within sixty (60) days of Obligees' Default. In the event that the City waives such right to undertake and complete the Obligation, the City shall return the Security to the Obligees. In such event, this Agreement shall terminate upon receipt of the Security by the Obligees.

6) Entry Easement - The Obligees hereby grant the City an entry easement, as reasonably convenient and necessary for the City, to enter onto Obligees' property to allow the City to undertake and complete the Obligation in the event it elects to pursue this remedy.

7) Indemnification of the City - The Obligees agree to hold harmless and indemnify the City, their officers, employees, representatives and agents from any and all liabilities, demands, claims for loss, damage, or personal injury arising out of or from the City's performance of the Obligation.

8) Miscellaneous Provisions -

(01) Notices and Demands - A notice, demand, or other communication under this Agreement by either party to the other shall be deemed sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the addresses listed below. Either party may designate another party or attorney for receipt of notice under this Section by designating, in writing, and forwarding such writing to the other party as provided in this Section. In the case of the City, notices shall be mailed to:

Attention: Zoning Administrator  
City of Shorewood  
5755 Country Club Road  
Shorewood, Minnesota 55331

In the case of the Obligee, notices shall be mailed to:

Attention: Tim O'Connor  
Align Building and Remodeling LLC  
684 Excelsior Blvd, Suite 220  
Excelsior, MN 55331

Attention: Tim O'Connor  
Apple Road, LLC  
4923 Clear Spring Rd  
Minnetonka, MN 55345

(02) Successors and Assigns - This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

(03) Amendment or Modification - No change, amendment, or modification to, or any extension of provisions provided under this Agreement shall be valid unless in writing and signed by the Parties to this Agreement.

(04) Law Governing - This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota and enforced in courts having jurisdiction within the State of Minnesota.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement the day and year first above written.

**CITY OF SHOREWOOD**

By: \_\_\_\_\_  
Its: Mayor

By: \_\_\_\_\_  
Its: City Administrator

**OBLIGEEES**

By: \_\_\_\_\_  
Align Building and Remodeling, LLC  
Attn: Tim O'Connor

By: \_\_\_\_\_  
Apple Road, LLC  
Attn: Tim O'Connor



City of Shorewood

## City Council Meeting Item

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Item  
2H

**Title/Subject:** Turf Maintenance Quote and Service Agreement  
**Meeting Date:** April 28, 2025  
**Prepared by:** Matt Morreim, Public Works Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Professional Service Agreement  
Quote-Greener Blade

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### **Background:**

The city utilizes a lawncare company to help maintain turf in Freeman and Manor Parks with fertilizer and spot weed control treatments. Baseball and soccer fields have been treated for the past two years in the same manner. Starting last year, city staff aerated and seeded the fields to improve the turf quality.

The city has contracted with The Greener Blade for turf treatment services for the past two years. Their staff are professional, responsive and cost effective. The renewal quote of \$11,130 was submitted for calendar year 2025.

### **Financial Considerations:**

The city budget accounts and programs lawncare services as part of the Parks Maintenance operating budget (Fund 52-Parks Maintenance).

### **Action Requested:**

Motion to approve the quote from The Greener Blade for services in 2025.

A majority vote by the Council is required.

**PROFESSIONAL SERVICES AGREEMENT FOR  
PARKS TURF MAINTENANCE SERVICES**

THIS AGREEMENT is made this April 29, 2025 (“Effective Date”) by and between The Greener Blade Fertilization Co., a Minnesota limited liability company with its principal office located at PO Box 434, Chanhassen, MN 55317 (“Contractor”), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the “City”):

**RECITALS**

- A. Contractor is engaged in the business of providing lawncare services.
- B. The City desires to hire Contractor to provide lawncare services of fertilizing and treating athletic fields at Manor and Freeman Parks.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

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

**AGREEMENT**

- 1. **Services.** Contractor agrees to provide the City with the services as described and subject to the additional conditions in the attached **Exhibit A** (the “Services”). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
- 2. **Time for Completion.** The Services shall be completed on or before December 31, 2025, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
- 3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty (35) days after Contractor’s statements are submitted.
- 4. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:
  - A. The parties, by mutual written agreement, may terminate this Agreement at any time;

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

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

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

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

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

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

- \$500,000 – Bodily Injury by Accident

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

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

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

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

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

9. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. Contractor shall provide or contract for all required equipment and personnel. Contractor 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. Contractor is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

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

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

12. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Contractor, and supersedes any other written or oral agreements between the City and Contractor. This Agreement may only be modified in a writing signed by the City and Contractor. 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.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

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

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

18. **No Discrimination.** Contractor 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. Contractor 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. Contractor agrees to hold harmless and indemnify the City from costs,

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

19. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is the City Administrator of the City, or designee. Contractor'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:

**Contractor**

The Greener Blade Fertilization Co., LLC  
PW BOX 464  
Chanhassen, MN 55317

**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 Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, described in this Agreement, personally.

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 Contractor 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 Contractor have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

**The Greener Blade Fertilization Co., LLC**

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

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

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

**City of Shorewood:**

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

Jennifer Labadie, Mayor

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

Sandie Thone, City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES & FEE SCHEDULE**

Below is a detailed list of the costs associated with the three Freeman softball fields, the soccer fields, and the softball field at Manor Park.

**Freeman Softball Fields 1,2,3**

275.00 per application

\$825.00 per application

5 applications per season

\$4,125 per season for the three fields

**Manor Park softball field**

285.00 per application

5 applications per season

\$855.00/season

**Freeman soccer fields**

Soccer fields

\$1025/application

6 applications total

\$6150/season

Grand total

\$11,130.00/year

The Greener Blade Fertilization Co; LLC

PO Box 464

Chanhassen MN 55317

Office 952.406.1999



City of Shorewood

## City Council Meeting Item

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Item  
21

**Title/Subject:** Eddy Station Concession Agreement  
**Meeting Date:** April 28, 2025  
**Prepared by:** Mitchell Czech, Parks & Recreation Manager  
**Reviewed by:**  
**Attachments:** Eddy Station Concession Agreement

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### **Background**

Tonka United Soccer Association has operated a concession operation at Eddy Station in Freeman Park during the summer and fall seasons in recent years. They have requested to continue these efforts in 2025 and provide a similar operation as years past. This provides a benefit to not only Tonka United participants, but also families and park users that are utilizing the nearby fields, playgrounds, trails, etc. that would like a quick snack or drink.

Attached is the agreement between the City of Shorewood and Tonka United Soccer Association to operate concessions in 2025.

### **Financial Considerations**

Tonka United Soccer Association will pay the City \$850 to utilize Eddy Station for its concession operation in 2025.

### **Action Requested**

A majority vote by the Council is required.

# **Freeman Park Eddy Station CONCESSIONS AGREEMENT 2025**

This agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the CITY of Shorewood, a Minnesota municipal corporation, located at 5735 Country Club Road, Shorewood in the County of Hennepin, State of Minnesota (hereinafter referred to as "CITY") and Tonka United Soccer Association 18328 Minnetonka Blvd, Wayzata, MN 55391, (hereinafter referred to as "CONCESSIONAIRE").

WITNESSETH:

Whereas the CITY is desirous of providing efficient concession services to patrons of Freeman Park; and

Whereas the CONCESSIONAIRE wishes to provide concession services at the Freeman Park Eddy Station Concession Stand;

Now, therefore, in consideration of the promises, terms and conditions stated herein, the parties agree as follows:

## **I. DUTIES AND RIGHTS OF CONCESSIONAIRE**

- A. The CONCESSIONAIRE agrees to provide full and complete services for the sales of food concessions at the Eddy Station concession stand from April 28, 2025 – June 26, 2025 and September 5 - October 12, 2025 at the following times:

Monday through Friday 5:00pm to 9:00pm

CONCESSIONAIRE may request additional times and the CITY shall meet those requests, if given two weeks' notice.

- B. The CONCESSIONAIRE agrees to pay the CITY a flat fee for the Summer/Fall season of \$850.
- C. Payment shall be made on or before April 25, 2025.
- D. The CONCESSIONAIRE agrees to purchase and maintain all food goods, materials and supplies necessary for the concession stand. The CONCESSIONAIRE may sell souvenirs and other hard goods not sold by the CITY, if approved by CITY Parks and Recreation staff in writing.
- E. The CONCESSIONAIRE agrees to provide, maintain and repair equipment as necessary for the sale of concessions. The CONCESSIONAIRE will be responsible for the cost of any losses resulting from spoilage of frozen or refrigerated foods due to a power outage or equipment failure. The CONCESSIONAIRE shall thoroughly document such losses. If equipment is needed, either in replacement of or addition to the existing equipment, the equipment must meet appropriate NSF standards.

- F. The CONCESSIONAIRE agrees to provide all manager(s), supervisor(s) and attendant(s) and other personnel for its concession operations. The CONCESSIONAIRE also agrees and understands that nothing contained herein creates or establishes the relationship of copartners between itself and the CITY and that it is an independent contractor, and its officers, managers, supervisors, volunteers, attendants and other employees are not employees, agents or representatives of the CITY with respect to any services performed under this agreement. Such personnel or other personal associated with the CONCESSIONAIRE shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the CITY, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Compensation, disability or severance pay and PERA.
- G. The CONCESSIONAIRE agrees to maintain an internal control system, which includes a financial report. Such reports shall be submitted at the conclusion of each sporting season. Pursuant to Minnesota Statutes, § 16C.05, Subdivision 5, the CONCESSIONAIRE further agrees to allow the CITY or the State Auditor or their agents to review, upon request, all records associated with the performance of the agreement, including invoices for concession goods and supplies, all canceled checks for payment of such invoices, all inventory records, and to be present at the taking of inventories, and to verify inventory shrinkage records.
- H. At the conclusion of each season, the CONCESSIONAIRE shall provide the CITY with a copy of the season's concession financial report prepared by the CONCESSIONAIRE.
- I. The CONCESSIONAIRE shall conduct its activities upon the premises so as not to endanger any person lawfully thereon; and shall indemnify, save and hold harmless the CITY and all of its officers, agents and employees from any and all claims, losses, injuries, damages and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the CONCESSIONAIRE, its agents, officers, employees, volunteers, patrons, or any persons associated with or served by the CONCESSIONAIRE's concessions operations.
- J. Insurance Requirements. The CONCESSIONAIRE, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:
- I. General Liability. The CONCESSIONAIRE 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.
  - II. Automobile Liability. If the CONCESSIONAIRE operates a motor vehicle in performing the Services under this Agreement, the CONCESSIONAIRE 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.
  - III. Workers' Compensation. The CONCESSIONAIRE agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The CONCESSIONAIRE

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 CONCESSIONAIRE 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 CONCESSIONAIRE'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 CONCESSIONAIRE's performance under this Agreement.

The CONCESSIONAIRE'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.

- IV. Professional (Errors and Omissions) Liability Insurance. [Only required for professional services provided by accountants, attorneys, engineers, etc.] The CONCESSIONAIRE will maintain professional liability insurance for all claims the CONCESSIONAIRE may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to CONCESSIONAIRE's professional services required under this Agreement. The CONCESSIONAIRE 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 CONCESSIONAIRE 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 CONCESSIONAIRE to fulfill this requirement.
- K. The CONCESSIONAIRE shall provide their Federal Employer Identification Number.
- L. The CONCESSIONAIRE agrees to comply with Minnesota Statutes § 181.59 and other related state and federal laws prohibiting discrimination in performance of this agreement on the basis of race, color, creed, religion, national origin, sex, marital status, disability and status with regard to public assistance, age or familial status. The CONCESSIONAIRE agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging illegal discrimination.

- M. The CONCESSIONAIRE agrees to comply with the Americans With Disabilities Act and not to discriminate on the basis of disability in the admission or access to, or treatment of employment in its services, programs, or activities. Upon request, accommodation will be provided to allow individuals with disabilities to participate in all services, programs, and activities. The CITY has designated coordinators to facilitate compliance with the Americans Disabilities Act of 1990 (ADA), as required by Section 35.107 of the U.S. Department of Justice regulations, and to coordinate compliance with Section 504 of the Rehabilitation Act of 1973, as mandated by Section 8.53 of the U.S. Department of Housing and Urban Development regulations. The CONCESSIONAIRE agrees to hold harmless and indemnify the CITY from costs including but not limited to damages, attorney fees and staff time in any action or proceeding alleging a violation of the ADA.
- L. The CONCESSIONAIRE agrees to abide by all applicable State laws and requirements, including but not limited those of the Minnesota Department of Health.

## **II. DUTIES AND RIGHTS OF THE CITY**

- A. The CITY agrees to provide, maintain and repair the concession stand and real property as necessary for the sale of concessions for use by the CONCESSIONAIRE. The CITY further agrees to provide storage for CONCESSIONAIRE inventories, subject to the limitations of available space at the Concession Stand. The CITY assumes no liability for lost, stolen or damaged merchandise or equipment left or stored in the Concession Stand.
- B. The CITY may immediately terminate this agreement in the event that the CONCESSIONAIRE fails to perform its duties under this agreement.

## **III. JOINT DUTIES AND RIGHTS**

- A. The CONCESSIONAIRE and the CITY agree to work to develop a security plan for controlling access to the concession area. This plan will designate which CONCESSIONAIRE personnel will be issued keys to the concession stand. Individuals on this list may not transfer their keys to other individuals without prior approval by the CITY.
- B. It is mutually understood and agreed that this Agreement represents the entire agreement between the parties and supersedes and all prior agreements or proposals, written or oral, and that no alternation, modification or addenda to the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.
- C. Notwithstanding any other provision of this Agreement to the contrary, all government data collected, created, received maintained or disseminated for any purpose by the parties pursuant to this Agreement shall be governed by the provisions of the MGDPA. CONCESSIONAIRE agrees to comply with the MGDPA as it applies to any data provided to it by CITY or third parties, and further agrees to cooperate and assist CONCESSIONAIRE staff in complying with any data practices requests arising out of, or related to this Agreement.
- D. This Agreement shall commence upon execution by both parties and shall terminate on October 12, 2025
- E. The CONCESSIONAIRE or the CITY may terminate this agreement upon thirty (30) days written notice to the other party for any reason other than stated.

F. This Agreement shall not be assignable except by the written consent of the CITY.

G. This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their proper officers, thereunto duly authorized, as of the day and year first above written.

CITY OF SHOREWOOD

TONKA UNITED SOCCER ASSOCIATION

\_\_\_\_\_  
Mayor Jennifer Labadie

\_\_\_\_\_  
Its

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

\_\_\_\_\_  
Its



## City Council Meeting Item

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Item  
2J

**Title/Subject:** Code Enforcement Mowing Contract  
**Meeting Date:** April 28, 2025  
**Prepared by:** Jake Griffiths, Planning Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Code Enforcement Mowing Contract

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### **Background**

The onset of summer brings the likelihood that the City will receive complaints for tall grass and tall weeds. Many violations are resolved by property owners without issue; however, other property owners do not comply. The City Council has historically had a contract for a private company to complete enforcement mowing. Having a private company do the enforcement mowing is of benefit to the City as it avoids overwhelming public works staff during the summer months and reduces wear and tear on the City's equipment. The City has recently used Mangold Horticulture as its code enforcement mowing contractor and they have agreed to continue to provide services for 2025. The contract is attached.

### **Financial or Budget Considerations**

The cost of mowing service would be billed to the property owners, and if unpaid, may be assessed to the property.

### **Action Requested**

Motion to approve the attached code enforcement mowing contract with Mangold Horticulture for the 2025 mowing season. Action on this motion requires a simple majority.

**CONTRACT TO PROVIDE LAWN MAINTENANCE FOR  
VACANT/FORECLOSURE/NUISANCE PROPERTIES  
CITY OF SHOREWOOD**

The City of Shorewood ("City") and Mangold Horticulture ("Company") agree to enter into an agreement for the Company to provide lawn care services to the City of Shorewood for vacant, foreclosed, or nuisance properties within the City of Shorewood under the following conditions:

1. Contractor shall provide all equipment to ensure service is done in workman like manner. Such equipment includes but is not limited to: push mowers, riding mowers, weed whips and all necessary personal protective equipment.
2. The price per hour shall be \$185.00, which includes all contractor costs (one hour minimum per site) as well as applicable sales tax.
3. The Contractor shall be responsible for any damage to their equipment that shall occur while maintaining a property under this agreement. If the condition of a property is such that it cannot be mowed safely, the Contractor shall notify the City of the condition immediately.
4. This agreement shall be for the 2025 mowing season.
5. This agreement can be cancelled for any reason by either party by notifying the other in writing.
6. Contractor agrees to indemnify and hold the city harmless and to carry liability insurance and workers compensation insurance in amounts approved by the City of Shorewood. The City shall be added as an additional insured under Contractor's policy.
7. The City shall notify the contractor of properties that need to be mowed, and the Contractor agrees that the property should be mowed within seven calendar days of such notice.
8. Contractor shall submit periodic bills to the City, and it shall be the City's responsibility to collect payment for services provided under this contract.

Agreed to this 16th day of April, 2025.

\_\_\_\_\_  
City of Shorewood

*Justin Mangold*  
\_\_\_\_\_  
Mangold Horticulture



## City Council Meeting Item

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Item  
2K

**Title/Subject:** 2025 Strategic Work Plan  
**Meeting Date:** April 28, 2025  
**Prepared by:** Marc Nevinski, City Administrator  
**Attachments:** 2025 Strategic Work Plan

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### **Background**

At its 2025 annual retreat in February the City Council developed seven Strategic Priorities and associated goals. The strategic priorities include:

1. Environmental Stewardship
2. Fiscal Responsibility
3. Safe and Secure Community
4. Organizational Strength and Good Governance
5. Functionally and Financially Sound Infrastructure
6. Comprehensive Approach to Planning and Development
7. Effective Engagement and Communications

Staff then developed potential action items in 2025 and beyond for each strategic priority for Council's consideration and direction in work sessions in March and April. This resulted in the 2025 Strategic Work Plan which will guide the Council's focus and allocation of staff time and resources for the year ahead.

### **Financial Considerations**

There are no direct financial implications to approving the Strategic Work Plan.

### **Action Requested**

Motion to approve the 2025 Strategic Work Plan.

A majority vote by the Council is required.

### 1. Environmental Stewardship

#### Goals

- Clear and strategic environmental policies and practices

<b>A. Vegetation Management Plan</b> – A plan based on insights from the IPM report, Bee Safe resolution, experience, industry experts, documented best practices, and public input.	
<b>Expected Outcomes</b>	An approved plan identifying issues, strategies, policies and practices for addressing invasive species, trees and turf.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Draft to Park Commission</li> <li>• Public input</li> <li>• Council</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ Funds \$\$
<b>Target Date</b>	End of 2025

<b>B. Recycling RFP</b> – Issue an RFP for recycling services	
<b>Expected Outcomes</b>	Execute a new contract for recycling and possibly curbside organics collection.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Issue RFP and conduct resident survey</li> <li>• Review proposals and recommend contractor</li> <li>• Approve contract</li> <li>• Information and education campaign for residents</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ Funds \$\$
<b>Target Date</b>	End of 2025

<b>C. Vegetation Management</b> - Remove new-growth buckthorn from 2024 removal areas; Conduct “small area” buckthorn removals in parks and ROW; Conduct removal of dead ash trees.	
<b>Expected Outcomes</b>	Reduction in buckthorn and ash trees in public spaces.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Spring Removal</li> <li>• Winter Removal</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ ⌚ ⌚ Funds \$\$\$
<b>Target Date</b>	Ongoing



## 1. Environmental Stewardship

### Other

### Future Years

- Green Step Cities program – Review and evaluate continued participation in Green Step Cities and outline options

 < 50	\$ 100s
  51-120	\$\$ 1000s
   121-250	\$\$\$ 10,000s
    250>	\$\$\$\$ 100,000s
	\$\$\$\$\$ 1M+

### 2. Fiscal Responsibility

#### Goals

- Align City policies and practices with strategic direction
- Implement best practices to support sound financial management
- Maintain stable and predictable finances over the long-term

<b>A. Long Term Financial Management Plan</b> - Develop plan for operations and capital investments; Adopt policies to guide management and sustainability of the City's funds.	
<b>Expected Outcomes</b>	A model and approved plan that guides budget development and capital planning.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Development of model for budget development</li> <li>• Presentation and recommendation to Council</li> </ul>
<b>Estimated Resources</b>	Hours 🕒 🕒 Funds \$\$\$
<b>Target Date</b>	Q3 2025

<b>B. SCEC Task Force</b> - Establish a task force to explore and analyze strategies to increase use and revenue at the SCEC.	
<b>Expected Outcomes</b>	Report that outlines options, including implications, investments, implementation steps, and projections to minimize funding gap.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Discuss and approve task force charter, with goals, expectations, and timeline</li> <li>• Recruit members and form task force</li> <li>• Task force report</li> <li>• Council considers recommendations</li> </ul>
<b>Estimated Resources</b>	Hours 🕒 🕒 🕒 🕒 Funds \$\$
<b>Target Date</b>	Q2 2026

#### Other

- Document when cost savings occurs.

#### Future Years

🕒 < 50	\$ 100s
🕒 🕒 51-120	\$\$ 1000s
🕒 🕒 🕒 121-250	\$\$\$ 10,000s
🕒 🕒 🕒 🕒 250>	\$\$\$\$ 100,000s
	\$\$\$\$\$ 1M+

### 3. Safe & Secure Community

#### Goals

- Safe built environment
- Strong, proactive, strategic, and cost-effective public safety services

<b>A. Hwy 7 Safety</b> – Support activities that result in safety enhancements along the Hwy 7 corridor, identify plans for safety improvements, and create structure to collaborate and advocate for improvements to Hwy 7.	
<b>Expected Outcomes</b>	Education, awareness, enforcement; Data and plans; Organizational structure for corridor wide collaboration and advocacy
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Law enforcement agencies’ Road Safe Grant – through June 2025</li> <li>• MnDOT Corridor Study – through 2025</li> <li>• Corridor Communities TMO Study – through June 2026</li> </ul>
<b>Estimated Resources</b>	Hours: ⌚ ⌚ ⌚ ⌚ Funds: \$\$\$\$ (using State Grants)
<b>Target Date</b>	Q3 2025; Q3 2026 for TMO

<b>B. Public Safety Engagement</b> – Increase City Council and resident engagement with SLMPD and EFD to better understand direction of SLMPD and EFD and provide informed guidance to board representatives.	
<b>Expected Outcomes</b>	Increased understanding of departments by Council and residents. Informed direction for appointed board members.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Two to three interactions each with each Chief and the Council per year</li> <li>• Increase profile of departments in City communications.</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ Funds \$
<b>Target Date</b>	Q4 2025

### 3. Safe & Secure Community

<b>C. Security and Access Control</b> – Complete parks and facilities security project by adding cameras and access control points.	
<b>Expected Outcomes</b>	Improved access controls to City facilities. Expanded camera coverage and better management of data.
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Present plan for approval by Council</li> <li>• Installation of data lines and equipment</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ ⌚ Funds \$\$\$\$
<b>Target Date</b>	Q4 2025

<b>D. Local Road Safety Improvements</b> - Identify road segments and intersections that have safety concerns. Identify short-term and long-term solutions.	
<b>Expected Outcomes</b>	List of concerns Possible solutions, short and long term
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Post speed reports on website to share hard data</li> <li>• Discuss locations of concern; focus on most prominent areas</li> <li>• Research and discuss available tools to address concerns</li> <li>• Include concerns and tools in 2050 Comp Plan and CIPs</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ Funds \$\$
<b>Target Date</b>	Q4 2025

#### Other

#### Future Years

### 4. Organizational Strength & Good Governance

#### Goals

- Strategic and comprehensive long-term planning.
- Principled, data, and stakeholder driven decisions.
- Culture of *continuous improvement*.

<b>A. Agenda Management Software</b> – Implement agenda management software for Council and then Commissions to eliminate (or minimize) paper agendas.	
<b>Expected Outcomes</b>	Efficient agenda production Improved access to meeting materials (???)
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Define agenda structure and content</li> <li>• Establish procedure and train staff</li> <li>• Council decision about devices</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ Funds \$\$
<b>Target Date</b>	Q3 2025

<b>B. Commissions &amp; Volunteers</b> – Share Council direction and City updates with commission and volunteers to improve communications, enhance alignment, and acknowledge their contributions to the City.	
<b>Expected Outcomes</b>	Business meeting to foster improved communication and alignment Acknowledge contribution of volunteers and commissions
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Set Date and Agenda</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ Funds \$\$
<b>Target Date</b>	Q3 2025, ongoing annually

### 4. Organizational Strength & Good Governance

<b>C. Adopt Council Bylaws</b> – Establish Council’s standards and values regarding roles, responsibility and procedures.	
<b>Expected Outcomes</b>	Establish consensus about expectations and processes Clear and documented expectations and procedures
<b>Milestones</b>	<ul style="list-style-type: none"> <li>Discuss and modify draft bylaws</li> <li>Adopt bylaws</li> </ul>
<b>Estimated Resources</b>	Hours: 🕒 Funds: \$
<b>Target Date</b>	Q2 2025

<b>D. Review Engineering Services Structure</b> – Evaluate the scope and structure of engineering services in Shorewood to determine costs and needs.	
<b>Expected Outcomes</b>	Thorough understanding of engineering services
<b>Milestones</b>	<ul style="list-style-type: none"> <li>Report and discussion</li> <li>Contract consideration</li> </ul>
<b>Estimated Resources</b>	Hours: 🕒 Funds: \$
<b>Target Date</b>	Q3 2025

#### Other

- Code review and update – develop strategy/priorities, timing, progress updates/tracking to Council
- Implement paid FMLA, update benefits plan, cannabis management
- Agreements with athletic associations and SSSP
- Events analysis

#### Future Years Outlook

🕒 < 50	\$ 100s
🕒 🕒 51-120	\$\$ 1000s
🕒 🕒 🕒 121-250	\$\$\$ 10,000s
🕒 🕒 🕒 🕒 250>	\$\$\$\$ 100,000s
	\$\$\$\$\$ 1M+

### 5. Functionally and Financially Sound Infrastructure

#### Goals

- Define standards and goals for infrastructure development
- Plans to finance infrastructure improvements, maintenance, and replacement

<b>A. Municipal Water Policies</b> - Review and discuss policies and strategies regarding municipal water.	
<b>Expected Outcomes</b>	Updated policies regarding water Direction regarding water related strategies and programming
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Utilized Financial Management tool to understand funding</li> <li>• Work sessions to consider policies impacting municipal water</li> </ul>
<b>Estimated Resources</b>	Hours 🕒 🕒 Funds \$
<b>Target Date</b>	Q4 2025

<b>B. Park Master Plan</b> – Complete update of Park Master Plan	
<b>Expected Outcomes</b>	Identification of current and future needs and opportunities Broad community involvement Plan to inform CIP and budgets
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Selection of Consultant</li> <li>• Community engagement</li> <li>• Updated Plan</li> </ul>
<b>Estimated Resources</b>	Hours 🕒 🕒 Funds \$\$\$
<b>Target Date</b>	Q1 2026

#### OTHER

- 2025 Mill & Overlay / Eureka
- SE Well Filtration project
- Discuss water extension with Mill Street trail project
- Pavement Management Plan (Done)

#### **Future Years Outlook**

- Asset Management Software 2026

🕒 < 50	\$ 100s
🕒 🕒 51-120	\$\$ 1000s
🕒 🕒 🕒 121-250	\$\$\$ 10,000s
🕒 🕒 🕒 🕒 250>	\$\$\$\$ 100,000s
	\$\$\$\$\$ 1M+

## 6. Comprehensive Approach to Planning and Development

### Goals

- Clear standards and processes for development with strong controls
- Align private development with public improvements
- Leverage resources (land use controls, EDA) to achieve outcomes
- Set clear plans and diligently work to achieve them.
- Balance desires of both new and long-term residents.

<b>A. 2040 Comp Plan - Finish Implementation of 2040 Comprehensive Plan</b>	
<b>Expected Outcomes</b>	Modified ordinances and rezonings to align official controls with plan
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• 2025 Legislature</li> <li>• Rezonings, Code updates</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ Funds \$\$
<b>Target Date</b>	Q4 2025

<b>B. 2050 Comp Plan - Begin 2050 Comprehensive Plan three - year update process, which will include engaging residents, leveraging tools, and aligning projects and strategies.</b>	
<b>Expected Outcomes</b>	Develop schedule for entire process, noting topics, engagement, timing RFP for consultant
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Consultant RFP</li> <li>• Schedule for plan update</li> </ul>
<b>Estimated Resources</b>	Hours ⌚ ⌚ Funds \$
<b>Target Date</b>	Q4 2025

<b>C. Shorewood EDA – Scope resources available through EDA to influence development and grow tax capacity.</b>	
<b>Expected Outcomes</b>	Report outlining the EDA roles, powers, and possible levy impact. Understanding of EDA role in implementing Comprehensive Plan
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Review report and provide direction</li> </ul>
<b>Estimated Resources</b>	Hours: ⌚ Funds: \$
<b>Target Date</b>	Q3 2025

### 6. Comprehensive Approach to Planning and Development

<b>D. MnDOT Turn Back Parcels</b> – Evaluate opportunities, process, objectives for acquiring MnDOT parcels along Hwy 7.	
<b>Expected Outcomes</b>	Understand process and obligations Awareness of methods to achieve land use goals
<b>Milestones</b>	<ul style="list-style-type: none"> <li>Report, discussion and direction</li> </ul>
<b>Estimated Resources</b>	Hours   Funds \$\$
<b>Target Date</b>	Q4 2026

#### OTHER TO DOs

- Discussion with Council and community about *Future Shorewood* to inform decisions and 2050 Comp Plan process.
- Hire Planner

#### Future Years

- Significant focus on 2050 Comp Plan
- Code updates

 < 50	\$ 100s
  51-120	\$\$ 1000s
   121-250	\$\$\$ 10,000s
    250>	\$\$\$\$ 100,000s
	\$\$\$\$\$ 1M+

### 7. Effective Engagement and Communications

#### Goals

- Prioritize communications and engagement
- Explore and experiment with different formats and mediums
- Be strategic about sharing information and obtaining input
- Dedicate time and resources to communication and engagement

<b>A. Strategic Communications Policy</b> – Plan to outline policies, practices, protocols, and measurements for City communications.	
<b>Expected Outcomes</b>	Comprehensive strategy for communications and engagement Consensus regarding Council objectives
<b>Milestones</b>	<ul style="list-style-type: none"> <li>• Outline current activities</li> <li>• Discussion of Council goals, especially regarding “town halls” or hearings</li> </ul>
<b>Estimated Resources</b>	Hours 🕒 🕒 🕒 Funds \$\$\$
<b>Target Date</b>	Q4 2025

#### Other

- Continue to use newsletter, website, email and social media to inform and educate residents and solicit feedback.
- Engage residents on key topics; use various electronic and in person formats.
- Implement new public alert system with JPA partner cities
- Resident survey

#### Future Years

🕒 < 50	\$ 100s
🕒 🕒 51-120	\$\$ 1000s
🕒 🕒 🕒 121-250	\$\$\$ 10,000s
🕒 🕒 🕒 🕒 250>	\$\$\$\$ 100,000s
	\$\$\$\$\$ 1M+

1 CITY OF SHOREWOOD  
2 PLANNING COMMISSION MEETING  
3 TUESDAY, APRIL 1, 2025

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

4  
5 **DRAFT MINUTES**  
6

7  
8 **CALL TO ORDER**  
9

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

11  
12 **ROLL CALL**

13  
14 Present: Chair Huskins; Commissioners Eggenberger, Holker, and Magistad; Planning  
15 Director Griffiths; and, Council Liaison DiGruttolo

16  
17 Absent: Commissioner Longo  
18

19 **1. APPROVAL OF AGENDA**  
20

21 Commissioner Eggenberger moved, Commissioner Magistad seconded, to amend the  
22 April 2, 2025 agenda, moving item 5.A. to directly follow item 4.A. and approving the  
23 agenda for April 1, 2025, as amended. Motion passed 4/0.  
24

25 **2. APPROVAL OF MINUTES**  
26

- 27 • **March 4, 2025**  
28

29 Chair Huskins explained that he had submitted a list of minor typographical errors to Planning  
30 Director Griffiths, which had been corrected.  
31

32 Commissioner Holker moved, Commissioner Eggenberger seconded, approving the  
33 Planning Commission Meeting Minutes of March 4, 2025, as amended. Motion passed 4/0.  
34

35 **3. MATTERS FROM THE FLOOR**  
36

37 **4. PUBLIC HEARINGS - NONE**

38 Chair Huskins explained that the Planning Commission is comprised of residents of the  
39 City of Shorewood who are serving as volunteers on the Commission. The Commissioners  
40 are appointed by the City Council. The Commission's role is to help the City Council in  
41 determining zoning and planning issues. One of the Commission's responsibilities is to  
42 hold public hearings and to help develop the factual record for an application, and to make  
43 a non-binding recommendation to the City Council. The recommendation is advisory only.  
44

45 **A. PUBLIC HEARING –CUP AMENDMENT FOR CONSTRUCTION OF A NEW  
46 HOME AND IUP FOR THE DEMOLITION OF THE EXISTING HOME ONCE  
47 COMPLETED**

48 Applicant: Alan and Jessica Brandhorst  
49 Location: 27225 Smithtown Road  
50

51 Planning Director Griffiths gave an overview of the request for an Interim Use Permit (IUP) that  
52 would allow an additional single-family home to be built on the property, while the existing home  
53 also remained on the site for a short period of time. He noted that the second request was an

1 amendment to the site's existing Conditional Use Permit (CUP), which allows Twin Oaks Nursery  
2 to operate on the property, to allow them to build the new home in their desired location. He  
3 outlines details of the property location and details and analysis using criteria from the City Code,  
4 of their requests. He explained that staff recommended approval of the requests, subject to the  
5 conditions listed in the staff report, and noted that the City had not received any comments on  
6 this application prior to the meeting.

7  
8 Commissioner Eggenberger asked for clarification on the language that stated that the original  
9 dwelling must be removed within 2 weeks of the date that they occupied the new dwelling, but in  
10 another location, it stated that 'in under no instance shall the original dwelling remain on the  
11 property longer than 2 years.

12  
13 Planning Director Griffiths stated that it was two separate requirements and explained that the 2-  
14 year reference was 2 years from the date that the City Council would approve this resolution. He  
15 explained that this language was also saying that once they go through the building permitting  
16 process and are issued a Certificate of Occupancy, then it would trigger the two-week timeframe.

17  
18 Commissioner Holker asked about the potential increase in space for commercial usage when  
19 the original home was demolished and whether there were any restrictions on that.

20  
21 Planning Director Griffiths explained that the applicants have an existing Conditional Use Permit,  
22 and if they wanted to substantially expand their operations, they would need to come back to  
23 amend that existing approval. He stated that he had spoken with the applicant, and his  
24 understanding was that they were not anticipating any expansion of the business at this time.

25  
26 Chair Huskins invited the applicants to address the Commission.

27  
28 Brent Hislop, Synergy Land Company, 6000 Strawberry Lane, explained that he was here on  
29 behalf of the Brandhorst family because they were out of town this week. He noted that he and  
30 Planning Director Griffiths had met many times to hammer out the details of their application.

31  
32 Chair Huskins opened the Public Hearing at 7:14 P.M., noting the procedures used in a Public  
33 Hearing, there being no comments, he closed the Public Hearing at 7:14 P.M.

34  
35 **Commissioner Holker moved, Commissioner Magistad seconded, Recommending**  
36 **Approval of the CUP Amendment for Construction of a New Home and IUP for the**  
37 **Demolition of the Existing Home Once Completed, for applicants, Alan and Jessica**  
38 **Brandhorst, located at 27225 Smithtown Road, with the conditions as outlined in the staff**  
39 **report. Motion passed 4/0.**

40  
41 Chair Huskins reminded the Commission that they had rearranged the agenda a bit at the start of  
42 the meeting and would now be moving on to 5.A. before completing all the public hearings  
43 scheduled for tonight.

44  
45 **5. OTHER BUSINESS**

46  
47 **A. Consider a Variance to Construct a Detached Garage Structure**

48 **Applicant: Dan Wallace**

49 **Location: 5765 Eureka Road**

50

1 Planning Director Griffiths stated that this was a variance application to construct a detached  
2 garage at 57654 Eureka Road. He explained that there currently was not a garage at this property  
3 and noted that for anything to be built on this property, a variance would be required. He noted  
4 that a previous property owner had obtained a variance approval for a similar structure in 2015,  
5 but took no action, so the approval expired. He briefly reviewed the criteria to be considered with  
6 this request and noted that staff was recommending approval, subject to the conditions listed in  
7 the staff report. He explained that notice had been given to the public, but no feedback had been  
8 received.

9  
10 Commissioner Magistad asked if there had been any public comments received during the prior  
11 approval in 2015.

12  
13 Planning Director Darling stated that he did not have that information but reminded the  
14 Commission that the variance had been approved.

15  
16 Chair Huskins asked if there were any other homes in the area that had detached garages.

17  
18 Planning Director Griffiths stated that he also did not have that exact information in front of him,  
19 but was aware that many homes in the area have detached garages. He clarified that having a  
20 detached garage would not be out of character with the neighborhood.

21  
22 Chair Huskins asked about Planning Director Griffith's thought process that was being proposed  
23 was the minimum to alleviate the practical difficulty.

24  
25 Planning Director Griffiths explained that, in this case, the practical difficulty was that the lot was  
26 essentially unbuildable without a variance because it was so undersized. He noted that the  
27 thought was also that a 10-foot setback was pretty typical, and the City had approved many  
28 variances at that distance.

29  
30 Chair Huskins noted that the structure was larger than it needed to be for just a garage because  
31 it included the additional space and asked if, in Planning Director Griffith's view, that would still  
32 be consistent with meeting the minimum required, because they had just focused on the setbacks.

33  
34 Planning Director Griffiths reiterated that from staff's perspective, the footprint of the structure met  
35 the intent. He noted that this was a pretty clear-cut example of a situation where there had already  
36 been an approved variance by the City and the new request was substantially the same as the  
37 previous request, so he felt that there was a little bit of a precedent in this case.

38  
39 Commissioner Magistad asked if the City Engineer had voiced any concerns.

40  
41 Planning Director Griffiths stated that the City Engineer had not voiced any concerns.

42  
43 Chair Huskins invited the applicant to address the Commission.

44  
45 Dan Wallace, Wallace Architecture, 311 Third Street, Excelsior, explained that he was also the  
46 architect the last time this request had been brought to the City and had been retained for the  
47 same services as the new owners.

48  
49 Commissioner Eggenberger asked if the property owners had plans for the shop area.

50

1 Mr. Wallace stated that he was not aware of any specific plans other than what had already been  
2 presented to the Commission, but noted that it was solely for him and his son to use and not a  
3 business enterprise.

4  
5 Chair Huskins noted that he was not aware that there was not an existing garage structure.

6  
7 Mr. Wallace explained that, in the past, there was a single-stall garage on a separate portion of  
8 the property, but the driveway did not go to it, so he was not sure of the overall history of the  
9 structure. He stated that the current plans call for the driveway to be located at the end of the  
10 existing gravel driveway.

11  
12 **Commissioner Eggenberger moved, Commissioner Holker seconded, recommending**  
13 **approval of a Variance to Construct a Detached Garage Structure for applicant, Dan**  
14 **Wallace at 5765 Eureka Road, subject to the conditions listed in the staff report. Motion**  
15 **passed 4/0.**

16  
17 **PUBLIC HEARINGS – CONTINUED:**

18  
19 **B. PUBLIC HEARING – REZONING THREE PARCELS TO R-3A**  
20 **Applicant: City-Initiated Request**  
21 **Location: 24560, 24590, and 24620 Smithtown Road**  
22

23 Planning Director Griffiths explained that this item was essentially a bit of housekeeping with the  
24 City's Zoning Code and to carry out the intent of several years of planning decisions that had  
25 been made by the City related to the Medium Density Zoning District. He reviewed details within  
26 the 2040 Comprehensive Plan and the requirement for rezoning certain properties to meet the  
27 minimum net density and affordable housing requirements that have been imposed on the City  
28 by the Met Council. He noted that the text amendments to the Medium Density Zoning District  
29 section of the City Code were approved last month, and now they were moving forward with  
30 changing the zoning of the properties to be what the City had said it would be. He explained that  
31 two of the three properties in this application were vacant, and the other was a single-family home,  
32 but explained that even if the property was rezoned it would not really change anything for the  
33 property owner in the short term. He clarified that they can continue to live on this property as  
34 long as they would like and there would be no push by the City to have this developed. He  
35 reviewed the criteria used in evaluating this rezoning and explained that staff recommended  
36 approval to align the zoning classification of these properties with the policy within the  
37 Comprehensive Plan. He noted that the City had received one comment on this request prior to  
38 tonight's meeting and read aloud the comment received from Brian Megan, 5670 Christopher  
39 Road.  
40

41 Chair Huskins asked if Planning Director Griffiths had stated that the two properties to the east  
42 were currently zoned Commercial, and thought that the middle property was the one that had the  
43 single-family home on it.

44  
45 Planning Director Griffiths stated that the single-family home was on the middle property.

46  
47 Chair Huskins asked for some background on how a single-family home was located on a parcel  
48 guided for commercial use.  
49

1 Planning Director Griffiths displayed the zoning map and explained that he had misspoken and  
2 explained that the property located the farthest east was zoned Commercial and pointed out the  
3 location of the single-family and EDA-owned lots.  
4

5 Chair Huskins stated that he believed the EDA-owned property had a number of applications that  
6 the City Council had denied for multi-family projects, as well as one related to pickleball courts.  
7

8 Commissioner Holker stated that she recollected that the Commission had recommended  
9 approval of a limited townhome project that came through after the pickleball court application.  
10

11 Planning Director Griffiths stated that last fall, the Planning Commission had recommended  
12 approval of a medium-density, detached townhome style development for that site, but noted that  
13 this rezoning was not tied to that in any way. He explained that the City simply had to go through  
14 with rezoning the properties, regardless of what applications were submitted. He noted that staff  
15 had received the next step information for the project just referenced and should come back  
16 before the Commission at an upcoming meeting.  
17

18 Commissioner Magistad noted that these were long, narrow parcels and asked if there was any  
19 expectation that any high-density housing developments would be coordinated across the  
20 parcels.  
21

22 Planning Director Griffiths stated that this would be zoned medium density, which was six to eight  
23 units per acre. He noted that coordinating something across all three parcels would be up to the  
24 developer, but noted that the property farthest east was already working on its own.  
25

26 Commissioner Magistad asked if the single-family home property could indefinitely exchange  
27 hands and be rebuilt as a single-family home.  
28

29 Planning Director Griffiths confirmed that the single-family home could be sold as many times as  
30 they liked but with the tearing down and rebuilding portion of the question, there would be some  
31 restrictions with those actions but clarified that if they kept the same footprint, essentially, they  
32 could continue to do as they like with a single-family home.  
33

34 Commissioner Holker stated that the last time this was discussed, she believed the former  
35 Planning Director Darling had said something about the fact that for the City-owned lot, the City  
36 would most likely not do anything with that lot until the single-family home went away.  
37

38 Planning Director Griffiths stated that he would agree that there was no plan for that parcel, nor  
39 had one been discussed.  
40

41 Commissioner Eggenberger stated that Planning Director Griffiths had stated that there would  
42 really be no downside for the person who owned the single-family lot because they can live in it,  
43 sell it, or have a medium-density housing project on it. He asked if a possible downside would be  
44 that the people buying the home would not want higher density on either side of them.  
45

46 Planning Director Griffiths agreed that, in theory, that could be a downside from an aesthetic  
47 perspective for the homeowner, but noted that the criteria used from a zoning change perspective  
48 was property values and these types of changes do not have a substantial negative impact on  
49 those values and in some cases they can actually increase property values.  
50

1 Commissioner Magistad asked if the City Council would have the opportunity to receive additional  
2 public comment if people submitted statements before the City Council meeting.

3  
4 Planning Director Griffiths stated that for any application that the City received, if they get written  
5 comments between the Planning Commission and the City Council meetings, they forward those  
6 to the Council.

7  
8 Chair Huskins opened the Public Hearing at 7:44 P.M., noting the procedures used in a Public  
9 Hearing. There being no comments, he closed the Public Hearing at 7:44 P.M.

10  
11 **Commissioner Holker moved, Commissioner Magistad seconded, recommending**  
12 **approval of Rezoning Three Parcels to R-3A for the City-Initiated Request for properties**  
13 **located at: 24560, 24590, and 24620 Smithtown Road. Motion passed 4/0.**

14  
15 **C. PUBLIC HEARING – REZONING THREE PARCELS TO R-2A**

16 **Applicant: City-Initiated Request**

17 **Location: 6055, 6065, and 6067 Lake Linden Drive**

18  
19 Planning Director Griffiths explained that this item was very similar to the previous item on  
20 tonight's agenda, but had less to do with the Comprehensive Plan and more to do with the  
21 changes that were just made to the Medium Density Zoning District. He noted that these parcels  
22 were currently zoned R-3A and, with the changes that were just made to that zoning district, that  
23 designation no longer made sense for these properties. He explained that this item was  
24 essentially a bit of housekeeping within the City's zoning code. He gave a brief overview of the  
25 thought process behind staff's recommendation to guide these parcels to become R-2A rather  
26 than R-3A. He noted that the City received one public comment before the meeting and read  
27 aloud the statement submitted by Kevin Burns, 6070 Lake Linden Drive, in opposition to the  
28 zoning change.

29  
30 Commissioner Holker asked for a quick overview of the differences between R-3A and R-2A.

31  
32 Planning Director Griffiths noted that it was a bit nuanced, but gave a brief overview of some of  
33 the differences between the R-3A and R-2A zoning districts.

34  
35 Commissioner Holker stated that this change would not impact the property owners and asked if  
36 Planning Director Griffiths believed that this zoning change would impact them in a positive way.

37  
38 Planning Director Griffiths stated that, in his opinion, if the City did not approve the rezoning, there  
39 would be negative impacts to these property owners because that would mean that anything on  
40 their property that did not meet the new zoning district the Commission just recommended would  
41 not be considered a non-conformity that even though would be grandfathered in, could present a  
42 problem further down the road, for example, if they wanted to go build a shed. He stated that this  
43 rezoning would allow the property owners to have the same flexibility they currently have without  
44 subjecting them to the need for variances when they want to make improvements to their property.

45  
46 Commissioner Magistad asked what could be the drawback to making this housekeeping change.

47  
48 Planning Director Griffiths stated that he did not have a good answer to that question. He stated  
49 that from staff's perspective, the Comprehensive Plan and the City Code all point towards this  
50 action being the best solution for the homeowners. He stated that the only real potential impact

1 is that the setback now was 30 feet and with this change would be 35 feet, but explained that in  
2 that situation, the City would work with the property owner and they could keep what is there.

3  
4 Commissioner Eggenberger referenced the statement made by Planning Director Griffiths about  
5 the recent amendments made to the R-3A relative to medium density housing and asked if he  
6 was referring to what the Commission had just voted on.

7  
8 Planning Director Griffiths clarified that he was referencing the code amendments that they had  
9 discussed at their last meeting.

10  
11 Chair Huskins opened the Public Hearing at 7:56 P.M., noting the procedures used in a Public  
12 Hearing, there being no comment, he closed the Public Hearing at 7:56 P.M.

13  
14 Commissioner Magistad stated that he would like to know the reason behind the public comment  
15 in opposition to the rezoning, but they may be able to provide their reasoning to the City Council  
16 before it reaches the City Council.

17  
18 Planning Director Griffiths stated that he could reach out to Mr. Burns to give him an opportunity  
19 to provide more context for his statement and provide that information to the City Council if he  
20 heard back from him.

21  
22 **Commissioner Magistad moved, Commissioner Holker seconded, recommending**  
23 **approval of the City-Initiated request to Rezone Three Parcels to R-2A located at 6055,**  
24 **6065, and 6067 Lake Linden Drive. Motion passed 4/0.**

25  
26 **D. PUBLIC HEARING – SUBDIVISION ORDINANCE UPDATE CITY CODE**  
27 **AMENDMENTS**

28 **Applicant: City-Initiated Request**

29 **Location: City-Wide**  
30

31 Planning Director Griffiths introduced the City's consultant for this item, Rita Trapp, with HKGI.

32  
33 Rita Trapp, HKGI, gave a brief review of the City's Subdivision Code that they had been working  
34 on for the City and reminded the Commission that it had not been updated for a long time. She  
35 explained that the overall goal was to update and modernize the Code, make it more user-friendly,  
36 ensure it was consistent with State statutes and laws, incorporate current City practices, and also  
37 to reflect the direction from the Comprehensive Plan. She highlighted a summary of the proposed  
38 code changes within the Subdivision Ordinance.

39  
40 Planning Director Griffiths noted that one other larger change in the proposed changes was  
41 related to municipal water connections and explained that he would touch on that when Ms. Trapp  
42 finished her presentation.

43  
44 Ms. Trapp continued her review of the proposed changes, organization, and enforcement within  
45 the Subdivision Ordinance.

46  
47 Chair Huskins referenced page six of the summary under 'Modification of Requirements' there  
48 was text that stated, 'Need to confirm this direction w/staff' and asked if that meant there was  
49 something incomplete.  
50

1 Planning Director Griffiths explained that the item had been addressed, but they neglected to  
2 remove it from the summary document.

3  
4 Chair Huskins suggested that, in that same section, they change the word 'subdivider' to  
5 'applicant'. He referenced page five of the summary under the last bullet point of Park Dedication.  
6 He stated that this item stated 'Language added clarifies that the trails or sidewalks along streets  
7 are not considered park dedication'. He noted that when he read that the trail in the Country Club  
8 came to his mind, and asked if that was an example of what this bullet point was intended to point  
9 out.

10  
11 Planning Director Griffiths explained that this item was pointing out a situation where there would  
12 be a project on an existing road, and the developer said that they did not want to pay cash in lieu  
13 of land, but wanted to put in a sidewalk instead. He stated that this statement was clarifying that  
14 a sidewalk was not a park, so the developer would not be able to get any park dedication credits.  
15 He stated that in a situation, like the Country Club, where there was a large trail network that went  
16 through open space, the City can have a conversation about that, but the intent in this instance  
17 was that if the developer was just proposing a sidewalk that would not be considered a park nor  
18 would then get any park dedication credit for it.

19  
20 Ms. Trapp referenced section 1202.60 Park Dedication, on page thirty, under Subd. 5, which had  
21 the full wording rather than a summary that said, 'The dedication shall be in addition to the land  
22 dedicated for streets, alleys, trails or sidewalks along streets, storm water ponds or other public  
23 purposes.'

24  
25 Planning Director Griffiths noted that there were two parts to this: the subdivision updates and the  
26 related code amendments relative to municipal water and the zoning changes. He suggested  
27 that the Commission discuss the subdivision updates first before they dive into the water  
28 conversation. He noted that the Public Hearing had been announced to the public, but no  
29 comments had been received prior to the meeting.

30  
31 Commissioner Eggenberger noted that there were two items highlighted that would not be coming  
32 before the Planning Commission anymore and asked if those were the only items like that.

33  
34 Planning Director Griffiths confirmed that those were the only two items that would no longer be  
35 coming before the Planning Commission.

36  
37 Commissioner Magistad confirmed that those two items were for minor subdivisions and  
38 administrative adjustments.

39  
40 Planning Director Griffiths moved the discussion onto the water connections and noted that  
41 anytime wholesale changes were made to City Code, there will often be parallel references, which  
42 are other sections of the City Code that would be impacted. He explained that City staff was  
43 currently working on a lot of updates to the City Code and explained that the plan was to wait and  
44 do some of those other minor updates when they get to those sections, but noted that there were  
45 two that staff felt were pressing. He briefly reviewed some of the necessary related amendments  
46 and noted that the more substantive part of this was related to municipal water connections. He  
47 stated that this was a portion of the City Code that was not something that the Planning  
48 Commission would typically review and would normally be under the Council's purview. He  
49 explained that since they were related, staff felt it would be appropriate for the Commission to  
50 also discuss this. He stated that the direction from the Commission to the Council was to say that  
51 for any subdivision request, going forward, it would be considered premature if municipal water

1 was not available to the site. He stated that with that direction, staff had updated Section 903-15  
2 with amended language that stated that all subdivision applications after the effective date would  
3 be required to connect to municipal water. He stated that he had gotten a few questions from  
4 residents and felt it was important to note that this would not impact existing neighborhoods, or  
5 existing private wells. He explained that this meant that any owner who has an existing private  
6 well can continue to do what they would like, and this would only be for new developments. He  
7 noted that the City's current policy was that if a development had three or fewer lots, connection  
8 to City water would not be required even if it was available. He reiterated that this was not  
9 technically part of the Commission's purview, but he felt it was appropriate to share with them and  
10 also potentially get some public feedback on that tonight as well. He noted that the City Council  
11 would also hold a Public Hearing on this section of Code when they review it.

12  
13 Chair Huskins asked if the City decided to extend public water to an area in the City where it did  
14 not currently exist, homes would not be obligated to connect.

15  
16 Planning Director Griffiths stated that was correct and clarified that they would only be obligated  
17 to connect if they were to be developed and reiterated that existing homes or an existing lot of  
18 record can choose to have a private well, even if there is City water available.

19  
20 Commissioner Magistad asked for a definition of 'development' and gave the example of razing  
21 a house and then rebuilding it, if that would be considered development.

22  
23 Planning Director Griffiths stated the Code was very clear that they were talking about subdivision  
24 so it would only be when they were dividing one property into more lots. He noted that just tearing  
25 down a house a rebuilding would not have any impact and noted that there was a definition for  
26 subdivision in the Code. He noted that an administrative adjustment would also not trigger this  
27 Code and was just talking about dividing the lot in order to create new homes or commercial  
28 businesses.

29  
30 Commissioner Holker asked what percentage of land in the City did not have current access to  
31 City water.

32  
33 Planning Director Griffiths displayed the City map from October of 2024 and gave an overview of  
34 the areas that show where City water was and was not available. He noted that there was about  
35 half of the community that were currently served by City water and explained that the hope was  
36 that this policy would help spur some additional connections.

37  
38 The Commission discussed various hypothetical development possibilities within the City and  
39 when this policy would apply.

40  
41 Commissioner Eggenberger referenced line thirty-two, which stated, 'if municipal water was not  
42 available, the proposed subdivision shall be denied by the City Council' and asked if that meant  
43 the City Council would not have a choice.

44  
45 Planning Director Griffiths stated that the City Council would have a choice and explained that the  
46 applicants could apply for a subdivision variance in order to try to vary from the water connection  
47 requirement, but those would be handled on a case-by-case basis. He noted that the direction  
48 given from the Planning Commission and the City Council was to make it very clear that the  
49 approach was supposed to be the exception rather than the rule.

50

1 Commissioner Eggenberger asked if they wanted to somehow include that information because  
2 it currently says that if water was not available, it 'shall' be denied by the City Council.

3  
4 Planning Director Griffiths explained that this language was not needed because it would be  
5 redundant, since they had already identified the variance process.

6  
7 Chair Huskins noted that he felt the Council would not really be denying it but would be saying  
8 that development would be considered 'premature'.

9  
10 Commissioner Holker asked if the City had plans to put water in everywhere.

11  
12 Planning Director Griffiths stated that would be a policy question for the Council and noted that  
13 the conversation tonight was solely on new development.

14  
15 Commissioner Magistad asked if there was any point that the City Engineer or the Public Works  
16 Department had assessed where they could potentially be overwhelmed by demand for City water  
17 connection requests that the City's current well system would not support.

18  
19 Planning Director Griffiths stated that language was also in this amendment that talks about there  
20 not being adequate public service to support the development of the site. He noted that right now,  
21 the City's water system was under capacity and felt the chances of the situation described by  
22 Commissioner Magistad happening were pretty slim.

23  
24 Chair Huskins opened the Public Hearing at 8:37 P.M., noting the procedures used in a Public  
25 Hearing.

26  
27 Mike Sharratt, 5590 Woodside Lane, explained that he was an architect and that he was here on  
28 behalf of some people who had applied for a subdivision on Shorewood Lane. He noted that the  
29 subject lot had an existing duplex and had applied to subdivide the property, and after they  
30 applied, they found out that this new ordinance was coming. He stated that when they received  
31 engineering comments on their application, they found out that even though the proposed  
32 development was going to be three lots or less, the City was going to require them to hook up to  
33 City water because of the new incoming ordinance. He stated that the run to the existing duplex  
34 was about 300 feet, and to the rest of the cul-de-sac was another 200 feet, which would mean  
35 that they would put in about sixty percent of the main for the subdivision of one lot. He explained  
36 that they had received some ballpark estimates of what it would cost to run a six inch main to  
37 attach to the existing fire hydrant and run it to the existing duplex which were from \$55,000 to  
38 \$100,000 and did not include other expenses such as park dedication fees, traffic control, permit  
39 fees, pavement removal/replacement, curb removal/replacement, erosion control, seeding, sod  
40 disturbing, tree removal/replacement, or excess fill removal. He stated that he would expect  
41 these expenses to add up to roughly half the value of the lot. He noted that they had chosen to  
42 withdraw the subdivision application because they did not want to be approved and have the  
43 requirement for water connection, even though the amendments had not been adopted yet. He  
44 compared a larger development that would have twenty lots and noted that the costs could be  
45 split among those costs at around five percent per lot, but in his example, they would be  
46 responsible for about sixty percent of those costs. He stated that there were thirteen other  
47 dwelling units on the roadway that could hook up, if they brought the watermain in. He explained  
48 that he was not asking on behalf of his clients to get a 'freebee' but was saying that there should  
49 be some sense of scope and hierarchy. He stated that he felt that if it was an absolute mandate,  
50 it would not be fair or democratic to have his client be responsible for sixty percent of the full cost  
51 of the watermain. He stated that he would like the City to consider some sort of graduated

1 assessment and not make this mandatory for any subdivision. He noted that with the previous  
2 code, if a subdivision was for three lots or less, they did not have to connect to City water and  
3 explained that they had brought in their application when that was still permitted.  
4

5 Commissioner Holker asked Planning Director Griffiths how this Code compared to surrounding  
6 communities.  
7

8 Planning Director Griffiths stated that he did not have a survey of every community in the Metro  
9 area, but the policy that was being proposed in this case was very common. He noted that he  
10 would say that the City's current policy would be considered more of an exception than the norm  
11 because typically, any city in the seven-county metro area that has water available required a  
12 water connection as part of development in areas where there is water. He stated that Shorewood  
13 is an urban community and has sanitary sewer that runs throughout the whole City, and  
14 communities that fit that description, more often than not, require water as a key ingredient of  
15 development.  
16

17 Commissioner Holker stated that it made sense to her, but her question related more to what was  
18 brought up by Mr. Sharratt, where there was not already water available, and making the  
19 homeowner responsible for putting the watermain at their own cost.  
20

21 Planning Director Griffiths explained that if that were not the policy, then essentially, the City would  
22 not be making a change because if there was not water available, the only other option would be  
23 to use private wells. He explained that the intent of the Code change was to say that if water is  
24 not available, your proposal to develop the lot was being brought forward too early and was  
25 premature. He noted that the alternative would be that if the developer still wanted to develop the  
26 lot now, they could bring in water, independent of the City, at their own expense. He stated that  
27 in this situation, it was true that there were other owners in the area that 'could' hook up to City  
28 water, but those owners were not asking for that right now.  
29

30 Chair Huskins stated that he was confused about why a main would be extended because it  
31 appeared on the map that water was already there.  
32

33 Planning Director Griffiths gave the example of this main not being extended as part of the  
34 development, which meant that now the surrounding neighborhood would need to pay for that  
35 cost. He explained that the policy was saying that if the owners want to hook up and develop the  
36 property, they need to bring the watermain to the farthest property line, so the next property owner,  
37 if they want to develop or hook up, could do the same thing. He explained that they were not  
38 asking that the watermain be brought to the center of the cul-de-sac, just to the next property,  
39 which is a pretty common process when it comes to watermain expansion. He stated that he felt  
40 it was important to note that in this specific case, while it was true the request was potentially  
41 going to be submitted before this change, the staff's recommendation was based on the fact that  
42 there was water available. He stated that the application would have involved a variance, they  
43 knew that there was groundwater contamination based on the well logs of the rental property that  
44 was currently in place, so in that specific situation, if water is available, even though it was not yet  
45 the City's official policy, staff will still sometimes recommend that water connection happened,  
46 which was going to be the case with this application. He explained that the application was never  
47 brought to the Planning Commission because it had been rescinded.  
48

49 Commissioner Eggenberger stated that they had applied for the subdivision before this  
50 amendment was adopted, and asked if they had been denied because it was going to go into  
51 effect.

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Planning Director Griffiths stated that this application was never denied and clarified that the applicant had rescinded their application after receiving staff's recommendation that the property should be hooked up to water to correct the groundwater contamination issues.

Commissioner Eggenberger asked why staff had made that recommendation if the new ordinance language was not in effect yet.

Planning Director Griffiths clarified that staff had historically given that direction on a case-by-case basis when it was merited and reiterated the evidence of groundwater contamination in the existing wells for the rental property. He explained that there was a concern from staff that sinking two more wells would immediately expose those residents to water that was not good. He stated that when former Planning Director Darling or her predecessors were here, in this kind of situation, they would also have recommended connecting to City water, such as with Shorewood Meadows, even though it was not required, because it was available to the site.

Chair Huskins reiterated his confusion about the water being available on the site.

Mr. Sharratt stated that it was not available on the site. He noted that there was a fire hydrant in the acute angle portion of the property, and that was the location it was suggested that they tap into the water with a 6-inch pipe that would run down.

Chair Huskins asked if, under any circumstances, the pipe would need to be extended even if it was just done for that property.

Mr. Sharratt confirmed that was his understanding and was the reason that they had withdrawn their application.

Planning Director Griffiths explained that this policy would say that if you want to develop a lot that you are extending watermain to, you need to extend it to the next property line so the next property owner or whoever decided to hook up did not have to pay that cost, because it was essentially created because of the development. He reiterated that in the Twin Cities Metro area, this was a pretty standard operating procedure for how properties develop and how utilities were extended.

Commissioner Eggenberger asked if the white portion of the map being displayed meant that there were no fire hydrants in those areas.

Planning Director Griffiths stated that was correct.

George Greenfield, 24715 Yellowstone Trail, stated that when he read this proposed change related to water, it reminded him that the City of Shorewood was a city without principles. He explained that he felt that the whim of the moment determined what the City's principles were and gave the example of the Country Club development and the Starbucks on Vine Hill Road. He stated that in both those instances, he felt the citizens of the City raised many legitimate objections to facets of those projects, and the Council collectively threw up their hands and said that property owners can more or less do whatever they want with their property, and the City could not do anything about it. He stated that in this case, the property owner was apparently subordinate to the wishes of the City Council to extend water and was essentially held hostage to the City extending water there, or they cannot do anything with their property. He noted that he felt it would be nice if the City adopted a principle of making life easier and more pleasant for its citizens,

1 which he does not feel they have ever done in the decades he had lived here. He asked the  
2 Commission to reject this on the grounds that the City has no consistent principles on which they  
3 conduct City business.

4  
5 There being no additional public comment, Chair Huskins closed the Public Hearing at 8:51 P.M.

6  
7 Commissioner Holker asked if the Commission was supposed to make recommendations on both  
8 pieces.

9  
10 Planning Director Griffiths stated that they were asking for the Commission to make one motion,  
11 even though half of this would not technically be under the purview of the Planning Commission.  
12 He reiterated that staff felt it was appropriate to bring it before them because it was heavily  
13 intertwined with the Subdivision Ordinance.

14  
15 Chair Huskins noted that because the water portion was not under the purview of the Planning  
16 Commission, he would request that it be separated out from their recommendation. He explained  
17 that he wanted it to be on record that the Commission was not actually making a recommendation  
18 on something that was not within their authority.

19  
20 Planning Director Griffiths explained that his one caveat would be that the language in the  
21 Subdivision Code says that water was required, otherwise, the development would be considered  
22 premature. He stated that, in that way, this would be within the purview of the Planning  
23 Commission and noted that the Public Hearing notice explicitly stated that this section would be  
24 discussed and that they would invite public comment. He stated that he felt the Commission owed  
25 it to the residents who provided feedback to this evening that this be considered and make a  
26 recommendation to the Council.

27  
28 Commissioner Holker stated that she was struggling with the proposed amendments to the water  
29 connection issue. She stated that if the City had a plan over the next five years to put water  
30 everywhere, that would not hold a property owner to being premature. She noted that she felt  
31 premature meant two years from now, and not twenty years from now. She explained that she  
32 felt it was burdensome for particular homeowners, depending on where they were located on the  
33 map Planning Director Griffiths had shown, to be on the hook for paying to put the water  
34 connection in.

35  
36 Chair Huskins stated that to him, the counter to that concern was that everyone in Shorewood  
37 pays taxes and asked how she would feel about the City taking on a project of putting water  
38 everywhere without knowing that people would hook up or not knowing what the development  
39 may be.

40  
41 Commissioner Holker stated that she would not want the City to do that and believed that for the  
42 smaller developments, dividing the costs between just two or three lots seemed burdensome.

43  
44 Planning Director Griffiths stated that he felt it was important to note that when they talk about  
45 premature development, the intent was that premature could actually be a long time, such as fifty  
46 to one hundred years. He suggested that the Commission think of it in the context of a road and  
47 explained that if a site did not have a road, the developer paid for the costs to build it. He clarified  
48 that if the road was not there, the development would be premature, until the road was built. He  
49 stated that he wanted to clarify that premature did not necessarily mean two years.

1 Commissioner Holker stated that she understood that premature did not necessarily mean two  
2 years.

3  
4 **Commissioner Huskins moved, recommending approval of Ordinance 617, Amending**  
5 **Shorewood City Code Title 900 Public Right-of-Way and Property and Title 1200 Zoning**  
6 **and Subdivision Regulations, as discussed, including water connections. Motion died for**  
7 **lack of a second.**

8  
9 Commissioner Holker explained that she agreed with what Planning Director Griffiths had just  
10 stated, but clarified that what she objected to was the particular piece related to water and felt the  
11 rest of the proposed amendments looked good.

12  
13 Commissioner Eggenberger noted that was why he had not seconded the motion brought to the  
14 table.

15  
16 Planning Director Griffiths explained that the Commission still needed to vote on a  
17 recommendation.

18  
19 **Commissioner Magistad moved to recommend denial of Ordinance 617, Amending**  
20 **Shorewood City Code Title 900 Public Right-of-Way and Property and Title 1200 Zoning**  
21 **and Subdivision Regulations.**

22  
23 Planning Director Griffiths explained that the motion meant that the Commission was  
24 recommending denial of the entire ordinance amendment updates.

25  
26 Commissioner Magistad stated that he understood that and the reasoning would be the  
27 statements just made by members of the Commission.

28  
29 Commissioner Holker stated that she was still confused about what action they needed to take.  
30 She asked if they needed to make a motion to recommend it, but then could just vote 'no'.

31  
32 Planning Director Griffiths stated that he felt what the Commission was implying was that the  
33 Commission would be open to the broader Subdivision Ordinance updates, with the exception of  
34 the water requirement.

35  
36 Commissioner Holker stated that was what she was thinking.

37  
38 Planning Director Griffiths clarified that the Commission could then make a motion saying that  
39 they recommended approval of the amendments, except the water connection requirements.

40  
41 **Motion died for lack of a second.**

42  
43 **Commissioner Eggenberger moved, Commissioner Magistad seconded, recommending**  
44 **approval of Ordinance 617, Amending Shorewood City Code Title 900 Public Right-of-Way**  
45 **and Property and Title 1200 Zoning and Subdivision Regulations, with the exception of**  
46 **Section 903.15.**

47  
48 Chair Huskins noted that embedded in the document were references to mandatory hook-ups of  
49 water and noted that for it to be consistent, that portion of the document would need to be noted.  
50

1 Planning Director Griffiths explained that those references were in Chapter 1202.02, Subd 1,  
2 Section C.2, lack of adequate water supply.

3  
4 **Commissioner Eggenberger amended his motion, Commissioner Holker seconded the**  
5 **amended motion, to recommend approval of Ordinance 617, Amending Shorewood City**  
6 **Code Title 900 Public Right-of-Way and Property and Title 1200 Zoning and Subdivision**  
7 **Regulations, with the exception of Section 903.15 and Chapter 1202.02, Subd 1, Section**  
8 **C.2. 'Lack of adequate water supply', and any other portion that may refer to water hook**  
9 **ups in the proposed amendments. Motion passed 3/1 (Huskins opposed).**

10  
11 Chair Huskins recessed the meeting at 9:03 P.M. and reconvened at 9:09 P.M.

12  
13 **#5 OTHER BUSINESS – continued...**

14  
15 **B. Receive Information on CUP Amendment for Additional Antenna Installation on Water**  
16 **Tower at 26350 Smithtown Road**

17  
18 Planning Director Griffiths explained that this item was being presented for informational purposes  
19 only and explained that the reasoning was due to the 60-day review timeline. He stated that in  
20 this kind of situation, the application would be forwarded directly to the City Council for action in  
21 order to meet the review deadline. He explained that the City Council would hold a public hearing  
22 on this item on April 14, 2025, and make a decision on the application. He gave a brief overview  
23 of the application details. He noted that if any of the Commissioners had some individual feedback  
24 on this application, he asked that they share it with him after the meeting, and he would share it  
25 with the Council.

26  
27 Chair Huskins asked who was responsible for the maintenance or repair of the water tower if it  
28 required the removal of an antenna in order to do the work.

29  
30 Planning Director Griffiths explained that as part of this application, a lease will be negotiated with  
31 Verizon and noted that, typically, as part of that, they would agree to pay whatever their portion  
32 would be of those costs.

33  
34 **C. Monthly Training Topic: Organizational Structure and the Planning and Protective**  
35 **Inspections Department**

36  
37 Planning Director Griffiths explained that the Planning and Protective Inspections Department  
38 consisted of 3.5 staff people, including the Planning Director, a City Planner, a Building Official,  
39 and a part-time Administrative Support Professional. He noted that the Department was currently  
40 down a position due to the retirement of former Planning Director Darling, but were working  
41 through the process of hiring a City Planner to replace his vacation of that position when he came  
42 on as Planning Director. He gave a brief overview of the planning duties, building duties, rental  
43 housing, and code enforcement that the Planning and Protective Inspections Department  
44 undertakes for the City.

45  
46 Chair Huskins asked how the Department influenced time from the City Engineer and noted that  
47 in the City's organizational chart, that position was housed within Public Works.

48  
49 Planning Director Griffiths explained that as part of any development application, there was an  
50 internal staff group called the Development Review Committee that is comprised of him, the  
51 Building Official, City Planner, City Administrator, City Attorney, City Engineer, Public Works

1 Director, and the Finance Director. He explained that the City budget was not paying for the City  
2 Engineer or City Attorney services for planning applications, and would be covered by the escrow  
3 money paid to the City as part of their application fees.  
4

5 Chair Huskins stated that his question was less about the financing and more about the  
6 prioritization of the City Engineer's time and asked if Planning Director Griffiths had ever  
7 experienced something being held up because the City Engineer was allocated and prioritized  
8 elsewhere.  
9

10 Planning Director Griffiths stated that he had rarely had that occur and noted that typically, the  
11 City Engineer needed to support the Public Works Department the most due to the nature of their  
12 day-to-day work. He stated that for the Planning Department, the engineer supported them, and  
13 reminded the Commission the City Engineer Budde was part of a much larger firm, so there have  
14 been times when there has been more work than he could handle, he could bring it other people  
15 from his firm as well.  
16

17 Commissioner Magistad asked who led the public comment coordination efforts.  
18

19 Planning Director Griffiths stated that he led the public comments coordination.  
20

21 Commissioner Magistad asked if there was any way that could be maximized and referenced the  
22 e-mail that was received, which claimed that he had not seen a yard sign posted.  
23

24 Planning Director Griffiths stated that the Planning Department was already going well above and  
25 beyond the bare minimum of what they were required to do and referenced State law, which only  
26 requires notices by published in the newspaper and send a mailing within 350 feet of the property.  
27 He explained that the City's public notification process typically has a much larger mailing radius,  
28 typically sends at least two notices in the mail, publishes it in the City's official newspaper, and  
29 residents could also sign up for an e-mail blast for every public notice. He noted that the City also  
30 publishes applications on their website as soon as they are received, and also posted a sign with  
31 a QR code on the impacted property.  
32

33 Commissioner Magistad stated that he was unaware of the e-mail blast option and felt that it was  
34 a good option.  
35

36 Chair Huskins explained that you can opt in to a variety of e-mail blasts from the City.  
37

38 Planning Director Griffiths noted that the majority of the application fees for projects go towards  
39 the public notification costs and explained that they also do posts on social media and Facebook.  
40 He reiterated that he felt that Shorewood did a lot more with relation to public notification than a  
41 typical city.  
42

43 Chair Huskins asked what Planning Director Griffiths' supervisory relationship would be with the  
44 City Planner and what specific tasks that position would undertake.  
45

46 Planning Director Griffiths gave a brief overview of the day-to-day tasks of the City Planner and  
47 explained that the intent of the position was to support the Planning Director. He noted that at  
48 the moment, he was essentially handling both positions, but the intent is for them to support each  
49 other.  
50

1 Chair Huskins asked if there were things that the Planning Commission could do to better support  
2 the Planning Director.

3  
4 Planning Director Griffiths stated the relationship between the Planning Commission and the  
5 Planning Department was for the Planning Department to support the Planning Commission and  
6 noted that the best thing the Commission can do is show up and be prepared for the meeting.

7  
8 **6. REPORTS**

9  
10 • **Council Meeting Report**

11  
12 Council Liaison DiGruttolo reported on matters considered and actions taken during the Council's  
13 recent meetings. She suggested that it may be a good idea for members of the Commission to  
14 attend the Council meetings or read the minutes where they would be discussing things like the  
15 water connection issues, because she thinks they may be able to pick up quite a bit of context in  
16 those discussions.

17  
18 • **Draft Next Meeting Agenda**

19  
20 Planning Director Griffiths stated there the next agenda would also be relatively full, but may be  
21 less controversial than tonight's items. He noted that there are resident applications for a vacation  
22 of an easement and a CUP to build a fence taller than six feet. He explained that staff also  
23 planned to bring forward some code amendments related to non-conforming sections of the City  
24 Code in order to clarify some existing policies on how things were grandfathered in. He stated  
25 that they would also be discussing the Shorewood Carriage Homes project and holding a public  
26 hearing. He reminded Commissioner Magistad that he would present at the City Council meeting  
27 on April 28, 2025, and asked if the full Commission would be able to attend their next meeting on  
28 May 6, 2025. He explained that Communications Coordinator Wilson would like to come and take  
29 the official photo of the current Planning Commission that night, if they would all be in attendance.  
30 He stated that the City posted the City Planner opening today, and applications would be open  
31 through April 22, 2025.

32  
33 **7. ADJOURNMENT**

34  
35 **Commissioner Magistad moved, Commissioner Holker seconded, adjourning the Planning**  
36 **Commission Meeting of April 1, 2025, at 9:40 P.M. Motion passed 4/0.**

37



## City Council Item

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**Title/Subject:**           **Rezoning Three Parcels to R-3A**  
**Meeting Date:**        April 28, 2025  
**Prepared by:**         Jake Griffiths, Planning Director  
**Reviewed by:**        Marc Nevinski, City Administrator  
**Attachments:**        Planning Commission Memo  
                              Public Comments Received  
                              Proposed Ordinance 618  
                              Resolution for Summary Publication

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Item 6B
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**LOCATION:**    24560, 24590, and 24620 Smithtown Rd  
**APPLICANT:**  City of Shorewood

### **Background**

At the February 24, 2025, City Council meeting, the Council adopted zoning ordinance amendments that amended the R-3A zoning district to allow development that would be consistent with the medium density land use classification. Tonight's request is the final step in implementing the 2040 Comprehensive Plan's medium density direction by applying the newly amended R-3A zoning district to the three properties located at 24560, 24590 and 24620 Smithtown Rd. This request is not tied to any specific development proposal and is largely a housekeeping item that is being brought forward to maintain consistency between the Comprehensive Plan and zoning regulations as required by State Statute. Please see the attached Planning Commission Memorandum for detailed background on this request.

The Planning Commission held a public hearing on the proposed rezonings at their April 1, 2025, meeting and no public comments were received during the hearing. One comment was received prior to the meeting which was reviewed by the Commission and is attached for reference. After closing the public hearing, the Commission recommended approval of the rezoning request (4-yes, 0-no, 1-absent).

### **Financial Considerations**

None.

### **Action requested**

Motion to approve Ordinance 618 and the resolution approving summary publication of the ordinance. Action on adoption of the ordinance requires a simple majority and action on the summary ordinance requires a 4/5 vote.



## City of Shorewood Planning Commission Meeting Item

Item 4B
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**Title/Subject:** Rezoning Three Parcels to R-3A  
**Meeting Date:** April 1, 2025  
**Prepared by:** Jake Griffiths, Planning Director  
**Attachments:** Location Map

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**LOCATION:** 24560, 24590, and 24620 Smithtown Rd  
**APPLICANT:** City of Shorewood

### BACKGROUND

The Comprehensive Plan is a “road map” for the community. It establishes the vision and goals for the future and follows three basic questions: what is the state of the community today, what should the community be in the future, and how will the community get there. The Comprehensive Plan provides the foundation for all land use and zoning regulation in the City, and all decisions made by the City must be consistent with the Comprehensive Plan pursuant to Minnesota State Statute § 462.357, Subd. 2. (c).

As part of the 2040 Comprehensive Plan, the City reguided three parcels to the Medium Density residential land use classification of 6-8 units per acre. This change was adopted in order to meet minimum net density and affordable housing requirements imposed on the City by the State of Minnesota through the Metropolitan Council.

### REQUEST

Recently, the City adopted zoning ordinance amendments that amended the R-3A zoning district to allow development that would be consistent with the medium density land use classification. Tonight’s request is the final step of implementing the 2040 Comprehensive Plan’s medium density direction by applying the newly amended R-3A zoning district to the three properties located at 24560 Smithtown Rd, 24590 Smithtown Rd and 24620 Smithtown Rd. This request is not tied to any specific development proposal and is largely a housekeeping item that is being brought forward in order to maintain consistency between the Comprehensive Plan and zoning regulations as required by State Statute.

Notice of the request was mailed to all property owners within 750 feet by postcard and a sign was posted on the affected properties. Notice of the public hearing was also published in the City’s official newspaper and mailed to all property owners within 750 feet of the subject properties at least 10 days prior to the public hearing, was posted on the City’s website and at City Hall. As of the publication of this report no public comments have been received regarding this request.

### ANALYSIS

The City is proposing to rezone the properties to R-3A. Requests for zoning map amendments are reviewed according to the following standards:

- The proposed action is consistent with the City’s Comprehensive Plan.

The Comprehensive Plan guides the three properties as Medium Density Residential. The R-3A zoning district was recently amended specifically to implement the guidance of the Comprehensive Plan. The application of the zoning district is appropriate and is necessary in order to ensure consistency between the Comprehensive Plan and the City's zoning regulations.

- The proposed use is compatible with present and future land uses in the area.

The existing uses on each of the subject properties may continue as a legal nonconforming use indefinitely. However, if it redevelops to another use, it must be redeveloped with medium density housing consistent with the R-3A zoning district. The properties are located near the intersection of Smithtown Rd and County Rd 19 and will provide a transition between the existing commercial properties to the east, and the low-density residential neighborhoods to the west.

- The proposed use would not tend to depreciate the area and would promote and enhance the general public welfare and not be detrimental to or endanger public health or safety.

Property values in Shorewood are highly resilient to the impact from zoning district changes and new development. It is not likely that redevelopment of any of the properties would depreciate the area as long as the development is consistent with the requirements of the City Code.

- The proposed uses can be accommodated with existing public services and would not overburden the City's service capacity.

All three parcels have the ability to be connected to the municipal water and sewer systems, and existing local infrastructure is adequately sized to provide utilities to the properties. The adjacent road networks are adequately designed to accommodate any traffic generated by medium density residential uses.

## **RECOMMENDATION**

Staff recommends approval of the rezoning request in order to meet the requirements of Minnesota State Statute § 462.357, Subd. 2. (c) and align the zoning classification of the three properties with the policy of the Comprehensive Plan.

# Location Map

↑ North



**From:** Brian Maghan <bmaghan@outlook.com>  
**Sent:** Monday, March 31, 2025 12:27 PM  
**To:** Jake Griffiths <jgriffiths@ci.shorewood.mn.us>  
**Subject:** Re: Rezoning of Properties at 24560, 24590 and 24620 Smithtown Road

Jake,

As discussed, I appreciate your taking the time to visit with me in regards to my thoughts on the upcoming rezoning of the Three (3) parcels to R-3A on Smithtown Road (24560, 24590 & 24620).

I know that in the second paragraph of the "Request" section of your summary you state that a sign relating to the rezoning of the properties was posted. It's possible that I missed it, but if it was ever there, it was either quickly removed or so small that it couldn't be seen.

My main concern though is related to the R-3A zoning for the 24620 Smithtown Road parcel which is owned by the Shorewood Economic Development Authority. As this site is immediately adjacent to the single-family home that is owned by Katherine Welty and Chris Gherke. I would suggest that the proposed density on this site is too dense and does not allow for the typical buffering that occurs next to a single-family home. Professionally speaking, I would encourage the City to consider a lower density for this site such as R2-A to provide a more reasonable.

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I understand the City's concern about complying with the density requirements per the Met Council's recommendations, however, I believe that these guidelines could easily be met when considering the future development of the Xcel Energy Site on County Road 19 and the Shorewood Yacht Club site.

I believe that a modestly lower density on the 24620 site would be more in keeping with the character of Shorewood.

Thank you,

Brian L. Maghan  
5670 Christopher Road  
Shorewood, MN 55331  
(612) 518-7068

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

**ORDINANCE NO. 618**

**AN ORDINANCE AMENDING SECTION 1201.09 SUBD 2 OF THE  
SHOREWOOD ZONING CODE – THE SHOREWOOD ZONING MAP  
FOR 3 PARCELS LOCATED AT 24560 SMITHTOWN RD, 24590 SMITHTOWN RD, AND 24620  
SMITHTOWN RD**

**Section 1:** Section 1201.09 Subd. 2. of the Shorewood City Code is hereby amended to indicate three parcels addressed 24560 Smithtown Rd, 24590 Smithtown Rd, and 24620 Smithtown Rd (the “Property”) legally described as follows currently within the C-1 and R-1C zoning districts to the R-3A zoning district.

**24560 Smithtown Rd:**

Lot 025, Auditor’s Subdivision No. 133, Hennepin County, Minnesota.

**24590 Smithtown Rd:**

Lot 024, Auditor’s Subdivision No. 133, Hennepin County, Minnesota.

**24620 Smithtown Rd:**

Lot 023, Auditor’s Subdivision No. 133, Hennepin County, Minnesota.

**Section 2:** That the Zoning Administrator is hereby authorized to revise the Zoning Map of the City of Shorewood to include the Property in the R-3A zoning district.

**Section 3:** That this Ordinance shall be in full force and effect upon publishing in the Official Newspaper of the City of Shorewood.

**ADOPTED BY THE CITY COUNCIL** of the City of Shorewood, Minnesota, this 28th day of April, 2025.

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**Jennifer Labadie, Mayor**

**ATTEST:**

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**Sandie Thone, City Clerk**

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

**RESOLUTION 25-042**

**A RESOLUTION APPROVING THE SUMMARY PUBLICATION FOR ORDINANCE 618 AMENDING SECTION 1201.09, SUBD. 2. OF THE SHOREWOOD ZONING CODE – THE SHOREWOOD ZONING MAP FOR 3 PARCELS LOCATED AT 24560 SMITHTOWN RD, 24590 SMITHTOWN RD, AND 24620 SMITHTOWN RD.**

**WHEREAS**, at a duly called meeting on April 28, 2025, the City Council of the City of Shorewood adopted Ordinance No. 618 entitled “**AN ORDINANCE AMENDING SECTION 1201.09 SUBD 2 OF THE SHOREWOOD ZONING CODE – THE SHOREWOOD ZONING MAP FOR 3 PARCELS LOCATED AT 24560 SMITHTOWN RD, 24590 SMITHTOWN RD, AND 24620 SMITHTOWN RD**”; and,

**WHEREAS**, Ordinance No. 618 rezones three parcels from the C-1 and R-1C zoning districts to the R-3A zoning district within the City of Shorewood; and

**WHEREAS**, the zoning map amendment is proposed to implement the City’s Comprehensive Plan for areas indicated for development to medium density residential uses.

**WHEREAS**, Ordinance No. 618 is lengthy; and

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of the ordinance will clearly inform the public of the intent and effect of the ordinance.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD:**

1. The City Council finds that the above title and summary of Ordinance No. 618 clearly informs the public of the intent and effect of the Ordinance.
2. The City Clerk is directed to publish Ordinance No. 618 by title and summary, pursuant to Minnesota Statutes, Section 412.191, Subdivision 4.
3. A full copy of the Ordinance is available at Shorewood City Hall during regular office hours and on the city’s website.

**ADOPTED** by the Shorewood City Council on this 28th day of April, 2025.

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

**Attest:**

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



## City Council Item

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**Title/Subject:** Rezoning Three Parcels to R-2A  
**Meeting Date:** April 28, 2025  
**Prepared by:** Jake Griffiths, Planning Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Planning Commission Memo  
Public Comments Received  
Proposed Ordinance 619  
Resolution for Summary Publication

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Item 6C
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**LOCATION:** 6055, 6065, and 6067 Lake Linden Dr  
**APPLICANT:** City of Shorewood

### Background

The three parcels at 6055, 6065 and 6067 Lake Linden Dr are currently zoned R-3A. With the recent amendments to the R-3A zoning district relative to medium density housing, these three parcels no longer make sense to be included as part of the R-3A zoning district. In response, the City is proposing to rezone these three properties to R-2A. This request is not tied to any specific development proposal and is largely a housekeeping item that is being brought forward in order to allow these properties to have applicable zoning regulations instead of being in a zoning district that does not adequately reflect the current conditions on the properties. Please see the attached Planning Commission Memorandum for detailed background on this request.

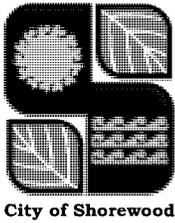
The Planning Commission held a public hearing on the proposed rezonings at their April 1, 2025, meeting and no public comments were received during the hearing. One comment was received prior to the meeting which was reviewed by the Commission and is attached for reference. At the request of the Commission, City staff did reach back out to the resident who provided the comment to see if they would like to provide any additional context and as of the publication of this report City staff have not received a response. After closing the public hearing, the Commission recommended approval of the rezoning request (4-yes, 0-no, 1-absent).

### Financial Considerations

None.

### Action requested

Motion to approve Ordinance 619 and the resolution approving summary publication of the ordinance. Action on adoption of the ordinance requires a simple majority and action on the summary ordinance requires a 4/5 vote.



## Planning Commission Meeting Item

Item  
4C

**Title/Subject:** Rezoning Three Parcels to R-2A  
**Meeting Date:** April 1, 2025  
**Prepared by:** Jake Griffiths, Planning Director  
**Attachments:** Location Map

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**LOCATION:** 6055, 6065, and 6067 Lake Linden Dr  
**APPLICANT:** City of Shorewood

### REQUEST

The three parcels at 6055, 6065 and 6067 Lake Linden Dr are currently zoned R-3A. With the recent amendments to the R-3A zoning district relative to medium density housing, these three parcels no longer make sense to be included as part of the R-3A zoning district. In response, the City is proposing to rezone these three properties to R-2A. This request is not tied to any specific development proposal and is largely a housekeeping item that is being brought forward in order to allow these properties to have applicable zoning regulations instead of being in a zoning district that does not adequately reflect the current conditions on the properties.

Notice of the request was mailed to all property owners within 750 feet by postcard and a sign was posted on the affected properties. Notice of the public hearing was also published in the City's official newspaper and mailed to all property owners within 750 feet of the subject properties at least 10 days prior to the public hearing, was posted on the City's website and at City Hall. As of the publication of this report no public comments have been received regarding this request.

### ANALYSIS

The City is proposing to rezone the properties to R-2A. Requests for zoning map amendments are reviewed according to the following standards:

- The proposed action is consistent with the City's Comprehensive Plan.

The Comprehensive Plan guides the three properties as Low to Medium Density Residential at 3-6 units per acre. The R-2A zoning district is identified within the Comprehensive Plan as an appropriate zoning district for this density of housing. The proposed application of the R-2A zoning district to these properties is consistent with the Comprehensive Plan.

- The proposed use is compatible with present and future land uses in the area.

The R-2A zoning district has a majority of the same minimum lot requirements and setbacks as the R-3A zoning district previously had before it was amended to accommodate medium density housing. As a result, the impact of the proposed change on the property owners should be negligible. The table below illustrates the similarities between the two zoning districts. The existing

uses on each of the properties are permitted within the R-2A zoning district, and the surrounding neighborhood to the west is also zoned R-2A.

<b>Requirement</b>	<b>R-3A (Pre-Amendment)</b>	<b>R-2A</b>
Min Lot Size (Two-Family)	20,000 sqft	20,000 sqft
Min Lot Size (Single Family)	30,000 sqft	30,000 sqft
Lot Width (Two-Family)	90 ft	100 ft
Lot Width (Single Family)	100 ft	100 ft
Lot Depth	120 ft	120 ft
Front Yard Setback	30 ft	35 ft
Rear Yard Setback	30 ft	40 ft
Side Yard Setback	15 ft	10 ft
Max Building Height	35 ft	35 ft

Any existing structures which no longer meet setbacks as a part of the rezoning request would become legally nonconforming or “grandfathered in”.

- The proposed use would not tend to depreciate the area and would promote and enhance the general public welfare and not be detrimental to or endanger public health or safety.

Property values in Shorewood are highly resilient to the impact from zoning district changes. It is not likely that redevelopment of any of the properties would depreciate the area as long as the development is consistent with the requirements of the City Code.

- The proposed uses can be accommodated with existing public services and would not overburden the City’s service capacity.

All three parcels have the ability to be connected to the municipal water and sewer systems, and existing local infrastructure is adequately sized to provide utilities to the properties. The adjacent road networks are adequately designed to accommodate any traffic generated by low to medium density residential uses.

**RECOMMENDATION**

Staff recommends approval of the rezoning request.

# Location Map

↑ North



## Melissa Strandmo

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**From:** Jake Griffiths  
**Sent:** Monday, March 31, 2025 8:01 AM  
**To:** Kevin Burns  
**Cc:** Melissa Strandmo  
**Subject:** RE: Oppose rezoning at Lake Linden Dr

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Good morning Kevin,

Thanks for reaching out, I will relay your opposition to the Planning Commission at their meeting tomorrow night. For your reference, information regarding this request is available on the City's website at [Private Development Projects | Shorewood, MN](#) and [shorewoodmn.gov/AgendaCenter/ViewFile/Item/430?fileID=2998](http://shorewoodmn.gov/AgendaCenter/ViewFile/Item/430?fileID=2998). The second link is to the agenda packet for the Planning Commission meeting which includes detailed rationale behind the rezoning request. If you have any questions please let me know, I would be happy to answer them over the phone or by email. Thanks!



City of  
Shorewood

5755 Country Club Road

Shorewood, MN 55331

Available Monday – Thursday

7:00am – 5:30pm

**JAKE GRIFFITHS**  
**Planning Director**

City Hall: 952.960.7900

Direct: 952.960.7909

[jgriffiths@shorewoodmn.gov](mailto:jgriffiths@shorewoodmn.gov)

[www.shorewoodmn.gov](http://www.shorewoodmn.gov)



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**From:** Kevin Burns <kburns@sagesw.com>

**Sent:** Saturday, March 29, 2025 8:18 AM

**To:** Planning <Planning@ci.shorewood.mn.us>

**Subject:** Oppose rezoning at Lake Linden Dr

**Caution:** The sender of this message is external to your organization and not recognized. Use care when replying, selecting links, or opening attachments.

Jake,

As of now, I'm opposed to rezoning from R-3A to R-2A the properties on Lake Linden Dr.

I looked on the city website and didn't find info regarding this proposal. Please send info regarding the plans.

I'll be out of town and will not attend the planning meeting but count my vote as 'No' regarding the rezoning.

Thanks,  
Kevin Burns  
6070 Lake Linden Dr  
Shorewood, MN 55331  
612-396-7724

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

**ORDINANCE NO. 619**

**AN ORDINANCE AMENDING SECTION 1201.09 SUBD 2 OF THE  
SHOREWOOD ZONING CODE – THE SHOREWOOD ZONING MAP  
FOR 3 PARCELS LOCATED AT 6055 LAKE LINDEN DR, 6065 LAKE LINDEN DR, AND 6067 LAKE  
LINDEN DR**

**Section 1:** Section 1201.09 Subd. 2. of the Shorewood City Code is hereby amended to indicate three parcels addressed 6055 Lake Linden Dr, 6065 Lake Linden Dr, and 6067 Lake Linden Dr (the “Property”) legally described as follows currently within the R-3A zoning district to the R-2A zoning district.

**6055 Lake Linden Dr**

THAT PART OF LOT 5 AND THAT PART OF LOT 6 LYING WLY OF A LINE RUNNING FROM A PT ON NLY LINE OF LOT 6 22 FT E FROM NW COR THOF TO A PT ON SLY LINE OF LOT 6 DIST 22 FT E FROM SW COR THOF ALL LYING NLY OF FOL DESC LINE COM AT SW COR OF SEC 34 T 117 R 23 TH N ALONG W LINE THOF DIST 940 FT TO PT OF BEG OF LINE BEING DESC TH DEFLECTING RIGHT 96 DEG DIST 230 FT TH DEFLECTING LEFT 19 DEG TO ELY LINE OF ABOVE DESC PROPERTY AND THERE END-ING EXCEPT ROAD

**6065 Lake Linden Dr**

THAT PART OF LOT 5 WHICH LIES SLY AND WLY OF FOL DESC LINE COM AT SW COR OF SEC 34 T 117 R 23 TH N ALONG W LINE THOF DIST 940 FT TO PT OF BEG OF LINE BEING DESC TH DEFLECTING RIGHT 96 DEG DIST 215 FT TH SLY DEFLECTING RIGHT 74 DEG 31 MIN 45 SEC TO S LINE OF LOT 5 AND THERE ENDING EXCEPT ROAD

**6067 Lake Linden Dr**

THAT PART OF LOT 5 AND THAT PART OF LOT 6 LYING WLY OF A LINE RUNNING FROM A PT ON NLY LINE OF LOT 6 22 FT E FROM NW COR THOF TO A PT ON SLY LINE OF LOT 6 DIST 22 FT E FROM SW COR THOF ALL LYING SLY OF FOL DESC LINE COM AT SW COR OF SEC 34 T 117 R 23 TH N ALONG W LINE THOF DIST 940 FT TO PT OF BEG OF LINE BEING DESC TH DEFLECTING RIGHT 96 DEG DIST 230 FT TH DEFLECTING LEFT 19 DEG TO ELY LINE OF ABOVE DESC PROPERTY AND THERE END-ING WHICH LIES ELY OF A LINE DESC AS COM AT SW COR OF SAID SEC TH N ALONG W LINE THOF DIST 940 FT TH DEFLECTING RIGHT 96 DEG A DIST 215 FT TO PT OF BEG OF LINE BEING DESC TH SLY DEFLECTING RIGHT 74 DEG 31 MIN 45 SEC TO S LINE OF ABOVE DESC PROPERTY AND THERE ENDING

**Section 2:** That the Zoning Administrator is hereby authorized to revise the Zoning Map of the City of Shorewood to include the Property in the R-2A zoning district.

**Section 3:** That this Ordinance shall be in full force and effect upon publishing in the Official Newspaper of the City of Shorewood.

**ADOPTED BY THE CITY COUNCIL** of the City of Shorewood, Minnesota, this 28th day of April, 2025.

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**Jennifer Labadie, Mayor**

**ATTEST:**

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**Sandie Thone, City Clerk**

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

**RESOLUTION 25-043**

**A RESOLUTION APPROVING THE SUMMARY PUBLICATION FOR ORDINANCE 619 AMENDING SECTION 1201.09, SUBD. 2. OF THE SHOREWOOD ZONING CODE – THE SHOREWOOD ZONING MAP FOR 3 PARCELS LOCATED AT 6055 LAKE LINDEN DR, 6065 LAKE LINDEN DR, AND 6067 LAKE LINDEN DR**

**WHEREAS**, at a duly called meeting on April 28, 2025, the City Council of the City of Shorewood adopted Ordinance No. 619 entitled “**AN ORDINANCE AMENDING SECTION 1201.09 SUBD 2 OF THE SHOREWOOD ZONING CODE – THE SHOREWOOD ZONING MAP FOR 3 PARCELS LOCATED AT 6055 LAKE LINDEN DR, 6065 LAKE LINDEN DR, AND 6067 LAKE LINDEN DR**”; and,

**WHEREAS**, Ordinance No. 619 rezones three parcels from the R-3A zoning district to the R-2A zoning district within the City of Shorewood; and

**WHEREAS**, the zoning map amendment is proposed to implement the City’s Comprehensive Plan for areas indicated for development to medium density residential uses and provide relief for nonconformities created as a result of the medium density City Code amendments.

**WHEREAS**, Ordinance No. 619 is lengthy; and

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of the ordinance will clearly inform the public of the intent and effect of the ordinance.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD:**

1. The City Council finds that the above title and summary of Ordinance No. 619 clearly informs the public of the intent and effect of the Ordinance.
2. The City Clerk is directed to publish Ordinance No. 618 by title and summary, pursuant to Minnesota Statutes, Section 412.191, Subdivision 4.
3. A full copy of the Ordinance is available at Shorewood City Hall during regular office hours and on the city’s website.

**ADOPTED** by the Shorewood City Council on this 28th day of April, 2025.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**



## City Council Item

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**Title/Subject:** Public Hearing: Subdivision Ordinance Update  
**Meeting Date:** April 28, 2025  
**Prepared by:** Jake Griffiths, Planning Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Planning Commission Memo  
Consultant's Memo  
Code Changes Summary  
Public Comments Received  
Ordinance 617  
Resolution for Summary Publication

Item 6D
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### Background

For the last several months, the Planning Commission and City Council have been reviewing updates to the City's subdivision regulations and related amendments to the City Code. This review included meetings by the Planning Commission on December 3, 2024, January 7, 2025, and March 4, 2025, and a meeting by the City Council at its January 27, 2025, work session. Please see the attached Planning Commission memorandum for detailed background on this request.

### Broader Updates to Subdivision Ordinance

Please see the attached memorandum from the City's consultant for detailed information on the broader updates to the subdivision ordinance. A summary of changes is also attached for reference.

### Requiring Water Connection for New Subdivisions

When it comes to new subdivisions, the City's current policy relative to connection to the municipal water system is that developments are required to connect only when they have 4 or more lots and have reasonable access to water infrastructure.

As part of the broader update to the Subdivision Ordinance, City staff sought direction from the City Council at its January 27, 2025, work session on this policy. Based on the City Council's direction, City staff have drafted the proposed updates to the City Code to require all new subdivisions to connect to the municipal water system. The following sections of this report will address several of the more common themes from the Planning Commission meeting.

### Why is Connection to Municipal Water a Best Practice for New Subdivisions?

Developers should be required to pay for the cost of extending municipal water service because they are creating the demand for the new infrastructure. Without this requirement, existing residents would bear the financial burden of subsidizing new development, even though they may not directly benefit from it. This approach is often referred to as *Development Paying for*

*Itself* and ensures that new developments contribute their fair share towards the costs of the public services they require.

If municipal water is not extended to new development, and it instead remains on private wells, it can still result in indirect costs on existing residents in several ways:

- **Future Infrastructure Costs:** If the area later requires municipal water due to well failures, contamination, or increased demand, existing residents could end up paying for a system that should have been built with development.
- **Environmental Impacts:** Increased well use can lower groundwater levels, affecting existing wells and potentially requiring costly mitigation efforts. There are reports of groundwater contamination in Shorewood, and adding additional private wells will likely require expensive treatment systems for individual property owners and potentially spread groundwater contamination.
- **Reduced Efficiency:** When infrastructure isn't extended efficiently, the cost of future connections often rises, which can increase taxes or utility rates for all residents.

While private wells may reduce initial development costs, they often shift long-term risks to existing residents and the City. If groundwater issues arise or municipal water becomes necessary in the future, the financial burden may ultimately fall on the broader community. That's one of the main reasons the majority of cities in the Twin Cities region require new developments to connect to municipal water.

#### Why is Requiring Extension of Municipal Water to the Next Property a Best Practice?

Requiring developers to extend the water main to the next property line ensures that future growth occurs in a planned and equitable manner. This is important for a number of reasons including:

- **Promoting Orderly Development:** Ensuring the water main reaches the next property line prevents piecemeal, inefficient extensions of the City's municipal water system. It also helps to avoid situations where future developments may struggle to access municipal water, leading to costly and disjointed infrastructure expansion.
- **Preventing Cost-Shifts to Adjacent Property Owners:** If a developer only builds the water main up to their own property and stops, the next property owner (or the City) would bear the full cost of extending it in the future.
- **Ensures Fair Distribution of Infrastructure Costs:** As mentioned previously, development should pay for itself. Requiring the developer to extend the water main ensures they are contributing their fair share to the infrastructure needed to support their project. If the City or adjacent property owners have to complete the extension later, costs could be much higher in the future due to inflation, road reconstruction, or other logistical challenges.
- **Improves Water System Efficiency and Reliability:** Extending the water main to the next property line ensures a continuous and reliable system, reducing the need for temporary solutions like private wells that could later require costly replacement or

intervention from the City to provide safe drinking water. It also enhances fire protection by ensuring adequate fire hydrant spacing and system pressure.

- Encourages Logical and Sustainable Growth: When infrastructure is extended in a planned way it supports efficient land use and makes it easier for the City to provide public services. Future development is likely to occur in locations where infrastructure is already in place, leading to a more sustainable growth pattern.

Requiring developers to extend the water main to the next property line is a proactive approach that benefits both current and future residents. It ensures that development costs are fairly distributed, prevents financial burden to existing residents and the City as a whole, and supports long-term planning for efficient infrastructure expansion.

#### What if Water Infrastructure is Far Away from a Proposed Subdivision?

Under the proposed updates, applicants for subdivision would have several choices if water infrastructure were not immediately available in the vicinity of the site:

1. Wait to develop the property until municipal water service is available.
2. Work with the surrounding neighborhood to petition the City to install municipal water services to the entire neighborhood, where existing residents would participate in a portion of the costs along with the developer.
3. Pay for the extension of municipal water infrastructure to serve the property to be subdivided.

#### Won't this be Burdensome for Small Subdivisions with Less than 4 Lots?

It's true that the costs associated with smaller subdivisions would be higher because there would be less lots available to absorb the cost to connect than a larger development. However, as noted previously in this report there are negative public health and safety, infrastructure, environmental and zoning implications to allowing subdivision to occur without connecting to the municipal water system. It is also important to note that when the cost to install water main exceeds the City's \$10,000 per lot water main area charge, that fee is waived for the subdivision. This policy helps provide financial relief to subdivisions that install water infrastructure.

#### Example 1: Estimated Subsidy to New Subdivision When Infrastructure is Available

The following breakdown illustrates the estimated subsidy the City would have provided to a recent development, that had municipal water services immediately available, if the applicant did not choose to connect to the system. These estimates are based on the costs provided by the developer's engineer and the City's fee schedule. It should be noted that this subdivision was not required by City Code to connect, the applicant chose to do so on their own.

Item	Estimated Cost
Remove & Replace Street to Connect to Water Main Service	\$14,200.00
Remove & Replace Sidewalk to Connect to Water Main Service	\$1,500.00
Water Main Service	\$7,650.00
Mobilization - Streets	\$3,500.00
Traffic Control (for Utility and Curb Construction)	\$5,000.00
Striping	\$1,780.00
Watermain Area Charge	\$30,000.00
<b>TOTAL SUBDIVISION SUBSIDY</b>	<b>\$63,630.00</b>
<b>SUBSIDY PER LOT IN SUBDIVISION (3 LOTS)</b>	<b>\$21,210.00</b>

At the end of the day, these costs are essentially a subsidy given to the developer anytime they do not connect to the water system and are then paid by taxpayers. It should be noted that this estimate does not include the inflationary factors that would likely significantly increase the cost to connect the subdivision to the water system in the future.

Example 2: Estimated Subsidy to New Subdivision When Infrastructure is Not Available

Similar to the example above, the table below illustrates the estimated subsidy the City would have provided to a recent development, that did not have water services immediately available, if the applicant was not required to connect to the system and extend municipal water services to the site.

Item	Estimated Cost
Connect to Existing 12" Water Main (8")	\$15,446.36
Directional Drill 14" DR 17 Casing W/ 8" DR 11	\$50,004.00
8" DIPS Watermain	\$54,022.50
8" HDPE (DIPS) Watermain Direction Drill (City Portion)	\$23,932.85
6" DIP Watermain	\$5,169.50
Fire Hydrant	\$35,201.67
1" Copper Water Service	\$21,605.84
Watermain Area Charge	\$0.00 (Offset by Cost to Install Infrastructure)
<b>TOTAL SUBDIVISION SUBSIDY</b>	<b>\$205,382.72</b>
<b>SUBSIDY PER LOT IN SUBDIVISION (7 LOTS)</b>	<b>\$29,340.39</b>

Like the previous example, this estimate is an approximation that does not include any one of a number of factors that would likely make the cost to connect this development in the future much higher. This is especially true of situations where infrastructure is not immediately available, as the long-term cost of connecting an existing neighborhood once it has already been built is much higher and much more disruptive to residents. This example also illustrates how the watermain area charge was waived for the project since the cost to install the watermain infrastructure (\$205,382.72) exceeded the watermain area charge (\$70,000.00) for the subdivision.

### Potential Legislative Impacts

In recent years there have been a number of bills proposed by the Minnesota State Legislature that would significantly reduce the City's local control over zoning and development decisions. Earlier this year, the City Council adopted a resolution in opposition to the bills currently working their way through the legislative process. A number of these bills would mandate the City increase housing density across the community. Requiring new subdivisions to connect to the municipal water system would help mitigate some adverse impacts of the proposed legislation, if it were to pass, as increased housing density could be limited to locations that could be served by municipal water. Under the City's current policy, there would be no requirement that the increased housing density would need to connect to the municipal water system which would in turn allow much greater housing densities on a City-wide basis.

### Can Exceptions be Made?

Exceptions to these requirements could be reviewed on a case-by-case basis by the Planning Commission and City Council through the Subdivision Variance process.

### **Planning Commission Recommendation**

At their April 1, 2025 meeting, the Planning Commission held a public hearing on the proposed updates to the City Code, and recommended approval with the exception of the changes to the City's policy on municipal water connections for new subdivisions. The vote was 3-yes, 1-no, with 1 Commissioner absent. No public comments were received prior to the meeting, and 2 residents addressed the Commission in opposition to the changes to the City's policy on water connection for new subdivisions. No comments were received on the broader updates to the Subdivision Ordinance.

### **Financial or Budget Considerations**

Other than the financial considerations provided earlier in this report, the City's consultant has stayed within budget for this project. The only additional costs going forward would be those associated with publication of an ordinance summary if the ordinance is adopted. If the ordinance is not adopted, or only adopted in part, there may be additional costs associated with making revisions.

### **Action Requested**

**PUBLIC HEARING:** Pursuant to City Code 903.19, the City Council is required to hold a public hearing on the proposed updates to the City Code. Public comments received prior to the publication of this report are attached for reference.

Two actions are requested following the Public Hearing:

1. Motion to approve Ordinance 617 amending Shorewood City Code Title 900 Public Right-of-Way and Property and Title 1200 Zoning and Subdivision Regulations.

A simple majority vote of the City Council is required.

2. Motion to approve a resolution adopting a summary publication ordinance allowing publication of the name of Ordinance 617 and the summary pursuant to MN Statute 331A.01 without publishing the entire ordinance.

Action on this motion requires a minimum 4/5 vote of the City Council.



## Planning Commission Meeting Item

Item  
4D

**Title/Subject:** Subdivision Ordinance Update City Code Amendments  
**Meeting Date:** April 1, 2025  
**Prepared by:** Jake Griffiths, Planning Director  
**Attachments:** Consultant's Memo  
Code Changes Summary  
Draft Amendment Language

**LOCATION:** City-wide  
**APPLICANT:** City of Shorewood

### BACKGROUND

For the last several months, the Planning Commission and City Council have been reviewing updates to the City's subdivision regulations and related amendments to the City Code. This review included meetings by the Planning Commission on December 3, 2024, January 7, 2025, and March 4, 2025, and a meeting by the City Council at its January 27, 2025, work session. The attached memo from the City's consultant provides additional context for reference.

### REQUEST

The request essentially comes in two parts – the first is repealing and replacing the City's existing subdivision regulations, and the second is related amendments to the other sections of the City Code that are necessary due to these updates. Note of the public hearing was published in the City's official newspaper, posted on the City's website and posted at City Hall at least 10 days prior to the meeting. As of the publication of this report no public comments have been received regarding this request.

#### Subdivision Ordinance Update

The attached code change summary provides a high-level overview of the proposed updates to the subdivision ordinance and has been reviewed by the Planning Commission at its previous meetings. Draft amendment language is also attached that reflects feedback from the Planning Commission and City Council that was received throughout the review process. Again, it is the intent that existing City Code Chapter 1202 Subdivision Regulations would be repealed in its entirety and replaced with the attached draft amendment language.

#### Related Amendments

*Zoning Ordinance:* City Code 1201.03, Subd. 16 is proposed to be repealed in its entirety as it now conflicts with the requirements of the subdivision ordinance update relative to the subdivision of two-family lots. The draft amendment language reflects this change. Typically, all of the technical procedures that relate to subdivision are included in the subdivision ordinance rather than the zoning ordinance, and this amendment addresses that concern and makes the code easier to comprehend.

*Water Connection:* As part of the proposed updates to the subdivision ordinance, a new policy was introduced that will require all subdivisions to be served by the municipal water system. This policy was

incorporated into the update based on the Planning Commission and City Council's feedback during previous review. As a result of this policy, City Code 903.15 is proposed to be amended as shown in the attached draft amendment language to implement this direction relative to mandatory hook up to the municipal water system. Typically, this amendment would not be under the purview of the Planning Commission, however, since it is being brought forward as part of a larger update to the City Code it was included for consistency.

**RECOMMENDATION/REQUESTED ACTION**

Staff recommends approval of the proposed updates to the City Code. The Planning Commission is requested to hold a public hearing on the proposed amendments and make a recommendation to the City Council.

## Planning Commission Report

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**To:** City of Shorewood Planning Commission  
**From:** Rita Trapp, on behalf of Beth Richmond  
**Date:** March 13, 2025  
**Subject:** Subdivision Code Update – Public Hearing  
**Meeting Date:** April 1, 2025

---

Over the last few months, the City of Shorewood has been updating its Subdivision Code. The intent of the update process has been to modernize the code, enhance user-friendliness, ensure code consistency with local, state, and federal requirements and court rulings, and incorporate municipal best practices.

HKGi was hired by the City to complete this update process. The project has included the following:

- Kick-Off meeting with City Staff to discuss issues and concerns with the subdivision code
- A code audit report by HKGi to identify issues with the code and summarize potential code updates the City may wish to consider
- City Staff met with the Planning Commission multiple times to identify areas of focus and to review drafts of the subdivision code
- City Staff met with the City Council to gather input on a policy questions, including but not limited to requirements for water connections and procedures

A full draft of the Subdivision Code has been prepared for Planning Commission consideration. The Planning Commission is requested to hold a public hearing on the draft and make a recommendation to the City Council relative to its adoption.

### Attachment

- Public Hearing Draft of the Subdivision Code
- Summary of major code changes

# Shorewood Subdivision Code Changes Summary

## 1202.00 Introductory Provisions

- Language was added to establish the effective date of the subdivision chapter.
- Language was added to establish that the Zoning Administrator or their designee is responsible for administering the subdivision chapter.
- Clarifying language was added to the Interpretations section to eliminate confusion about conflicting Code provisions, state statutes, easements, or private agreements.

## 1202.10 Definitions

- Replaced reference to subdivider with applicant and removed the definition for subdivider.
- Added a definition for development agreement.
- Updated the base lot and unit lot definition to reflect the recent change in the zoning code.
- Added a definition for watercourse.

## 1202.20 Premature Subdivision Prohibited

- Language about premature subdivisions were crafted based on CC input from January work session.
- These provisions were moved from common procedures to their own section.
- Clarified that lack of adequate roads to serve the subdivision includes where there is not direct access to a public road or if the road intended to serve the subdivision is deemed inadequate
- Removed criteria related to providing public improvements, such as recreational facilities or other public facilities, as it hard to be specific enough

## 1202.30 Procedures and Enforcement

In general:

- Former sections 1202.03, 1202.04, 1202.08, 1202.09, and 1202.10 were all combined into a single section.
- Removed deadline requirements from each review procedure and created language in the common procedures section that reflects state requirements for timing/deadlines.
- Former “plat and data requirements” section was separated out and moved into each respective procedure’s section.
- Each procedure is organized in a similar way with the same headings to make it simpler for readers to understand.

## 1202.31 Common Procedures

- This is a new section that was created to house language that applies to all/most subdivision procedures. This reduces the need for repetitive text within this section.
- Added new language about applicability, authority to file applications, application fees, coordination of applications, deadline for action, premature subdivisions, withdrawal of applications, successive applications, appeals of decisions, building permits and amendments.

- Sketch plan language was changed to become language describing the “pre-application meeting.” This is an optional meeting with Staff that applicants may choose to request in order to obtain informal feedback from Staff before moving forward with the expense of preparing a larger application. It is recommended that applicants for minor subdivisions and preliminary plats schedule a pre-application meeting.

#### 1202.32 Registered Land Survey

- Moved the regulations to its own subsection.

#### 1202.33 Administrative Adjustment

- This is a new process that was created out of the former “minor subdivision and lot combination” procedure. This process can be used for lot line adjustments, lot combinations and requests to divide a base lot upon which multi-family dwellings exist.
- The review procedure and criteria for approval are new. The post-approval action language was taken from the former “minor subdivision and lot combination” procedure.
- Submittal requirements were updated to match current city needs and practice.
- Criteria for approval of base lot subdivisions was brought in from the zoning code (subd. 16) and added to this section.

#### 1202.34 Minor Subdivision

- This process was also created out of the former “minor subdivision and lot combination” procedure. This process is intended to be used when no more than two lots are being created. Additional requirements, such as the land being previously subdivided, no further subdivision capability and no need for construction of public improvements, were added and apply to any subdivision using this procedure.
- Submittal requirements are being updated to reflect current city needs and practice.
- The procedure was updated to incorporate a suggestion for a pre-application meeting and to allow this type of subdivision to only be reviewed by City Council (not Planning Commission). No public notice/hearing is required.
- Criteria for approval were added.

#### 1202.35 Preliminary Plat

- The procedures for preliminary plat and final plat were split out from the former “major subdivision” process.
- An Applicability section was created establishing the circumstances when a preliminary plat would be required for a subdivision.
- Submittal requirements will be updated to reflect current city needs and practice.
- Updated the review procedure to include a recommendation for a pre-application meeting.
- Added requirement that the applicant post a sign on the property indicated that the property is under development/subdivision review.
- Added criteria for approval.
- Clarified that the City Council can act on a preliminary plat even if a Planning Commission recommendation is not received if needed due to review timeline limitations with M.S. 15.99.

- Add a statement that if the applicants requests an extension to their review timelines they shall be subject to new or amended requirements.
- Extended the timeline to submit a final plat from 180 days to one year.

#### 1202.36 Final Plat

- The procedures for preliminary plat and final plat were split out from the former “major subdivision” process.
- Submittal requirements will be updated to reflect current city needs and practice.
- Added language about final plat submittals that the city may choose to review preliminary and final plats simultaneously and that the final plat must incorporate all changes required for the preliminary plat and strictly conform to the preliminary plat.
- Added criteria for approval.

#### 1202.37 Subdivision Variance

- Separated out subdivision variance language from appeals language.
- Added an applicability section.
- Submittal requirements were updated to reflect current city needs and practice.
- Included need for a public hearing with a notice distance of 500 feet.
- Updated language in criteria for approval to clarify that the variance must be consistent with the Code and Comprehensive Plan and that the owner must demonstrate an “unusual hardship.”
- Added requirement for and needed contents of a Development Agreement.
- Added post approval actions.

#### 1202.38 Amendments

- Add a section to clarify how amendments to the subdivision code will be considered.
- Review will include a public hearing held by the Planning Commission.

#### 1202.39 Violations and Penalty

- Current language only mentions improvements. Language was added to broaden the scope of when a violation might occur.
- Added a clarification about forged signatures and misrepresentation their authority to file an application.

#### 1202.40 Design Standards

##### 1202.41 General

- Language added to require design features to meet the requirements of the City Engineering Guidelines.
- Language added to limit the extension of a plat over political boundaries.
- Language was added to specify how lots should be designed with regard to watercourses, drainage, and natural features.
- Brought in the requirements for monuments.

#### 1202.42 Protected Areas

- Moved regulations out of drainage and erosion control.

#### 1202.43 Lots and Blocks

- Language was added to discourage irregularly shaped lots and flag lots.
- Language was modified to allow the creation of lots with access to private streets if approved by Council.
- Added clarifying language about how lot size is calculated. The new language followed the Metropolitan Council guidance about removing arterial right-of-way, public waters, public waters wetlands, city designated wetlands, areas in publicly held conservation easement, and portions of property protected by regulations, including bluffs and historic sites.
- Language was added to clarify that outlots are not buildable and that they are intended to be used either to set aside land for future development or to preserve open space with an easement in favor of the city.

#### 1202.44 Street and Alley Design

- Clarified that streets shall meet City Engineering Guidelines.
- Language about private streets was added to address when they can be used and how these should be regulated.
- Language requiring curbs and gutters for all streets was added.
- The right-of-way radius required for cul-de-sacs was clarified to be 100 feet.
- Clarified that the arrangement of streets shall allow for the continuation of the street in adjoining undeveloped property.
- Added language regarding the dedication of streets, including limiting the creation of half-streets at the perimeter of the subdivision and requiring improvements if the subdivision borders an existing substandard street or a street needing improvement.

#### 1202.45 Non-Motorized Connections

- Added language to clarify that non-motorized connections need to be established in accordance with the corridors established in the Comp Plan when subdivisions occur.
- Land for these connections can come in the form of parcels of land or easements.
- Language added that any connections that are constructed need to meet the city's standards. New sidewalks should be similar in width and design to existing trails.

#### 1202.46 Easements

- Added a requirement that easements shall be dedicated with the plat.
- Added a requirement that an easement be established for 7.5 feet on each side of a utility main.

#### 1202.47 Utilities

- A new section for utilities was added.
- Added a statement that connection to sanitary sewer is mandatory.
- Included a requirement that all utilities be placed underground in a joint trench and that it is the applicant's expense to install the utilities to the street.

## 1202.48 Drainage and Erosion Control

- Clarify that the development must meet the MPA's NPDES permit requirements.

## 1202.50 Improvements

### 1202.51 Improvements Required

- Added language stating that all improvements need to be constructed in accordance with the State Building Code and all applicable city, county and state regulations.
- Language added to specify that street improvements such as lighting or sidewalks may be required by the city.
- Clarified that all required utility improvements shall be inspected and accepted by the City Engineer at the applicant's expense.

### 1202.52 Development Agreement

- Language added to clarify what elements should be included within a development agreement, including who will construct, type of improvements to be constructed, and estimated cost.

### 1202.53 Financial Guarantee

- Created a separate section for these provisions.

### 1202.54 Inspection

- Created a separate section with inspection requirements.

## 1202.60 Park Dedication

### 1202.61 Dedication Required

- Language added to clarify when park dedication is required and to state the city's authority for requiring dedication.
- Existing land dedication requirements have been retained as the city will be undertaking a park system update that can be used to develop a new park dedication formula.
- Language added to specify that the city may accept a combination of land and cash and to describe how this will be calculated.
- Language added that clarifies that trails or sidewalks along streets are required and will not be counted toward meeting park dedication obligations.

### 1202.62 Land Suitability

- Language added which states that the city is not required to accept land if that land is not usable for parks, trails, etc. This may include land which is in a floodplain, encumbered by a utility easement, or has steep slopes.
- Language was also added to require the developer to improve dedicated park land to a certain level, including grading, installation of ground cover, and construction of trails when noted on city plans.

#### 1202.63 Modification of Requirements

- Language added which specifies that no park dedication credit will be given for private open space/park land within a development.
- Language added to allow subdivider to request a deviation from the Code requirements.

#### 1202.64 Required Actions

- Added steps that the applicant needs to take before land is dedicated to the city.
- Clarified when the cash fee in lieu of land dedication is required to be paid.

#### 1202.65 Timing

- Language was added to specify that land dedication/cash in lieu must occur at the time of final subdivision approval.

**From:** Martin Wellens <[444mrw@gmail.com](mailto:444mrw@gmail.com)>

**Date:** April 21, 2025 at 5:20:20 PM CDT

**To:** Dustin Maddy <[DMaddy@ci.shorewood.mn.us](mailto:DMaddy@ci.shorewood.mn.us)>, Jennifer Labadie <[JLabadie@ci.shorewood.mn.us](mailto:JLabadie@ci.shorewood.mn.us)>, Michelle DiGruttolo <[mdigruttolo@ci.shorewood.mn.us](mailto:mdigruttolo@ci.shorewood.mn.us)>, Guy Sanschagrin <[gsanschagrin@ci.shorewood.mn.us](mailto:gsanschagrin@ci.shorewood.mn.us)>, Nathaniel Gorham <[NGorham@ci.shorewood.mn.us](mailto:NGorham@ci.shorewood.mn.us)>

**Subject: Subdivision ordinance**

Greetings Shorewood Council Members,

Regarding this ordinance:

number of lots in the development. All subdivision applications received after the effective date of this ordinance shall be required to connect to the municipal water system, at the applicant's expense, pursuant to the requirements of City Code 1202.47 Utilities. If municipal water is not available to a proposed subdivision, it may be deemed premature for development and the proposed subdivision shall be denied by the City Council pursuant to the requirements of City Code 1202.20 Premature Subdivision Prohibited.

I understand the government has a problem with the city water system not paying for itself. The above proposal seems insufficient and out of line. It could take 10-years before it starts generating much revenue.

I've heard you are concerned that a subdivision might require a larger well to service multiple homes. If so, this ordinance could be tailored to areas where city water is available, or require individual wells, or cap the depth of new wells so they don't interfere with the deeper city well.

The council needs to explain to all residents why it refuses to raise water rates so the users of city water pay the cost of city water (the way the rest of society works). You might also tell us how many years private well owners have been subsidizing those with city water and to what degree.

The council should accept that people don't want city water. We know of Flint, Michigan and that no one has yet been punished for poisoning those poor people. We know of Mound and their horrific city water situation. We know that when water is available on a new Shorewood street, only a tiny fraction of homes hook-up. With the above ordinance; it seems your solution is to jam it down our throats anyway? Is that how you like to be treated?

I'm sure city water people don't *want* to pay higher rates. But this scheme to transfer city-water costs to innocent neighbors... is not going to generate much revenue and is clearly unjust. Taking away the property rights of innocent residents (without compensation) - seems way off-base and will result in needless litigation.

So that leaves you with two reasonable options: 1. Raise the rates. 2. Shut down the operation and go with all private wells. I'm sorry but pretending otherwise is just digging the hole deeper. Communicate these two options to our city water users and I predict they will choose option #1.

Thank you for your service,

Martin R. Wellens 4755 Lakeway Terrace

**From:** tom Dahlberg5000 <[tomdahlberg5000@protonmail.com](mailto:tomdahlberg5000@protonmail.com)>  
**Date:** April 21, 2025 at 5:01:30 PM CDT  
**To:** Dustin Maddy <[DMaddy@ci.shorewood.mn.us](mailto:DMaddy@ci.shorewood.mn.us)>, Jennifer Labadie  
<[JLabadie@ci.shorewood.mn.us](mailto:JLabadie@ci.shorewood.mn.us)>, Michelle DiGruttolo  
<[mdigruttolo@ci.shorewood.mn.us](mailto:mdigruttolo@ci.shorewood.mn.us)>, Guy Sanschagrin  
<[gsanschagrin@ci.shorewood.mn.us](mailto:gsanschagrin@ci.shorewood.mn.us)>, Nathaniel Gorham  
<[NGorham@ci.shorewood.mn.us](mailto:NGorham@ci.shorewood.mn.us)>  
**Cc:** Erick Kaardal <[kaardal@mklaw.com](mailto:kaardal@mklaw.com)>  
**Subject: Fw: Changes to city water policy**

The new language one or more of you have proposed, by way of updating Title 900 and Title 1200 of the city code, shows us what you know how to do, and what you do not know how to do. You do not know how to do the simplest thing of all -- nothing. And not knowing the

value of doing nothing reveals still more of the unknown.

You clearly know how to coerce people, which government is both notorious and reviled for.

The changes you are proposing can only be inspired by the absence of any popular demand for what they require. Because few, or no one, is asking you to perform for them, probably because they do not need you to do so, and are unwilling to pay for what they do not need or enjoy, one or more of you must be planning to force your will on a new, officially disadvantaged class at their expense. And of course this is exactly what government really is -- just a few people, applying force to other people, while so often making morally, politically, and even legally dubitable claims about what legitimizes it.

You might at least insure that protection is not made unequal by your policies. Ask a lawyer who is not a shill for the city. Why should anyone who complies with the law, along with neighbors who share his preference for private water while lacking the expense to subdivide, have his otherwise compliant demeanor criminalized because he chooses to legally parse his property? If his neighbors are not required to please the city by increasing the reach of its water, why should he? Why should legal subdivision suddenly make drilling a well illegal while it remains legal for his neighbors? Why are you triggering an unequal status for someone because he has the wherewithal to legally subdivide? Why isn't this a taking? You intend to disadvantage the subdivision, by making city water mandatory.

If the argument is that your law applies equally to everyone who has the wherewithal to subdivide why wouldn't they argue that you are nevertheless turning them into a disadvantaged class (disadvantaging their land) simply because they legally possess more land? The standard is not about a legal difference in the first place, but a contingent, material difference which the city simply wants to exploit by way of advancing a goal that can be advanced by simply requiring everyone to hook up to city water. Your lack of nerve is being taken out on a particular class of Shorewoodians. This, because real nerve would cause a hurricane.

Perhaps the whole city, or at least a majority of the city, has somehow made it clear to you that this imposition on others is their will, making you the servants of the wrong kind of democracy but democracy nonetheless. Although it seems unlikely that even the busiest bodies in Shorewood, at least in substantial numbers, would take much interest in increasing the reach of city water by force, perhaps you have evidence that the people of Shorewood recently woke up in a state of beehive urgency for doing so, in order to fix the financial mistakes of the city council by blaming people for not wanting what they do not want. Although it would seem better to (a) admit that an unprofitable business has been constructed by discounting the price in order to achieve market share and (b) raise the price for those who actually use the service, you seem to believe that declaring a de facto technically necessary monopoly is going to fool people. It has not done so in the past and it will not do so in the future.

Your actual motivations, which have nothing to do with equalizing protection, are already on record. Even the government's judges might be embarrassed by the blatancy of the mismanaged financial problem as the well-known inspiration for creating a special class of

Shorewoodians, rather than a wholesale, truly equalizing policy, which would result in a much more excited awareness of who is responsible for the mess. The city of Shorewood never should have pushed on the extension of city water. If this was staff's idea they should be fired, and still might be, some time in the future. Of course the buck stops with you.

Becoming a politician is plainly anchored in an existential motivation. There are just two: Enjoying political power as an end in itself and therefore increasing it whenever possible, or trying to limit it as the most banal and destructive force on earth. Of course politicians are never remembered for not doing what they should not do. The most popular habit of the people, fortunately, is almost complete disinterest in politicians and politics. What people remember is what has been done TO them by someone using the power of government. The best you can hope for is not to be remembered.

CITY OF SHOREWOOD  
COUNTY OF HENNEPIN  
STATE OF MINNESOTA

ORDINANCE 617

AMENDING SHOREWOOD CITY CODE TITLE 900 PUBLIC RIGHT-OF-WAY AND PROPERTY AND  
TITLE 1200 ZONING AND SUBDIVISION REGULATIONS

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**Section 1.** City Code Chapter 1202 SUBDIVISION REGULATIONS is hereby repealed in its entirety and replaced as shown on Exhibit A.

**Section 2.** City Code 903.15 MANDATORY HOOK UP, COMMERCIAL AND MULTIPLE FAMILY RESIDENTIAL USESRS AND CERTAIN RESIDENTIAL DEVELOPMENTS is hereby amended as follows. Text proposed to be added is underlined; text proposed to be removed is ~~stricken~~.

**903.15 MANDATORY HOOK UP, ~~COMMERCIAL AND MULTIPLE FAMILY RESIDENTIAL USERS AND CERTAIN RESIDENTIAL DEVELOPMENTS~~**

The owner of an existing property used for commercial purposes or for multiple-family residential purposes, involving four or more units, situated within the city and abutting on any street, alley or right-of-way in which there is located a municipal water truck or lateral facility, is hereby required at its expense to connect to the facility in accordance with the provisions of this chapter within 90 days after the date of official written notice by the City Council to so connect. ~~Single-family residential developments of more than three lots shall be required to connect to the municipal water system, at the developer's expense, based upon a determination by the City Engineer that the connection is feasible. The connection is considered feasible if the cost of providing water to the property line of the lots within the development does not exceed the connection charges, set forth in § 903.04, subd. 3. of this code, times the number of lots in the development. All subdivision applications received after the effective date of this ordinance shall be required to connect to the municipal water system, at the applicant's expense, pursuant to the requirements of City Code 1202.47 Utilities. If municipal water is not available to a proposed subdivision, it may be deemed premature for development and the proposed subdivision shall be denied by the City Council pursuant to the requirements of City Code 1202.20 Premature Subdivision Prohibited.~~

**Section 3.** City Code 1201.03 GENERAL PROVISIONS is hereby amended as follows. Text proposed to be added is underlined; text proposed to be removed is ~~stricken~~.

...

Subd. 16. ~~(Reserved for future use). Subdivision of two-family or quadraminium lots. The subdivision of base lots containing two-family dwellings or quadraminiums to permit individual private ownership of a single dwelling within the structure is acceptable upon the approval. Approval of a subdivision request is contingent on the following requirements.~~

1 ~~— a. Prior to a two-family dwelling or a quadraminium subdivision, the base lot must meet all~~  
2 ~~the requirements of the zoning district.~~

3 ~~— b. There shall be no more than one principal structure on a base lot in all residential~~  
4 ~~districts. The principal structure on unit lots created in a two-family or quadraminium~~  
5 ~~subdivision will be the portion of the attached dwelling existing or constructed on the platted~~  
6 ~~unit lots.~~

7 ~~— c. Permitted accessory uses as defined by the zoning districts are acceptable, provided they~~  
8 ~~meet all the zoning requirements.~~

9 ~~— d. A property maintenance agreement must be arranged by the applicant and submitted to~~  
10 ~~the City Attorney for his or her review and subject to approval. The agreement shall insure the~~  
11 ~~maintenance and upkeep of the structure and the lots to meet minimum city standards. The~~  
12 ~~agreement is to be filed with the Hennepin County Recorder's office as a deed restriction~~  
13 ~~against the title of each unit lot.~~

14 ~~— e. Separate public utility service shall be provided to each subdivided unit and shall be~~  
15 ~~subject to the review and approval of the City Engineer.~~

16 ~~— f. The subdivision and maintenance agreement are to be processed and recorded in~~  
17 ~~conformance with the requirements of the Shorewood Subdivision Ordinance, Chapter 1202.~~

18  
19 **Section 4: Effective Date.** This Ordinance 617 shall take effect upon publication in the City's  
20 official newspaper.

21  
22 ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA this 28th day of  
23 April, 2025.

24  
25  
26  
27 \_\_\_\_\_  
JENNIFER LABADIE, MAYOR

28 ATTEST:

29  
30 \_\_\_\_\_  
31 SANDIE THONE, CITY CLERK  
32

## **Chapter 1202 Subdivision Regulation**

### **1202.00 Introductory Provisions**

#### **1202.01 Title**

Subd. 1 This chapter shall be known as “City of Shorewood Subdivision Ordinance,” except as referred to herein, where it shall be known as “this chapter.”

#### **1202.02 Purpose**

Subd. 1 It is the purpose of this chapter to safeguard the best interests of the city and to assist property owners and subdividers of land in harmonizing their interests with those of the city.

Subd. 2 It is the purpose of this chapter to make certain regulations and requirements for the subdivision of land within the city, pursuant to the authority contained in Minnesota State Statutes, which regulations the City Council deems necessary for the health, safety and general welfare of this community.

Subd. 3 This chapter is intended to promote good planning practice and to ensure orderly growth and development and shall supplement and implement the provisions of the Shorewood Comprehensive Plan, the Shorewood Zoning Regulations, and City Code.

#### **1202.03 Authority and Effective Date**

Authority. This chapter is enacted pursuant to the authority granted by M.S. § 462.358. The effective date of this chapter is April 28, 2025.

Comprehensive revision. The City Council intends this chapter to be a comprehensive revision to the Shorewood Subdivision Ordinance, as amended. Except as otherwise provided herein, the provisions of this chapter are not intended to alter, diminish, increase or otherwise modify any rights or liabilities existing on its effective date. Any act done, offense committed or rights accruing or accrued or liability or penalty incurred or imposed prior to the effective date of this chapter is not affected by its enactment.

Whenever other applicable city, state or federal laws or rules referenced in this chapter have been amended or superseded, this chapter shall also be considered amended accordingly.

#### **1202.04 Administration**

Subd. 1 This chapter shall be administered by the Zoning Administrator who is appointed by the City Council. The Zoning Administrator may delegate specific responsibility to any individual city employee, but shall remain responsible for all decisions made by those employees.

Subd. 2 Approvals necessary for acceptance of subdivision plats. Before any subdivision shall be recorded or be of legal effect, it shall be approved by the city as having fulfilled the requirements of this chapter.

Subd. 3 Conditions for recording. No plat of any subdivision shall be entitled to be recorded in the Hennepin County Recorder’s Office or have any validity until the plat thereof has been prepared, approved and acknowledged in the manner prescribed by this chapter and all conditions of approval satisfied.

Subd. 4 Permits. No building permits shall be granted by the city for the construction of any building, structure or improvement to the land or to any lot in a subdivision as defined

herein, until all requirements of this chapter have been fully complied with and the subdivision recorded.

Subd. 5 Exceptions. Except in the case of resubdivision, this chapter shall not apply to any lot or lots forming a part of a subdivision recorded in the office of the Hennepin County Register of Deeds for Registrar of Titles prior to the effective date of this chapter.

### **1202.05 Applicability**

Subd. 1 The requirements of this chapter shall apply to all subdivision applications and procedures subject to development review under this Code unless otherwise stated.

Subd. 2 Subdivisions which meet the following circumstances are exempt from the regulations of this chapter:

- a. Where all the resulting parcels, tracts, lots, or interests will be 20 acres or larger in size and 500 feet in width for agricultural or residential uses;
- b. Where all the resulting parcels, tracts, lots, or interests will be five acres or larger in size for commercial and industrial uses;
- c. Creating cemetery lots; or
- d. Subdivisions resulting from court orders or the adjustment of a lot line by the relocation of a common boundary.

Subd. 3 Building Permits.

- a. Outlots are deemed unbuildable, and no building permit shall be issued for such properties, except in the case of public park facilities and essential services.

### **1202.06 Interpretation**

Subd. 1 Conflicting Regulations or Provisions.

- a. In the interpretation of this chapter, its provisions shall be held to be the minimum requirements for the promotion of the public health, safety and welfare.
- b. In the event of a conflict or inconsistency between the provisions contained in this chapter and the state statutes or rules, state statutes and rules shall govern, unless such state statutes or rules provide otherwise.
- c. Where the conditions imposed by any provision of this chapter are either more or less restrictive than comparable conditions imposed by any other ordinance, rule or regulation of the city, the ordinance, rule or regulation that imposes the more restrictive condition, standard or requirement shall prevail. The Zoning Administrator shall determine which is more restrictive, and appeals from the determination may be made in the manner provided herein.
- d. This chapter is not intended to abrogate, annul, impair or interfere with any existing easement, covenant or any other private agreement. However, where the regulations of this chapter are more restrictive or impose higher standards or requirements on such easements, covenants or other private agreements, the requirements of this chapter shall govern.

Subd. 2 Relationship to Comprehensive Plan.

- a. The City Council recognizes the Comprehensive Plan as the Policy Guide responsible for regulation of land use and development in accordance with the policies and purpose herein set forth.

- b. It is the policy of the city that the enforcement, amendment and administration of this chapter be accomplished with due consideration of the direction contained in the Shorewood Comprehensive Plan as developed and amended from time to time by the City Council.

Subd. 3 Use of Cross-References. In some instances, cross-references between chapters, sections and subsections are provided that include the chapter, section or subsection number along with the name of the reference. Where a conflict may occur between the given cross-reference number and name, the name shall control.

Subd. 4 Rules. The language set forth in the text of this chapter shall be interpreted in accordance with the following rules of construction:

- a. The singular number shall include the plural and the plural the singular.
- b. The present tense includes the past and future tenses and the future the present.
- c. The word SHALL is mandatory while the word MAY is permissive.
- d. Whenever a word or term defined hereinafter appears in the text of this chapter, its meaning shall be construed as set forth in the definition thereof.
- e. All measured distances expressed in feet shall be to the nearest tenth of a foot.

Subd. 5 Separability. It is declared to be the intention of the city that the several provisions of this chapter are separable in accordance with the following:

- a. Other parts of this chapter. If any court of competent jurisdiction shall adjudge any provision of this chapter to be invalid, the judgment shall not affect any other provisions of this chapter not specifically included in the judgment.
- b. Application to other party or property. If any court of competent jurisdiction shall adjudge invalid the application of any provision of this chapter to a particular property, building or structure, the judgment shall not affect the application of the provision to any other property, building or structure not specifically included in the judgment.

## **1202.10 Definitions**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**ALLEY.** A public or private right-of-way primarily designed to serve as secondary access to the side or rear of those properties whose principal frontage is on a street.

**APPLICANT.** The owner of land proposed to be subdivided or the owner's representative. Consent shall be required from the legal owner of the premises.

**BLOCK.** An area of land within a subdivision containing one or more lots that is entirely bounded by streets, or by streets and the entire boundary or boundaries of the subdivision, or a combination of the above with a river, lake or other physical barrier.

**BOULEVARD.** The portion of the street right-of-way not occupied by pavement or other traveled surface.

**BUILDING.** Any structure used or intended for supporting or sheltering any use or occupancy.

**COMPREHENSIVE PLAN.** The long range goals, objectives, policies, concepts and plans of the city as stated in a group of maps, charts and text.

**DESIGN STANDARDS.** The specifications to land owners or applicants for the preparation of plats, both preliminary and final, indicating among other things, the optimum, minimum or maximum dimensions of the items as rights-of-way, blocks, easements and lots.

**DEVELOPMENT AGREEMENT.** A written contract between the city and applicant in conjunction with the approval by the city of a subdivision.

**EASEMENT.** A grant by a property owner for the use of land for the purpose of constructing and maintaining drives and utilities, including, but not limited to wetlands, ponding areas, sanitary sewers, watermains, electric lines, telephone lines, storm sewer or storm drainage ways and gas lines.

**FINAL PLAT.** A drawing, suitable for recording, showing the layout of a subdivision that has received preliminary plat approval pursuant to § 1202.35 and M.S. Chapter 505.

**IMPERVIOUS SURFACE.** An artificial or natural surface through which water, air or roots cannot penetrate.

**LOT.** A parcel of land in a subdivision or plat of land, separated from other parcels or portions by descriptions or by metes and bounds, for the purpose of sales or lease or separate use thereof.

**LOT, BASE.** A lot meeting all the lot specifications in the zoning district in which it is located prior to being subdivided into a two-family or townhouse subdivision.

**LOT, CORNER.** A lot situated at the intersection of two streets, or a lot at the point of deflection of a single street, the interior angle of which 135 degrees or less.

**LOT, UNIT.** A lot created from the subdivision of a two-family dwelling or townhouse, having different minimum lot size requirements than the conventional base lots within the zoning district in which it is located.

**LOT IMPROVEMENT.** Any building, structure, place, work of art or other object which constitutes a physical betterment of the real property on which it is situated or any part of the betterment.

**LOT WIDTH.** The shortest horizontal distance between the side lot lines measured at right angles to the lot depth measured at the required minimum building setback line as set forth in the Shorewood Zoning Code.

**ORDINARY HIGH WATER LEVEL (OHWL).** The boundary of public waters and wetlands that is described as an elevation delineating the highest water level that has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses the ORDINARY HIGH WATER LEVEL is the elevation of the top of the bank or channel.

**OUTLOT.** A lot remnant or parcel of land left over after platting, which is intended as open space or other use, or which is reserved for future development and for which no building permit shall be issued.

**OWNER.** Any individual, firm, association, syndicate, partnership, corporation, trust or any other legal entity having sufficient proprietary interest in the land sought to be subdivided or commercially used to commence and maintain proceedings under this chapter.

**PARKS AND PLAYGROUNDS.** Public land and open spaces in the city dedicated or reserved for recreation purposes.

**PEDESTRIAN WAY.** A public right-of-way or private easement that provides access for pedestrians and which may be used for the installation of utility lines.

**PERCENTAGE OF GRADE.** The ratio of the distance vertically from the horizontal in feet and tenths of a foot for each 100 feet of horizontal distance.

**PRELIMINARY PLAT.** A drawing or set of drawings describing the existing physical characteristics of a parcel of land and illustrating a proposed layout for subdividing the land into lots, blocks,

streets and easements for purposes of obtaining preliminary approval of a subdivision, pursuant to § 1202.35 and M.S. § 462.358 and Chapter 505.

**PROTECTIVE COVENANTS.** Contracts made between private parties relating to the manner in which land may be used in order to protect and preserve the physical and economic integrity of any given area.

**PUBLIC IMPROVEMENT.** Any drainage facilities, roadway, parkway, sidewalk, pedestrian way, tree, lawn, off-street parking area, lot improvement, utility or other facility for which the city may ultimately assume the responsibility for maintenance and operation or which may affect an improvement for which local government responsibility is established.

**REGISTERED LAND SURVEYOR.** A surveyor whom is registered and licensed in accordance to M.S. § 326.02, Subd. 4.

**REGISTERED PROFESSIONAL ENGINEER.** A REGISTERED PROFESSIONAL ENGINEER licensed in accordance to M.S. § 326.02, Subd. 3.

**RIGHT-OF-WAY, PUBLIC.** Any property established for the use of the public for street or highway purposes by any federal, state, county or local government by dedication, easement, gift or statutory user, whether developed or undeveloped, paved or unpaved.

**SETBACK.** The minimum horizontal distance between building and street, lot line or ordinary high water level. Distances are to be measured at ground level from the most outwardly extended portion of the structure. In the case of a private street or street acquired by statutory user as defined by Minnesota Statutes, the setback shall be measured from a line 15 feet from the edge of the traveled surface.

**STREET.** A public right-of-way or private way serving three or more properties, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, lane, place or however otherwise designated, which is used or can be used for travel.

**STREETS, ARTERIAL.** Those streets, as identified in the Shorewood Comprehensive Plan, carrying larger volumes of traffic and serving as links between various subareas of the community. Arterial streets are intended to provide for collection and distribution of traffic between highways and collector streets; hence regulations of direct access to property is critical.

**STREETS, COLLECTOR.** Those streets, as identified in the Shorewood Comprehensive Plan, that carry traffic from local streets to the major system of arterials and highways. COLLECTOR STREETS primarily provide principal access to residential neighborhoods, including, to a lesser degree direct land access.

**STREETS, LOCAL.** Those streets, as identified in the Shorewood Comprehensive Plan, that are used primarily for access to abutting properties and for local traffic movement.

**STREETS, MARGINAL ACCESS.** Those local streets that are parallel and adjacent to thoroughfares and highways and that provide access to abutting properties and protection from through traffic.

**STREETS, CUL-DE-SAC.** Those local streets with only one outlet and having an appropriate terminal for the safe and convenient reversal of traffic movement.

**STREET WIDTH.** The shortest distance between lines of lots delineating the streets right-of-way.

**SUBDIVISION.** The division of a parcel of land into two or more lots or parcels for the purpose of transfer of ownership or of building developments. The term includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

**WATERCOURSE.** Watercourse means any channel having definable beds and banks and capable of conducting generally confined runoff from adjacent lands. During floods water may leave the

confining beds and banks but under low and normal flows water is confined within the channel. A watercourse may be perennial or intermittent.

## **1202.20 Premature Subdivision Prohibited**

### Subd. 1 Premature Subdivisions.

- a. Any proposed subdivision deemed premature for development shall be denied by the City Council.
- b. The burden shall be upon the applicant to show that the proposed subdivision is not premature.
- c. A subdivision may be deemed premature should any of the following conditions exist:
  - (1) Inconsistency with Comprehensive Plan. The proposed subdivision is inconsistent with the purposes, objectives, and recommendations of the duly adopted Comprehensive Plan of Shorewood, as may be amended.
  - (2) Lack of Adequate Water Supply. A proposed subdivision shall be deemed to lack an adequate water supply if municipal water is not available to the plat. With the extension of municipal water, all private wells must be capped in accordance with State Statutes.
  - (3) Lack of Adequate Roads to Serve the Subdivision. A proposed subdivision shall be deemed to lack adequate roads if direct access to a public road is not possible or if the roads which serve the proposed subdivision are deemed inadequate by the City Engineer.
  - (4) Lack of Adequate Waste Disposal Systems. A proposed subdivision shall be deemed to lack adequate waste disposal systems if municipal sanitary sewer is not available to the plat or if in subdivisions for which sewer lines are proposed, there is inadequate sewer capacity in the present system to support the subdivision if developed to its maximum permissible density indicated in the Shorewood Comprehensive Plan, as may be amended.
  - (5) Lack of Adequate Drainage: A condition of inadequate drainage shall be deemed to exist if:
    - (a) Surface or subsurface water retention and runoff is such that it constitutes a danger to the structural security of the proposed structures and/or adjacent properties.
    - (b) The proposed subdivision will cause pollution of water sources or damage from erosion and siltation on downhill or downstream land.
    - (c) The proposed site grading and development will cause harmful and irreparable damage from erosion and siltation on downstream land.
    - (d) Factors to be considered in making these determinations may include:
      1. Average rainfall for the area.
      2. The relation of the land to floodplains.
      3. The nature of soils and subsoils and their ability to adequately support surface water runoff and waste disposal systems.
      4. The slope of the land and its effect on effluents.
      5. The presence of streams as related to effluent disposal.

## **1202.30 Procedures and Enforcement**

### **1202.31 Common Procedures**

#### Subd. 1 Authority to File Applications.

- a. Subdivision applications for an individual property may be initiated by:
  - (1) The owner of the property that is the subject of the application.
  - (2) An agent authorized by the owner of the property that is the subject of the application, which may include a lessee of the property. Evidence of such authorization shall be the signature of the property owner.
  - (3) If the property subject to an application is under more than one ownership, all owners or their authorized agents shall join in filing the application.

#### Subd. 2 Application and Fees.

- a. A complete application shall be made in writing, submitted in a format prescribed by the city.
- b. All applications for subdivision approval shall be accompanied by a fee established by chapter 1301 of the City Code to pay for costs associated with the application processing and review. Said fee ordinance will be annually reviewed and updated.
- c. An escrow amount shall be required by the city to pay for actual costs incurred by the city during the review process.
- d. No application shall be deemed complete for processing until the necessary fee has been paid.

#### Subd. 3 Pre-Application Meeting.

- a. Applicants are encouraged to meet with city staff prior to filing a subdivision application.
- b. A pre-application meeting is an informal discussion between a potential applicant and city staff regarding a possible project subject to this chapter. The purpose of the meeting is to inform applicants of the procedural requirements and minimum standards of this chapter and the requirements or limitations imposed by other city ordinances or plans prior to the development of a subdivision.
- c. For discussion purposes, applicants shall provide a sketch or concept of the proposed subdivision to the Zoning Administrator. This plan shall contain, at a minimum, plat boundary, north arrow, graphic scale, street layout on and adjacent to plat, designation of land use and current or proposed zoning, significant topographical or physical features and general lot locations and layout.
- d. Discussions that occur during pre-application meetings are not binding on the city and do not constitute official assurances or representations of the city.

#### Subd. 4 Coordination of Applications.

- a. Depending on the requirements of this Code, multiple applications may be required for a single development. Each application filed requires a fee and escrow as described in this Code.
- b. City staff shall determine the order of application review based on the City Code, including this chapter, and state requirements. Where possible, applications will be reviewed simultaneously.

- c. When submitting multiple applications of different review periods, the applicant is encouraged to agree to an extension of the shorter review period to match that of the application with the longest review period.

Subd. 5 Deadline for Action.

- a. In compliance with M.S. § 462.358, the city shall take action to preliminarily approve or deny a subdivision application within 120 days following delivery of an application completed in compliance with this Code, unless an extension for the review period has been agreed to by the applicant.
- b. In compliance with M.S. § 462.358, the city shall certify final approval of a subdivision application within 60 days if the applicant has complied with all conditions and requirements of applicable regulations and the preliminary approval.

Subd. 6 Withdrawal of Applications.

- a. Any request for withdrawal of an application shall be submitted in writing to city staff.
- b. In all cases where the applicant has requested withdrawal of an application, the associated fee paid and any costs incurred by the city in the processing of the application shall not be refunded.

Subd. 7 Successive Applications.

- a. No application which has been denied wholly or in part may be resubmitted for at least one year from the date of its submittal, unless substantial changes have been made which warrant reconsideration, as determined by city staff.

Subd. 8 Appeals of Decisions.

- a. The City Council shall serve as the Board of Adjustment and Appeals and hear and decide any appeals of the Zoning Administrator's interpretation of this chapter.
- b. All decisions made by the City Council regarding subdivision shall be final, except that any aggrieved person shall have the right to appeal to the District Court in Hennepin County within 30 days after delivery of the city decision to the appellant. Any person seeking judicial review under this chapter must serve the city and all necessary parties, including any landowners, within the 30-day period defined above.

## **1202.32 Registered Land Surveys**

Subd. 1 It is the intention of this chapter that all registered land surveys in the city should be presented to the Planning Commission in the form of a preliminary plat in accordance with the standards and procedures set forth in this chapter for preliminary plats.

Subd. 2 The Planning Commission shall first recommend the arrangement, sizes and the relationships of proposed tracts in the registered land surveys, and tracts to be used as easements or roads should be so dedicated.

Subd. 3 Building permits will be withheld for buildings on tracts that have been so subdivided by registered land surveys unless a recommendation and approval have been obtained from the Planning Commission and City Council respectively, in accordance with the standards and procedures set forth in this chapter. The city may refuse to take over tracts as streets or roads or to improve, repair or maintain any tracts unless so approved.

## **1202.33 Administrative Adjustment**

Subd. 1 Applicability. An application for an administrative adjustment shall be submitted to the city when any of the following apply:

- a. Requests to relocate a property line(s) without increasing or decreasing the number of parcels and where all parcels meet Code requirements meet Code requirements.
- b. Requests to divide a base lot, upon which has been constructed a twinhome that is directly accessible to a public street, where the division is to permit individual private ownership of a single dwelling unit within the structure and the newly created property lines will not cause any of the unit lots or the structure to be in violation of this chapter, the Zoning Regulations, or the State Building Code.

Subd. 2 Submittal Requirements.

- a. Complete application, fee and escrow as specified in city's fee schedule
- b. Proof of ownership of the property
- c. Existing and proposed legal descriptions for the property provided as Word document(s)
- d. One large-scale paper copy and one digital submission of a survey prepared and signed by a registered land surveyor which includes:
  - (1) North arrow, scale and date of preparation
  - (2) Proposed name of subdivision
  - (3) Original and proposed lot boundaries and dimensions
  - (4) Acreage of site
  - (5) Existing and proposed lot areas
  - (6) Layout, numbers and dimensions of parcels
  - (7) Location and dimensions of existing structures on the site
  - (8) Location and dimensions of curb cuts and driveways
  - (9) Street layout on and adjacent to subdivision
  - (10) Existing and proposed easement locations, including legal descriptions and graphic depictions of all easements
  - (11) Significant topographical or physical features
- e. Additional information as determined necessary by the Zoning Administrator.

Subd. 3 Procedure.

- a. The Zoning Administrator shall review the application to determine conformance with the Comprehensive Plan and the Zoning and Subdivision ordinances.
- b. The Zoning Administrator shall have the authority to make a final decision on the application.
- c. Following the approval or denial of the application, the Zoning Administrator shall provide the applicant with written notice of the decision and reasons for approval or denial.

Subd. 4 Criteria for Approval. In considering the administrative adjustment application, the Zoning Administrator shall consider the following factors:

- a. Conformance with City Code and all other applicable ordinances, rules and regulations.
- b. Consistency with the Comprehensive Plan.
- c. In addition to the criteria above, subdivisions of base lots shall meet the following criteria:
  - (1) Prior to a base lot subdivision, the base lot must meet all the requirements of the zoning district.

- (2) In any residential district, there shall be no more than one principal structure on the base lot. The principal structure on unit lots created in a base lot subdivision will be the portion of the attached dwelling existing or constructed on the platted unit lots.
- (3) A property maintenance agreement must be arranged by the applicant and submitted to the City Attorney for their review and subject to approval. The agreement shall ensure the maintenance and upkeep of the structure and the lots to meet minimum city standards. The agreement is to be filed with the Hennepin County Recorder's office as a deed restriction against the title of each unit lot.
- (4) Separate public utility service shall be provided to each subdivided unit and shall be subject to the review and approval of the City Engineer.

Subd. 5 Post-Approval Actions

- a. City approval for an administrative adjustment shall become null and void if, within one year after such approval, the administrative adjustment has not been duly filed and recorded with the Hennepin County Recorder's Office.

**1202.34 Minor Subdivision**

Subd. 1 Applicability. An application for a minor subdivision shall be submitted to the city when all of the following apply:

- a. The request to subdivide would create no more than two lots or building sites, neither of which is capable of being further subdivided in the future;
- b. The land has been previously subdivided by plat or registered land survey and is on file and of record in the County Register of Deeds or Registrar of Titles;
- c. The application will not cause the parcel or any structure on the parcel to be in violation of this chapter, the Zoning Regulations, or the building code;
- d. With the exception of sidewalks or trails, the application will not involve the construction of any new street or road, the extension of municipal facilities, or the creation of any public improvements; and
- e. The application does not involve an outlot.

Subd. 2 Submittal Requirements.

- a. Complete application, fee and escrow as specified in city's fee schedule
- b. Proof of ownership of the property
- c. Existing and proposed legal descriptions for the property and any easements provided as Word document(s) Certificate of survey prepared by a registered land surveyor.
- d. The data and supportive information detailing the proposed subdivision shall be the same as required for a preliminary plat as set forth in § 1202.35, Subd. 2. of this chapter. The Zoning Administrator may exempt the applicant from certain informational requirements.
- e. Additional information as determined necessary by the Zoning Administrator.

Subd. 3 Procedure.

- a. A pre-application meeting pursuant to § 1202.31 of this chapter is suggested prior to submitting a minor subdivision application.
- b. The owner or applicant shall submit an application for minor subdivision, together with all necessary supplementary information listed above.
- c. The Zoning Administrator shall refer the application to all appropriate city staff for review and comment.

- d. The Zoning Administrator shall distribute the request to other jurisdictions as appropriate.
- e. City Council Action.
  - (1) The City Council shall act upon the minor subdivision and may impose conditions and restrictions which are deemed necessary for compliance with City Code. Approval of the application requires a simple majority vote of the full City Council.
  - (2) The reasons for the City Council's action shall be recorded in the proceedings of the Council and transmitted in writing to the applicant.

Subd. 4 Criteria for Approval. In considering the minor subdivision application, the City Council shall consider the following factors:

- a. Conformance with this chapter, the Zoning Regulations, and all other applicable ordinances, rules and regulations; and
- b. Consistency with the Comprehensive Plan's vision, mission, values and policies.

Subd. 5 Post-Approval Actions.

- a. Prior to release of a Council resolution approving a minor subdivision for recording, the applicant shall submit the following:
  - (1) An up-to-date title opinion from within the last 30 days for review and approval by the City Attorney.
  - (2) Deeds in favor of the city for any easements or public right-of-way that may be required as part of the minor subdivision.
- b. The applicant must record the minor subdivision, and any required deeds for easements or street right-of-way, with the Hennepin County Recorder within one year of the date it receives the resolution approving the subdivision. Failure to record the subdivision within one year shall void the approval. No building permits shall be issued for new lots until the applicant has provided proof of recording.
- c. Prior to the expiration of a minor subdivision approval, an extension of the approval may be granted by the City Council upon the city's receipt of a request for extension. A request for an extension shall be in writing and filed with the city. The request for extension shall state facts showing a good faith attempt was made to meet the recording requirement.

### **1202.35 Preliminary Plat**

Subd. 1 Applicability. A preliminary plat application shall be submitted to the city when any of the following apply:

- a. The applicant is proposing to create three or more lots as part of a subdivision.
- b. The applicant is proposing to change the exterior boundaries of an existing plat.
- c. The proposed subdivision includes the creation or installation of any public improvements as identified in § 1202.50 Improvements.
- d. The property to be subdivided has a current metes and bounds legal description rather than a lot and block legal description.
- e. The proposed subdivision does not qualify to be processed as an administrative adjustment or minor subdivision.

Subd. 2 Submittal Requirements.

- a. The required number and format of the preliminary plat and application materials shall be determined by and submitted to the Zoning Administrator. The required filing fee as

- established by City Code § 1301.03 shall be paid and any necessary applications for variances from the provisions of this chapter shall be submitted with the required fee.
- b. The applicant shall prepare and submit a preliminary plat, together with any necessary supplementary information as described below. All plans shall include a graphic scale not to exceed 1 inch equal to 50 feet, north arrow, and date of preparation.
- (1) Complete application and fee as specified in the city's fee schedule.
  - (2) Proof of ownership of the property
  - (3) Existing and proposed legal descriptions for the property and any easements provided as Word document(s)
  - (4) Existing Conditions Survey prepared by a registered land surveyor.
    - (a) Topographic map with contour interval of two feet or less.
    - (b) Total acreage of proposed plat.
    - (c) Boundary lines of proposed plat and of adjoining property within 300 feet.
    - (d) Ownership of adjoining property within 300 feet, including all contiguous land owned or controlled by the applicant.
    - (e) Existing zoning classifications for land within and abutting the subdivision.
    - (f) Location, right-of-way widths and names of all existing or previously platted streets or other public or private ways, railroad and utility rights-of-way, parks and other public open spaces, permanent buildings and structures, easements and section and corporate lines within the tract and 300 feet beyond the tract.
    - (g) Location, width and names of all existing power transmission poles and lines.
    - (h) Calculations showing all impervious surface coverage with the total expressed in a percentage of the lot area.
  - (5) Preliminary Plat.
    - (a) Proposed name of subdivision. Names shall not duplicate or too closely resemble names of existing subdivisions within Hennepin County.
    - (b) Location of boundary lines in relation to a known section, quarter section or quarter-quarter section lines comprising a legal description of the property.
    - (c) Names and addresses of all persons having property interest, the applicant, designer and surveyor, together with the surveyor's registration number.
    - (d) Layout of proposed streets showing the right-of-way widths, centerline gradients, typical cross sections and proposed names of streets in conformance with City and County street identification policies.
    - (e) Locations and size of proposed sewer lines and watermains or water wells.
    - (f) Locations and widths of proposed curb cuts, driveways, access roads, alleys and pedestrian ways and trails.
    - (g) Location, dimension and purpose of all easements.
    - (h) Layout, numbers, lot areas and preliminary dimensions of lots and blocks. All lots shall be numbered clockwise in each block and blocks shall be numbered consecutively.
    - (i) Minimum front, side and rear building setback lines.
    - (j) When lots are located on a curve, the width of the lot at the building setback line.

- (k) Areas, other than streets, alleys, pedestrian ways and utility easements, dedicated or reserved for public use, including the size of the area or areas in square feet and acres.
  - (l) A statement of the proposed use of lots stating type of buildings with number of proposed dwelling units or type of business, so as to reveal the effect of the development on traffic, fire hazards and congestion of population.
- (6) Grading and Erosion Control Plan prepared and signed by licensed Civil Engineer.
- (a) Location and size of existing sewers, water mains, stormwater pipes, culverts, drainage tiles or other underground facilities within the tract and to a distance of 100 feet beyond the tract. The data as grades, invert elevations, locations of catch basins, manholes and hydrants shall also be shown.
  - (b) Topographic data, including contours at vertical intervals of not more than two feet. Watercourses, wetlands, woodland areas, rock outcrops, power transmission poles and lines, and other significant features shall also be shown.
  - (c) 100-year flood elevations, the regulatory flood protection, and boundaries of flood way and flood fringe areas, if known taking into consideration the Flood Insurance Study and Flood Insurance Rate Map.
  - (d) On a separate plan sheet provide proposed grading, including existing and proposed contours at vertical intervals of not more than two feet, proposed cut and fill areas, proposed building pads showing type of house (full basement, walkout, split entry and the like), elevations of lowest floor and garage floor, ordinary high water level, proposed storm water treatment devices with rate and volume control, and emergency overflow elevation and route.
  - (e) Layout of the proposed streets showing right-of-way widths, centerline gradients, and typical cross sections.
  - (f) Proposed fill, levees, channel modifications, and other methods to overcome flood or erosion hazard areas in acceptance with the Zoning Ordinance and by use of the 100-year flood profile and other supporting technical data in the Flood Insurance Study.
  - (g) A plan for soil erosion and sediment control both during construction and after development has been completed. The plan shall include gradients of waterways, design of velocity and erosion control measures, design of sediment control measures and landscaping of the erosion and sediment control system.
- (7) Wetlands delineation report.
- (8) Landscape plan addressing the requirements of the Zoning Code.
- (9) Utility plan showing public utilities, including water, sanitary sewer mains and service connections to be installed in accordance with the standards of the city.
- (10) Stormwater management plan with drainage calculations and map.
- (11) Tree preservation plan addressing the requirements of the Zoning Code.
- (12) Supplementary Information. Any or all of the supplementary information requirements set forth in this subdivision shall be submitted, when deemed necessary by the city staff, consultants, advisory bodies or City Council.

- (a) A vegetation preservation and protection plan that shows those trees proposed to be removed, those to remain and the types and locations of trees and other vegetation that are to be planted
- (b) Proposed protective covenants.
- (c) An accurate soils report of the subdivision prepared by a registered professional engineer qualified to perform and analyze soil materials under the laws of Minnesota.
  - 1. The soils report shall consist of test holes to a depth necessary to determine the various types of soils to be encountered before reaching a stable base and the static water table elevation. The test holes, when ordered by city authorities, shall be drilled at the expense of the owner or applicant and the information disclosed shall be furnished to the city, together with a copy of the proposed plat showing the location of each test hole.
  - 2. The information required by the city shall include a report as to the various types of soils encountered and their depths, the level of the ground water, a percolation test and may include additional information. The number of test holes to be drilled and their location on the property, which is proposed to be platted, will be as directed by the city or their authorized representative.
  - 3. The owner shall be required to furnish to the city a report from a recognized engineering laboratory as to the safety and practicability of the use of the area for building construction.
- (d) A survey prepared by a qualified landscape architect, forester or arborist identifying tree coverage in the proposed subdivision in terms of type, weakness, maturity, potential hazard, infestation, vigor, density and spacing.
- (e) Where the applicant owns property adjacent to that which is being proposed for the subdivision, it shall be required that the applicant submit a sketch plan of the remainder of the property so as to show the possible relationships between the proposed subdivision and the future subdivision. In any event, all subdivisions shall be required to relate well with existing or potential adjacent subdivision.
- (f) Where structures are to be placed on large or excessively deep lots that are subject to potential replat, the preliminary plat shall indicate a logical way in which the lots could potentially be subdivided in the future.
- (g) Additional information as may be required.

Subd. 3 Procedure.

- a. A pre-application meeting pursuant to § 1202.31 is suggested prior to submitting a preliminary plat application.
- b. The owner or applicant shall submit an application for preliminary plat, together with all necessary supplementary information listed above. The plan shall be considered as being officially submitted when all the information requirements have been complied with.
- c. Technical assistance reports. The Zoning Administrator shall instruct the appropriate staff persons to prepare technical reports and provide general assistance in preparing a recommendation to the Planning Commission and City Council.

- d. Review by other commissions or jurisdictions. The Zoning Administrator shall refer copies of the preliminary plat to the Park Commission, county, metropolitan, state or other public jurisdictions for their review and comment, where appropriate and when required.
  - e. Public Hearing.
    - (1) Upon receipt of a complete application, the Zoning Administrator shall set a public hearing for public review of the preliminary plat.
    - (2) Notice of the hearing shall contain a legal property description, description of request detailing property location and be published in the official newspaper no more than 30 and no less than 10 days prior to the hearing. Written notification of the hearing shall be mailed no more than 30 and no less than 10 days prior to the hearing to all owners of land within 750 feet of the boundary of the property in question.
    - (3) The city shall post a sign on the subject property indicating that the property is under development review.
    - (4) The Planning Commission shall conduct the hearing and report its findings and make recommendations to the City Council.
  - f. Planning Commission Action. The Planning Commission shall make a recommendation on the application to the City Council following the close of the public hearing.
  - g. City Council Action.
    - (1) Upon receiving a recommendation from the Planning Commission, the City Council shall act upon the preliminary plat and may impose conditions and restrictions which are deemed necessary for compliance with City Code.
    - (2) If a recommendation has not been received from the Planning Commission in a timely manner to meet the requirements of M.S. 462.358, the City Council may act on an application without receiving a Planning Commission recommendation.
    - (3) A request for a time extension of the City Council's review process may be granted by the City Council, if requested in writing by the applicant. Applications granted a time extension shall be subject to new or amended requirements of the City Code since the application was originally submitted.
    - (4) The reasons for the City Council's action shall be recorded in the proceedings of the Council and transmitted in writing to the applicant.
    - (5) Approval of the preliminary plat shall not constitute final acceptance of the layout. Subsequent approval will be required of the engineering proposals and other features and requirements as specified by this chapter to be indicated on the final plat. The City Council may require revisions in the preliminary plat and final plat as it deems necessary for the health, safety and general welfare of those living in and near the City.
- Subd. 4 Criteria for Approval. In considering the preliminary plat application, the City Council shall consider the following factors:
- a. Conformance with this chapter and all other applicable ordinances, rules, and regulations including the city's Zoning Regulations; and
  - b. Consistency with the Comprehensive Plan's vision, mission, values and policies.
- Subd. 5 Post-Approval Actions.

- a. If the preliminary plat is approved by the City Council, the applicant must submit the final plat within one year after the approval or approval of the preliminary plat shall be considered void, unless a request for time extension is submitted in writing and approved by the City Council prior to expiration of the one year period.
- b. A reasonable time extension will be considered by the City Council, if circumstances requiring the extension are beyond the control of the applicant.

### **1202.36 Final Plat**

#### Subd. 1 Submittal Requirements.

- a. The required number and format of the final plat and following required documents, together with any necessary supplementary application materials shall be determined by and submitted to the Zoning Administrator. The required filing fee as established by City Code § 1301.03 shall be paid.
- b. Final Plat. The Final Plat shall be prepared in accordance with provisions of Minnesota State Statutes and Hennepin County regulations, and the final plat shall contain the information listed below. All plans shall include a graphic scale not to exceed 1 inch equal to 50 feet, north arrow, and date of preparation.
  - (1) Subdivision name.
  - (2) Existing and proposed legal descriptions of the property.
  - (3) Name, address and signature of surveyor making the plat.
  - (4) The location of monuments shall be shown and described in reference to existing official monuments on the nearest established street lines, including true angles and distances to the reference points or monuments.
  - (5) Location of lots, streets, public highways, alleys, parks and other features with accurate dimensions in feet and decimals of feet, with the length of radii and arcs of all curves and with all other information necessary to reproduce the plat on the ground. Dimensions shall be shown from all angle points of curve to lot lines.
  - (6) Blocks and lots, clearly numbered.
  - (7) The exact locations, widths and names of all streets to be dedicated.
  - (8) Statement dedicating all streets, alleys and other public areas not previously dedicated as follows: streets, alleys and other public areas shown on this plat and not heretofore dedicated to public use are hereby so dedicated.
  - (9) The exact locations and widths of all easements to be dedicated.
  - (10) Statement dedicating all easements as follows: easements for installation and maintenance of utilities and drainage facilities are reserved over, under and along the strips marked "utility easements"
  - (11) Comply with rules and regulations of the Minnehaha Creek Watershed District, or Riley-Purgatory-Bluff Creek Watershed District, whichever District has jurisdiction or statement from the District indicating that it has no interest in the plat;
  - (12) Any supplementary engineering data required by the city.
- c. Final Grading, Erosion Control, and Stormwater Drainage Plan approved by the City Engineer. Provide evidence that ground water controls are provided at least ten feet below level of finished grades of plan.
- d. Final Utility Plan in accordance with the City of Shorewood Standard Specifications for Construction of Public Utilities and approved by the City Engineer.

- e. Final Tree Preservation Plan.
- f. Final Landscape plan.
- g. Specification book for construction of public improvements.
- h. Cost estimates for grading and all public and private improvements.
- i. Homeowners association documents, private covenants, of deed restrictions as applicable.
- j. Additional application materials as deemed necessary.
- k. Certification required.
  - (1) Certification by registered surveyor in the form required by M.S. § 505.03, as amended.
  - (2) Execution by all owners of any interest in the land or any holders of a mortgage thereon of the certificates required by M.S. § 505.03, as amended, and which certificate shall include a dedication of the utility easement and other public areas in the form as approved by the City Council.
  - (3) Space for certificates of approval and review, including the date of approval and spaces to be filled in by the signature of the Mayor and City Administrator/Clerk.

Subd. 2 Procedure.

- a. Submittal.
  - (1) Within one year after approval of the preliminary plat, the owner or applicant shall submit an application for final plat, together with all necessary supplementary information listed above.
  - (2) The final plat may constitute only that portion of the preliminary plat which the applicant proposes to record and develop at the time.
  - (3) The city may agree to review the preliminary and final plat simultaneously.
  - (4) The final plat shall incorporate all changes, modifications, and revisions required by the city in its approval of the preliminary plat. Otherwise, it shall strictly conform to the approved preliminary plat.
- b. Approval of the City Council.
  - (1) If accepted and all fees for processing the application have been paid, the final plat shall be approved by resolution, which shall provide for the acceptance of all agreements for basic improvements, public dedication, and other requirements as indicated by the City Council.
  - (2) If denied, the grounds for any refusal to approve a plat shall be set forth in the proceedings of the Council and reported to the person or persons applying for the approval.
- c. Development Agreement.
  - (1) If needed due to the subdivision, final plat approval shall be contingent upon the applicant's entrance into a development agreement with the city. Said agreement will require all improvements and approval conditions to comply with approved engineering standards and applicable regulations.
  - (2) The agreement shall be prepared by the city and shall ensure development performance based on approvals.
  - (3) The agreement shall address, but not be limited to, the following:
    - (a) Financial securities

- (b) Warranties
- (c) Development time lines
- (d) Remedies for default
- (e) Iron monuments
- (f) Improvements
- (g) City administration and construction observation
- (h) Permits
- (i) Erosion and sediment control
- (j) Maintenance
- (k) Park dedication
- (l) Sewer and water trunk utility charges

- d. Prior to recording or registering a final plat, the applicant shall have executed the development agreement with the city.
- e. As part of approval of the final plat, the City Administrator, or their designee, is authorized to execute the development agreement, stormwater management agreement, or other agreement noted in the City Council's resolution on the City Council's behalf.

Subd. 3 Criteria for Approval. In considering the final plat application, the City Council shall consider the following factors:

- a. Substantial conformance with the approved preliminary plat and all conditions of approval.
- b. Conformance with this chapter and all other applicable city policies, ordinances, rules and regulations.
- c. Consistency with the Comprehensive Plan's vision, mission, values, and policies.

Subd. 4 Post-Approval Actions.

- a. If the final plat is approved by the City Council, the applicant shall record the final plat and development agreement, if required, with the Hennepin County Recorder within one year after the approval or approval of the final plat shall be considered void, unless a request for time extension is submitted in writing and approved by the City Council.
- b. Prior to recording, the applicant shall furnish the Zoning Administrator with two blackline prints and a reproducible mylar of the final plat.
- c. Upon recording the plat, the applicant shall provide the Zoning Administrator with evidence of the recording.
- d. No building permits shall be issued for construction of any structure on any lot in the plat until the city has received evidence of the plat and development agreement being recorded by Hennepin County and the provisions of the development agreement have been satisfactorily met.

### **1202.37 Subdivision Variance**

Subd. 1 Applicability. Subdivisions which do not meet the requirements of this chapter may request a subdivision variance.

Subd. 2 Submittal Requirements.

- a. Complete application, fee and escrow as specified in city's fee schedule
- b. Legal description of the property

- c. Detailed written and graphic materials fully explaining the proposed variance request with the number of copies and format as specified by the Zoning Administrator.
- d. Explanation of practical difficulties
- e. Additional information as determined necessary by the Zoning Administrator

Subd. 3 Procedure.

- a. Upon receipt of a subdivision variance application, the Zoning Administrator shall refer the application to all appropriate city staff for review and comment.
- b. Public Hearing
  - (1) Upon receipt of a complete application, the Zoning Administrator shall set a public hearing for public review of the minor subdivision.
  - (2) Notice of the hearing shall contain a legal property description, description of request detailing property location and be published in the official newspaper no more than 30 and no less than 10 days prior to the hearing. Written notification of the hearing shall be mailed no more than 30 and no less than 10 days prior to the hearing to all owners of land within 500 feet of the boundary of the property in question.
- c. Planning Commission action.
  - (1) The Planning Commission shall review the application and consider possible adverse effects of the variance request. The Planning Commission's judgment shall be based upon (but not limited to) the conditions set forth in Subd. 4 below.
  - (2) The Planning Commission and city staff shall have the authority to request any additional information from the applicant deemed necessary to establish performance conditions pertaining to the request.
  - (3) The Planning Commission shall make a finding of fact and recommend the actions or conditions relating to the request as they deem necessary to carry out the intent and purpose of this chapter. The recommendation shall be in writing and accompanied by any report and recommendation of the city staff. The written recommendation of the Planning Commission shall be forwarded to the City Council.
- d. City Council action. Upon receiving the request and any report of the city staff, the city Council shall review and take action on the variance application and make a recorded finding(s) of fact.
  - (1) Approval of a request shall require passage by a simple majority vote of the full City Council.
  - (2) The Council may impose any condition it considers necessary to protect the public health, safety and welfare.

Subd. 4 Criteria for Approval.

- a. The City Council may grant a variance from strict compliance with the subdivision regulations contained in this chapter when it finds that all of the following exist:
  - (1) That the requested subdivision variance is consistent with the Comprehensive Plan and all other applicable city plans.
  - (2) That the requested variance is in harmony with the general purposes and intent of this chapter.
  - (3) There are special and highly unique circumstances or conditions affecting the property that are not common to other properties in the city and that the strict

application of the provisions of this chapter would deprive the applicant of the reasonable and minimum use of its land.

- (4) That the granting of the variance will not be detrimental to the public health or welfare or injurious to other property in the vicinity in which the property is situated.
- (5) That the applicant has established that there are special circumstances or conditions affecting the property not resulting from the actions of the applicant, such as exceptional topographic or water conditions or inadequate access to direct sunlight for solar energy systems, such that an unusual hardship to the owner would result if the strict letter of these regulations was to be carried out.

Subd. 5 Post-Approval Actions.

- a. City approval for a subdivision variance shall become null and void if, within one year after such approval, the subdivision variance has not been duly filed and recorded with the Hennepin County Recorder's Office.
- b. Upon recording, the applicant shall provide the Zoning Administrator with evidence of the recording.
- c. Violations of the conditions of a subdivision variance shall void the variance.

### **1202.38 Amendments**

Subd. 1 From time to time, the Planning Commission may, of its own motion, upon petition, or at the direction of the City Council, cause to be prepared amendments supplementing or changing regulations herein established.

Subd. 2 Before any proposed amendment can be acted on, a public hearing shall be held by the Planning Commission with notice given in the official newspaper at least 10 days prior to the hearing.

Subd. 3 Upon receiving the recommendation of the Planning Commission, the City Council shall study the Planning Commission's recommendation and approve or disapprove the amendment.

### **1202.39 Violations and Penalty**

Subd. 1 Violations.

- a. Sale of lots from unrecorded plats. It shall be a misdemeanor to sell, trade or otherwise convey any lot or parcel of land as a part of, or in conformity with, any plan, plat or replat of any subdivision or area located within the jurisdiction of this chapter unless the plan, plat or replat shall have first been recorded in the office of the County Recorder.
- b. Receiving or recording unapproved plats. It shall be unlawful for a private individual to receive or record in any public office any plans or plats of land laid out in building lots and streets, alleys or other portions of the same intended to be dedicated to public or private use or for the use of purchasers or owners of lots fronting on or adjacent thereto, and located within the jurisdiction of this chapter, unless the same shall bear thereon, by endorsement or otherwise, the approval of the City Council.
- c. Misrepresentation as to authority to file or for the construction, supervision or inspection of improvements.
  - (1) It shall be unlawful for any person, firm or corporation to misrepresent their authority to file an application.

- (2) It shall be unlawful for any person, firm or corporation owning an addition or subdivision of land within the city to represent that any improvement upon any of the streets, alleys or avenues of the addition or subdivision or any sewer in the addition or subdivision has been constructed according to the plans and specifications approved by the City Council or has been supervised or inspected by the city, when the improvements have not been so constructed, supervised, or inspected.

Subd. 2 Penalty. Anyone violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable by a fine and imprisonment as provided in State Statutes.

## **1202.40 Design Standards**

### **1202.41 General**

Subd. 1 The design features of the subdivision shall meet the requirements set forth by the City Engineering Guidelines. The city may improve additional or more stringent requirements as deemed appropriate considering the property being subdivided.

Subd. 2 Political boundaries. No singular plat shall extend over a political boundary without legal notification to and approval by affected units of government.

Subd. 3 Provisions for resubdivision of large lots and parcels.

- a. All contiguous land owned by the same property owner shall be included in the plat.
- b. When a tract is subdivided into larger than required building lots or parcels, the lots or parcels shall be so arranged as to permit the logical location and openings of future streets and appropriate resubdivision with provision for adequate utility connections for the resubdivision.
- c. Streets and utilities shall be extended to the boundary of the plat.
- d. Watercourses.
  - (1) Watercourses shall be contained within abutting lots.
  - (2) Watercourses shall be protected by easement to the anticipated high water level (as determined by the city. Lots with easements protecting watercourses shall have sufficient dimensions and area above the high water level.
- e. Monuments.
  - (1) Official monuments, as designated and adopted by the Hennepin County Surveyor's Office and approved by the Hennepin County District Court for use as judicial monuments, shall be set at each corner or angle on the outside boundary of the final plat or in accordance with a plan as approved by the City Engineer. The boundary line of the property to be included within the plat shall be fully dimensioned on the plat. All angles of the boundary, excepting the closing angle, are to be indicated on the plat and all monuments and surveyor's irons are to be indicated on the plat. Each angle point of the boundary perimeter shall be so monumented.
  - (2) Location of monuments within the plat. Pipes or steel rods shall be placed at each lot and at each intersection of street right-of-way lines. All United States, state, county or other official bench marks, monuments or triangular stations in or adjacent to the property shall be preserved in precise position and shall be recorded on the plat.

- (3) Second monumentation. To ensure that all irons and monuments are correctly in place following the final grading of a plat, a second monumentation shall be required. Proof of the second monumentation shall be in the form of a surveyor's certificate and this requirement shall additionally be a condition of certificate of occupancy as provided for in the Shorewood Zoning Ordinance. As an alternative the applicant's surveyor may, upon approval by the City Engineer, place official monuments within the plat after the site grading has been completed, but no later than one year after the recording of the plat. In such cases a letter of credit or cash escrow in form and dollar amount acceptable to the city shall be submitted to guarantee that the monumentation will be completed.

### **1202.42 Protected Areas**

Subd. 1 Where land proposed for subdivision is deemed environmentally sensitive by the city because of the existence of wetlands, drainage ways, water courses, floodprone areas or steep slopes, the design of the subdivision shall clearly reflect all necessary measures of protection to insure against adverse environmental impact.

Subd. 2 Based upon the necessity to control and maintain certain sensitive areas, the city shall determine whether the protection will be accomplished through lot enlargement, redesign, conservation easement, dedication of those sensitive areas in the form of outlots or through the use of protective covenants in Planned Unit Developments.

Subd. 3 Measures of protection shall include design solutions that allow for construction and grading involving a minimum of alteration to sensitive areas. Where these areas are to be incorporated into lots within the proposed subdivision, the applicant shall be required to demonstrate that the proposed design will not require construction on slopes that exceed 12% or result in significant alteration to the natural drainage system, such that adverse impacts cannot be confined within the plat boundary.

Subd. 4 Tree preservation and reforestation. Natural vegetation shall be protected in accordance with the Shorewood Tree Preservation and Reforestation Policy.

### **1202.43 Lots and Blocks**

Subd. 1 All lot and block dimensions shall be shown on the plat and all necessary angles pertaining to the lots and blocks, as an aid to future surveys shall be shown on the plat.

Subd. 2 Blocks.

- a. Block length. In general, intersecting streets determining block lengths shall be provided at intervals so as to serve cross-traffic adequately and to meet existing streets. In blocks longer than 1,000 feet, pedestrian ways or easements through the block may be required in locations deemed necessary for convenient pedestrian circulation.
- b. Block width. The width of the block shall normally be sufficient to allow two tiers of lots of appropriate depth unless it adjoins a railroad, arterial or collector street, lake, wetland, park street or other natural feature where it may have a single tier of lots. Blocks intended for commercial use shall be of the width as to be considered most suitable for their respective use, including adequate space for off-street parking and deliveries.

Subd. 3 Lots.

- a. Size.

- (1) The minimum lot area, width and depth shall not be less than that established by the Shorewood Zoning Ordinance in effect at the time of adoption of the final plat.
  - (2) To eliminate any doubt as to the interpretation of lot size, the minimum lot square footage shall not include arterial right-of-way, public waters, public waters wetlands, city designated wetlands, areas protected through a publicly held conservation easement, and portions of property protected by regulations, including bluffs and historic sites.
  - (3) No lots less than the minimum square footage provided by the Shorewood Zoning Ordinance for the area involved shall be authorized by this chapter except upon the granting of a variance in accordance with the Shorewood Zoning Ordinance.
- b. Corner lots. Corner lots for residential use shall have additional width to permit appropriate building setbacks from both streets as required in the Zoning Ordinance.
  - c. Flag lots. Flag lots shall only be used when it can be demonstrated through a subdivision variance that an alternative lot arrangement meeting the density requirements of the Comprehensive Plan is not possible due to unique lot characteristics such as shape, topography, wetlands or public waters.
  - d. Double-frontage lots.
    - (1) Double-frontage lots that have frontage on two parallel streets shall not be permitted, except where lots back on arterial streets or highways or where topographic or other conditions render subdividing otherwise unreasonable.
    - (2) Double-frontage lots shall have an additional depth of at least 20 feet in order to provide space screening along the rear lot line.
  - e. Irregularly shaped lots are discouraged. Where such lots are proposed, the development shall demonstrate to the city an ability to properly place principal buildings and accessory structures on the site in a manner which is compatible in size and character to the surrounding area.
  - f. Side Lot Lines.
    - (1) In general, side lot lines shall be at right angles to street lines or radial to curving street lines unless a variation from the rule will give a better street or lot plan, or unless topographic conditions necessitate a different arrangement.
    - (2) Lots which have a side lot line along an arterial street shall include an additional 15 feet of lot width to provide screening.
  - g. Lot frontage. Every lot must have adequate frontage on a city-approved street to accommodate a driveway and required driveway setbacks, as required in the Shorewood Zoning Ordinance.
  - h. Setback lines. Setback or building lines shall be shown on all lots intended for residential use and shall not be less than the setback required by the Shorewood Zoning Ordinance, as may be amended.
  - i. Access.
    - (1) Each lot shall directly access a public street unless a subdivision has received approval from the City Council for a private street or access easement.
    - (2) Where proposed residential lots abut a collector or arterial street, they should be platted in such a manner as to encourage turn-around access - and egress on each lot.

- (3) In new subdivisions, there shall be no direct vehicular access from residential lots to arterial streets.
- (4) In cases where a proposed plat is adjacent to a county or state highway, the plat shall be subject to county and/or state approval.
- j. Drainage. Lots shall be graded so as to provide drainage away from building locations, subject to City Engineering Guidelines and the approval of the City Engineer. A grading plan shall be submitted showing all lot grading and drainage provisions.
- k. Features. In the subdividing of any land, due regard shall be shown for all natural features such as tree growth, watercourses, historic sites or similar conditions which, if preserved, will add attractiveness and stability to the proposed development.
- l. Lot remnants. Remnants of land below minimum lot size, except in instances of cluster zoning, shall be added to adjacent lots rather than remaining as unusable parcels. Building permits shall not be issued for remnants.
- m. Outlots.
  - (1) An outlot is not buildable. A building permit shall not be issued for an outlot.
  - (2) An outlot may be used to set aside land to be platted at a later time. At the time of the platting, a resubdivision sketch for the outlot shall be required.
  - (3) An outlot may be used to preserve open space with an easement in favor of the City.

## **1202.44 Street and Alley Design**

### Subd. 1 General Requirements

- a. Streets shall be designed to comply with the standards set forth in the City's Engineering Guidelines.
- b. Minimum design standards for major collector streets shall comply with Minnesota Department of Transportation State Aid Standards.
- c. All proposed streets shall conform to city, county and state plans and standards and be offered for dedication as public streets unless:
  - (1) The streets are part of a planned unit development (PUD) for two-family dwellings or townhouses.
    - (a) The private street shall be located on a separate outlot and encumbered with an easement.
    - (b) A homeowners association shall be established to oversee ownership and operation private street.
    - (c) The private street is established within an easement at least 50 feet wide from the public street up to and including the lot(s) being created.
    - (d) The shared driveway improvements are deemed adequate for their intended use and comply with fire code requirements.
  - (2) Otherwise determined by the City Council after a recommendation from the City Engineer.
- d. Street plans for future subdivisions. Where the plat to be submitted includes only part of the tract owned or intended for development by the applicant, a tentative plan of a proposed future street system for the unsubdivided portion shall be prepared and submitted by the applicant and a temporary turnaround shall be provided.

### Subd. 2 Street Layout.

- a. Continuous streets.

- (1) Except for cul-de-sacs, streets shall connect with streets already dedicated in adjoining or adjacent subdivisions, provide for future connections to adjoining unsubdivided tracts or shall be a reasonable projection of streets in the nearest subdivided tracts.
  - (2) Dead-end streets are prohibited, except for cul-de-sac streets as specified in this subsection.
  - (3) The arrangement of arterials and collector streets shall be considered in their relation to the reasonable circulation of traffic, to topographic conditions, to run-off of storm water, to public convenience and safety and in their appropriate relation to the proposed uses of the area to be served.
- b. Local streets. Local streets should be planned as to discourage their use by non-local traffic.
- c. Cul-de-sac Streets.
- (1) Cul- de-sac streets shall be permitted where topography or other physical conditions justify their use.
  - (2) Cul-de-sac streets shall not be longer than 700 feet including a terminal turn-around which shall be provided at the closed end. The cul-de-sac shall have a right-of-way radius of not less than 100 feet.
  - (3) Temporary cul-de-sac. In those instances where a street is terminated pending future extension in conjunction with future subdivision, a temporary turn-around facility shall be provided at the closed end in conformance with cul-de-sac requirements.
- d. Frontage roads.
- (1) Wherever the proposed subdivision contains or is adjacent to the right-of-way of a state highway or an arterial street, provision may be made for a marginal access street approximately parallel and adjacent to the boundary of the right-of-way or for a street at a distance suitable for the appropriate use of land between the street and right-of-way.
  - (2) The distance shall be determined with due consideration of the minimum distance required for lot depths.
- e. Half-streets. Half-streets shall be prohibited, except where essential to the reasonable development of the subdivision and adjoining unsubdivided areas.
- f. Private streets shall be designed to meet fire lane standards from Chapter 607 Uniform Fire Code.
- g. Street intersections.
- (1) Streets shall be laid out so as to intersect as nearly as possible at right angles, except where topography or other conditions justify variations.
  - (2) Angles formed by the intersection of two streets shall comply with the provisions of the City Engineering Guidelines.
  - (3) Under no conditions shall the minimum angle of intersection of streets be less than 80 degrees.
  - (4) Street intersection jogs with an offset of less than 125 feet shall be avoided.
- h. Street right-of-way width.

- (1) Street right-of-way widths shall conform with following standards and be dedicated on the final plat, or by easement in the case of minor subdivisions:
    - (a) Arterial street: 100 feet.
    - (b) Collector street: 60 feet.
    - (c) Local street: 50 feet.
  - (2) All subdivisions incorporating streets which are identified in the Hennepin County Thoroughfare Plan shall comply with the minimum right-of-way, surfaced width and design standards as outlined in the plan.
  - i. Street grades.
    - (1) Except upon the recommendation of the City Engineer, and the topography warrants a greater maximum, the grades in all streets, thoroughfares, collector streets, local streets and alleys in any subdivision shall not be greater than 8%.
    - (2) In addition, there shall be a minimum center line grade on all streets and thoroughfares of not less than 1%.
  - j. Reverse curves. Minimum design standards for collector and arterial streets shall comply with Minnesota State Aid Standards.
  - k. Curbs and gutters. Concrete curbs and gutters shall be required on all streets.
  - l. Hardship to owners of adjoining property. The arrangement of streets in a new subdivision shall make provision for the continuation and proper intersection of streets into the adjoining, undeveloped property.
  - m. Boulevards. Boulevards shall be uniformly finished to match the top of the curb and sodded or seeded to present a finished appearance.
- Subd. 3 Street dedications.
- a. All streets within the subdivision shall be dedicated as public streets on the plat unless it is a private street that is located within an easement or is otherwise allowed under this Chapter.
  - b. Streets in new subdivisions shall be laid out so as to eliminate or avoid new perimeter half streets.
    - (1) Where an existing half-street is adjacent to a new subdivision, the other half of the street shall be dedicated and improved by the applicant.
    - (2) The City Council may authorize a new perimeter street if the applicant dedicates and agrees to improve the entire required street right-of-way width within the subdivision boundaries.
  - c. When a subdivision borders an existing substandard street or street needing improved, the applicant shall be required to dedicate and improve as its expense those areas for widening or improvement. Such streets shall be dedicated and improved to the full width as required by the subdivision regulations when the applicant's application contribute to the need for the street expansion.
- Subd. 4 Street naming.
- a. The name of any street heretofore used in the City or its environs shall not be used unless the proposed street is a logical extension of an already named street, in which event the same name shall be used.

## **1202.45 Non-Motorized Connections**

Subd. 1 Non-motorized connections shall be established in accordance with the City's Comprehensive Plan, along natural features, such as lakes and wetlands, and in other areas where trails will serve an important transportation or recreational purpose as recommended and approved by the City Council.

Subd. 2 Land to be used for non-motorized corridors shall be dedicated to the City as a parcel or as an easement for public purposes.

Subd. 3 Any trail constructed by the applicant shall be constructed in accordance with the City Engineer's Guidelines.

Subd. 4 Any new sidewalk constructed by the applicant shall be similar in width and design to existing trails but no narrower than what is recommended in the City Engineer's Guidelines.

## **1202.46 Easements**

Subd. 1 Easements.

- a. Easements shall be dedicated on the plat instrument for the required use.
- b. Width and location.
  - (1) An easement for utilities at least 10 feet wide shall be provided on the complete perimeter of the lot.
  - (2) An easement at least 7.5 feet in width on either side of a utility main shall be provided. The width of the easement may be increased by the City Engineer due to the depth of the utility main or the complexity of the utility main design.
  - (3) If necessary for the extension of City water or sewer lines or similar utilities, drainage purposes or to incorporate wetlands, easements of greater width may be required along lot lines or across lots.
- c. Continuous utility easement locations. Utility easements shall connect with easements established in adjoining properties.
- d. Easements, when approved, shall not thereafter be changed without the approval of the City Council following the process required in M.S. § 462.358 and M.S § 412.851.
- e. Guy wires. Additional easements for pole guys should be provided, where appropriate, at the outside of turns. Where possible, lot lines shall be arranged to bisect the exterior angle so that pole guys will fall along side lot lines.

## **1202.47 Utilities**

Subd. 1 The applicant shall install sewer and water mains and service connections, which are stubbed to the property line, to serve all lots in the subdivision.

Subd. 2 A sewer shall be connected on all properties which are abutting a street, alley, public sewer easement or right-of-way in which there is located a public sanitary sewer. This shall not apply to city park facilities.

Subd. 3 All utility facilities, including but not limited to telephone, CATV, natural gas and electric power, shall be located underground. Such utilities shall be placed within a joint trench unless otherwise approved by the City Engineer. Whenever existing utility facilities are located above ground, except when existing on public roads and right-of-way, they shall be removed and placed underground. Underground service connections to the street property line of each platted lot shall be installed at the applicant's expense. At the discretion of the city, the requirement for service connections to each lot may be waived in the case of

adjoining lots to be retained in single ownership and intended to be developed for the same primary use.

## **1202.48 Drainage and Erosion Control**

Subd. 1 Storm drainage. All subdivision design shall incorporate adequate provisions for storm water runoff consistent with the Shorewood Comprehensive Water Resource Management Plan, Minnesota Pollution Control Agency (MPCA), and National Pollutant Discharge Elimination System (NPDES) permit. Storm water design shall be subject to review and approval of the City Engineer. An agreement for maintenance and inspection for the private storm water system must be in place before construction can commence.

Subd. 2 Existing topography. The development shall conform to the natural limitations presented by topography and soil so as to create the least potential for soil erosion.

Subd. 3 Limitations on exposed ground. Land shall be developed in increments of workable size that adequate erosion and siltation controls can be provided as construction progresses. The smallest practical area of land shall be exposed at any one period of time. When soil is exposed, the exposure shall be for the shortest feasible period of time, as specified in the development agreement.

Subd. 4 Staging. Erosion and siltation control measures shall be coordinated with the different stages of construction. Appropriate control measures shall be installed prior to development when necessary to control erosion.

Subd. 5 Commencement of work. No filling, grading or clearing of vegetation shall occur on the site during the processing of the plat until the final plat has been approved by the City Council. Violation of this provision shall make the application null and void.

Subd. 6 Removal/replacement of topsoil. Where the topsoil is removed, sufficient arable soil shall be set aside for respreading over the developed area. Topsoil shall be restored or provided to a depth of four inches and shall be of a quality at least equal to the soil quality prior to development.

## **1202.50 Improvements**

### **1202.51 Improvements Required**

Subd. 1 All of the required improvements specified in this chapter shall be constructed in accordance with the State Building Code and all other applicable city, county and state regulations.

Subd. 2 If public improvements are required for a subdivision, or if impacts to public improvements are proposed as part of a subdivision, the applicant shall execute a development agreement in accordance with the requirements of § 1202.36 Final Plat.

Subd. 3 Community facilities improvements.

- a. Sanitary sewer system. Municipal sanitary sewer facilities shall be provided for all proposed subdivisions and all lots within the subdivision shall be served by the municipal sanitary sewer system.
- b. Water system. Municipal water facilities shall be provided for all proposed subdivisions and all lots within the subdivision shall be served by the municipal water system.

Subd. 4 Semi-public utilities. Telephone, cable television, internet, electric and gas service shall be installed underground in accordance with the provisions of all applicable City ordinances.

Subd. 5 Street Improvements.

- a. Conformance with city standards. All street improvements shall be designed and conform to the Minnesota Department of Transportation Road Design Manual, Section 5-291.523, and the City of Shorewood Department of Public Works Standard Specifications and Detail Plates. Design and construction specifications shall be subject to the review and approval of the City Engineer.
- b. Acceptance of streets. No street within the city will be accepted as a public street, except under the following conditions:
  - (1) The final bituminous wear course shall not be placed until the time as the approved bituminous base course has been placed and has sustained one full winter and spring season. Prior to placement of the wearing surface, the applicant shall obtain written approval by the City Engineer. Failure to obtain the approval shall result in removal and replacement of the wearing surface at no expense to the City.
  - (2) The applicant shall be responsible for all snowplowing, sanding and maintenance of all roadways within a proposed subdivision until the time as the final lift of bituminous wearing course has been placed, the City Engineer has reviewed and recommended acceptance by the city, and City Council has accepted the project, pursuant to inspections.
  - (3) The street will not be accepted until the City Council has received a recommendation from the City Engineer that this street is in good condition and not breaking up or deteriorating in any way. Upon receipt of the recommendation, the City Council will consider a resolution accepting the street as a public street for snowplowing and maintenance.
- c. Street lighting fixtures as may be required by the City Council shall be installed.
- d. The City Council may require the provision of sidewalks on arterials, collectors and other streets in proximity to public service areas such as parks, schools or shopping facilities or in other appropriate locations of a similar nature. The design of the sidewalks shall be considered in their relation to existing and planned sidewalks, reasonable circulation of traffic, topographic conditions, run-off of stormwater and the proposed uses of the area to be served.

Subd. 6 Utility Improvements.

- a. All required utility improvements shall be inspected during the course of construction by the City Engineer at the applicant's expense and acceptance shall be subject to the City Engineer's determination.

Subd. 7 Election by city to install improvements. It is the applicant's responsibility to install all required improvements. Pursuant to city policy, the applicant may petition the city for the installation of required improvements. The city also reserves the right to elect to install all or any part of the improvements required under the provisions of this chapter in lieu of requiring the applicant to install the improvements, pursuant to M.S. Chapter 429.

**1202.52 Financial Guarantee**

Subd. 1 Financial guarantee. Prior to the delivery of the approved final plat, the applicant shall deposit with the city financial security in an amount of 150% of the City Engineer's estimated cost of the required improvements within the plat, either in a cash escrow or letter of credit. The surety involved in the financial guarantees shall be approved by the city. Release of the cash escrow or letter of credit shall be conditioned upon:

- a. The making and installing of all of the improvements required by the terms and conditions set forth by the city within one year.
- b. Satisfactory completion of the work and payment therefore, which was undertaken by the applicant in accordance with the developer's agreement referred to above.
- c. The payment by the applicant to the city of all expenses incurred by the city, which expenses shall include, but not be limited to, expenses for engineering, planning, fiscal, legal, construction and administration. In instances where a letter of credit is used in lieu of a cash escrow, the letter of credit shall be in a form satisfactory to the city.

Subd. 2 Maintenance guarantee. The city shall require an applicant to submit a warranty/maintenance guarantee in the form of a letter of credit or cash deposit in the amount of 25% of the original cost of the improvements, or as approved by the city Engineer, which shall be in force for two years following the final acceptance of any required improvements and shall guarantee satisfactory performance of the improvement.

### **1202.53 Inspection**

Subd. 1 As-built drawings. "As-built" drawings of all required improvements as required by the City Engineer shall be furnished to the City by the applicant in the format and quantity indicated by the City Engineer at no cost to the City. The "as-built" drawings and files shall meet format requirements of the City Engineer. The "as-built" drawings shall be certified to be true and accurate by the registered professional engineer responsible for the installation of the improvements.

Subd. 2 Inspection/reimbursement of city expenses. All of the required improvements to be installed under the provisions of this chapter shall approved by and subject to the inspection of the City Engineer or designees. The City Engineer shall assign a field representative to observe the project from initial construction through completion and acceptance by the city. All of the city's expenses incurred as the result of the requirement improvements shall be paid to the city by the applicant.

## **1202.60 Park Dedication**

### **1202.61 Dedication Required**

Subd. 1 Because a new subdivision creates a need for parks, playgrounds and open space, it is hereby found and declared, that pursuant to M.S. § 462.358, a reasonable portion of such land shall be dedicated to the public or preserved for conservation purposes or for public use as parks, playgrounds, trails, wetlands, or open space.

Subd. 2 At the time of subdivision, the applicant shall dedicate 8 percent of the total area of each new subdivision for public use as parks, playgrounds, recreation facilities, trails, or public open space.

Subd. 3 If the City Council determines that land is not needed in the area of the proposed subdivision, the city may alternatively require payment of a sum of money equivalent to 8 percent of the value of the raw land required.

Subd. 4 If the City Council determines that land is needed in the development, but in a lesser amount than the required amount, the City Council may require payment of cash in lieu of land dedication based on a pro-rata share of the land dedication that otherwise would be required.

Subd. 5 This dedication shall be in addition to the land dedicated for streets, alleys, trails or sidewalks along streets, storm water ponds or other public purposes.

Subd. 6 Credit for previous park dedication.

- a. Previously subdivided property from which a park dedication has been received, being re-subdivided with the same number of lots, is exempt from park dedication requirements.
- b. If, as a result of re-subdividing the property, the number of lots is increased, then the park dedication or per-lot cash fee must apply only to the net increase of lots.
- c. If a property being subdivided has existing homes and there is no documentation of previous dedication or payment of park dedication, then no credit for park dedication shall be given.

### **1202.62 Land Suitability**

Subd. 1 The area intended to be dedicated must be suitable for parks and playgrounds and shall conform to city plans for parks, trails or open space within the city.

Subd. 2 The city shall not be required to accept land which will not be usable for parks, trails or open space or which would require extensive expenditures on the part of the city to make them usable.

Subd. 3 The city will not give park dedication credit for floodplains, wetlands, stormwater ponding areas, land encumbered by gas pipeline or other utility easements, slopes of more than 20% grade or for required sidewalks or trails within road rights of way.

Subd. 4 All land dedicated for parks, trails, and/or open space shall be designed to incorporate natural features as much as possible, such as rivers, streams, wildlife habitats, woodlands, and ponding areas.

Subd. 5 Improvements to Dedicated Land.

- a. As part of the subdivision approval, the applicant shall be responsible for making certain improvements to dedicated park land, including, but not limited to, finish grading, ground cover, construction of trails and clearly identifying park and trail boundaries with city-approved markers.
- b. The applicant shall preserve all existing trees to the greatest extent possible during the grading process on the land that is to be dedicated for a park, trail or open space.
- c. When the city's Comprehensive Plan identifies a trail or trails to be constructed in the land to be subdivided, the applicant shall be required to pay for the construction of the trail improvements. The construction specifications of trails shall be determined by City Staff. Whenever possible, trails shall connect with existing trails and/or sidewalks.

### **1202.63 Modification of Requirements**

Subd. 1 No credit to the requirements of § 1202.61 will be given for private open space, park, recreational facilities, or trails.

Subd. 2 The dedication requirements are presumptively appropriate. An applicant for affordable housing or senior housing may request a deviation from the presumptive requirements based upon: the anticipated impact of that particular subdivision; or proposed parks, open space, recreational or common areas and facilities open to the public as designated on development plans. The request must be made to the City Council as part of an application

for final plat approval. The City Council, after consideration of the request, may modify or reduce the requirements of this section.

Subd. 3 If the applicant disputes the amount of the proposed cash contribution in lieu of the land dedication, the applicant, at their own expense, may obtain an appraisal of the property. The appraisal shall be made by an approved Member of the Appraisal Institute (MAI), or equivalent real estate appraisal societies. If the city disputes such appraisal, the city may, at the applicant's expense, obtain an appraisal of the property by a qualified real estate appraisal.

## **1202.64 Required Actions**

Subd. 1 Prior to the dedication of the required property, the developer shall:

- a. Indicate separate lots or outlots on the plat drawings for the area(s) to be dedicated. Such lots or outlots shall be deeded to the City prior to the issuance of any building permits within the plat.
- b. Provide a survey with topographic data, including contours at vertical intervals of at least two feet, watercourses, wetlands, marshes, rock outcrops, easements, utilities and vegetative data. Portions of any property dedicated to the public for park, trail and open space purposes to be used for borrow and fill activities elsewhere in the development shall be clearly identified.
- c. Provide the city with evidence of title in a form acceptable to the city attorney or a title insurance policy insuring the city's interest in the property. In any dedication of required land, the developer must have good and marketable title to the land, free and clear of any mortgages, liens, encumbrances or assessments, except easements or minor imperfections of title acceptable to the city.

Subd. 2 Prior to the paying of a cash fee in lieu of land dedication, the payment of such fee shall be required as follows:

- a. For residential developments, the fee shall be paid prior to the city's release of the signed final plat Mylars for recording with Hennepin County. The exception is that in the case of multiple-family residential developments where the site plan review occurs after the time of final plat approval, the fee shall be paid prior to the issuance of any building permits.
- b. For non-residential developments, the fee shall be paid prior to issuance of any building permits within the subdivision. A pro-rated portion of the fee may be deferred if the applicant proposes to construct significantly less square footage than the site supports, provided that any remaining fees shall be paid if and when additional square footage is constructed on the site in the future.
- c. In plats that include outlots for future development, the applicant may pay to the city:
  - (1) the required dedication for the entire subdivision including the outlots
  - (2) the required dedication excluding such outlots, provided that the park dedication requirement shall be satisfied when such outlots are replatted.

## **1202.65 Timing**

Subd. 1 The requirements of this section for dedication of land or for contribution of cash in lieu of land shall apply at the time of final subdivision approval. If the plat is not recorded within

one year of approval and the City Council approves an extension, then the applicant is responsible for paying any increases to the fee.

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

**RESOLUTION 25-044**

**A RESOLUTION APPROVING THE SUMMARY PUBLICATION FOR ORDINANCE 617 AMENDING SHOREWOOD CITY CODE TITLE 900 PUBLIC RIGHT-OF-WAY AND PROPERTY AND TITLE 1200 ZONING AND SUBDIVISION REGULATIONS**

**WHEREAS**, at a duly called meeting on April 28, 2025, the City Council of the City of Shorewood adopted Ordinance No. 618 entitled “**A RESOLUTION APPROVING THE SUMMARY PUBLICATION FOR ORDINANCE 617 AMENDING SHOREWOOD CITY CODE TITLE 900 PUBLIC RIGHT-OF-WAY AND PROPERTY AND TITLE 1200 ZONING AND SUBDIVISION REGULATIONS**”; and,

**WHEREAS**, Ordinance No. 617 repeals and replaces City Code 1202 Subdivision Regulations and also amends City Code 903.15 and 1201.03; and,

**WHEREAS**, the amendments are proposed to implement the Comprehensive Plan direction regarding an update to the City’s subdivision ordinance, and the direction of the City Council; and,

**WHEREAS**, Ordinance No. 617 is lengthy; and

**WHEREAS**, as authorized by Minnesota Statutes, Section 412.191, subd. 4, the City Council has determined that publication of the title and summary of the ordinance will clearly inform the public of the intent and effect of the ordinance.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD:**

1. The City Council finds that the above title and summary of Ordinance No. 617 clearly informs the public of the intent and effect of the Ordinance.
2. The City Clerk is directed to publish Ordinance No. 617 by title and summary, pursuant to Minnesota Statutes, Section 412.191, Subdivision 4.
3. A full copy of the Ordinance is available at Shorewood City Hall during regular office hours and on the city’s website.

**ADOPTED** by the Shorewood City Council on this 28th day of April, 2025.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**



**Title/Subject:** 2025 Mill & Overlay & Eureka Road Bids Results and Contract  
City Project 24-10, 23-01

**Meeting Date:** Monday, April 28, 2025

**Prepared by:** Andrew Budde, City Engineer

**Reviewed by:** Matt Morreim, Director of Public Works

**Attachments:** Overview Maps, Bid Tabulation, Contract, and Resolution

**Background:**

At the March 10th Council Meeting, staff had presented the final plans and specification for the 2025 Mill & Overlay project and Council had given authorization to advertise and open bids for the project. The following roadways are included in the 2025 mill & overlay project:

- Orchard Circle
- Portion of Wild Rose Lane
- Sylvan Lane
- Smithtown Circle
- Eureka Road-north of Smithtown
- Portion of Country Club Rd
- Portion of Yellowstone Trail
- Shorewood Oaks Drive
- Oak Leaf Trail
- Maple Leaf Circle
- Burlwood Court
- Boulder Bridge Drive
- Boulder Bridge Lane

Bids for the project were opened on April 17, 2025. A total of six bids were received and the low bidder is submitted by GMH Asphalt Corporation, Inc. from Chaska, MN. The bids are summarized below:

<b>Bidder:</b>	<b>Total Bid:</b>
GMH Asphalt Corporation	\$1,071,646.13
Valley Paving, Inc.	\$1,113,372.00
Northwest Asphalt, Inc.	\$1,179,183.55
Bituminous Roadways, Inc	\$1,224,511.15
Asphalt Surface Technologies Corp.	\$1,238,394.39
Park Construction Company	\$1,350,481.64

Staff has reviewed all the bids and based on the low bid from GMH Asphalt Corporation, the construction costs of the project are 25% below the engineer’s estimate of \$1,429,525. The bids

received indicate that the bidding process was competitive. The project is to be substantially completed by August 22, 2025, and final completion by September 12, 2025. Staff continue to be in process of securing permits from Hennepin County Regional Rail Authority, Three Rivers Park District, Minnehaha Creek Watershed, and the National Pollution Discharge Elimination System (NPDES) permit.

**Financial or Budget Considerations:**

Costs for this work have been budgeted for in the Capital Improvement Plan and would utilize a combination of Street Reconstruction Fund, Water Fund, Stormwater Management Fund, and Municipal State Aid (MSA) Construction Funds. The city has budgeted the following for the project:

<b>Fund:</b>	<b>CIP Budget Item:</b>	<b>Code:</b>	<b>Amount:</b>
404-Street	2025 M&O and Striping	LR-99-100	\$735,000.00
404-Street	Eureka Rd-north	ST-23-03	\$63,000.00
404-Street	Pavement Maintenance	LR-99-099	\$160,000.00 (of \$310,000)
601-Water	2025 M&O and Striping	LR-99-100	\$52,500.00
<u>631-Storm</u>	<u>Catch Basin Reconstruction</u>	<u>STM-99-01</u>	<u>\$53,000.00</u>
		Subtotal:	\$1,063,500.00
<u>405-MSA</u>	<u>Eureka Rd-north</u>	<u>ST-23-03</u>	<u>\$567,000.00</u>
		Subtotal:	\$567,000.00
		<b>Overall Budget Total:</b>	<b>\$1,630,500.00</b>

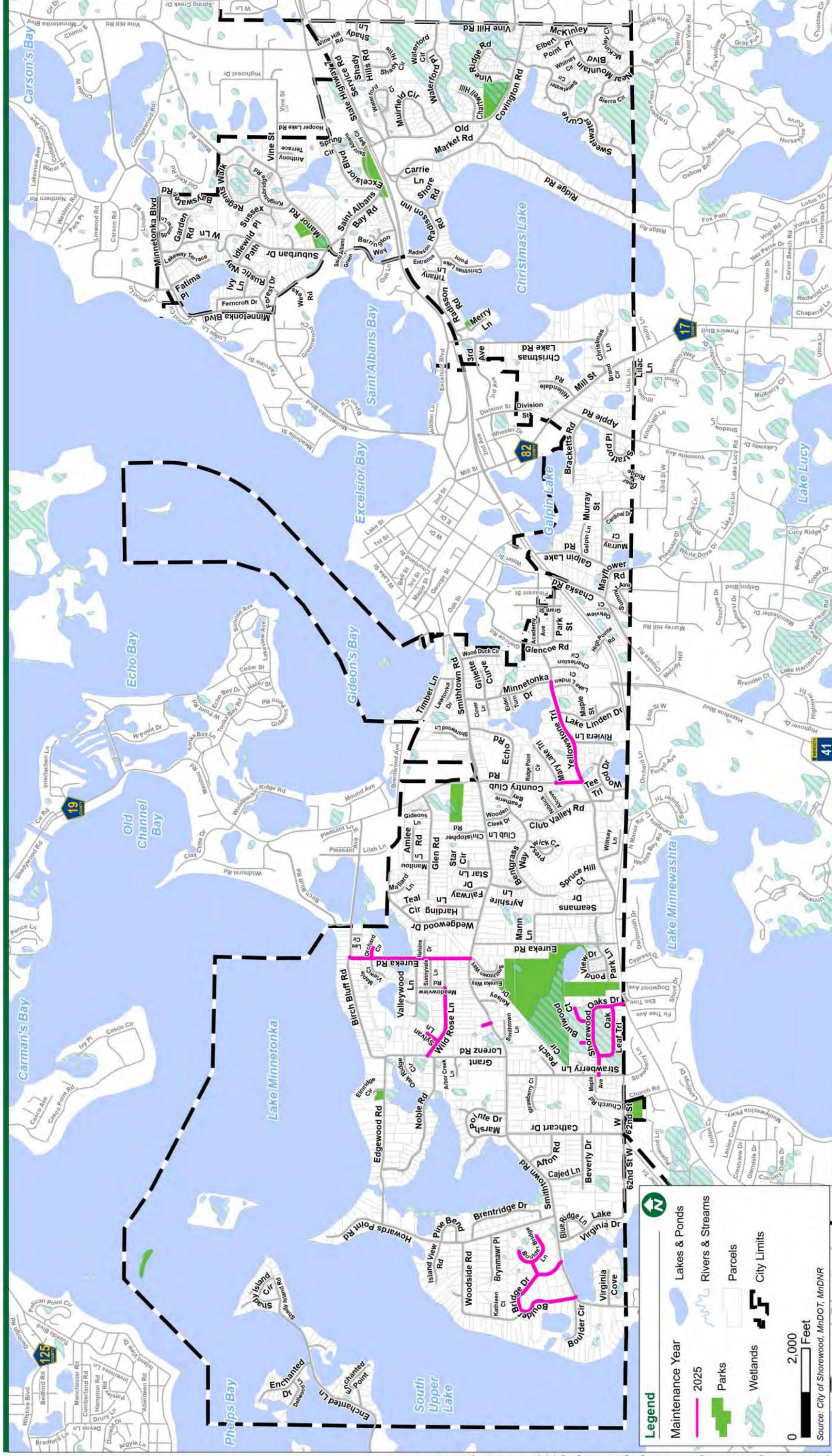
Three Rivers Park District has agreed to contribute \$5,000 towards the cost of the pedestrian ramp construction. An agreement was on the consent agenda and was contingent upon the award of this contract.

Based on the low bidder and accounting for project related costs for engineering, inspection, surveying, and permitting the estimated total project cost is \$1,286,000, or \$344,500 under the overall budget. Both the MSA and local funded portions of the project are under budget. The locally funded portion is \$781,000, or \$282,000 under budget. The MSA funded portion is \$505,000, or \$62,000 under budget. Since the project is well under budget staff is considering adding some scope of work to the project that may include some additional streets or the removal of additional ash trees along the corridor. If pursued, staff will present the information at a future council meeting for discussion and approval.

**Action Requested:**

Motion to adopt the attached resolution accepting bids and awarding the contract for the 2025 Mill & Overlay, City Project 24-10, and Eureka Road project, City Project 23-01 to GMH Asphalt Corporation.

Motion, second and simple majority required.





**City of Shorewood**

**Project Bid Tabulation**

**2025 MILL & OVERLAY**

BMI PROJECT NO. 24X.136948.000

Soliciting agent:

Bolton & Menk, Inc.

Contact:

Andrew Budde, P.E.

Bid Date:

04/17/2025 10:00 PM CDT

Firm	Total Bid
GMH Asphalt Corporation	\$1,071,645.13
Valley Paving, Inc.	\$1,113,372.00
Northwest Asphalt, Inc.	\$1,179,183.55
Bituminous Roadways, Inc.	\$1,224,511.15
Asphalt Surface Technologies Corp.	\$1,238,394.39
Park Construction Company	\$1,350,481.64

Engineer's Opinion of Cost - Base Bid

**\$1,429,525.00**

***I hereby certify that this is a true and correct tabulation of the bids as received on April 17, 2025 for the 2025 Mill & Overlay, City Project 24-10.***

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

**ABSTRACT OF BIDS**

2025 MILL & OVERLAY  
 CITY OF SHOREWOOD  
 SAP 216-108-002, SAP 216-114-001, SAP 216-110-001  
 BMI # 24X.136948.000

ITEM NO.	MN/DOT SPEC NO.	BID ITEM	APPROX. QUAN.	UNIT	Engineer's Estimate		GMH Asphalt Corporation		Valley Paving, Inc.		Northwest Asphalt, Inc.		Bituminous Roadways, Inc.		Asphalt Surface Technologies Corp.		Park Construction Company		
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
<b>STATE AID STREETS</b>																			
1	2021.501	MOBILIZATION	1	LUMP SUM	\$50,000.00	\$50,000.00	\$14,000.00	\$22,000.00	\$22,000.00	\$20,550.00	\$20,550.00	\$25,000.00	\$38,000.00	\$38,000.00	\$58,400.00	\$58,400.00			
2	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$10,000.00	\$10,000.00	\$9,220.00	\$4,300.00	\$4,300.00	\$4,510.00	\$4,510.00	\$10,000.00	\$4,400.00	\$4,400.00	\$4,080.00	\$4,080.00			
3	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	1	LUMP SUM	\$10,000.00	\$10,000.00	\$185.00	\$2,400.10	\$2,400.10	\$2,112.00	\$2,112.00	\$6,000.00	\$2,500.00	\$2,500.00	\$1,730.00	\$1,730.00			
4	2101.501	CLEARING & GRUBBING	1	LUMP SUM	\$2,000.00	\$2,000.00	\$5,592.00	\$2,900.00	\$2,900.00	\$3,080.00	\$3,080.00	\$3,000.00	\$3,080.00	\$3,080.00	\$13,300.00	\$13,300.00			
5	2101.502	CLEARING	56	EA	\$600.00	\$33,600.00	\$174.00	\$9,744.00	\$9,744.00	\$182.00	\$10,192.00	\$9,800.00	\$181.50	\$10,164.00	\$612.00	\$34,272.00			
6	2101.502	GRUBBING	56	EA	\$500.00	\$28,000.00	\$89.70	\$5,023.20	\$4,984.00	\$94.00	\$5,264.00	\$5,040.00	\$93.50	\$5,236.00	\$204.00	\$11,424.00			
7	2104.502	REMOVE CASTING	1	EACH	\$250.00	\$250.00	\$313.00	\$313.00	\$200.00	\$250.00	\$250.00	\$250.00	\$275.00	\$275.00	\$440.00	\$440.00			
8	2104.502	REMOVE SIGN	16	EACH	\$50.00	\$800.00	\$42.20	\$675.20	\$42.00	\$704.00	\$704.00	\$44.00	\$704.00	\$44.00	\$704.00	\$40.80	\$652.80		
9	2104.602	REMOVE SIGN SPECIAL	8	EACH	\$100.00	\$800.00	\$42.20	\$337.60	\$63.00	\$504.00	\$528.00	\$66.00	\$528.00	\$44.00	\$352.00	\$40.80	\$326.40		
10	2104.503	REMOVE CURB & GUTTER	30	LIN FT	\$10.00	\$300.00	\$8.50	\$255.00	\$16.00	\$480.00	\$450.00	\$15.00	\$450.00	\$11.00	\$330.00	\$29.00	\$870.00		
11	2104.503	SALVAGE RETAINING WALL	29	LIN FT	\$20.00	\$580.00	\$10.90	\$316.10	\$62.00	\$1,798.00	\$870.00	\$30.00	\$870.00	\$30.80	\$893.20	\$52.60	\$1,525.40		
12	2104.504	REMOVE BITUMINOUS PAVEMENT (ANY THICKNESS)	319	SQ YD	\$18.00	\$5,742.00	\$10.50	\$3,349.50	\$14.00	\$4,466.00	\$3,987.50	\$12.50	\$6,380.00	\$14.74	\$4,702.06	\$10.30	\$3,285.70		
13	2104.504	REMOVE CONCRETE DRIVEWAY	170	SQ YD	\$20.00	\$3,400.00	\$12.85	\$2,184.50	\$23.00	\$3,910.00	\$4,250.00	\$25.00	\$4,250.00	\$14.74	\$2,505.80	\$13.30	\$2,261.00		
14	2106.507	EXCAVATION - COMMON (EV)	724	CU YD	\$50.00	\$36,200.00	\$12.50	\$9,050.00	\$37.00	\$26,788.00	\$45.00	\$32,580.00	\$45.00	\$32,580.00	\$33.22	\$24,051.28	\$53.40	\$38,661.60	
15	2106.601	SITE GRADING	1	LS	\$5,000.00	\$5,000.00	\$15,000.00	\$4,200.00	\$4,200.00	\$15,000.00	\$15,000.00	\$15,000.00	\$5,000.00	\$13,200.00	\$432.00	\$432.00			
16	2231.604	BITUMINOUS PATCH SPECIAL	294	SQ YD	\$70.00	\$20,580.00	\$36.90	\$10,848.60	\$40.00	\$11,760.00	\$44.27	\$13,015.38	\$50.00	\$14,700.00	\$51.15	\$15,038.10	\$57.30	\$16,846.20	
17	2232.504	MILL BITUMINOUS SURFACE (2")	13,026	SQ YD	\$3.00	\$39,078.00	\$3.20	\$41,683.20	\$2.40	\$31,262.40	\$1.73	\$22,534.98	\$2.00	\$26,052.00	\$1.98	\$25,791.48	\$1.90	\$24,749.40	
18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	1,433	TON	\$95.00	\$136,135.00	\$82.95	\$118,867.35	\$85.00	\$121,805.00	\$81.39	\$116,631.87	\$80.00	\$114,640.00	\$86.13	\$123,424.29	\$85.60	\$122,664.80	
19	2360.509	TYPE SP 9.5 LEVELING COURSE MIXTURE (2,B)	358	TON	\$105.00	\$37,590.00	\$0.01	\$3.58	\$75.00	\$26,850.00	\$82.53	\$29,545.74	\$80.00	\$28,640.00	\$108.35	\$38,789.30	\$96.40	\$34,511.20	
20	2504.602	ADJUST GATE VALVE & BOX	13	EACH	\$500.00	\$6,500.00	\$790.00	\$10,270.00	\$550.00	\$7,150.00	\$577.50	\$7,507.50	\$350.00	\$4,550.00	\$275.00	\$3,575.00	\$413.00	\$5,369.00	
21	2504.602	RELOCATE HYDRANT	1	EACH	\$5,000.00	\$5,000.00	\$6,513.00	\$6,513.00	\$8,800.00	\$8,800.00	\$3,720.00	\$3,720.00	\$7,500.00	\$5,890.50	\$5,890.50	\$5,710.00	\$5,710.00		
22	2506.602	ADJUST FRAME & RING CASTING (SPECIAL)	31	EACH	\$1,000.00	\$31,000.00	\$1,196.00	\$37,076.00	\$1,030.00	\$31,930.00	\$935.00	\$28,985.00	\$1,500.00	\$46,500.00	\$1,039.50	\$32,224.50	\$885.00	\$27,435.00	
23	2506.502	ADJUST FRAME & RING CASTING	1	EACH	\$1,000.00	\$1,000.00	\$686.00	\$686.00	\$625.00	\$625.00	\$720.50	\$720.50	\$2,000.00	\$1,039.50	\$1,039.50	\$885.00	\$885.00		
24	2506.502	CASTING ASSEMBLY	3	EACH	\$1,200.00	\$3,600.00	\$750.00	\$2,250.00	\$1,100.00	\$3,300.00	\$1,200.00	\$3,600.00	\$2,000.00	\$1,511.40	\$4,534.20	\$1,180.00	\$3,540.00		
25	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN G	12	LIN FT	\$700.00	\$8,400.00	\$1,015.00	\$12,180.00	\$840.00	\$10,080.00	\$795.00	\$9,540.00	\$1,500.00	\$1,265.00	\$15,180.00	\$890.00	\$10,680.00		
26	2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	4	LIN FT	\$700.00	\$2,800.00	\$1,019.00	\$4,076.00	\$1,385.00	\$5,540.00	\$853.00	\$3,412.00	\$2,000.00	\$1,815.00	\$7,260.00	\$894.00	\$3,576.00		
27	2501.502	12" RC PIPE APRON	1	EACH	\$1,000.00	\$1,000.00	\$3,198.00	\$3,198.00	\$1,455.00	\$1,455.00	\$1,800.00	\$1,800.00	\$3,500.00	\$1,040.60	\$1,040.60	\$2,810.00	\$2,810.00		
28	2503.503	12" RC PIPE SEWER CLASS V	60	LIN FT	\$90.00	\$5,400.00	\$103.00	\$6,180.00	\$89.00	\$5,340.00	\$98.00	\$5,880.00	\$130.00	\$68.20	\$4,092.00	\$90.30	\$5,418.00		
29	2511.509	RANDOM RIPRAP CLASS III	7	TON	\$150.00	\$1,050.00	\$215.00	\$1,505.00	\$200.00	\$1,400.00	\$149.00	\$1,043.00	\$220.00	\$143.00	\$1,001.00	\$189.00	\$1,323.00		
30	2521.518	6" CONCRETE WALK	179	SQ FT	\$20.00	\$3,580.00	\$21.15	\$3,785.85	\$8.00	\$1,432.00	\$19.02	\$3,404.58	\$18.50	\$3,311.50	\$7.70	\$1,378.30	\$20.10	\$3,597.90	
31	2521.518	3" BITUMINOUS WALK	287	SQ FT	\$5.00	\$1,435.00	\$4.50	\$1,291.50	\$6.00	\$1,722.00	\$4.70	\$1,348.90	\$4.00	\$1,148.00	\$4.18	\$1,199.66	\$7.45	\$2,138.15	
32	2531.503	CONCRETE CURB & GUTTER DESIGN B618	1,432.00	LIN FT	\$40.00	\$57,280.00	\$31.15	\$44,606.80	\$24.50	\$35,084.00	\$31.90	\$45,680.80	\$29.00	\$41,528.00	\$24.20	\$34,654.40	\$32.00	\$45,824.00	
33	2531.504	6" CONCRETE DRIVEWAY	91.00	SQ YD	\$120.00	\$10,920.00	\$72.10	\$6,561.10	\$89.00	\$8,099.00	\$79.92	\$7,272.72	\$80.00	\$7,280.00	\$93.50	\$8,508.50	\$67.80	\$6,169.80	
34	2531.618	TRUNCATED DOMES	2.00	SQ FT	\$75.00	\$150.00	\$99.05	\$198.10	\$99.00	\$198.00	\$99.00	\$198.00	\$90.00	\$180.00	\$104.50	\$209.00	\$93.10	\$186.20	
35	2540.603	INSTALL RETAINING WALL	29.00	LIN FT	\$50.00	\$1,450.00	\$30.90	\$896.10	\$190.00	\$5,510.00	\$50.00	\$1,450.00	\$400.00	\$11,600.00	\$55.00	\$1,595.00	\$26.30	\$762.70	
36	2564.602	INSTALL SIGN TYPE SPECIAL	16.00	EACH	\$250.00	\$4,000.00	\$317.00	\$5,072.00	\$312.00	\$4,992.00	\$330.00	\$5,280.00	\$300.00	\$4,800.00	\$330.00	\$5,280.00	\$306.00	\$4,896.00	
37	2564.602	FURNISH SIGN POSTS	8	EACH	\$500.00	\$4,000.00	\$158.00	\$1,264.00	\$156.00	\$1,248.00	\$165.00	\$1,320.00	\$150.00	\$1,200.00	\$165.00	\$1,320.00	\$153.00	\$1,224.00	
38	2564.618	SIGN TYPE C	16	SF	\$60.00	\$960.00	\$106.00	\$1,696.00	\$163.00	\$2,608.00	\$171.00	\$2,736.00	\$100.00	\$1,600.00	\$110.00	\$1,760.00	\$102.00	\$1,632.00	
39	2573.502	STORM DRAIN INLET PROTECTION	3	EACH	\$200.00	\$600.00	\$106.00	\$318.00	\$100.00	\$300.00	\$125.00	\$375.00	\$175.00	\$525.00	\$165.00	\$495.00	\$204.00	\$612.00	
40	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	5	LIN FT	\$3.00	\$15.00	\$26.40	\$132.00	\$40.00	\$200.00	\$3.50	\$17.50	\$10.00	\$50.00	\$11.00	\$55.00	\$10.20	\$51.00	
41	2575.604	HYDRAULIC MULCH MATRIX W/ SEED MIX 25-151	3,332	SQ YD	\$2.50	\$8,330.00	\$1.68	\$5,597.76	\$1.70	\$5,664.40	\$3.50	\$11,662.00	\$1.75	\$5,831.00	\$1.90	\$6,330.80	\$1.80	\$5,997.60	

ITEM NO.	MM/DOT SPEC NO.	BID ITEM	APPROX. QUAN.	UNIT	Engineer's Estimate			GMH Asphalt Corporation			Valley Paving, Inc.			Northwest Asphalt, Inc.			Bituminous Roadways, Inc.			Asphalt Surface Technologies Corp.			Park Construction Company		
					UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE
42	2574.507	ORGANIC TOPSOIL BORROW	185	CY	\$65.00	\$12,025.00	\$0.01	\$1.85	\$61.00	\$11,285.00	\$66.78	\$12,354.30	\$55.00	\$10,175.00	\$60.50	\$11,192.50	\$79.00	\$14,615.00							
43	2582.503	4" DBLE SOLID LINE MULTI COMP - YELLOW	4,763	LIN FT	\$2.00	\$9,526.00	\$1.33	\$6,334.79	\$1.30	\$6,191.90	\$1.39	\$6,620.57	\$1.25	\$5,953.75	\$1.30	\$6,191.90	\$1.30	\$6,191.90							
44	2582.503	4" SOLID LINE MULTI COMP - WHITE	9,526	LIN FT	\$1.00	\$9,526.00	\$0.66	\$6,287.16	\$0.70	\$6,668.20	\$0.70	\$6,668.20	\$0.65	\$6,191.90	\$0.65	\$6,191.90	\$0.64	\$6,096.64							
45	2582.503	24" SOLID LINE MULTI COMP - WHITE	12	LIN FT	\$16.00	\$192.00	\$25.30	\$303.60	\$25.00	\$300.00	\$26.40	\$316.80	\$24.00	\$288.00	\$26.40	\$316.80	\$24.50	\$294.00							
46	2582.518	CROSSWALK PAINT	32	SQ FT	\$10.00	\$320.00	\$19.00	\$608.00	\$19.00	\$608.00	\$19.80	\$633.60	\$18.00	\$576.00	\$19.80	\$633.60	\$18.40	\$588.80							
47	2575.601	LANDSCAPE ALLOWANCE	1	ALLOWANCE	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00							
<b>STATE AID STREETS TOTAL:</b>						<b>\$615,114.00</b>		<b>\$420,536.44</b>		<b>\$453,642.00</b>		<b>\$464,602.44</b>		<b>\$511,420.15</b>		<b>\$481,586.17</b>		<b>\$543,056.19</b>							
<b>LOCAL STREETS</b>																									
48		MOBILIZATION	1	LUMP SUM	\$50,000.00	\$50,000.00	\$38,855.00	\$38,855.00	\$41,000.00	\$41,000.00	\$27,700.00	\$27,700.00	\$35,000.00	\$35,000.00	\$38,000.00	\$38,000.00	\$48,500.00	\$48,500.00							
49		TRAFFIC CONTROL	1	LUMP SUM	\$10,000.00	\$10,000.00	\$19,009.00	\$19,009.00	\$4,600.00	\$4,600.00	\$14,840.00	\$14,840.00	\$5,000.00	\$5,000.00	\$4,180.00	\$4,180.00	\$3,880.00	\$3,880.00							
50		STREET SWEEPER (WITH PICKUP BROOM)	1	LUMP SUM	\$10,000.00	\$10,000.00	\$185.00	\$185.00	\$2,900.00	\$2,900.00	\$6,336.00	\$6,336.00	\$11,500.00	\$11,500.00	\$3,850.00	\$3,850.00	\$3,470.00	\$3,470.00							
51		CLEARING & GRUBBING	1	LUMP SUM	\$1,000.00	\$1,000.00	\$4,537.00	\$4,537.00	\$2,900.00	\$2,900.00	\$3,100.00	\$3,100.00	\$3,000.00	\$3,000.00	\$3,080.00	\$3,080.00	\$13,300.00	\$13,300.00							
52		CLEARING	14	EACH	\$5,999.00	\$83,386.00	\$174.00	\$2,436.00	\$172.00	\$2,408.00	\$182.00	\$2,548.00	\$175.00	\$2,450.00	\$181.50	\$2,541.00	\$612.00	\$8,568.00							
53		GRUBBING	14	EACH	\$600.00	\$8,400.00	\$89.70	\$1,255.80	\$89.00	\$1,246.00	\$94.00	\$1,316.00	\$90.00	\$1,260.00	\$93.50	\$1,309.00	\$408.00	\$5,712.00							
54		REMOVE CASTING	9.00	EACH	\$250.00	\$2,250.00	\$313.00	\$2,817.00	\$150.00	\$1,350.00	\$250.00	\$2,250.00	\$500.00	\$4,500.00	\$275.00	\$2,475.00	\$308.00	\$2,772.00							
55		REMOVE SIGN	28	EACH	\$50.00	\$1,400.00	\$42.20	\$1,181.60	\$42.00	\$1,176.00	\$44.00	\$1,232.00	\$40.00	\$1,120.00	\$44.00	\$1,232.00	\$40.80	\$1,142.40							
56		REMOVE DRAINAGE STRUCTURE	9	EACH	\$1,000.00	\$9,000.00	\$670.00	\$6,030.00	\$605.00	\$5,445.00	\$2,010.00	\$18,090.00	\$650.00	\$5,850.00	\$1,724.80	\$15,523.20	\$383.00	\$3,447.00							
57		REMOVE CURB & GUTTER	584	LIN FT	\$10.00	\$5,840.00	\$8.50	\$4,964.00	\$12.50	\$7,300.00	\$12.10	\$7,066.40	\$10.00	\$5,840.00	\$9.46	\$5,524.64	\$23.50	\$13,724.00							
58		REMOVE BITUMINOUS PAVEMENT (ANY THICKNESS)	16	SQ YD	\$18.00	\$288.00	\$10.50	\$168.00	\$29.00	\$464.00	\$12.50	\$200.00	\$20.00	\$320.00	\$22.00	\$352.00	\$21.10	\$337.60							
59		REMOVE CONCRETE DRIVEWAY	18	SQ YD	\$20.00	\$360.00	\$12.85	\$231.30	\$30.00	\$540.00	\$25.00	\$450.00	\$35.00	\$630.00	\$26.40	\$475.20	\$25.60	\$460.80							
60		REMOVE AND REPLACE SIGN POST ASSEMBLY	6	EACH	\$500.00	\$3,000.00	\$75.00	\$450.00	\$208.00	\$1,248.00	\$484.00	\$2,904.00	\$300.00	\$1,800.00	\$500.00	\$3,000.00	\$1,020.00	\$6,120.00							
61		BITUMINOUS PATCH SPECIAL	195	SQ YD	\$70.00	\$13,650.00	\$26.90	\$5,245.50	\$40.00	\$7,800.00	\$37.95	\$7,400.25	\$50.00	\$9,750.00	\$51.15	\$9,974.25	\$57.30	\$11,173.50							
62		MILL BITUMINOUS SURFACE (1.5")	35,532	SQ YD	\$2.25	\$79,947.00	\$3.20	\$113,702.40	\$1.75	\$62,181.00	\$1.21	\$42,993.72	\$1.00	\$35,532.00	\$1.43	\$50,810.76	\$1.85	\$65,734.20							
63		TYPE SP 9.5 WEARING COURSE (2.8)	2,931	TON	\$95.00	\$278,445.00	\$82.95	\$243,126.45	\$90.00	\$263,790.00	\$83.12	\$243,624.72	\$80.00	\$234,480.00	\$88.00	\$257,928.00	\$86.70	\$254,117.70							
64		TYPE SP 9.5 LEVELING COURSE MIXTURE (2.8)	977	TON	\$105.00	\$102,585.00	\$0.01	\$9.77	\$71.00	\$69,367.00	\$83.12	\$81,208.24	\$80.00	\$78,160.00	\$109.01	\$106,502.77	\$98.80	\$96,527.60							
65		ADJUST GATE VALVE & BOX	22	EACH	\$500.00	\$11,000.00	\$790.00	\$17,380.00	\$550.00	\$12,100.00	\$577.50	\$12,705.00	\$350.00	\$7,700.00	\$275.00	\$6,050.00	\$412.00	\$9,064.00							
66		ADJUST FRAME & RING CASTING	47	EACH	\$1,000.00	\$47,000.00	\$1,196.00	\$56,212.00	\$1,030.00	\$48,410.00	\$935.00	\$43,945.00	\$1,500.00	\$70,500.00	\$1,023.00	\$48,081.00	\$934.00	\$43,898.00							
67		ADJUST FRAME & RING CASTING	4	EACH	\$1,000.00	\$4,000.00	\$0.01	\$0.04	\$1,350.00	\$5,400.00	\$935.00	\$3,740.00	\$1,750.00	\$7,000.00	\$1,023.00	\$4,092.00	\$933.00	\$3,732.00							
68		ADJUST FRAME & RING CASTING	17	EACH	\$700.00	\$11,900.00	\$686.00	\$11,662.00	\$700.00	\$11,900.00	\$720.50	\$12,248.50	\$1,750.00	\$29,750.00	\$1,023.00	\$17,391.00	\$934.00	\$15,878.00							
69		CASTING ASSEMBLY	9	EACH	\$1,200.00	\$10,800.00	\$750.00	\$6,750.00	\$1,100.00	\$9,900.00	\$1,200.00	\$10,800.00	\$1,950.00	\$17,550.00	\$1,804.00	\$16,236.00	\$1,090.00	\$9,810.00							
70		CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	17	LIN FT	\$500.00	\$8,500.00	\$2,326.00	\$39,542.00	\$1,300.00	\$22,100.00	\$1,022.00	\$17,374.00	\$1,250.00	\$21,250.00	\$1,787.50	\$30,387.50	\$2,040.00	\$34,680.00							
71		CONSTRUCT DRAINAGE STRUCTURE DESIGN 4022	12	LIN FT	\$800.00	\$9,600.00	\$1,861.00	\$22,332.00	\$1,125.00	\$13,500.00	\$1,055.00	\$12,660.00	\$1,500.00	\$18,000.00	\$1,595.00	\$19,140.00	\$1,630.00	\$19,560.00							
72		6" CONCRETE WALK	158	SQ FT	\$20.00	\$3,160.00	\$21.15	\$3,341.70	\$8.00	\$1,264.00	\$19.02	\$3,005.16	\$20.00	\$3,160.00	\$7.70	\$1,216.60	\$20.10	\$3,175.80							
73		3" BITUMINOUS WALK	885	SQ FT	\$5.00	\$4,425.00	\$4.50	\$3,982.50	\$5.00	\$4,425.00	\$4.70	\$4,159.50	\$4.00	\$3,540.00	\$4.18	\$3,699.30	\$7.85	\$6,947.25							
74		CONCRETE CURB & GUTTER DESIGN B61.8	300	LIN FT	\$40.00	\$12,000.00	\$21.15	\$6,345.00	\$31.00	\$9,300.00	\$31.90	\$9,570.00	\$29.00	\$8,700.00	\$24.20	\$7,260.00	\$32.00	\$9,600.00							
75		INSTALL SIGN TYPE SPECIAL	28	EACH	\$250.00	\$7,000.00	\$317.00	\$8,876.00	\$312.00	\$8,736.00	\$330.00	\$9,240.00	\$300.00	\$8,400.00	\$330.00	\$9,240.00	\$306.00	\$8,568.00							
76		SIGN TYPE C	7	SQ FT	\$60.00	\$420.00	\$106.00	\$742.00	\$163.00	\$1,141.00	\$156.00	\$1,092.00	\$100.00	\$700.00	\$110.00	\$770.00	\$102.00	\$714.00							
77		STORM DRAIN INLET PROTECTION	34	EACH	\$200.00	\$6,800.00	\$106.00	\$3,604.00	\$100.00	\$3,400.00	\$125.00	\$4,250.00	\$150.00	\$5,100.00	\$165.00	\$5,610.00	\$204.00	\$6,936.00							
78		SEDIMENT CONTROL LOG TYPE STRAW	1,050	LIN FT	\$3.00	\$3,150.00	\$2.22	\$2,331.00	\$3.30	\$3,465.00	\$3.50	\$3,675.00	\$2.50	\$2,625.00	\$2.97	\$3,118.50	\$2.30	\$2,415.00							
79		HYDRAULIC MULCH MATRIX W/ SEED MIX 25-151	11,188	SQ YD	\$2.50	\$27,970.00	\$1.68	\$18,795.84	\$1.75	\$19,579.00	\$3.50	\$39,158.00	\$1.75	\$19,579.00	\$1.75	\$19,579.00	\$1.70	\$19,019.60							
80		ORGANIC TOPSOIL BORROW	879	CU YD	\$65.00	\$57,135.00	\$0.01	\$8.79	\$5.00	\$4,395.00	\$66.78	\$58,699.62	\$55.00	\$48,345.00	\$60.50	\$53,179.50	\$79.00	\$69,441.00							
81		CAT 3N EROSION CONTROL BLANKET	1	ALLOWANCE	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00							
<b>LOCAL STREETS TOTAL:</b>						<b>\$814,411.00</b>		<b>\$651,108.69</b>		<b>\$659,730.00</b>		<b>\$714,581.11</b>		<b>\$713,091.00</b>		<b>\$756,808.22</b>		<b>\$807,425.45</b>							
<b>TOTAL BID (STATE AID STREETS + LOCAL STREETS):</b>						<b>\$1,429,525.00</b>		<b>\$1,071,645.13</b>		<b>\$1,113,372.00</b>		<b>\$1,179,183.55</b>		<b>\$1,224,511.15</b>		<b>\$1,238,394.39</b>		<b>\$1,350,481.64</b>							

# AGREEMENT FORMS

This Agreement is by and between City of Shorewood (“Owner”) and \_\_\_\_\_ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Project 24X.136948.000 - 2025 Mill & Overlay

## ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

## ARTICLE 3—ENGINEER

3.01 The Owner has retained Bolton & Menk, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Bolton & Menk, Inc.

## ARTICLE 4—CONTRACT TIMES

4.01 Time Is of The Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Substantial Completion

- A. Substantial completion shall be defined as:

1. The date when construction is sufficiently completed so that the owner can occupy or use the improvement for the intended purpose.
2. For streets, highways, and bridges, the date when construction-related traffic devices and ongoing inspections are no longer required.
3. The Contractor acknowledges that ongoing inspections are required until the conditions of all construction permits for this project are met and specifically during the following work activities: excavation, backfilling, underground utilities including water, sanitary, and storm sewer, compaction, aggregate base, paving, and removal of all traffic control signage and erosion control temporary best management practices.

4.03 Contract Times: Dates

4.04 The work will be substantially completed on or before 08/22/25, and completed and ready for final payment in accordance with Paragraph 15.06 of Section 00 72 00 “General Conditions” of this Project Manual on or before 09/12/25.

4.05 Milestones

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):

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1. Milestone 1 – Wear course paving for streets with any concrete curb & gutter shall be completed within 21 calendar days from the date any adjust frame & ring casting or curb removals begin on that street. Pavement milling is not allowed until all utility adjustments are made and concrete curb & gutter has been placed.
2. Milestone 2 – Wear course paving for streets without concrete curb & gutter shall be completed within 5 calendar days from the date the pavement is milled. Pavement milling is not allowed until all utility adjustments are made.

4.06 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  1. Substantial Completion: Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

**ARTICLE 5—CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.
  - C. For all awarded Work, at the prices stated in Contractor’s Bid, attached hereto as an exhibit.
  - D. The Work awarded shall include:
    1. Base Bid
    2. \_\_\_\_\_

## ARTICLE 6—PAYMENT PROCEDURES

### 6.01 Submittal and Processing of Payments

- A. Applications for Payment shall be submitted and processed in accordance with Article 15 of the General Conditions or as modified by the Supplemental Conditions.

### 6.02 Progress Payments; Retainage

- A. Owner shall make progress payments during performance of the work on the basis of Contractor's Applications for Payment dated on or about the 25th day of each month of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 95% percent of the value of the Work completed (with the balance being retainage).
    - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Within 60 days of the date of Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 99 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 250 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment and all final paperwork is completed. Final paperwork is defined as documents required by the contract which may include but are not limited to:
  - 1. Operations Manuals, record documents, and submittals required by the contract documents, and
  - 2. Payroll documents for projects with prevailing wage requirements, and
  - 3. IC 134, and
  - 4. Lien Releases, if required.
    - a. Mn Department of Commerce Form 40.5.1.
    - b. <http://www.commerce.state.mn.us/UCB/40.5.1.pdf> or equal.

### 6.03 Progress Payment to Subcontractors

- A. For contracts within the State of Minnesota, MN Statute 471.425 Subd. 4a. shall apply. MN Statute 471.425 Subd. 4a. requires:
  - 1. The prime contractor shall pay any subcontractor within ten days of the prime contractor's receipt of payment for undisputed services provided by the subcontractor.
  - 2. The prime contractor shall pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor.

3. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor.
4. A subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action."

6.04 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.05 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.06 Interest

- A. All amounts not paid when due will bear interest at the rate of 1.5 percent per month.

**ARTICLE 7—CONTRACT DOCUMENTS**

7.01 Contents

- A. The Contract Documents consist of all the following:
  1. This Agreement.
  2. Bonds:
    - a. Performance bond (together with power of attorney).
    - b. Payment bond (together with power of attorney).
  3. General Conditions.
  4. Supplementary Conditions.
  5. Specifications as listed in the table of contents of the project manual (copy of list attached).
  6. Drawings as listed in the table of contents of the project manual (copy of list attached.)
  7. Addenda (numbers \_\_\_ to \_\_\_, inclusive).
  8. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages \_\_\_ to \_\_\_, inclusive).
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.

- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## **ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

### **8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
  - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - 11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

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## 8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## 8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C 700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Shorewood  
*(typed or printed name of organization)*

\_\_\_\_\_  
*(typed or printed name of organization)*

By: \_\_\_\_\_  
*(individual's signature)*

By: \_\_\_\_\_  
*(individual's signature)*

Date: \_\_\_\_\_  
*(date signed)*

Date: \_\_\_\_\_  
*(date signed)*

Name: Jennifer Labadie  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: Mayor  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Attest: \_\_\_\_\_  
*(individual's signature)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address for giving notices:  
5755 Country Club Road  
Shorewood, MN 55331

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Designated Representative:

Designated Representative

Name: \_\_\_\_\_  
*(typed or printed)*

Name: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Title: \_\_\_\_\_  
*(typed or printed)*

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**RESOLUTION 25-045**

**A RESOLUTION TO ACCEPT BIDS AND AWARD CONTRACT FOR THE 2025 MILL & OVERLAY AND  
EUREKA ROAD PROJECT  
CITY PROJECT 24-10, 23-01**

**WHEREAS**, pursuant to an advertisement for bids for the 2025 Mill & Overlay and Eureka Road project, bids were received on April 17, 2025, opened and tabulated according to law, with the following bids received and complying with the advertisement:

Contractor	Total Bid
GMH Asphalt Corporation	\$1,071,646.13
Valley Paving, Inc.	\$1,113,372.00
Northwest Asphalt, Inc.	\$1,179,183.55
Bituminous Roadways, Inc	\$1,224,511.15
Asphalt Surface Technologies Corp.	\$1,238,394.39
Park Construction Company	\$1,350,481.64

**WHEREAS**, GMH Asphalt Corporation is the lowest responsible bidder; and

**WHEREAS**, GMH Asphalt Corporation is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

**NOW THEREFORE, IT RESOLVED** by the City Council of the City of Shorewood the Mayor and staff are hereby authorized and directed to enter into a contract with GMH Asphalt Corporation based on the lowest bid amount in the name of the City of Shorewood for the 2025 Mill & Overlay and Eureka Road Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD** this 28th day of April 2025.

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

**Attest:**

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



**Title/Subject:** Security and Camera System Initiative  
**Meeting Date:** Monday, April 28, 2025  
**Prepared by:** Matt Morreim, Public Works Director  
**Reviewed by:** Marc Nevinski, City Administrator  
**Attachments:** Grove Security Quote, Vendor System Evaluation, Verkada Terms of Service and End User Agreement

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### Background

Our current security and camera systems capabilities in Shorewood are only offered in select municipal buildings. These systems are aging, lack connection and lack the centralized management capabilities that are integrated together. Existing challenges include:

1. **Outdated Technology:** Many existing cameras offer lower resolution, limited coverage, and inefficient retrieval processes. Electronic access control only exists at city hall and the community center. The remainder of facilities rely on traditional key systems.
2. **Lack of Integration:** Security cameras and access control operate mostly independently, preventing a unified view of security events and hindering efficient incident response.
3. **Ongoing User Costs:** The current system has significant ongoing costs for equipment and system fees.
4. **Operational Inefficiencies:** Managing physical keys is time-consuming for staff, especially utility staff that need to respond to routine deliveries and contractors needing to access facilities. Monitoring various camera systems requires significant manual effort.
5. **Security Gaps:** The limitations of current systems present potential vulnerabilities that need addressing to ensure the safety of personnel and the security of sensitive areas and valuable city assets including the city's water infrastructure.

City staff discussed security upgrades with the council at the 2024 City Council Retreat on January 26, 2024 and at the May 28, 2024 work session. Based on feedback, staff began to research security options.

The proposed upgrade will include access control and camera capabilities to the public works facility, park facilities and buildings, well buildings and water towers. The initiative to upgrade the city's security and camera capabilities aims to:

- Modernize our security infrastructure
- Enhance the safety of city employees and assets
- Improve operational efficiencies
- Provide enhanced water infrastructure security
- Provide local situational awareness during inclement weather (i.e. winter storms)

City staff performed a thorough review of available solutions. The review included consultation with SLMPD, city utility staff, SCEC staff and city hall staff. Staff narrowed the focus of the review between the city's existing vendor, GSSC (Brivo/Eagle Eye), and Grove Security (Verkada). The city met with both vendors multiple times over the past year and received detailed quotes from both vendors. The quote comparison is attached.

Challenges with the existing system, Brivo, are that the cameras are lower resolution and have limited coverage, lack of integration and significant ongoing fees. Positive aspects of Brivo are that there are existing facilities that are currently installed with GSSC equipment and the mobile apps for access control and video (separately). The Verkada system has a more expensive installation cost but a lower 10-year support cost. Additionally, the system integrates the access control and cameras into one system, it is a cloud-based system and utilizes artificial intelligence to aid in efficient site monitoring.

The cost of each solution by location is in the attached spreadsheet. Verkada's hardware costs are generally less than the Brivo except for the buildings with the existing Brivo hardware. The Brivo installation costs are generally less than Verkada with the most savings in the buildings with existing Brivo hardware. The biggest cost differences are support costs, with Verkada being approximately half the cost of Brivo over a 10-year period. Verkada has 10-year licenses that are paid for upon commencement of the service. GSSC's costs are billed quarterly and are subject to increases.

Taking into consideration the 10-year costs, system integration and the advanced features, staff recommend moving forward with Grove Security's (Verkada) platform.

The cost for the Verkada system is:

- Hardware: \$73,309.40
- Installation: \$106,789.04
- Support: \$87,825.93
- Shipping: \$2,887.50
- Contingency (5%): \$13,122.84
- Total: \$283,934.71

There are minimal anticipated costs following installation for the next 10 years as the ongoing support costs are paid for at the beginning of service and there is a 10-year warranty on the equipment. The estimated cost savings of Grove Security's system over GSSC's is \$66,105.27 based on hardware, installation and estimated 10 years of support costs.

If approved, staff anticipates that work will commence in the summer of 2025 with the following prioritized installation. It is anticipated that the system will be fully operational by the end of 2025.

1. City Hall, SCEC & Public Works
2. Well buildings and water towers

3. Park buildings
4. Remaining locations

Next steps upon approval, staff, in coordination with our IT provider, will:

1. Finalize installation schedules with the vendor.
2. Coordinate with each facility to minimize disruption during installation.
3. Develop and conduct training for relevant city staff on system usage and protocols.
4. Establish administrative procedures for monitoring the system.

**Financial Considerations:**

Total costs for the access control and camera systems with installation, support fees and contingencies are \$283,934.71. Staff recommends utilizing Public Safety Aid Funds that the city was allocated at the end of 2023 in the amount of \$342,503. SLMPD proposed using PSA funds to pay for twelve new body cameras and eight laptops in their squads. These were included in the SLMPD 2025 budget as line-item expenditures and Shorewood's share is \$50,708. This leaves \$291,795 of PSA available for cameras and access control.

**Action Requested:**

Motion to approve the quote from Grove Security (Verkada System) for access control and camera systems.

A majority vote by the Council is required.

**City Safety & Security Project**
**Quote #001344 v1**
**Prepared For:**
**City of Shorewood**  
 Matt Morreim  
 5755 Country Club Rd  
 Shorewood, MN 55331

**P:** (952) 960-7913  
**E:** mmorreim@ci.shorewood.mn.us

**Prepared by:**
**Grove Security**  
 Alex Burch  
 445 Minnesota St.  
 Suite 1500  
 Saint Paul, MN 55101  
**P:** 612.250.3597  
**E:** alex@grove-security.com

**Date Issued:**
**04.17.2025**
**Expires:**
**04.30.2025**
**Public Works Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Pendant Cap Mount</b>	\$55.20	3	\$165.60
<b>Verkada Corner Mount</b>	\$159.20	2	\$318.40
<b>Verkada Large Arm Mount</b>	\$127.20	2	\$254.40
<b>Verkada CP52 Outdoor PTZ Camera, 5MP, 512GB of Storage, Maximum 30 Days of Retention</b>	\$2,959.20	2	\$5,918.40
<b>Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention</b>	\$1,439.20	1	\$1,439.20
<b>Verkada SV23 Environmental Sensor</b>	\$799.20	1	\$799.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	3	\$837.60
<b>Subtotal:</b>			<b>\$11,246.30</b>

**Public Works License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	3	\$4,317.60
<b>Verkada 10-Year Sensor License</b>	\$1,599.20	1	\$1,599.20
<b>Verkada 10-Year Door License</b>	\$1,599.20	3	\$4,797.60
<b>Subtotal:</b>			<b>\$10,714.40</b>

**Public Works Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$13,832.08	1	\$13,832.08
<b>Subtotal:</b>			<b>\$13,832.08</b>

**Silverwood Park Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Pendant Cap Mount</b>	\$55.20	1	\$55.20
<b>Verkada Corner Mount</b>	\$159.20	1	\$159.20
<b>Verkada Large Arm Mount</b>	\$127.20	1	\$127.20
<b>Verkada CP52 Outdoor PTZ Camera, 5MP, 512GB of Storage, Maximum 30 Days of Retention</b>	\$2,959.20	1	\$2,959.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	2	\$558.40
<b>Subtotal:</b>			<b>\$5,372.70</b>

**Silverwood Park License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 10-Year Door License</b>	\$1,599.20	2	\$3,198.40
<b>Subtotal:</b>			<b>\$4,637.60</b>

**Silverwood Park Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$8,513.46	1	\$8,513.46
<b>Subtotal:</b>			<b>\$8,513.46</b>

**Manor Park Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Square Junction Box Mount</b>	\$71.20	1	\$71.20
<b>Verkada Angle Mount</b>	\$119.20	1	\$119.20
<b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,199.20	1	\$1,199.20
<b>Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention</b>	\$1,439.20	1	\$1,439.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	3	\$837.60
<b>Subtotal:</b>			<b>\$5,179.90</b>

**Manor Park License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	2	\$2,878.40
<b>Verkada 10-Year Door License</b>	\$1,599.20	3	\$4,797.60
<b>Subtotal:</b>			<b>\$7,676.00</b>

**Manor Park Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$7,638.70	1	\$7,638.70
<b>Subtotal:</b>			<b>\$7,638.70</b>

**Amesbury Well House Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada L-Bracket Mount</b>	\$103.20	1	\$103.20
<b>Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	2	\$558.40
<b>Subtotal:</b>			<b>\$3,294.30</b>

**Amesbury Well House License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 10-Year Door License</b>	\$1,599.20	2	\$3,198.40
<b>Subtotal:</b>			<b>\$4,637.60</b>

**Amesbury Well House Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$7,360.36	1	\$7,360.36
<b>Subtotal:</b>			<b>\$7,360.36</b>

**Boulder Bridge Well House Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Square Junction Box Mount</b>	\$71.20	1	\$71.20
<b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20

**Boulder Bridge Well House Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	2	\$558.40
<b>Subtotal:</b>			<b>\$3,262.30</b>

**Boulder Bridge Well House License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 10-Year Door License</b>	\$1,599.20	2	\$3,198.40
<b>Subtotal:</b>			<b>\$4,637.60</b>

**Boulder Bridge Well House Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$8,000.36	1	\$8,000.36
<b>Subtotal:</b>			<b>\$8,000.36</b>

**Cathcart Park Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Pole Mount</b>	\$167.20	1	\$167.20
<b>Verkada Square Junction Box Mount</b>	\$71.20	1	\$71.20
<b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Subtotal:</b>			<b>\$1,357.60</b>

**Cathcart Park License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Subtotal:</b>			<b>\$1,439.20</b>

**Cathcart Park Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$1,568.21	1	\$1,568.21
<b>Subtotal:</b>			<b>\$1,568.21</b>

**Freeman Park - Entrance Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Pole Mount</b>	\$167.20	1	\$167.20
<b>Verkada Square Junction Box Mount</b>	\$71.20	1	\$71.20

**Freeman Park - Entrance Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,199.20	1	\$1,199.20
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Subtotal:</b>			<b>\$2,876.80</b>

**Freeman Park - Entrance License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Subtotal:</b>			<b>\$1,439.20</b>

**Freeman Park - Entrance Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$1,568.21	1	\$1,568.21
<b>Subtotal:</b>			<b>\$1,568.21</b>

**Freeman Park - Eddy Station Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada L-Bracket Mount</b>	\$103.20	2	\$206.40
<b>Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	2	\$2,238.40
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	3	\$837.60
<b>Subtotal:</b>			<b>\$4,795.90</b>

**Freeman Park - Eddy Station License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	2	\$2,878.40
<b>Verkada 10-Year Door License</b>	\$1,599.20	3	\$4,797.60
<b>Subtotal:</b>			<b>\$7,676.00</b>

**Freeman Park - Eddy Station Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$7,025.70	1	\$7,025.70
<b>Subtotal:</b>			<b>\$7,025.70</b>

**Freeman Park - South Building Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Large Arm Mount</b>	\$127.20	1	\$127.20
<b>Verkada Pendant Cap Mount</b>	\$55.20	1	\$55.20
<b>Verkada Pole Mount</b>	\$167.20	1	\$167.20
<b>Verkada CP52 Outdoor PTZ Camera, 5MP, 512GB of Storage, Maximum 30 Days of Retention</b>	\$2,959.20	1	\$2,959.20
<b>Subtotal:</b>			<b>\$3,308.80</b>

**Freeman Park - South Building License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Subtotal:</b>			<b>\$1,439.20</b>

**Freeman Park - South Building Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$2,670.73	1	\$2,670.73
<b>Subtotal:</b>			<b>\$2,670.73</b>

**Badger Park - Restrooms Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Angle Mount</b>	\$119.20	2	\$238.40
<b>Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention</b>	\$1,439.20	2	\$2,878.40
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	3	\$837.60
<b>Subtotal:</b>			<b>\$5,467.90</b>

**Badger Park - Restrooms License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	2	\$2,878.40
<b>Verkada 10-Year Door License</b>	\$1,599.20	3	\$4,797.60
<b>Subtotal:</b>			<b>\$7,676.00</b>

**Badger Park - Restrooms Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$6,880.71	1	\$6,880.71
<b>Subtotal:</b>			<b>\$6,880.71</b>

**Badger Park - LPR Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Pole Mount</b>	\$167.20	1	\$167.20
<b>Verkada Square Junction Box Mount</b>	\$71.20	1	\$71.20
<b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Telephoto Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,199.20	1	\$1,199.20
<b>Subtotal:</b>			<b>\$1,437.60</b>

**Badger Park - LPR License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Subtotal:</b>			<b>\$1,439.20</b>

**Badger Park - LPR Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$2,590.73	1	\$2,590.73
<b>Subtotal:</b>			<b>\$2,590.73</b>

**Badger Park - Well House Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Angle Mount</b>	\$119.20	1	\$119.20
<b>Verkada Square Junction Box Mount</b>	\$71.20	1	\$71.20
<b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Verkada CF83-E Outdoor Fisheye Camera, 12MP, Fixed Lens, 512GB of Storage, Maximum 30 Days of Retention</b>	\$1,439.20	1	\$1,439.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	3	\$837.60
<b>Subtotal:</b>			<b>\$5,099.90</b>

**Badger Park - Well House License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	2	\$2,878.40
<b>Verkada 10-Year Door License</b>	\$1,599.20	3	\$4,797.60
<b>Subtotal:</b>			<b>\$7,676.00</b>

**Badger Park - Well House Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$11,019.05	1	\$11,019.05
<b>Subtotal:</b>			<b>\$11,019.05</b>

**City Hall Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada L-Bracket Mount</b>	\$103.20	1	\$103.20
<b>Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Verkada CD62 Indoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention</b>	\$1,199.20	1	\$1,199.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	2	\$558.40
<b>Subtotal:</b>			<b>\$4,493.50</b>

**City Hall License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	2	\$2,878.40
<b>Verkada 10-Year Door License</b>	\$1,599.20	2	\$3,198.40
<b>Subtotal:</b>			<b>\$6,076.80</b>

**City Hall Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$4,793.04	1	\$4,793.04
<b>Subtotal:</b>			<b>\$4,793.04</b>

**Community & Event Center Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada L-Bracket Mount</b>	\$103.20	1	\$103.20
<b>Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	3	\$3,357.60
<b>Verkada CD62 Indoor Dome Camera, 4K, Zoom Lens, 512GB of Storage, Maximum 30 Days of Retention</b>	\$1,199.20	1	\$1,199.20
<b>Verkada AC42 4 Door Controller</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 4AH Backup Battery for AC42</b>	\$74.30	1	\$74.30

**Community & Event Center Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	3	\$837.60
Subtotal:			<b>\$7,011.10</b>

**Community & Event Center License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	4	\$5,756.80
<b>Verkada 10-Year Door License</b>	\$1,599.20	3	\$4,797.60
Subtotal:			<b>\$10,554.40</b>

**Community & Event Center Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$10,393.73	1	\$10,393.73
Subtotal:			<b>\$10,393.73</b>

**Christmas Lake Boat Launch Hardware**

Description	Price	Qty	Ext. Price
<b>Verkada Large Arm Mount</b>	\$127.20	1	\$127.20
<b>Verkada Pendant Cap Mount</b>	\$55.20	1	\$55.20
<b>Verkada Pole Mount</b>	\$167.20	2	\$334.40
<b>Verkada Square Junction Box Mount</b>	\$71.20	1	\$71.20
<b>Verkada CB52-E Outdoor Bullet Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Verkada CP52 Outdoor PTZ Camera, 5MP, 512GB of Storage, Maximum 30 Days of Retention</b>	\$2,959.20	1	\$2,959.20
Subtotal:			<b>\$4,666.40</b>

**Christmas Lake Boat Launch License**

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	2	\$2,878.40
Subtotal:			<b>\$2,878.40</b>

**Christmas Lake Boat Launch Install**

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$1,082.24	1	\$1,082.24
Subtotal:			<b>\$1,082.24</b>

## West Water Tower Hardware

Description	Price	Qty	Ext. Price
<b>Verkada Large Arm Mount</b>	\$127.20	1	\$127.20
<b>Verkada Pendant Cap Mount</b>	\$55.20	1	\$55.20
<b>Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Verkada AC12 1 Door Controller</b>	\$559.20	1	\$559.20
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	1	\$279.20
<b>Verkada backplate for AD34, black color, anodized aluminum</b>	\$79.20	1	\$79.20
<b>Subtotal:</b>			<b>\$2,219.20</b>

## West Water Tower License

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20
<b>Verkada 10-Year Door License</b>	\$1,599.20	1	\$1,599.20
<b>Subtotal:</b>			<b>\$3,038.40</b>

## West Water Tower Install

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$6,501.63	1	\$6,501.63
<b>Subtotal:</b>			<b>\$6,501.63</b>

## East Water Tower Hardware

Description	Price	Qty	Ext. Price
<b>Verkada Large Arm Mount</b>	\$127.20	1	\$127.20
<b>Verkada Pendant Cap Mount</b>	\$55.20	1	\$55.20
<b>Verkada CD52-E Outdoor Dome Camera, 5MP, Zoom Lens, 256GB of Storage, Maximum 30 Days of Retention</b>	\$1,119.20	1	\$1,119.20
<b>Verkada AC12 1 Door Controller</b>	\$559.20	1	\$559.20
<b>Verkada AD34 Multi-format Card Reader</b>	\$279.20	1	\$279.20
<b>Verkada backplate for AD34, black color, anodized aluminum</b>	\$79.20	1	\$79.20
<b>Subtotal:</b>			<b>\$2,219.20</b>

## East Water Tower License

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Camera License</b>	\$1,439.20	1	\$1,439.20

East Water Tower License

Description	Price	Qty	Ext. Price
<b>Verkada 10-Year Door License</b>	\$1,599.20	1	\$1,599.20
Subtotal:			<b>\$3,038.40</b>

East Water Tower Install

Description	Price	Qty	Ext. Price
<b>Professional Installation Services &amp; Materials</b>	\$6,501.63	1	\$6,501.63
Subtotal:			<b>\$6,501.63</b>

**Statement of Work**

**Professional Installation Services to include**

1. Staging of equipment to provide a smooth implementation of the Verkada Command platform and equipment across the City of Shorewood facilities and parks.
  - a. Installation of all new cameras
  - b. Installation of camera mounts
  - c. Run Cat6 cable to all new cameras
    - i. Re-use existing camera cable (where applicable)
  - d. Confirm camera operation and adjust the field of view to desired state
  - e. Installation of all new access controlled doors and conversion of existing access controlled doors
    - i. Cut in and install new electrified door strike(s) (where applicable)
    - ii. Run cable to all new doors
    - iii. Confirm door/lock/reader/REX/DPI operation at each door location and assimilate door activity events to nearest camera (where applicable)
2. All costs including time and materials are included in total balance above
  - a. Including:
    - i. Ancillary devices and services required for normal operation at the East and West Water Tower locations:
      1. Locksmith services
      2. Cradlepoint (mobile connectivity devices) and External antenna
        - a. SIM cards not included
      3. Industrial PoE Network Switch
3. Excluding:
  - a. Man-lift rental
  - b. Electrician services
    - i. Cathcart Park
    - ii. Freedom Park - Entrance
    - iii. Freedom Park - South Building
    - iv. Badger Park - LPR
4. Assumptions:
  - a. Internet connectivity will be provided at each location, network equipment or ancillary devices are not included unless stated otherwise
  - b. NOTE: Any items noted above that are not included may be sourced by Grove Security
5. Test all cables
6. Pre-programming of Verkada Command
7. User training for the City of Shorewood team(s), ongoing local support by Grove Security

## Legal Terms

Note 1: All labor is warranted for 90 days from date of installation. If adjustments during this period exceed 10-labor hours, an hourly rate will be administered.

Note 2: 100% of hardware and software and 50% of Installation costs are due at signature, remaining balance due at project completion. If the total project is less than \$10,000, 100% of the quote is due at signature.

Note 3: Rescheduling and redeployment of Grove Security's technicians due to unacceptable site preparation may cause scheduling delays and additional travel expenses will be billed.

Note 4: This Agreement shall be construed and enforced under the laws of the State of Minnesota without regard to its conflicts of laws principles and any action maintained by the Parties hereto shall be commenced solely within the state or federal courts located in Washington County, Minnesota.

Note 5: Grove Security reserves the right to charge Customer interest on any overdue payments at one-and-one-half percent (1.5%) per month (18% per year), or the maximum amount allowed by applicable law. If Customer fails to make payment within sixty (60) days from the date of invoice, Grove Security will be entitled to withdraw any allowances, discounts, and other concessions.

Quote Summary	Amount
Public Works Hardware	\$11,246.30
Public Works License	\$10,714.40
Public Works Install	\$13,832.08
Silverwood Park Hardware	\$5,372.70
Silverwood Park License	\$4,637.60
Silverwood Park Install	\$8,513.46
Manor Park Hardware	\$5,179.90
Manor Park License	\$7,676.00
Manor Park Install	\$7,638.70
Amesbury Well House Hardware	\$3,294.30
Amesbury Well House License	\$4,637.60
Amesbury Well House Install	\$7,360.36
Boulder Bridge Well House Hardware	\$3,262.30
Boulder Bridge Well House License	\$4,637.60
Boulder Bridge Well House Install	\$8,000.36
Cathcart Park Hardware	\$1,357.60
Cathcart Park License	\$1,439.20
Cathcart Park Install	\$1,568.21
Freeman Park - Entrance Hardware	\$2,876.80
Freeman Park - Entrance License	\$1,439.20
Freeman Park - Entrance Install	\$1,568.21
Freeman Park - Eddy Station Hardware	\$4,795.90
Freeman Park - Eddy Station License	\$7,676.00
Freeman Park - Eddy Station Install	\$7,025.70
Freeman Park - South Building Hardware	\$3,308.80
Freeman Park - South Building License	\$1,439.20
Freeman Park - South Building Install	\$2,670.73
Badger Park - Restrooms Hardware	\$5,467.90
Badger Park - Restrooms License	\$7,676.00
Badger Park - Restrooms Install	\$6,880.71
Badger Park - LPR Hardware	\$1,437.60

Quote Summary	Amount
Badger Park - LPR License	\$1,439.20
Badger Park - LPR Install	\$2,590.73
Badger Park - Well House Hardware	\$5,099.90
Badger Park - Well House License	\$7,676.00
Badger Park - Well House Install	\$11,019.05
City Hall Hardware	\$4,493.50
City Hall License	\$6,076.80
City Hall Install	\$4,793.04
Community & Event Center Hardware	\$7,011.10
Community & Event Center License	\$10,554.40
Community & Event Center Install	\$10,393.73
Christmas Lake Boat Launch Hardware	\$4,666.40
Christmas Lake Boat Launch License	\$2,878.40
Christmas Lake Boat Launch Install	\$1,082.24
West Water Tower Hardware	\$2,219.20
West Water Tower License	\$3,038.40
West Water Tower Install	\$6,501.63
East Water Tower Hardware	\$2,219.20
East Water Tower License	\$3,038.40
East Water Tower Install	\$6,501.63
Subtotal:	<b>\$267,924.37</b>
Shipping:	<b>\$2,887.50</b>
Total:	<b>\$270,811.87</b>

Acceptance	
<b>Grove Security</b>    Alex Burch _____ Signature / Name  04/17/2025 _____ Date	<b>City of Shorewood</b>    Matt Morreim _____ Signature / Name <div style="text-align: right; margin-right: 20px;">Initials</div> _____ Date

Location	Cameras		Access Control		Cost				Notes/Details
	Y/N	#	Y/N	#	Hardware	Installation	Support	Total	
<b>Public Works</b>									
Verkada/Grove Security	Y	3	Y	3	\$ 11,246.30	\$ 13,832.08	\$ 10,714.40	\$ 35,792.78	
GSSC	Y	4	Y	3	\$ 13,289.03	\$ 14,337.25	\$ 37,618.80	\$ 65,245.08	
<b>City Hall</b>									
Verkada/Grove Security	Y	2	Y	2	\$ 4,493.50	\$ 4,793.04	\$ 6,076.80	\$ 15,363.34	
GSSC	Y	2	Y	3	\$ 1,441.79	\$ 2,629.13	\$ 14,044.80	\$ 18,115.72	
<b>SCEC</b>									
Verkada/Grove Security	Y	4	Y	3	\$ 7,011.10	\$ 10,393.73	\$ 10,554.40	\$ 27,959.23	
GSSC	Y	3	Y	2	\$ 3,580.25	\$ 8,960.80	\$ 12,238.80	\$ 24,779.85	
<b>Freeman Park - Eddy Station</b>									
Verkada/Grove Security	Y	2	Y	4	\$ 4,795.90	\$ 7,025.70	\$ 7,676.00	\$ 19,497.60	
GSSC	Y	2	Y	3	\$ 6,262.19	\$ 6,104.84	\$ 10,738.80	\$ 23,105.83	
<b>Freeman Park - South</b>									
Verkada/Grove Security	Y	1	N	n/a	\$ 3,308.80	\$ 2,670.73	\$ 1,439.20	\$ 7,418.73	
GSSC	Y	1	N	n/a	\$ 1,653.18	\$ 1,270.00	\$ 4,438.80	\$ 7,361.98	Estimated
<b>Freeman Park - Entrance</b>									
Verkada/Grove Security	Y	1	N	n/a	\$ 2,876.80	\$ 1,568.21	\$ 1,439.20	\$ 5,884.21	
GSSC	Y	1	N	n/a	\$ 1,653.18	\$ 1,270.00	\$ 4,438.80	\$ 7,361.98	Estimated
<b>Cathcart Park</b>									
Verkada/Grove Security	Y	1	N	n/a	\$ 1,357.60	\$ 1,568.21	\$ 1,439.20	\$ 4,365.01	Includes cradlepoint, electrician
GSSC	Y	3	N	n/a	\$ 4,338.51	\$ 5,143.39	\$ 7,318.80	\$ 16,800.70	
<b>Badger Park - Restrooms</b>									
Verkada/Grove Security	Y	2	Y	3	\$ 5,467.90	\$ 6,880.71	\$ 7,676.00	\$ 20,024.61	
GSSC	Y	1	Y	3	\$ 4,752.39	\$ 4,363.63	\$ 13,740.00	\$ 22,856.02	
<b>Badger Well House</b>									
Verkada/Grove Security	Y	2	Y	3	\$ 5,099.90	\$ 11,019.05	\$ 7,676.00	\$ 23,794.95	
GSSC	Y	1	Y	3	\$ 8,927.36	\$ 6,865.91	\$ 13,740.00	\$ 29,533.27	
<b>Badger LPR (Pole)</b>									
Verkada/Grove Security	Y	1	Y	2	\$ 1,437.60	\$ 1,439.20	\$ 2,590.73	\$ 5,467.53	
GSSC	N	0	N	0	\$ -	\$ -	\$ -	\$ -	Do not have LP reader
<b>Silverwood Park/SE Well House</b>									
Verkada/Grove Security	Y	1	Y	2	\$ 5,372.70	\$ 8,513.46	\$ 4,637.60	\$ 18,523.76	
GSSC	Y	1	Y	2	\$ 6,421.41	\$ 6,856.68	\$ 13,080.00	\$ 26,358.09	
<b>Manor Park</b>									
Verkada/Grove Security	Y	3	Y	3	\$ 5,179.90	\$ 7,638.70	\$ 7,676.00	\$ 20,494.60	
GSSC	Y	2	Y	3	\$ 6,753.05	\$ 4,974.08	\$ 7,858.80	\$ 19,585.93	
<b>Christmas Lake Boat Launch</b>									
Verkada/Grove Security	Y	2	N	n/a	\$ 4,666.40	\$ 1,082.24	\$ 2,878.40	\$ 8,627.04	
GSSC	-	-	-	-	-	-	\$ 10,800.00	\$ 10,800.00	Already installed
<b>South Shore Park</b>									
Verkada/Grove Security									No electrical power.
GSSC									No electrical power.
<b>West Water Tower</b>									
Verkada/Grove Security	Y	1	Y	2	\$ 2,219.20	\$ 6,501.63	\$ 3,038.40	\$ 11,759.23	
GSSC	Y	1	Y	1	\$ 3,236.58	\$ 5,814.30	\$ 5,098.80	\$ 14,149.68	Estimated
<b>East Water Tower</b>									
Verkada/Grove Security	Y	1	Y	2	\$ 2,219.20	\$ 6,501.63	\$ 3,038.40	\$ 11,759.23	
GSSC	Y	1	Y	1	\$ 3,236.58	\$ 5,814.30	\$ 5,098.80	\$ 14,149.68	Estimated
<b>Boulder Bridge Well House</b>									
Verkada/Grove Security	Y	1	Y	2	\$ 3,262.30	\$ 8,000.36	\$ 4,637.60	\$ 15,900.26	
GSSC	Y	1	Y	2	\$ 4,315.81	\$ 6,623.35	\$ 5,758.80	\$ 16,697.96	
<b>Amesbury Well House</b>									
Verkada/Grove Security	Y	1	Y	2	\$ 3,294.30	\$ 7,360.36	\$ 4,637.60	\$ 15,292.26	
GSSC	Y	1	Y	2	\$ 4,295.19	\$ 7,073.88	\$ 5,758.80	\$ 17,127.87	

Verkada	\$	73,309.40	\$	106,789.04	\$	87,825.93	\$	267,924.37
GSSC	\$	74,156.50	\$	88,101.54	\$	171,771.60	\$	334,029.64
							\$	66,105.27

**Verkada General Notes:** Support is for 10-years  
Warranty is for 10-years

**GSSC General Notes:** Support is calculated for 10-years with the assumption of no price increase.

# Verkada Terms of Service

Last Updated: July 11, 2017

Welcome to [www.verkada.com](http://www.verkada.com) (the “Site”), owned and operated by Verkada, Inc. (“Verkada”) a Delaware Corporation. By using the Site in any way, including any service made available at the Site, you are agreeing to comply with and to be bound by these Terms of Use and all rules, policies and disclaimers posted on the Site or about which you are notified (collectively, “Terms”). Please review these Terms carefully before using the Site. By using the Site, you agree to be bound by these Terms. If you do not agree with all of the Terms, do not use the Site. The terms “you,” “your,” and “yours” refer to you, the user of the Site. The terms “Verkada,” “we,” “us,” and “our” refer to Verkada.

## Changes to the Terms

We may periodically make changes to these Terms, in our sole discretion. When we do, we will update the “Last Updated” date above. It is your responsibility to review the most recent version of these Terms and remain informed of any changes. You agree that your continued use of the Site after the effective date of any changes will constitute your acceptance of the changed Terms for your continued use.

## Access to the Site; Account Registration

We do not provide you with the equipment to access the Site. You are responsible for all fees charged by third parties to access the Site (e.g., charges by internet service providers).

You must register for an account to use certain Verkada services. Your registration for and use of an account will be governed by the Verkada End User Agreement, available at <https://www.verkada.com/support/end-user-agreement>, and any other applicable agreement related to your use of particular Verkada software and products.

## Changes to the Site

We reserve the right to modify or discontinue, temporarily or permanently, all or a part of the Site without notice. We will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site.

## Limited License

Subject to these Terms, Verkada grants you a limited, revocable license to access and use the Site solely to support your use of Verkada products and services within your organization as intended by Verkada. No other use of the Site is authorized.

## Software License

Your use of any software you download from the Site is governed by the separate license terms accompanying or referenced in that software or download.

### **Restrictions**

You must comply with all applicable laws when using the Site. Except as may be expressly permitted by applicable law or expressly permitted by us in writing, you will not, and will not permit anyone else to: (a) store, copy, modify, distribute, or resell any information or material available on the Site (“Site Content”) or compile or collect any Site Content as part of a database or other work; (b) use any automated tool (e.g., robots, spiders) to use the Site or store, copy, modify, distribute, or resell any Site Content; (c) rent, lease, or sublicense your access to the Site; (d) use the Site or Site Content for any purpose except for your own personal use; (e) circumvent or disable any digital rights management, usage rules, or other security features of the Site; (f) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer, or create derivative works of the Site or Site Content; (g) use the Site in a manner that threatens the integrity, performance, or availability of the Site; or (h) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the Site or Site Content.

### **Ownership**

We or our affiliates or licensors, or applicable third parties, retain all right, title, and interest in and to the Site and Site Content and any trademarks, logos, or service marks displayed on the Site or in Site Content (“Marks”). The Site, Site Content, and Marks are protected by applicable intellectual property laws and international treaties. You are not permitted to use any Marks without the prior written consent of Verkada or such third party which may own the Mark.

### **Privacy Policy**

Our Privacy Policy (available at <https://www.verkada.com/privacy/privacy-policy/>) is hereby incorporated into these Terms by reference. Please read the Privacy Policy carefully for information relating to our collection, use, storage and disclosure of personal information, including registration and other information about you that we collect through the Site.

### **Links and Third Party Content**

The Site may contain links to third party products, services, and websites. We exercise no control over any third party products, services, and websites and we are not responsible for their performance, do not endorse them, and are not responsible or liable for any content, advertising, or other materials available through the third party products, services, and websites. We are not responsible or liable, directly or indirectly, for any damage or loss

caused to you by your use of or reliance on any goods or services available through the third party products, services, and websites. Additionally, if you follow a link or otherwise navigate away from the Site, please be aware that these Terms, including the Privacy Policy, will no longer govern. You should review the applicable terms and policies, including privacy and data gathering practices, of any third party websites to which you navigate to from the Site.

### **Promotions**

From time to time, we may offer promotions to Site visitors or registered Site users. To be eligible for a promotion, you must, for the duration of the promotion, reside in a jurisdiction in which the promotion is lawful. If you take part in any promotion, you agree to be bound by the specific promotion rules and by the decisions of Verkada and our designees, which are final in all matters relating to any promotion. Any awards provided by us or our sponsors or partners are at our sole discretion. We and our designees reserve the right to disqualify any entrant or winner in our absolute discretion without notice. Any applicable taxes on any award are the sole responsibility of each winner.

### **Feedback**

Verkada may provide you with a mechanism to provide feedback, suggestions, and ideas about the Site or us (“Feedback”). You agree that we may, in our sole discretion, use the Feedback you provide in any way, including in future modifications to the Site, our products, or services. You hereby grant us a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner for any purpose.

### **Disclaimer of Warranties**

YOUR USE OF THE SITE AND SITE CONTENT, INCLUDING YOUR SUBMISSION OF FEEDBACK, IS AT YOUR SOLE RISK. THE SITE AND SITE CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. VERKADA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE DO NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SITE OR SITE CONTENT, AND YOU RELY ON THE SITE AND SITE CONTENT AT YOUR OWN RISK. ANY MATERIAL YOU RECEIVE THROUGH THE SITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SITE. NO

ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM VERKADA OR THROUGH OR FROM THE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

### **Limitation of Liability**

VERKADA WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF VERKADA HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM YOUR USE OF THE SITE AND SITE CONTENT. UNDER NO CIRCUMSTANCES WILL VERKADA'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR SITE CONTENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED \$50. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, IN WHICH CASE VERKADA'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW.

### **Indemnity**

You will indemnify and hold Verkada, and its subsidiaries, affiliates, officers, agents, and employees, harmless from any costs, damages, expenses, and liability caused by your use of the Site or Site Content, your submission of Feedback, your violation of these Terms, or your violation of any rights of a third party through use of the Site or Site Content.

### **Legal Notices**

These Terms will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law. You submit to the jurisdiction of the federal or state courts of or located in San Mateo County, California, with respect to any action or proceeding arising out of or in any way related to these Terms, and you hereby waive any venue or other objection which you may have to any such action or proceeding being brought in the federal or state courts of in Santa Mateo County, California. No failure or delay by us in exercising any right under these Terms will constitute a waiver of that right. If any portion of these Terms is held invalid by a court of competent jurisdiction, then such portion will be deemed to be of no force or effect, and these Terms will be construed as if such portion had not been included. The headings used in these Terms are for convenience of reference only and do not affect the meaning or construction of these Terms.

## Contacting Verkada

[Click above to sign or propose changes](#)

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and you, the end customer and user ("Customer") and governs use of the Products (as defined below), either in connection with a purchase of the Products or use of the Products for evaluation purposes as part of a trial. Customer is under no obligation to purchase the evaluation Products used in a trial but will be invoiced for Products not purchased or returned following the expiration of the trial period.

By accepting this Agreement, whether by clicking a box indicating its acceptance, navigating through a login page where a link to this Agreement is provided, executing a Purchase Order that references this Agreement, or providing another form of electronic acceptance, Customer agrees to be bound by its terms. If you are accepting this Agreement on behalf of Customer, you represent and warrant that you have full legal authority to bind Customer to this Agreement. If Customer and Verkada have executed a written agreement governing Customer's access to and use of the Products, then the terms of such signed agreement will govern and will supersede this Agreement.

This Agreement is effective between Verkada and the Customer as of the earlier of the date that Customer accepts the terms of this Agreement as indicated above or first accesses or uses any of the Products (the "**Effective Date**"). Verkada reserves the right to modify or update the terms of this Agreement in its discretion, the effective date of which will be the earlier of (i) 30 days from the date of such update or modification and (ii) Customer's continued use of the Products.

Verkada and Customer hereby agree as follows.

## **1. DEFINITIONS**

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

**“Claim”** means any third party claim, action, demand, suit, or proceeding made or brought against a party to this Agreement.

**“Customer Data”** means all data provided by Customer to Verkada through the Products but excludes System Data (defined below).

**“Documentation”** means the online documentation regarding the Hardware, available at [www.verkada.com/docs/](http://www.verkada.com/docs/) or as otherwise provided within the Hosted Software.

**“DPA”** means the then-current Data Processing Addendum available at <https://legal.verkada.com/#cdpa>.

**“Firmware”** means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

**“Hardware”** means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

**“Hosted Software”** means Verkada’s Software-as-a-Service system, currently known as **“Command,”** and related infrastructure made available to Customer to manage and configure the Hardware.

**“License”** means each license SKU set forth on a Purchase Order.

**“License Term”** means, subject to Section 2.1 below, the period starting on Product shipment and continuing for the length of time indicated in the License SKU set forth on the applicable Purchase Order (plus a 30 day period).

**“Partner”** means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document to purchase such Products.

**“Product Feature(s)”** means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

**“Products”** means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative

works thereof.

**“Product-Specific Terms”** means the then-current terms for certain features, functionality, and/or services included as part of or with the Products available at <https://legal.verkada.com/#product-specific-terms>.

**“Purchase Order”** means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner’s firm commitment to purchase the Products for the prices set forth therein.

**“Service Level Agreement”** means the then-current Service Level Agreement available at <https://legal.verkada.com/#sla>.

**“Software”** means the Firmware, Hosted Software, and any other software that Verkada makes available for download by the Customer.

**“Support”** means the technical support services and resources available at [www.verkada.com/support](http://www.verkada.com/support).

**“Supported Third Party Devices”** means non-Verkada hardware products, including certain third party wireless locks and/or video cameras, which Customer may manage via the Software.

**“System Data”** means configuration information, log and event data, Product performance data, and statistics regarding Customer’s use of the Products.

**“Users”** means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer’s behalf.

## **2. LICENSE AND RESTRICTIONS**

2.1. License to Customer. When Customer purchases a License, Verkada grants Customer a royalty-free, nonexclusive, non-transferable (except under Section 12) worldwide right during the License Term to use the Software, subject to the terms of this Agreement. Customer must purchase one or more Licenses to use the Software

for at least the number and type of Hardware units, Supported Third Party Devices, and/or Product Features that the Customer manages by means of the Software (collectively, “**Valid Licensing**”); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. Certain Products are subject to the Product-Specific Terms.

2.2. License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3. Restrictions. Customer will not and will ensure its Users do not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada’s express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; (iv) collect any Customer Data with the Products without first providing all required notices or obtaining necessary licenses, authorizations, approvals, or consents (including from data subjects) as required under applicable law; or (v) use the Products to conduct any fraudulent or malicious activities or otherwise in violation of applicable law or regulation (each of (i) through (v), a

**“Prohibited Use”**).

### **3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS**

3.1. Courtesy Returns. Customer may return up to \$250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a **“Courtesy Return”**). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer’s account, and include the serial numbers of the Products to be returned.

3.2. Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship (**“Hardware Warranty”**).

3.3. Remedy for Breach of Hardware Warranty. Customer’s sole and exclusive remedy and Verkada’s (and its suppliers’ and licensors’) sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada’s sole discretion, to replace the non-conforming Hardware. Replacement may be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customers engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4. Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

## **4. VERKADA OBLIGATIONS**

4.1. General. Verkada will provide the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2. Availability. Verkada will make the Hosted Software available in accordance with the terms of the Service Level Agreement.

4.3. Support. Verkada will provide Support to Customer in order to resolve any errors, bugs, or similar issues Customer experiences with the Products or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4. Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

## **5. CUSTOMER OBLIGATIONS**

5.1. Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). If Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will, and will ensure its Users, use the Products only in accordance with the Documentation and in compliance with all applicable laws. Customer will not export or re-export the Products or use the Products to provide services in violation of applicable export and economic sanctions laws and regulations. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary licenses and/or permits necessary to operate its business and complies with all applicable laws regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2. Account Administration. Customer is responsible for identifying individuals within Customer's organization to act as administrator(s) of Customer's account. Such person(s) will, among other things, monitor and manage access privileges of other Users and have the authority to act for Customer in connection with any actions, such as feature opt-ins, taken by such persons within the Hosted Software. Customer will verify, including ensuring that any third-party installer verifies, that all Hardware Products purchased are properly claimed into Customer's account within the Hosted Software before installation, and on renewal, as described in the Documentation.

## **6. TERM AND TERMINATION**

6.1. Term. The term of this Agreement will commence on the Effective Date and will continue for the duration of the License Term.

6.2. Termination for Cause; Suspension. Either party may terminate this Agreement for

cause (i) if the other party commits a material breach of this Agreement and, if such breach is capable of remedy, fails to remedy the breach within 30 days of being notified to do so; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1. Verkada may temporarily suspend Customer's use of the Products or access to the Hosted Software if necessary to comply with applicable law.

6.3. Effect of Termination. If the Agreement expires or terminates, then all rights to access the Hosted Software (including Customer Data) will terminate. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer (via the Partner) a pro rata portion of any prepaid fees applicable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 2.3, 6.3, 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

## 7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than under this Agreement; (ii) publicly known through no fault of the Receiving Party; (iii) rightfully received from a third party without

a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2. Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by its Representatives.

7.3. Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable law, including by court order, subpoena, or similar instrument so long as the Receiving Party (if legally permitted) provides the Disclosing Party with written notice of the required disclosure to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

## **8. DATA PROTECTION**

Verkada secures the Software and Customer Data in accordance with the security practices available at [www.verkada.com/trust/security-controls](http://www.verkada.com/trust/security-controls). Verkada will process all Customer Data in accordance with the DPA.

## 9. OWNERSHIP

9.1. Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software and the System Data, and owns all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in Section 2.1, Verkada does not transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2. Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not transfer any rights in the Customer Data to Verkada, except for the limited license set forth in Section 2.2.

## 10. INDEMNIFICATION

10.1. By Verkada. Verkada will indemnify and defend Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Customer Indemnitees, alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to

be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2. By Customer. Customer will indemnify and defend Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer's indemnity obligations under the Product-Specific Terms (if applicable). Customer will pay any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Verkada (i) gives Customer prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

## **11. LIMITATIONS OF LIABILITY**

11.1. Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY RELATING TO THE PRODUCTS OR SUPPORT, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. VERKADA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE ACCURACY OR RELIABILITY OF ANY FEATURES WITHIN THE HOSTED SOFTWARE THAT MAKE USE OF ARTIFICIAL INTELLIGENCE OR MACHINE LEARNING MODELS, INCLUDING FACIAL RECOGNITION TECHNOLOGY, AND DISCLAIMS ANY RESPONSIBILITY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FALSE IDENTIFICATION OR MISIDENTIFICATION ARISING FROM USE OF SUCH FEATURES. CUSTOMER AGREES THAT THESE FEATURES ARE PROVIDED ON AN "AS IS" BASIS, AND THE ENTIRE RISK AS TO THE PERFORMANCE OF THESE FEATURES AND THE QUALITY OF THE INFORMATION DERIVED THEREFROM IS WITH CUSTOMER. IF ANY OF SUCH INFORMATION IS INCORRECT, CUSTOMER ASSUMES THE COST OF ANY CORRECTION.

11.2. No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3. Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM (THE “**FEES PAID**”).

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT’S SOLE AND EXCLUSIVE REMEDY.

11.4. Excluded Claims Cap. “**Excluded Claims**” means any claim and/or liability associated with: (a) both party’s indemnification obligations in Section 10; (b) any breach by Verkada of the DPA, Section 8 (Data Protection), or other data privacy and security obligations. Each party’s total, cumulative liability for all Excluded Claims will not exceed two (2) times the Fees Paid.

11.5. Uncapped Claims. “**Uncapped Claims**” means any claim or liability associated with: (a) Customer’s breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Sections A.3 and A.7 of the Product-Specific Terms (if applicable); (b) either Party’s breach of confidentiality (but excluding any liability associated with Verkada’s security obligations with respect to Customer Data, which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct. Neither Party will be entitled to any limit on direct damages as set forth in Section 11.3 with respect to Uncapped Claims.

## **12. MISCELLANEOUS**

This Agreement, including the DPA, Product-Specific Terms, and the Service Level Agreement, which are hereby incorporated by reference into the Agreement, is the entire agreement between Customer and Verkada and supersedes all prior or contemporaneous agreements and understandings concerning its subject matter. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at [legal-notice@verkada.com](mailto:legal-notice@verkada.com). If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this

Agreement.

Except as set forth in Section 13 below, all claims, disputes, or controversies arising out of or relating to this Agreement are governed by the laws of California without reference to conflict of law rules. If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights, or other proprietary rights.

### **13. U.S. PUBLIC SECTOR CUSTOMERS**

Notwithstanding any provision to the contrary, if Customer is a:

(i) U.S. federal government entity, then (a) the Agreement is governed by applicable U.S. federal law, (b) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable U.S. federal law, and (c) if Customer is legally prohibited from providing any indemnity, none will apply. Also, this Agreement shall not be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. In addition, the Products (including the Software and Documentation) consist of commercial items, including commercial

computer software and associated documentation, as defined in applicable U.S. Federal Acquisition Regulations and the Defense Federal Acquisition Regulation Supplement, and were developed solely at private expense. As such, Customer's rights in the Software and Documentation are as set forth in this Agreement.

(ii) U.S. state, county, or city entity, then (a) Customer's indemnification obligations under this Agreement will be limited to the extent allowed by applicable state law without waiving sovereign immunity, and (b) if Customer is legally prohibited from providing any indemnity, none will apply.



## City Council Meeting Item

Item  
9A.1

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**Title/Subject:** Spring Cleanup  
**Meeting Date:** April 28, 2025  
**Prepared by:** Eric Wilson, Communications & Recycling Coordinator  
**Reviewed by:**  
**Attachments:** Spring Cleanup Flyer

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### **Background**

Every year, City of Shorewood offers a spring drop-off for large bulky items and some items that cannot be recycled curbside. This event, called Spring Clean-Up, is always held on the third Saturday in May 8 a.m. to 1 p.m. The drop-off is located at Shorewood Public Works Department.

In conjunction with Spring Clean-Up, a free paper shred event is held in the city hall parking lot, on the same day 9 a.m. to 12 p.m. (or until the trucks are filled).

This year, the event is scheduled for May 17.

### **Financial Considerations**

No financial or budget considerations. Spring Clean-Up is only available to Shorewood residents. A driver's license or other ID with Shorewood address is required for anyone dropping off items at Public Works. Cash or check payments will be accepted during the event.

### **Action Requested**

Staff request members of council to help spread the word about the event to others, and is looking for volunteers to help guide traffic and unload paper during the event. Information about the event can be found at [shorewoodmn.gov/springcleanup](http://shorewoodmn.gov/springcleanup)



# 2025 Residential Spring Cleanup

Saturday, May 17, 8 a.m. to 1 p.m.

Shorewood Public Works, 24200 Smithtown Road (enter from east on Smithtown Road)

The City of Shorewood organizes a citywide drop-off event for residents to recycle appliances, electronics, and other accepted materials the third Saturday in May each year. A free paper shred event is held on the same day at Shorewood City Hall (details on other side). Photo ID with proof of Shorewood residency is required for the citywide drop-off event.

## ITEMS ACCEPTED

Fees may apply. Cash or check only.

### APPLIANCES (\$15 EACH)

- Air Conditioners
- Dehumidifiers
- Dryers
- Furnaces
- Microwaves
- Stoves
- Refrigerators
- Vacuums
- Washers
- Water Heaters

### POWER EQUIPMENT (\$10 EACH)

- Air Compressors
- Chainsaws
- Generators
- Leaf Blowers
- Mosquito Traps/Magnets
- Power Tools
- Pressure Washers
- Weed Wackers

### CARPET/RUGS (\$10/SQUARE FOOT)

### PROPANE TANKS (CHARGES VARY)

- 1 Lb Propane Tank (\$5 each)
- 20 Lb Propane Tank (\$10 each)
- Over 20 Lb Propane Tank (\$50)

### ELECTRONICS (\$5 EACH)

- Cable boxes
- Cellphones & Tablets
- Chargers, Adapters & Headphones
- Computers & Laptops
- Computer Accessories (mice, keyboards, speakers, etc.)
- Fax Machines
- Gaming Consoles
- Printers & Scanners
- Smoke Detectors
- VCR's, DVR's & Blu-ray players

### SNOW BLOWERS (\$35 EACH)

### TELEVISIONS (\$30 EACH)

### TIRES (PRICES VARY)

- Car & Truck Tires (\$10 Each)
- Tractor Tires (\$40 Each)

### EXERCISE MACHINES (\$15 EACH)

### ITEMS ACCEPTED BY LOAD

Additional items delivered by vehicle load will be priced on site. The minimum charge for a car is \$75. The minimum charge for a truck is \$150.

### FLUORESCENT LIGHT BULBS (\$3 EACH)

### FURNITURE (\$20 EACH)

### ITEMS ACCEPTED (NO CHARGE)

- Batteries (Lead-Acid)
- Bikes
- Scrap Metal

### LAWN MOWERS (CHARGES VARY)

- Push Lawn Mower (\$35 each)
- Riding Lawn Mower (\$75 each)

### MATTRESSES & BOX SPRINGS (\$15 EACH)

Must be dry. Bed frames priced as furniture.

### ITEMS NOT ACCEPTED

- No Batteries (Alka-Line)
- No Building Materials
- No Clothes or Textiles
- No Concrete
- No Paint
- No Printer Cartridges
- No Household Hazardous Waste



# Free, Secure Paper Shredding

**Saturday, May 17, 9 a.m. to 12 p.m.**

**Shorewood City Hall, 5755 Country Club Road**  
(enter from south on Country Club Road)

A free, confidential and secure paper shred event is held in the City Hall parking lot on the same day as the drop-off event. Shredding takes place on-site. All shredded paper is baled and shipped directly to the paper mill for recycling.

Although opinions differ on exactly what to shred, basically know that you should:

- Gather up and shred any documents containing signatures, account numbers, social security numbers, credit information, and any legal or medical information (including tax forms, checks, pay stubs, etc.).
- Dispose of general mail, newspapers, catalogs, and flyers in your recycling cart. These items do not need to be shredded.
- Bring items you'd like to shred in paper bags or boxes.
- Do not bring any three-ring binders, plastics, trash, plastic bags or non-paper items. These will be returned to you.
- Do not bring paper that is already shredded.

## Event Map & Guidelines

Follow the signs and cones at both the drop-off and paper shred events in order to help ease the flow of traffic.

**Stay in your vehicle.** Volunteers will remove your items for you at the drop-off and paper shred events.

The event will close if dangerous weather.

Photo ID with proof of Shorewood residency is required for the citywide drop-off event.

Fees may apply. Cash or check only.

★ Spring Cleanup  
Shorewood Public Works  
24200 Smithtown Road

★ Paper Shred Event  
Shorewood City Hall  
5755 Country Club Road

## Questions?

cityhall@shorewoodmn.gov  
952-960-7900



**Volunteers are always needed!**

Contact [cityhall@shorewoodmn.gov](mailto:cityhall@shorewoodmn.gov) or sign up at [shorewoodmn.gov/volunteer](http://shorewoodmn.gov/volunteer)

