

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 23, 2023**

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

For those wishing to listen live to the meeting, please go to ci.shorewood.mn.us/current_meeting 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____
Johnson____
Callies____
Maddy____
Sanschagrin____

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 January 9, 2023 | Minutes |
| B. City Council Regular Meeting Minutes of January 9, 2023 | Minutes |
| C. Approve the Verified Claims List | Claims List |
| D. Approve Support for Grant Applications | Planning Director Memo Resolutions 23-009 Resolution 23-010 |
| E. Approve New Hire for Communications Coordinator | City Clerk/HR Director Memo |
| F. Precinct 2 Boundary Adjustment due to Annexation | City Clerk/City Attorney Memo Resolution 23-011 |
| G. Approve Authorization for Service Agreements | Planning Director Memo Resolution 23-012 |
| H. Delegate a Contract Process for Federal Funds | City Engineer Memo Resolution 23-013 |

- I. Transfer from General Fund to prepay 2017A EDA bonds Finance Director Memo
- J. Receive Recommendation on Capital Improvements Program Planning Director Memo
- K. Approve Permanent Appointment of PW Supervisor Chris Heitz PW Director Memo

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, which is not on tonight's agenda, to the attention of the Council. Anyone wishing to address the Council should raise their hand, or if attending remotely please use the "raise hand" function on your screen and wait to be called on. Please make your comments from the podium and identify yourself by your first and last name and your address for the record. Please limit your comments to three minutes. No discussion or action will be taken by the Council on this matter. If requested by the Council, City staff will prepare a report for the Council regarding the matter and place it on the next agenda.

4. REPORTS AND PRESENTATIONS

5. PARKS

6. PLANNING

- A. Report by Commissioner Eggenberger on January 17, 2023 Meeting
- B. Variance to side and rear setbacks for an accessory building Planning Director Memo
Location: 5925 Eureka Road Resolution 23-014
Applicants: Gene German and Sara Lassila Resolution 23-015
- C. Variance to rear setback for and 2nd Story addition Planning Director Memo
Location: 22430 Murray Street Resolution 23-016
Applicant: Clayton Tessness

7. ENGINEERING/PUBLIC WORKS

- A. Authorize Preparation of Scoping Document for Eureka Road N, City Project 23-01 City Engineer Memo
Resolution 23-017

8. GENERAL/NEW BUSINESS

9. STAFF AND COUNCIL REPORTS

- A. Staff
 - 1. 01-09-23 Matters from the Floor response to Kelly Rogers, Planning Director Memo
20960 Radisson Road
- B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, JANUARY 9, 2023

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
6:00 P.M.

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 6:06 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Johnson, Labadie, Callies, Maddy, and Sanschagrin; City Administrator Nevinski; City Clerk/HR Director Thone; Planning Director Darling; and Parks and Recreation Director Crossfield

Absent: None

B. Review Agenda

Johnson moved, Maddy seconded, approving the agenda as presented. Motion passed 5/0.

2. INTERVIEW FOR PARK COMMISSION 6:00 P.M. – Amy Wenner

Mayor Labadie stated that there were two interviews schedule but Ms. Wenner was unable to attend due to illness.

Councilmember Maddy asked if the Council had the option to appoint a candidate without an interview, if they felt her resume was good enough.

Mayor Labadie stated that historically that has not been done, but noted that right now the Parks Commission cannot meet because they do not have a quorum. She suggested that the Council go ahead and discuss Ms. Wenner's resume and additional documents that she had submitted.

The Council reviewed the information and background submitted by Ms. Wenner the length of terms for the open positions, and when the terms would commence.

City Administrator Nevinski suggested that the Council could schedule an interview for Ms. Wenner on January 23, 2023.

Mayor Labadie suggested that the Council take time to mull over that possibility and go ahead and proceed with the second scheduled interview.

6:20 P.M. – David Garske

David Garske introduced himself and shared some information on his background and experience. He noted that he had previously served on the Parks Commission but had left that position when his family moved to Arkansas for a work opportunity for his wife. He stated that

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they have moved back to the City and he wanted to resume his involvement with the Parks Commission.

The Council asked questions of Mr. Garske regarding his interest in serving on the Parks Commission.

Mayor Labadie stated that in addition to the meetings, she would like to see members of the Parks Commission commit to attending two of the four scheduled events, such as Music in the Park or Movie in the Park.

Mr. Garske agreed that sounded reasonable to him and noted that he felt it should almost be a baseline expectation that the Commission members attend a portion of the events.

Mayor Labadie noted that the Council would discuss his possible appointment and take action later tonight at their regular City Council meeting. She explained that someone from the City would be in touch to let him know the results of their discussion.

Planning Director Darling reviewed the required terms based on the language included in the City Code. She noted that it requires the terms to be staggered and gave an overview of when the existing terms expire.

Mayor Labadie stated that she was leery of messing with the term lengths.

The Council discussed term lengths and the current openings

Councilmember Johnson suggested that the Council appoint Amy Wenner to fill the position that expires in 2024, David Garske for the position that expires in 2025, and leave the vacancy that expires in March of 2023 vacant for now.

Mayor Labadie asked how soon the new Commissioners would be able to step into their positions.

City Administrator Nevinski suggested that the Council appoint them to begin at the next Parks Commission meeting in February. He stated that he feels the City needs to get to a point where they have a quorum and can make decisions.

Mayor Labadie asked if the Council could appoint David Garske to the position that was vacated by Joann Schmid that should have expired in March. She stated that this would mean that Mr. Garske would be appointed to the position for three years and one month, expiring February 28, 2026.

Councilmember Johnson noted that if the Council can do that, he would be in support of that action.

The Council discussed term lengths and appointments in greater detail and agreed that they were comfortable appointing Ms. Wenner, without an interview, based on her background and experience. It was proposed Ms. Wenner be appointed to complete the term set to expire February 28, 2025.

Mayor Labadie reiterated that she would like to encourage requirements for the Park Commissioners to attend two of the four City events.

Councilmember Johnson stated that perhaps the City needs to give the Commission members name badges so they are more visible at the various events.

Councilmember Callies stated that she feels the Council can encourage this kind of participation and let them know that it will be a factor in their reappointment.

3. ADJOURN

Johnson moved, Maddy seconded, Adjourning the City Council Work Session Meeting of January 9, 2023, at 6:48 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, JANUARY 9, 2023

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

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

Oaths of Office:

City Administrator Nevinski administered the Oath of Office to:
Dustin Maddy, Council Member
Guy Sanschagrin, Council Member

A. Roll Call

Present: Mayor Labadie; Councilmembers Johnson, Callies, Maddy, and Sanschagrin; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Parks and Recreation Director Crossfield; Director of Public Works Morriem; and, City Engineer Budde

Absent: None

B. Review Agenda

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

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Callies asked to pull items K. and N and place them on the regular agenda for further discussion.

Callies moved, Sanschagrin seconded, Approving the Motions Contained on the Consent Agenda, as amended, and Adopt the Resolutions Therein.

- A. City Council Work Session Minutes of December 12, 2022
- B. Municipal Canvas Board Meeting of December 12, 2022
- C. City Council Regular Meeting Minutes of December 12, 2022
- D. Approval of the Verified Claims List
- E. Approve Master Fee Schedule. Adopting RESOLUTION NO. 23-001, "2023 City Master Fee Schedule".

- F. 2023 Mileage Reimburse Rate
- G. Out of State Travel Policy Approval
- H. Authorize Advertisement for Public Works Light Equipment Operator
- I. Accept Donation from Xcel Energy, Joey Nova's Pizza, Excelsior Eye Care, and Caribou Coffee for Arctic Fever Event, Adopting RESOLUTION NO. 23-002, "A Resolution Accepting Donations to the City of Shorewood 2023 Arctic Fever Event."
- J. Approve Hire of Rink Attendants
- K. ~~Approve Strawberry Lane Street Reconstruction Project Agreements, Adopting RESOLUTION NO. 23-003, "A Resolution..." (moved to 5.C on the regular agenda)~~
- L. Approve Extension of Final Plat Approval for "Excelsior Woods Located at 20325 Excelsior Boulevard for Red Granite Construction, Adopting RESOLUTION NO. 23-004, "A Resolution Approving an Extension to the Final Plat Approval for Excelsior Woods for Property at 20325 Excelsior Boulevard."
- M. COVID Sick Leave Policy, Adopting RESOLUTION NO. 23-005, "A Resolution Approving the Expiration of the Covid Emergency Leave Policy for Shorewood Employees."
- N. ~~Approve Recreation Specialist Appointment (moved to 6.C. on the regular agenda)~~

Motion passed.

3. MATTERS FROM THE FLOOR

Kelly Rogers, 20960 Radisson Road, stated that she had appeared before the Council last spring regarding a dock issue. She stated that since there are new Council members, she was encouraged to come again and speak to the Council. She shared some of the history of her situation with placement of her dock and presented a letter to the Council and asked that it be put on the record. She noted that the property has been sold and her fear is that the new owner will start this situation up again and does not want to have to spend thousands of dollars in more legal fees.

Mayor Labadie confirmed that the letter presented by Ms. Rogers would be placed in the City file.

4. PARKS

A. Review Security Options for Manor Park

Parks and Recreation Director Crossfield asked the Council to disregard the 'Next Steps' direction that was given in her staff report because it was included in error. She reviewed the increase in the level of vandalism which has resulted in costs to repair the restrooms at Manor Park. She

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reviewed some of the security options that staff has considered to address the issue. She explained that they are recommending a dual approach of a FlashCAM and a community mural. She stated that she would recommend that the Council set a spending limit for the cost of the mural and approve purchase of the FlashCAM equipment.

Mayor Labadie asked about the vandalism that has occurred to the building and if it was both interior and exterior.

Parks and Recreation Director Crossfield stated that the damage she has seen, since she has been with the City, has all been in the interior of the building.

Planning Director Darling stated that previously, there has been damage done to the exterior of the building, but recently it has been interior.

Councilmember Sanschagrín asked about the cost of the damage as well as the cost of the proposed solution.

Parks and Recreation Director Crossfield explained that the information staff has received regarding the most recent damage is \$3,970 and stated that the FlashCAM costs \$7,945 plus a shipping fee. She noted that the cost for a community mural, if the City works with a community art teacher or a newer artist, can be low, especially if residents are able to help with the painting process.

Councilmember Sanschagrín explained that it could also be something that could be changed at times and referenced one he had seen in Florida that was cleared every few years for a new project.

Councilmember Callies stated that she really likes the idea of using a creative approach with the addition of a mural in addition to the camera.

Mayor Labadie asked if there were any statistics about the recent vandalism to Badger Park.

Parks and Recreation Director Crossfield stated that she had misspoken earlier when she listed the cost of the vandalism to Manor Park was \$3,970 because that dollar amount was for repainting the vandalism at four parks that had vandalism. She reiterated that the FlashCAM will be portable and can be used to other parks, as needed.

Mayor Labadie reminded the Council of the vandalism that had occurred the night before the Grand Opening celebration for Badger Park in the form of a fire lit inside the building.

Councilmember Maddy asked if the idea was to paint the mural on both the inside and outside of the building.

Parks and Recreation Director Crossfield stated that she would like to see the City do some community engagement with residents in the area to see what they would prefer to see in their neighborhood park. She noted that the recommendation right now is just for a mural at Manor Park, but if it is found to be successful, they could look at doing something similar at Badger Park as well.

The Council discussed various ideas for community involvement and the mural.

Councilmember Callies asked if the FlashCAM would be mounted high enough so it would not be vandalized or stolen.

Parks and Recreation Director Crossfield explained that the recommended height was for it to be mounted fifteen feet high, but it can be installed higher.

Mayor Labadie asked about the statement from the staff report about possible grants that may be available.

Parks and Recreation Director Crossfield explained that for the mural, there are a number of grants available that may be able to help offset those costs.

Mayor Labadie asked if a resolution for this would increase the City's chances of receiving a grant for something like this.

City Attorney Shepherd stated that a resolution may increase their chances. He noted that the Council could make a motion to approve purchase of the FlashCAM and then if they wanted to fill out a grant application for help with the mural costs, they could approve a resolution.

Councilmember Callies stated that she would like the Council to move forward and not wait for a resolution.

Johnson moved, Sanschagrin seconded, to approve the purchase of a FlashCAM for initial use at Manor Park in order to deter vandalism. Motion passed.

Councilmember Johnson stated that he would suggest the first step in moving forward on the possible mural is to reach out to the Manor Park community group that was very involved when there were concerns about the pond. He stated that following that discussion it can come back to the Council with ideas based on their interest level.

Callies moved, Johnson seconded, to direct Parks and Recreation Director Crossfield to explore mural options with members of the community prior to bringing this item back before the Council. Motion passed.

Mayor Labadie asked if the \$3,970 included the time that Public Works staff spent remedying the situation.

Parks and Recreation Director Crossfield stated that dollar figure was just the quote from the contractor to do the repairs and did not include time from Public Works employees.

B. Review Options for Freeman Park Trail Rehabilitation Project

Planning Director Darling reminded the Council that in August they had authorized staff to prepare plans and specifications to rehab all of the paved trails in Freeman Park. She explained that the cost had come back substantially higher than previously estimated and staff has been exploring ways to reduce the project budget and are also beginning the process of submitting various grant applications. She reviewed the possible options for reducing the costs of this project.

Councilmember Sanschagrin asked if there was any data about the use of these trail segments.

Planning Director Darling stated that they do not have any surveys that would document that information.

Councilmember Sanschagrín asked if staff had any thoughts on how the Council could get information from the community that could help drive decisions around these types of investments.

Planning Director Darling stated that she had not moved towards public input for this type of small adjustment.

Councilmember Callies asked about the previous discussions relating to segment B.

Planning Director Darling reminded the Council that they had not decided against reconstructing that particular trail in its current size, but had decided against having it be the Three Rivers Park Districts trailhead corridor because it would have required more wetland impacts, such as a bridge, to go over a portion of the wetland and more tree removal in the area.

Councilmember Callies stated that she was thinking of redoing this section with gravel rather than repaving because of its proximity to the trail.

Councilmember Sanschagrín noted that he has always found it strange that this section is paved and feels it would be nicer if it were unpaved.

Councilmember Johnson stated that segment B is a very neat trail that meanders through two ponds. He stated that he would agree that it would be a more pleasant visual experience if it were unpaved, but there are so few trails that meander through the woods that are paved, so for things like wheelchair or scooter access, he thinks this is a nice trail to have paved and would support repaving it at its current width.

Councilmember Maddy stated that the soil underneath trail segment B is moving and asked if it were paved, how long the pavement will last.

City Engineer Budde stated that he would guess it was built on some poorer wetland type soils and if it were repaved it would most likely last between ten to twenty years without any significant maintenance.

Councilmember Sanschagrín expressed concern about how much this trail segment will be utilized. He stated that if it can be shown that the trail is being used by lots of people who need this type of accessibility, he would support this expense.

Councilmember Johnson noted that he does not know how much it is used but it is accessible to the Shorewood Ponds neighborhood that has a fair amount of people who utilize motorized scooters and likes the idea of them having this option.

Councilmember Sanschagrín suggested that the Council or staff reach out to that community to get their input.

The Council discussed the other proposed changes in order to reduce costs and the various options for approaching segment B.

City Administrator Nevinski suggested that the Council could bid the project with segment B as an alternate and see what the pricing comes back as.

Councilmember Johnson noted that this item is not a public hearing, but has seen a few hands pop up in the audience and asked if the Council would be open to getting some public input on this item.

Pat Arnst, 5480 Teal Circle, stated that she was on the Park Commission when segment B was put in and noted that it was left over bituminous from a project done elsewhere. She stated that she did not think there was even a base put in underneath the material. She stated that the thought behind their putting this in was the heavy usage in the summer and the possibility of people wanting to pass through the park without encountering a bunch of soccer players. She stated that the pass through between ballfields has always been a sore point with her because when the Park Commission made the decision to pave it, they wanted it closed to cars. She stated that this was heavily debated by the Council who determined that they wanted it closed to vehicles and a chain was put across on both ends, however, over the years that has disappeared. She stated that, as a resident, she would be in support of keeping segment B paved.

Christine Sanschagrin, 27725 Island View Road, stated that she thinks it is important to get feedback from the general public before this type of decision is made. She stated that she has been astonished that in the spring it is very difficult to park or enter the Park because the parking lot is too muddy. She stated that she would rather see trails that do not have hard cover with the ability to actually enter the parking lot to park cars. She stated that their Girl Scout Troop has had a Little Small Library there for years and explained that at times she cannot restock it with books because she cannot park. She stated that for people with accessibility issues, she feels that would be a much larger priority than repaving trails that are already paved. She reiterated that she feels it is important to actually get input from community members who actually use the parking lot with the difficulties that are present in the springtime.

Mayor Labadie confirmed with Planning Director Darling that the Park Tours that take place every year are open to the public and asked staff how long this project has been discussed.

Planning Director Darling explained that it was brought up as an important project around 2018 but from conversations she has had with residents, it was previously included as part of a CIP and then for some reason it was removed. She stated that she believes that Three Rivers Park District entered the discussions in about 2021 regarding the possibility of having a trailhead.

Councilmember Johnson reiterated that he did not want the decision for segment B to be solely based on cost.

Planning Director Darling explained the potential complications with grant applications if segment B is included as an alternate.

City Engineer Budde stated that it is possible, once they thoroughly understand the grants, that this choice may not impede the City in the grant process.

Planning Director Darling stated that she has a bit of time to research this more and can bring it back to the Council at a later date.

Mayor Labadie stated that she thinks the Council is in agreement on everything except segment B.

There was Consensus of the Council to proceed as discussed, with the recommendation to have segment B be gravel and not repaved; segment L paved; for segment G to reduce the pavement to 12 feet, so there is emergency access only and restore some of the turf areas; and that segment J be kept the same size and not be widened.

5. ENGINEERING/PUBLIC WORKS

A. Authorize Eminent Domain – Strawberry Lane Street Reconstruction Project, City Project 19-05

City Engineer Budde explained that the Council has gone through the process of approving the Strawberry Lane project that have included some required easements and right of entries. He explained that staff has tried to avoid eminent domain, but in this situation, staff has been attempting to contact the property owner for over eleven months. He stated that this particular property is a rental and staff had even spoken with the tenants who provided a phone number for the owner, however, the owner has not responded to any of the voice mail message that have been left. He stated that the City has also sent certified mail to the property owner, but that has also not received any response. He stated that staff feels that they have tried every angle possible to get in touch with the property owners with no success, so the next step is to pursue eminent domain for this particular property. He noted that if this process is initiated in January, the City should have access to the property in May in order to allow for construction. He stated that the eminent domain process does not mean that the City will not still compensate the property owner and if the property owner contacts the City they are also still open to negotiations.

Councilmember Sanschagrin asked if there was any idea of costs for this process.

City Engineer Budde stated that the appraisal price was around \$20,000 for the property but was unsure how much the eminent domain process would cost.

City Attorney Shepherd stated that he does not have an exact estimate cost for this process and explained that Dave Kendall would be the attorney handling the eminent domain litigation. He stated that if he had to 'spitball' a cost, he would think it would be around \$8,000 - \$10,000. He noted that there are times that eminent domain is filed and then you are able to settle it without having to go all the way through the entire court process.

Councilmember Sanschagrin asked if the City had a history of using eminent domain.

City Engineer Budde stated that over the last twenty years there have been a handful of other times where eminent domain has been used, but noted that he was not sure that it went through the full court process, but knows that Council took the action to file for eminent domain.

Councilmember Callies shared some background on how the eminent domain process works from a legal standpoint and noted that many times people do kind of snap to attention and come to an agreement before the process is completed in the courts. She noted that she thinks that the Council does not have much of a choice at this stage but to move forward with the eminent domain process in order for the project to be able to move forward.

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Mayor Labadie stated that she agreed and noted that this is not the City's preferred route, but despite the City vigorously pursuing this property owner, they have not gotten any response, so not taking this action could delay the entire project.

Johnson moved, Callies seconded, Adopting RESOLUTION NO. 23-006, "A Resolution Authorizing Eminent Domain of Land for Public Purposes for the Strawberry Lane Street Improvement Project, City Project 19-05." Motion passed 4-1 (Sanschagrín opposed)

B. Change Order for Street Sweeping Disposal

City Engineer Budde explained that the Council had approved a bid for removal of street sweepings that had been stockpiled at Public Works over the last few years. He stated that after the material was hauled off, the hauler contacted the City and stated that they felt they had hauled more than the agreed upon 500 cubic yards. He stated that following investigation, it was found that the surveyors had only included one of the stockpiles on the site, so when it was completed, the haulers had actually removed 734 cubic yards of material. He stated that to be fair to the contractor, staff feels the City should pay a change order in the amount of \$35,562.30 in order to pay them for hauling away the additional material that was inadvertently missed in the initial request.

Councilmember Maddy asked where the material was hauled for disposal.

City Engineer Budde explained that because there was the potential for contaminants it is required to be hauled to the Dem-Con landfill just south of Shakopee to be used as cover to prevent light stuff from blowing off of the site.

Johnson moved, Maddy seconded, to approve the Change Order in the amount of \$35,562.30 to W.M. Mueller & Sons, Inc. for the 2022 Street Sweeping Removals, City Project 22-08. Motion passed.

C. Approve Strawberry Lane Street Reconstruction Project Agreements

City Engineer Budde stated that as part of this project he has been able to negotiate a number of roadway, drainage and utility easements, as well as right of entries with various property owners. He stated that this is not all of them and noted that he still has about three that he is still looking to acquire, but those are not critical to advancing the project at this time. He noted that the City had budgeted \$175,000 and the current total of monetary compensation for these properties is \$182,000. He noted that the agreements included in the packet are unsigned but noted that he has a majority of the agreements in his office that have been signed and for the others, he has verbal agreements and is expecting the signatures.

Councilmember Sanschagrín asked if there was an estimate of the 'non-cash' easements costs would be.

City Engineer Budde stated that he did not have that information in front of him.

Councilmember Callies asked if the properties he had not yet heard back from had been included in the resolution language. She stated that she would prefer that the agreements be approved for those that have been signed and then have another motion for the MOA. She stated that

lumping them all together feels a bit confusing to her even though the information has been included in the packet.

City Engineer Budde stated that after consulting with City Attorney Shepherd, there was no need to be a resolution for this and could be handled with separate motions.

City Attorney Shepherd stated that this was correct and noted that he felt Councilmember Callies was asking for a delineation between which properties the right of entries are applied to and which ones have an MOU.

Councilmember Callies stated that City Engineer Budde had also mentioned two properties that he did not have signed agreements.

City Engineer Budde stated that was true but those individuals have verbally agreed to them, but explained that they had been included in the language.

Councilmember Callies stated that if something ended up happening with those properties if the Council would have to go back and amend the resolution. She explained that including those properties seemed premature to her. She stated that she is in favor of approving the agreements that have been made but explained that the process seems a bit confusing to her.

Councilmember Sanschagrín asked for a refresher on when the Council had made the decision to go with the western alignment.

City Engineer Budde stated that he believes it was back around February when the discussions started and explained that the Council had discussed the alignment over about three different meetings. He noted that he believed the Council made their decision about the alignment sometime around April.

Councilmember Callies explained that there was much more public support for the western alignment.

Councilmember Johnson agreed and noted that ultimately, the neighborhood came together and promoted the western alignment.

Mayor Labadie stated that she agreed with Councilmember Callies that the resolution, as written, is a bit 'sticky' since the individuals who only have a verbal agreement have been included in the resolution.

City Attorney Shepherd suggested that the Council have a motion that approves right of entry agreements for: 5825 Strawberry Lane; 5845 Strawberry Lane; 5970 Strawberry Lane; and 6185 Strawberry Lane.

Callies moved, Johnson seconded, Approving Right of Entry Agreements for properties at: 5825 Strawberry Lane; 5845 Strawberry Lane; 5970 Strawberry Lane; and 6185 Strawberry Lane. Motion passed.

City Attorney Shepherd suggested a separate motion for the MOUs for: 5885 Strawberry Lane; 6060 Strawberry Lane; 6075 Strawberry Lane; and 6170 Strawberry Lane.

Johnson moved, Labadie seconded, Approving Memorandum of Understandings for properties located at: 5885 Strawberry Lane; 6060 Strawberry Lane; 6075 Strawberry Lane; and 6170 Strawberry Lane. Motion passed.

6. GENERAL/NEW BUSINESS

A. 2023 Annual Appointments and Designations

City Administrator Nevinski explained that the Council takes action on an annual basis to make various appointments and designations for 2023.

The Council went through the offices and positions line by line:

Acting Mayor: Councilmember Callies

Park Commission Liaison: Councilmember Sanschagrin – January – June; Councilmember Johnson July – December

Planning Commission Liaison: Councilmember Maddy – January – June; Councilmember Callies – July – December

SCEC: Removed, as no longer necessary

Metro Cities and League of MN Cities and Alternate: Removed, as no longer necessary

LMCC and Alternate: Councilmember Sanschagrin and Councilmember Maddy (Alternate)

South Lake Minnetonka PD Coordinating Committee and Alternate: Mayor Labadie and Councilmember Callies (Alternate)

Excelsior Fire District Board and Alternate: Councilmember Johnson and Councilmember Maddy (Alternate)

Personnel Committee: Removed, as no longer necessary

Weed Inspector: Mayor Labadie

Assistant Weed Inspector: Chris Heitz and Luke Weber, Public Works employees

Electronic Funds Transfer Authority: Joe Rigdon, Michelle Nguyen, and Marc Nevinski

City Attorney: Jared Shepherd, Campbell Knutson, P.A.

City Prosecutor: Campbell Knutson, P.A.

MCE Representative: Open for the time being

Official Depositories: Alerus Bank, 4M Fund and other depositories, as necessary

Official Newspaper: Sun Sailor and Laker Pioneer News, as applicable

Johnson moved, Labadie seconded, Adopting **RESOLUTION NO. 23-007**, “A Resolution Designating 2023 Annual Appointments to Certain Offices and Positions within the City of Shorewood.” Motion passed.

B. Approve Appointment of Park Commissioners

City Clerk/HR Director Thone stated that the Council interviewed one applicant at their earlier Work Session meeting for consideration of appointment to the Park Commission. She noted that the other candidate that was supposed to be interviewed was ill, but had submitted her resume for consideration.

Mayor Labadie stated that she felt both candidates were high caliber candidates.

Councilmember Callies explained that one of the terms open only has one month left and so the Council had discussed appointing David Garske to a one month and three year term which would end February 28, 2026, and appointing Amy Wenner to a term ending February 28, 2025.

Callies moved, Sanschagrin seconded, Adopting RESOLUTION NO. 23-008, "A Resolution Making Appointments to the Shorewood Park Commission." Motion passed.

C. Approve Recreation Specialist Appointment

Parks and Recreation Director Crossfield explained that following recruitment for a Recreation Specialist, Stephany Vasser was selected. She stated that Ms. Vasser has been with the City for eight years in various part-time positions and has also served as a former Parks Commissioner. Staff recommends approval of this promotion for Ms. Vasser.

Councilmember Callies stated that she does not have any questions about Ms. Vasser's qualifications, but had asked for this to be removed from the Consent Agenda because she was not familiar with this particular position. She stated that if this was a new position she felt it should have come up for Council discussion rather than just being on the Consent Agenda.

City Administrator Nevinski stated that this is a positions that falls into a bit of a gray area. He explained that this would be a part-time position that has work flow that ebbs and flows, depending on the season. He stated that the decision was made at a staff level that this was kind of a minor administrative decision which was why it was not brought forward to the Council, but noted that this kind of thing would be a good discussion point for the Council to have with staff in order to determine what they would like to see and what they want staff to just handle without too much Council involvement.

Councilmember Callies stated that she thinks that suggestion is a good idea because if the City is understaffed, Council should know about that and if new positions are needed, she thinks they should also hear about that.

Mayor Labadie asked how many hours a week this position will have.

Parks and Recreation Director Crossfield stated that it will ebb and flow and explained that she had posted it as approximately 8-12 hours/week.

City Administrator Nevinski noted that Parks and Recreation Director Crossfield's duties have evolved a bit from former Parks and Recreation Director Grout, so she has some additional duties and he wants to make sure she has the time and the capacity to focus on those things and have support for the day to day items from this position.

Callies moved, Sanschagrin seconded to Approve Promotion of Stephany Vasser as Recreation Specialist. Motion passed.

7. STAFF AND COUNCIL REPORTS

A. Staff

Parks and Recreation Director Crossfield reminded the Council that Arctic Fever is coming up in two weeks and noted that details about the event will be posted on Facebook. She noted that the

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

JANUARY 9, 2023

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hiring process for the Ink Rink Attendants has been a challenging process but is hopeful they will be up and running following Martin Luther King, Jr. Day.

Mayor Labadie stated that the local school district uses a communication method called 'Peach Jar' and asked if there was a way that the City could get Arctic Fever information posted on that.

Parks and Recreation Director Crossfield noted that she had used that communication method in prior positions and will check into that possibility.

City Engineer Budde stated that the contractor for the Smithtown Ponds project began hauling today which should take about two weeks. He stated that staff is working on the Highway 7 Corridor issue and has had conversations with MnDOT and the adjacent communities to gauge interest in participation in a study so the scope can be better defined.

Mayor Labadie explained that the City had hosted a meeting related to the Highway 7 issue which was well attended and included three State Senators, three House Representatives, the Superintendent of Minnetonka schools, the Mayor of Chanhassen, three representatives from MnDOT, and various City staff members. She stated that City Engineer Budde ran the meeting and presented the information which was well done. She noted that she felt it was a productive meeting, but unfortunately the process is going to be much slower than she would prefer.

Public Works Director Morriem explained that today was supposed to be his first in person day with the City, however he contracted COVID last week, so was only able to attend on-line. He assured the Council that he was working on getting up to speed on Public Works activities in the City.

Mayor Labadie asked that appreciation be extended to the Public Works staff for their efforts on snow removal from the recent snow events.

City Administrator Nevinski stated that it has been a very busy week for him with meeting everyone and sifting through everything that is happening in the City. He thanked the Council for taking the time to meet and have discussions with him. He expressed his appreciation that Interim City Administrator Shukle was allowed to stay on to help guide him through the transition.

B. Mayor and City Council

Councilmember Sanschagrin expressed his appreciation to City Administrator Nevinski and City Engineer Budde for the time they spent discussing the eminent domain issue with him. He stated that it is well documented that City Engineer Budde has worked hard to resolve this issue without eminent domain but explained that he is hopeful that the City will not need to take this kind of action in the future.

Councilmember Callies asked if staff felt it would be worth it to advertise the vacancies on the Planning and Park Commissions in the Sun Sailor paper.

Planning Director Darling stated that she can explore this option with City Clerk/HR Director Thone. She explained that they had already considered doing another e-mail blast to let people know that there were still two open positions.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

JANUARY 9, 2023

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Mayor Labadie stated that she had attended the Regional Council of Mayors meeting earlier today where there were about twenty-five mayors in attendance and twenty professionals from the housing community where they discussed housing, affordable housing, affordable rental pricing. She stated that the topic for upcoming meetings will be equity and inclusion; water; and public safety. She noted that tomorrow she and City Administrator Nevinski will be attending the quarterly meeting held by the Minnetonka Superintendent.

8. ADJOURN

Sanschagrín moved, Johnson seconded, Adjourning the City Council Regular Meeting of January 9, 2023, at 9:18 P.M. Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



#2 C

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: Verified Claims

Meeting Date: January 23, 2023

Prepared by: Michelle Nguyen, Senior Accountant
Joe Rigdon, Finance Director

Attachments: Claims lists

Policy Consideration:

Should the attached claims against the City of Shorewood be paid?

Background:

Claims for council authorization.

| | |
|--------------------------------|-----------------------|
| 67878 – 67909 & ACH | 2,052,208.30 |
| Total Claims | \$2,052,208.30 |

We have also included a payroll summary for the payroll period ending **January 15, 2023**.

Financial or Budget Considerations:

These expenditures are reasonable and necessary to provide services to our residents and funds are budgeted and available for these purposes.

Options:

The City Council may accept the staff recommendation to pay these claims or may reject any expenditure it deems not in the best interest of the city.

Recommendation / Action Requested:

Staff recommends approval of the claims list as presented.

Next Steps and Timelines:

Checks will be distributed following approval.

Payroll

G/L Distribution Report

User: mnguyen
Batch: 00002.01.2023 - PR-01-13-2023
CITY OF SHOREWOOD



| Account Number | Debit Amount | Credit Amount | Description |
|------------------|--------------|---------------|---------------------------|
| FUND 101 | General Fund | | |
| 101-00-1010-0000 | 0.00 | 94,960.92 | CASH AND INVESTMENTS |
| 101-11-4103-0000 | 2,125.00 | 0.00 | PART-TIME |
| 101-11-4122-0000 | 162.56 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-13-4101-0000 | 12,034.27 | 0.00 | FULL-TIME REGULAR |
| 101-13-4103-0000 | 838.68 | 0.00 | PART-TIME |
| 101-13-4121-0000 | 965.49 | 0.00 | PERA CONTRIB - CITY SHARE |
| 101-13-4122-0000 | 960.26 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-13-4131-0000 | 7,840.74 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-13-4151-0000 | 69.28 | 0.00 | WORKERS COMPENSATION |
| 101-15-4101-0000 | 5,786.52 | 0.00 | FULL-TIME REGULAR |
| 101-15-4121-0000 | 434.00 | 0.00 | PERA CONTRIB - CITY SHARE |
| 101-15-4122-0000 | 443.67 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-15-4131-0000 | 2,413.27 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-15-4151-0000 | 31.53 | 0.00 | WORKERS COMPENSATION |
| 101-18-4101-0000 | 8,733.86 | 0.00 | FULL-TIME REGULAR |
| 101-18-4103-0000 | 53.02 | 0.00 | PART-TIME |
| 101-18-4121-0000 | 659.01 | 0.00 | PERA CONTRIB - CITY SHARE |
| 101-18-4122-0000 | 579.47 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-18-4131-0000 | 3,694.86 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-18-4151-0000 | 51.57 | 0.00 | WORKERS COMPENSATION |
| 101-24-4101-0000 | 3,727.44 | 0.00 | FULL-TIME REGULAR |
| 101-24-4121-0000 | 279.56 | 0.00 | PERA CONTRIB - CITY SHARE |
| 101-24-4122-0000 | 294.88 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-24-4131-0000 | 920.78 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-24-4151-0000 | 18.99 | 0.00 | WORKERS COMPENSATION |
| 101-32-4101-0000 | 10,399.88 | 0.00 | FULL-TIME REGULAR |
| 101-32-4102-0000 | 1,263.05 | 0.00 | OVERTIME |
| 101-32-4121-0000 | 874.70 | 0.00 | PERA CONTRIB - CITY SHARE |
| 101-32-4122-0000 | 895.57 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-32-4131-0000 | 4,275.50 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-32-4151-0000 | 812.63 | 0.00 | WORKERS COMPENSATION |
| 101-33-4101-0000 | 9,953.58 | 0.00 | FULL-TIME REGULAR |
| 101-33-4102-0000 | 3,598.01 | 0.00 | OVERTIME |
| 101-33-4121-0000 | 1,016.36 | 0.00 | PERA CONTRIB - CITY SHARE |

| Account Number | Debit Amount | Credit Amount | Description |
|--------------------|--------------------------------|------------------|---------------------------|
| 101-33-4122-0000 | 795.10 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-33-4131-0000 | 593.70 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-33-4151-0000 | 744.91 | 0.00 | WORKERS COMPENSATION |
| 101-52-4101-0000 | 3,343.93 | 0.00 | FULL-TIME REGULAR |
| 101-52-4121-0000 | 250.78 | 0.00 | PERA CONTRIB - CITY SHARE |
| 101-52-4122-0000 | 279.78 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-52-4131-0000 | 2,165.47 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-52-4151-0000 | 253.48 | 0.00 | WORKERS COMPENSATION |
| 101-53-4101-0000 | 132.48 | 0.00 | FULL-TIME REGULAR |
| 101-53-4121-0000 | 9.94 | 0.00 | PERA CONTRIB - CITY SHARE |
| 101-53-4122-0000 | 19.30 | 0.00 | FICA CONTRIB - CITY SHARE |
| 101-53-4131-0000 | 157.67 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 101-53-4151-0000 | 6.39 | 0.00 | WORKERS COMPENSATION |
| FUND Total: | 94,960.92 | 94,960.92 | |
| FUND 201 | Shorewood Comm. & Event Center | | |
| 201-00-1010-0000 | 0.00 | 5,290.37 | CASH AND INVESTMENTS |
| 201-00-4101-0000 | 3,622.96 | 0.00 | FULL-TIME REGULAR |
| 201-00-4103-0000 | 721.07 | 0.00 | PART-TIME |
| 201-00-4121-0000 | 295.44 | 0.00 | PERA CONTRIB - CITY SHARE |
| 201-00-4122-0000 | 316.42 | 0.00 | FICA CONTRIB - CITY SHARE |
| 201-00-4131-0000 | 236.50 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 201-00-4151-0000 | 97.98 | 0.00 | WORKERS COMPENSATION |
| FUND Total: | 5,290.37 | 5,290.37 | |
| FUND 601 | Water Utility | | |
| 601-00-1010-0000 | 0.00 | 11,503.42 | CASH AND INVESTMENTS |
| 601-00-4101-0000 | 4,770.09 | 0.00 | FULL-TIME REGULAR |
| 601-00-4102-0000 | 569.07 | 0.00 | OVERTIME |
| 601-00-4121-0000 | 400.43 | 0.00 | PERA CONTRIB - CITY SHARE |
| 601-00-4122-0000 | 472.98 | 0.00 | FICA CONTRIB - CITY SHARE |
| 601-00-4131-0000 | 4,987.15 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 601-00-4151-0000 | 303.70 | 0.00 | WORKERS COMPENSATION |
| FUND Total: | 11,503.42 | 11,503.42 | |
| FUND 611 | Sanitary Sewer Utility | | |
| 611-00-1010-0000 | 0.00 | 9,956.05 | CASH AND INVESTMENTS |
| 611-00-4101-0000 | 4,196.96 | 0.00 | FULL-TIME REGULAR |
| 611-00-4102-0000 | 514.98 | 0.00 | OVERTIME |
| 611-00-4121-0000 | 353.40 | 0.00 | PERA CONTRIB - CITY SHARE |
| 611-00-4122-0000 | 408.30 | 0.00 | FICA CONTRIB - CITY SHARE |
| 611-00-4131-0000 | 4,227.55 | 0.00 | EMPLOYEE INSURANCE - CITY |

| Account Number | Debit Amount | Credit Amount | Description |
|----------------------|-----------------------|-------------------|--------------------------------|
| 611-00-4151-0000 | 254.86 | 0.00 | WORKERS COMPENSATION |
| FUND Total: | 9,956.05 | 9,956.05 | |
| FUND 631 | Storm Water Utility | | |
| 631-00-1010-0000 | 0.00 | 2,379.97 | CASH AND INVESTMENTS |
| 631-00-4101-0000 | 999.75 | 0.00 | FULL-TIME REGULAR |
| 631-00-4121-0000 | 74.99 | 0.00 | PERA CONTRIB - CITY SHARE |
| 631-00-4122-0000 | 105.85 | 0.00 | FICA CONTRIB - CITY SHARE |
| 631-00-4131-0000 | 1,154.16 | 0.00 | EMPLOYEE INSURANCE - CITY |
| 631-00-4151-0000 | 45.22 | 0.00 | WORKERS COMPENSATION |
| FUND Total: | 2,379.97 | 2,379.97 | |
| FUND 700 | Payroll Clearing Fund | | |
| 700-00-1010-0000 | 124,090.73 | 0.00 | CASH AND INVESTMENTS |
| 700-00-2170-0000 | 0.00 | 49,902.28 | GROSS PAYROLL CLEARING |
| 700-00-2171-0000 | 0.00 | 10,422.97 | HEALTH INSURANCE PAYABLE |
| 700-00-2172-0000 | 0.00 | 7,373.01 | FEDERAL WITHHOLDING PAYABLE |
| 700-00-2173-0000 | 0.00 | 3,190.86 | STATE WITHHOLDING PAYABLE |
| 700-00-2174-0000 | 0.00 | 11,462.48 | FICA/MEDICARE TAX PAYABLE |
| 700-00-2175-0000 | 0.00 | 10,479.65 | PERA WITHHOLDING PAYABLE |
| 700-00-2176-0000 | 0.00 | 3,896.50 | DEFERRED COMPENSATION |
| 700-00-2177-0000 | 0.00 | 2,690.54 | WORKERS COMPENSATION |
| 700-00-2179-0000 | 0.00 | 148.05 | SEC 125 DEP CARE REIMB PAYABLE |
| 700-00-2183-0000 | 0.00 | 23,065.64 | HEALTH SAVINGS ACCOUNT |
| 700-00-2184-0000 | 0.00 | 1,248.75 | DENTAL DELTA |
| 700-00-2185-0000 | 0.00 | 210.00 | DENTAL - UNION |
| FUND Total: | 124,090.73 | 124,090.73 | |
| Report Total: | 248,181.46 | 248,181.46 | |

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 01/13/2023 - 2:19PM
Batch: 00003.01.2023 - PR-01-13-2023



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|--|-----------|--------------|-------------------|--|
| Vendor: 4 | AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL | | | Check Sequence: 1 | ACH Enabled: True |
| January-2023 | Jan-2023: Robert Hanson-Tim Kosek-Bruce Star | 210.00 | 01/13/2023 | 700-00-2185-0000 | PR Batch 00002.01.2023 Dental - Union |
| | Check Total: | 210.00 | | | |
| Vendor: 5 | EFTPS - FEDERAL W/H | | | Check Sequence: 2 | ACH Enabled: True |
| PR-01-13-2023 | PR Batch 00002.01.2023 FICA Employee Portio | 4,647.29 | 01/13/2023 | 700-00-2174-0000 | PR Batch 00002.01.2023 FICA Employee I |
| PR-01-13-2023 | PR Batch 00002.01.2023 FICA Employer Portio | 4,647.29 | 01/13/2023 | 700-00-2174-0000 | PR Batch 00002.01.2023 FICA Employer I |
| PR-01-13-2023 | PR Batch 00002.01.2023 Medicare Employee Pc | 1,081.05 | 01/13/2023 | 700-00-2174-0000 | PR Batch 00002.01.2023 Medicare Emplo |
| PR-01-13-2023 | PR Batch 00002.01.2023 Medicare Employer Po | 1,086.85 | 01/13/2023 | 700-00-2174-0000 | PR Batch 00002.01.2023 Medicare Emplo |
| PR-01-13-2023 | PR Batch 00002.01.2023 Federal Income Tax | 7,373.01 | 01/13/2023 | 700-00-2172-0000 | PR Batch 00002.01.2023 Federal Income T |
| | Check Total: | 18,835.49 | | | |
| Vendor: 6 | HEALTH PARTNERS-MEDICAL | | | Check Sequence: 3 | ACH Enabled: True |
| January-2023 | PR Batch 00001.01.2023 Health Insurance-HSA | 5,100.00 | 01/03/2023 | 700-00-2171-0000 | PR Batch 00001.01.2023 Health Insurance |
| January-2023 | PR Batch 00002.01.2023 Health Insurance-HSA | 6,345.89 | 01/13/2023 | 700-00-2171-0000 | PR Batch 00002.01.2023 Health Insurance |
| January-2023 | PR Batch 00001.01.2023 Health Ins - CoPay-1 | 3,650.00 | 01/03/2023 | 700-00-2171-0000 | PR Batch 00001.01.2023 Health Ins - CoPa |
| January-2023 | PR Batch 00002.01.2023 Health Ins - CoPay-2 | 4,077.08 | 01/13/2023 | 700-00-2171-0000 | PR Batch 00002.01.2023 Health Ins - CoPa |
| | Check Total: | 19,172.97 | | | |
| Vendor: 1166 | HEALTHPARTNER-DENTAL | | | Check Sequence: 4 | ACH Enabled: True |
| January-2023 | PR Batch 00002.01.2023 Dental - Non Union | 1,248.75 | 01/13/2023 | 700-00-2184-0000 | PR Batch 00002.01.2023 Dental - Non Uni |
| January-2023-CB | PR Batch 00002.01.2023 Dental - Non Union-CB | 48.65 | 01/13/2023 | 700-00-2184-0000 | PR Batch 00002.01.2023 Dental - Non Uni |
| | Check Total: | 1,297.40 | | | |
| Vendor: 2 | ICMA RETIREMENT TRUST-302131-457 | | | Check Sequence: 5 | ACH Enabled: True |
| PR-01-13-2023 | PR Batch 00002.01.2023 Deferred Comp-ICMA | 2,582.68 | 01/13/2023 | 700-00-2176-0000 | PR Batch 00002.01.2023 Deferred Comp-I |
| PR-01-13-2023 | PR Batch 00002.01.2023 Deferred Comp-ICMA | 88.82 | 01/13/2023 | 700-00-2176-0000 | PR Batch 00002.01.2023 Deferred Comp-I |
| | Check Total: | 2,671.50 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|---|-----------|--------------|-------------------|---|
| Vendor: 11 | MINNESOTA DEPARTMENT OF REVENUE | | | Check Sequence: 6 | ACH Enabled: True |
| PR-01-13-2023 | PR Batch 00002.01.2023 State Income Tax | 3,190.86 | 01/13/2023 | 700-00-2173-0000 | PR Batch 00002.01.2023 State Income Tax |
| | Check Total: | 3,190.86 | | | |
| Vendor: 1091 | MSRS-MN DEFERRED COMP PLAN 457 | | | Check Sequence: 7 | ACH Enabled: True |
| PR-01-13-2023 | PR Batch 00002.01.2023 Deferred Comp-MSRS | 1,225.00 | 01/13/2023 | 700-00-2176-0000 | PR Batch 00002.01.2023 Deferred Comp-MSRS |
| | Check Total: | 1,225.00 | | | |
| Vendor: 665 | OPTUM BANK | | | Check Sequence: 8 | ACH Enabled: True |
| PR-01-13-2023 | PR Batch 00002.01.2023 HSA-OPTUM BANK | 23,065.64 | 01/13/2023 | 700-00-2183-0000 | PR Batch 00002.01.2023 HSA-OPTUM BANK |
| | Check Total: | 23,065.64 | | | |
| Vendor: 9 | PERA | | | Check Sequence: 9 | ACH Enabled: True |
| PR-01-13-2023 | PR Batch 00002.01.2023 MN-PERA Deduction | 4,865.55 | 01/13/2023 | 700-00-2175-0000 | PR Batch 00002.01.2023 MN-PERA Deduction |
| PR-01-13-2023 | PR Batch 00002.01.2023 MN PERA Benefit Em | 5,614.10 | 01/13/2023 | 700-00-2175-0000 | PR Batch 00002.01.2023 MN PERA Benefit Em |
| | Check Total: | 10,479.65 | | | |
| | Total for Check Run: | 80,148.51 | | | |
| | Total of Number of Checks: | 9 | | | |

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 01/18/2023 - 2:42PM
Batch: 00004.01.2023 - AP-01-23-2023



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|-----------------------------------|----------|--------------|-------------------|--------------------|
| Vendor: 921 | ASCAP | | | Check Sequence: 1 | ACH Enabled: False |
| 100006019547 | SCEC-Annual Music Service | 420.00 | 01/23/2023 | 201-00-4433-0000 | |
| | Check Total: | 420.00 | | | |
| Vendor: 125 | BOYER FORD TRUCKS | | | Check Sequence: 2 | ACH Enabled: True |
| 002P15081 | Seal | 31.78 | 01/23/2023 | 101-32-4245-0000 | |
| 008P18280 | Truck Repairs | 112.38 | 01/23/2023 | 101-52-4221-0000 | |
| 008P18327 | Wiper Spray | 25.52 | 01/23/2023 | 101-32-4221-0000 | |
| | Check Total: | 169.68 | | | |
| Vendor: 1287 | RYAN JEFFREY BRANT | | | Check Sequence: 3 | ACH Enabled: True |
| 2023-CoatGear | 2023-Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: 133 | CARGILL, INCORPORATED | | | Check Sequence: 4 | ACH Enabled: False |
| 2907851910 | Salt for Deicing | 2,527.42 | 01/23/2023 | 101-32-4250-0000 | |
| 2907855228 | Salt for Deicing | 2,544.76 | 01/23/2023 | 101-32-4250-0000 | |
| | Check Total: | 5,072.18 | | | |
| Vendor: 147 | CITY OF MOUND | | | Check Sequence: 5 | ACH Enabled: True |
| 1st Qtr-2024 | Fire Svc & Protection Payment | 6,913.25 | 01/23/2023 | 101-22-4400-0000 | Quarterly |
| | Check Total: | 6,913.25 | | | |
| Vendor: 1035 | NELIA CRISWELL #8574 | | | Check Sequence: 6 | ACH Enabled: True |
| Jan-2023-Mile | Reimbursement-Jan-Mileage | 44.63 | 01/23/2023 | 101-13-4331-0000 | |
| Jan-2023-Target | Reimbursement-Target-Gift Card-Ed | 23.74 | 01/23/2023 | 101-13-4245-0000 | |
| | Check Total: | 68.37 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|------------------|--|----------|--------------|--------------------|--------------------|
| Vendor: 989 | ANDREW ERNEST ESLINGER | | | Check Sequence: 7 | ACH Enabled: True |
| 2023-CoatGear | Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: 186 | FERGUSON WATERWORKS, LLC. No.2518 | | | Check Sequence: 8 | ACH Enabled: False |
| 0499517 | Water Meters Purchased | 1,240.00 | 01/23/2023 | 601-00-4265-0000 | |
| 0506521 | Neptune 360 AMR-Annual & Setup Fee | 5,475.83 | 01/23/2023 | 601-00-4640-0000 | |
| | Check Total: | 6,715.83 | | | |
| Vendor: UB*00519 | Bruce & Cynthia Fiedler | | | Check Sequence: 9 | ACH Enabled: False |
| | Refund Check 005201-000, 5955 Lk Linden Ct | 0.64 | 01/17/2023 | 601-00-2010-0000 | |
| | Refund Check 005201-000, 5955 Lk Linden Ct | 0.75 | 01/17/2023 | 611-00-2010-0000 | |
| | Refund Check 005201-000, 5955 Lk Linden Ct | 0.32 | 01/17/2023 | 631-00-2010-0000 | |
| | Refund Check 005201-000, 5955 Lk Linden Ct | 0.32 | 01/17/2023 | 621-00-2010-0000 | |
| | Check Total: | 2.03 | | | |
| Vendor: 417 | ROBERT HANSON | | | Check Sequence: 10 | ACH Enabled: True |
| 2023-CoatGear | Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: 211 | HAWKINS, INC. | | | Check Sequence: 11 | ACH Enabled: True |
| 6379313 | Chemicals Water Treatment | 190.00 | 01/23/2023 | 601-00-4245-0000 | |
| | Check Total: | 190.00 | | | |
| Vendor: 861 | CHRISTOPHER HEITZ | | | Check Sequence: 12 | ACH Enabled: True |
| 2023-CoatGear | Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: 471 | HENNEPIN COUNTY ACCOUNTS RECEIVABLE | | | Check Sequence: 13 | ACH Enabled: False |
| 26-2022-AC | TIF District Fees | 1,012.42 | 01/23/2023 | 470-00-4400-0019 | |
| | Check Total: | 1,012.42 | | | |
| Vendor: 1308 | HI-LINE INC. | | | Check Sequence: 14 | ACH Enabled: False |
| 11007813 | Fuses for Equipment | 7.55 | 01/23/2023 | 101-32-4221-0000 | |
| 11007861 | Misc. Hardware for Equipment | 607.39 | 01/23/2023 | 101-32-4221-0000 | |
| | Check Total: | 614.94 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|------------------|---|-----------|--------------|--------------------|--------------------|
| Vendor: 436 | MARK HODGES | | | Check Sequence: 15 | ACH Enabled: True |
| 2023-001 | Work Session - Council Recording-01/09/2023 | 70.00 | 01/23/2023 | 101-11-4400-0000 | |
| | Check Total: | 70.00 | | | |
| Vendor: UB*00521 | Theresa Hollowell | | | Check Sequence: 16 | ACH Enabled: False |
| | Refund Check 005616-000, 6140 Pond View Dr | 63.16 | 01/17/2023 | 601-00-2010-0000 | |
| | Refund Check 005616-000, 6140 Pond View Dr | 73.68 | 01/17/2023 | 611-00-2010-0000 | |
| | Refund Check 005616-000, 6140 Pond View Dr | 31.58 | 01/17/2023 | 631-00-2010-0000 | |
| | Refund Check 005616-000, 6140 Pond View Dr | 31.58 | 01/17/2023 | 621-00-2010-0000 | |
| | Check Total: | 200.00 | | | |
| Vendor: UB*00522 | William & Megan Hurley | | | Check Sequence: 17 | ACH Enabled: False |
| | Refund Check 009051-000, 6080 Burlwood Ct | 53.25 | 01/17/2023 | 601-00-2010-0000 | |
| | Refund Check 009051-000, 6080 Burlwood Ct | 62.12 | 01/17/2023 | 611-00-2010-0000 | |
| | Refund Check 009051-000, 6080 Burlwood Ct | 26.63 | 01/17/2023 | 631-00-2010-0000 | |
| | Refund Check 009051-000, 6080 Burlwood Ct | 26.62 | 01/17/2023 | 621-00-2010-0000 | |
| | Check Total: | 168.62 | | | |
| Vendor: UB*00518 | Andrew Jones | | | Check Sequence: 18 | ACH Enabled: False |
| | Refund Check 009568-000, 6085 Burlwood Ct | 54.33 | 01/17/2023 | 601-00-2010-0000 | |
| | Refund Check 009568-000, 6085 Burlwood Ct | 63.38 | 01/17/2023 | 611-00-2010-0000 | |
| | Refund Check 009568-000, 6085 Burlwood Ct | 27.17 | 01/17/2023 | 631-00-2010-0000 | |
| | Refund Check 009568-000, 6085 Burlwood Ct | 27.16 | 01/17/2023 | 621-00-2010-0000 | |
| | Check Total: | 172.04 | | | |
| Vendor: 1151 | TIMOTHY MARK KOSEK | | | Check Sequence: 19 | ACH Enabled: False |
| 2023-CoatGear | Coat Weather Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: 262 | LUBE-TECH | | | Check Sequence: 20 | ACH Enabled: True |
| 3107992 | Fluids for Equipment | 504.88 | 01/23/2023 | 101-32-4212-0000 | |
| 3112176 | Credit for Excess Materials | -64.57 | 01/23/2023 | 101-32-4212-0000 | |
| 3112665 | Fluids for Equipment | 1,075.37 | 01/23/2023 | 101-32-4212-0000 | |
| | Check Total: | 1,515.68 | | | |
| Vendor: 279 | METROPOLITAN COUNCIL (WASTEWATER) | | | Check Sequence: 21 | ACH Enabled: True |
| 1150291 | Monthly Waste Water Svc | 96,842.75 | 01/23/2023 | 611-00-4385-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|------------------|--|-----------|--------------|--------------------|--------------------|
| | Check Total: | 96,842.75 | | | |
| Vendor: 1039 | MID-COUNTY COOP | | | Check Sequence: 22 | ACH Enabled: False |
| 56540 | Fuel | 519.06 | 01/23/2023 | 101-32-4212-0000 | |
| | Check Total: | 519.06 | | | |
| Vendor: 1286 | JEREMY ALAN MOE | | | Check Sequence: 23 | ACH Enabled: True |
| 2023-CoatGear | 2023-Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: UB*00520 | Eleanor & Todd Ogin | | | Check Sequence: 24 | ACH Enabled: False |
| | Refund Check 005173-000, 5440 Gideons Ln | 2.10 | 01/17/2023 | 601-00-2010-0000 | |
| | Refund Check 005173-000, 5440 Gideons Ln | 0.11 | 01/17/2023 | 601-00-2010-0000 | |
| | Refund Check 005173-000, 5440 Gideons Ln | 11.76 | 01/17/2023 | 611-00-2010-0000 | |
| | Refund Check 005173-000, 5440 Gideons Ln | 4.09 | 01/17/2023 | 631-00-2010-0000 | |
| | Refund Check 005173-000, 5440 Gideons Ln | 3.56 | 01/17/2023 | 621-00-2010-0000 | |
| | Check Total: | 21.62 | | | |
| Vendor: 1279 | R & R EXCAVATING | | | Check Sequence: 25 | ACH Enabled: False |
| PV#5LS-Rahab | PV\$5-Lift Stations Rehabilitation Project-PW-21 | 5,175.09 | 01/23/2023 | 611-00-4680-0000 | |
| | Check Total: | 5,175.09 | | | |
| Vendor: 1285 | TODD ANTHONY RODEN | | | Check Sequence: 26 | ACH Enabled: True |
| 2023-CoatGear | 2023-Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: UB*00514 | Kathryn Shinnick | | | Check Sequence: 27 | ACH Enabled: False |
| | Refund Check 005020-000, 5347 Barrington W | 39.40 | 01/17/2023 | 601-00-2010-0000 | |
| | Refund Check 005020-000, 5347 Barrington W | 45.96 | 01/17/2023 | 611-00-2010-0000 | |
| | Refund Check 005020-000, 5347 Barrington W | 19.70 | 01/17/2023 | 631-00-2010-0000 | |
| | Refund Check 005020-000, 5347 Barrington W | 19.70 | 01/17/2023 | 621-00-2010-0000 | |
| | Check Total: | 124.76 | | | |
| Vendor: 1248 | EDWARD J. SHUKLE, Jr. | | | Check Sequence: 28 | ACH Enabled: True |
| Jan-11-2023 | Interim City Administrator Svc: 12/23/22 thru 1/ | 4,972.50 | 01/23/2023 | 101-13-4400-0000 | |
| | Check Total: | 4,972.50 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|---|--------------|--------------|--------------------|--------------------|
| Vendor: 360 | SOUTH LAKE MINNETONKA POLICE DEPARTMENT | | | Check Sequence: 29 | ACH Enabled: False |
| 4th Qtr-2022-CO | Quarterly-Court Overtime | 516.23 | 01/23/2023 | 101-21-4440-0000 | |
| Feb-2023-OB | Monthly-Operating Budget Exp | 123,434.83 | 01/23/2023 | 101-21-4400-0000 | |
| Jan-2023-OB | Monthly-Operating Budget Exp | 123,434.83 | 01/23/2023 | 101-21-4400-0000 | |
| | Check Total: | 247,385.89 | | | |
| Vendor: 366 | BRUCE STARK | | | Check Sequence: 30 | ACH Enabled: False |
| 2023-CoatGear | Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: 694 | TIMESAVER OFF SITE SECRETARIAL, INC. | | | Check Sequence: 31 | ACH Enabled: True |
| M27926 | Council Meeting | 383.50 | 01/23/2023 | 101-13-4400-0000 | |
| | Check Total: | 383.50 | | | |
| Vendor: 1003 | US BANK TRUST N.A.-WIRE ONLY | | | Check Sequence: 32 | ACH Enabled: True |
| 2149917 | Acct#0103911NS-2020A-EDA | 190,000.00 | 01/23/2023 | 320-00-4701-0000 | |
| 2149917 | Acct#0103911NS-2020A-EDA | 23,071.50 | 01/23/2023 | 601-00-2250-0000 | |
| 2149917 | Acct#0103911NS-2020A-EDA | 101,101.50 | 01/23/2023 | 631-00-2250-0000 | |
| 2149917 | Acct#0103911NS-2020A-EDA | 4,520.84 | 01/23/2023 | 601-00-4711-0000 | |
| 2149917 | Acct#0103911NS-2020A-EDA | 19,810.75 | 01/23/2023 | 631-00-4711-0000 | |
| 2149917 | Acct#0103911NS-2020A-EDA | 15,705.63 | 01/23/2023 | 320-00-4711-0000 | |
| 2149917 | Acct#0103911NS-2020A-EDA | 10,827.00 | 01/23/2023 | 611-00-2250-0000 | |
| 2149917 | Acct#0103911NS-2020A-EDA | 2,121.54 | 01/23/2023 | 611-00-4711-0000 | |
| 2149924 | Acct#0131232NS-2021A | 265,000.00 | 01/23/2023 | 321-00-4701-0000 | |
| 2149924 | Acct#0131232NS-2021A-EDA | 3,122.12 | 01/23/2023 | 631-00-4711-0000 | |
| 2149924 | Acct#0131232NS-2021A-EDA | 3,918.24 | 01/23/2023 | 601-00-4711-0000 | |
| 2149924 | Acct#0131232NS-2021A-EDA | 317.14 | 01/23/2023 | 611-00-4711-0000 | |
| 2149924 | Acct#0131232NS-2021A-EDA | 17,780.00 | 01/23/2023 | 321-00-4711-0000 | |
| 2149924 | Acct#0131232NS-2021A | 23,964.77 | 01/23/2023 | 601-00-2250-0000 | |
| 2149924 | Acct#0131232NS-2021A | 1,939.72 | 01/23/2023 | 611-00-2250-0000 | |
| 2149924 | Acct#0131232NS-2021A | 19,095.51 | 01/23/2023 | 631-00-2250-0000 | |
| 2206377 | Acct#261502000-2016A-EDA | 378,749.11 | 01/23/2023 | 307-00-1030-0000 | |
| 2206379 | Acct#277082000-2016B-EDA | 393,899.08 | 01/23/2023 | 308-00-1030-0000 | |
| | Check Total: | 1,474,944.45 | | | |
| Vendor: 1288 | MATTHEW ROBERT VANLITH | | | Check Sequence: 33 | ACH Enabled: True |
| 2023-CoatGear | 2023-Coat Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|---------------|---|--------------|--------------|--------------------|-----------------------|
| Vendor: 421 | VERIZON WIRELESS | | | Check Sequence: 34 | ACH Enabled: False |
| 9924304747 | Sewer & Water - Acct842017386 | 80.92 | 01/23/2023 | 601-00-4321-0000 | Acct #842017386-00001 |
| 9924304747 | Sewer & Water - Acct842017386 | 80.94 | 01/23/2023 | 611-00-4321-0000 | Acct #842017386-00001 |
| 9924304747 | Sewer & Water - Acct842017386 | 80.92 | 01/23/2023 | 631-00-4321-0000 | Acct #842017386-00001 |
| | Check Total: | 242.78 | | | |
| Vendor: 415 | WARNER CONNECT | | | Check Sequence: 35 | ACH Enabled: True |
| 29941232 | Network Maint Services | 877.50 | 01/23/2023 | 101-19-4321-0000 | |
| | Check Total: | 877.50 | | | |
| Vendor: 1310 | WATCH HILL WIRELESS SOLUTIONS | | | Check Sequence: 36 | ACH Enabled: False |
| MS03XC208 | Sprint Deconstruction Refund- MS03XC208-550 | 4,000.00 | 01/23/2023 | 880-00-2200-0000 | |
| | Check Total: | 4,000.00 | | | |
| Vendor: 1150 | LUKE JAMES WEBER | | | Check Sequence: 37 | ACH Enabled: False |
| 2023-CoatGear | Coat Weather Gear | 125.00 | 01/23/2023 | 101-32-4245-0000 | |
| | Check Total: | 125.00 | | | |
| Vendor: 408 | WM MUELLER & SONS INC | | | Check Sequence: 38 | ACH Enabled: True |
| 284034 | Road Maint | 1,389.84 | 01/23/2023 | 101-32-4250-0000 | |
| 284127 | Road Maint | 1,128.36 | 01/23/2023 | 101-32-4250-0000 | |
| | Check Total: | 2,518.20 | | | |
| Vendor: 411 | XCEL ENERGY, INC. | | | Check Sequence: 39 | ACH Enabled: True |
| 811814335 | 5655 Merry Lane | 31.98 | 01/23/2023 | 101-52-4380-0000 | 5655 Merry Lane |
| 812013613 | 5500 Old Market Rd | 68.27 | 01/23/2023 | 601-00-4398-0000 | 5500 Old Market Rd |
| | Check Total: | 100.25 | | | |
| | Total for Check Run: | 1,862,663.39 | | | |
| | Total of Number of Checks: | 39 | | | |

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 01/18/2023 - 3:35PM
 Batch: 00005.01.2023 - Dec-2022-Paid-01-23-2023



| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|-----------------------------------|-----------|--------------|-------------------|--------------------|
| Vendor: 102 | ABDO | | | Check Sequence: 1 | ACH Enabled: False |
| 466053 | Audit Service | 8,550.00 | 12/31/2022 | 101-16-4301-0000 | |
| | Check Total: | 8,550.00 | | | |
| Vendor: 817 | ARCPPOINT LABS OF EDEN PRAIRIE | | | Check Sequence: 2 | ACH Enabled: False |
| 2587 | Drug Testing | 118.00 | 12/31/2022 | 101-32-4305-0000 | |
| | Check Total: | 118.00 | | | |
| Vendor: 1056 | BLACKSTONE CONTRACTORS, LLC | | | Check Sequence: 3 | ACH Enabled: False |
| PV#2-Silverwood | PV#2-Silverwood Park | 7,923.00 | 12/31/2022 | 402-00-4400-0000 | |
| | Check Total: | 7,923.00 | | | |
| Vendor: 677 | BOLTON & MENK, INC. | | | Check Sequence: 4 | ACH Enabled: True |
| 304756 | Catchbasin & Culvert Repairs-2022 | 406.00 | 12/31/2022 | 631-00-4303-0000 | |
| 304759 | General Engineering | 6,585.00 | 12/31/2022 | 101-31-4303-0000 | |
| 304760 | Mill & Overlay-2022 | 1,921.00 | 12/31/2022 | 416-00-4303-0000 | |
| 304762 | Birch Bluff St-Utility Imprvmt | 12,336.00 | 12/31/2022 | 414-00-4303-0000 | |
| 304763 | Data Requests | 258.00 | 12/31/2022 | 101-31-4303-0000 | |
| 304764 | Freeman Park Trail Improvement | 5,139.00 | 12/31/2022 | 402-00-4400-0000 | |
| 304765 | GIS-Utilities-Stormwater | 430.00 | 12/31/2022 | 631-00-4303-0000 | |
| 304765 | GIS-Utilities-Water | 1,896.00 | 12/31/2022 | 601-00-4303-0000 | |
| 304765 | GIS-Utilities-Sewer | 1,975.00 | 12/31/2022 | 611-00-4303-0000 | |
| 304765 | GIS-Utilities-Street | 430.00 | 12/31/2022 | 101-31-4303-0000 | |
| 304767 | Grant Street Drainage | 1,528.00 | 12/31/2022 | 631-00-4303-0000 | |
| 304768 | Lift Station 10 Rehabilitation | 659.00 | 12/31/2022 | 611-00-4303-0000 | |
| 304769 | Lift Station 11 Rehabilitation | 715.00 | 12/31/2022 | 611-00-4303-0000 | |
| 304770 | Lift Station 7 Rehabilitation | 913.00 | 12/31/2022 | 611-00-4303-0000 | |
| 304772 | Lift Station 9 Rehabilitation | 2,271.00 | 12/31/2022 | 611-00-4303-0000 | |
| 304773 | Mill Street Trail | 300.00 | 12/31/2022 | 417-00-4303-0000 | |
| 304774 | MS4 Administration | 3,468.00 | 12/31/2022 | 631-00-4302-0009 | |
| 304775 | Shorewood Ln Ravine Restore | 5,296.00 | 12/31/2022 | 631-00-4303-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|-----------------|---|-----------|--------------|--------------------|--------------------|
| 304776 | Smithtown Pond-26115 Smithtown Ln-Bob Koh | 138.00 | 12/31/2022 | 631-00-4303-0000 | |
| 304776 | Smithtown Pond | 3,536.00 | 12/31/2022 | 412-00-4303-0000 | |
| 304777 | Strawberry Ln St Reconst & Trl | 17,053.96 | 12/31/2022 | 409-00-4303-0000 | |
| 304778 | Walnut Grove Villas | 258.00 | 12/31/2022 | 101-00-3414-0000 | |
| | Check Total: | 67,511.96 | | | |
| Vendor: 1221 | CAMPBELL KNUTSON P.A. | | | Check Sequence: 5 | ACH Enabled: True |
| 3526-0000G-12 | General Matters/Administration | 2,551.81 | 12/31/2022 | 101-16-4304-0000 | |
| 3526-0001G-12 | Planning & Zoning | 231.00 | 12/31/2022 | 101-18-4304-0000 | |
| 3526-0001G-12 | Planning & Zoning-High Pointe Estates-Lecy Br | 132.00 | 12/31/2022 | 880-00-2200-0000 | |
| 3526-0004G-11 | Ugerots Litigation | 66.00 | 12/31/2022 | 101-16-4304-0000 | |
| 3526-0008G-2 | Strawberry Lane Condemnation | 511.50 | 12/31/2022 | 409-00-4304-0000 | |
| 3526-0009G-1 | Code Enforcement-5815 Club Lane | 132.00 | 12/31/2022 | 101-00-3414-0000 | |
| 3526-0997G-3 | Prosecution | 162.74 | 12/31/2022 | 101-16-4304-0000 | |
| 3526-0999G-15 | Prosecution | 17.60 | 12/31/2022 | 101-16-4304-0000 | |
| | Check Total: | 3,804.65 | | | |
| Vendor: 915 | CINTAS | | | Check Sequence: 6 | ACH Enabled: False |
| 5138788201 | First Aid Supplies | 62.40 | 12/31/2022 | 101-32-4245-0000 | |
| | Check Total: | 62.40 | | | |
| Vendor: 144 | CITY OF EXCELSIOR | | | Check Sequence: 7 | ACH Enabled: False |
| 4th Qtr-2022-WA | Quarterly Water Usage | 6,427.84 | 12/31/2022 | 601-00-4261-0000 | |
| 4th Qtr-2022-WA | Quarterly Sewer Usage | 0.00 | 12/31/2022 | 611-00-4386-0000 | |
| | Check Total: | 6,427.84 | | | |
| Vendor: 149 | CITY OF TONKA BAY | | | Check Sequence: 8 | ACH Enabled: False |
| 4th Qtr-2022 | Quarterly Water Service | 1,389.63 | 12/31/2022 | 601-00-4260-0000 | |
| 4th Qtr-2022 | Quarterly Sewer Service | 2,534.50 | 12/31/2022 | 611-00-4400-0000 | |
| | Check Total: | 3,924.13 | | | |
| Vendor: 846 | ALICE MARIE DARLING | | | Check Sequence: 9 | ACH Enabled: True |
| Jul-Dec-2022 | July thru Dec-2022- Mileage | 53.13 | 12/31/2022 | 101-18-4331-0000 | |
| | Check Total: | 53.13 | | | |
| Vendor: 1273 | DJ COMMERCIAL DOORS, LLC | | | Check Sequence: 10 | ACH Enabled: False |
| Est-2292-Part2 | Water Door Replacement-Amesbury Well | 4,341.00 | 12/31/2022 | 601-00-4620-0000 | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|------------------|---|----------|--------------|--------------------|--------------------|
| | Check Total: | 4,341.00 | | | |
| Vendor: 861 | CHRISTOPHER HEITZ | | | Check Sequence: 11 | ACH Enabled: True |
| Dec-2022-Cell | AT & T - Cell Phone Reimbursement | 40.42 | 12/31/2022 | 101-32-4321-0000 | |
| | Check Total: | 40.42 | | | |
| Vendor: 985 | HENNEPIN COUNTY ACCOUNTS RECEIVABLE | | | Check Sequence: 12 | ACH Enabled: False |
| 1000197131 | REC0001086-View Recorded Documents | 7.50 | 12/31/2022 | 101-31-4400-0000 | RecordEase Payment |
| | Check Total: | 7.50 | | | |
| Vendor: 215 | HENNEPIN COUNTY INFORMATION TECHNOLOGY DEPARTMENT | | | Check Sequence: 13 | ACH Enabled: True |
| 1000196966 | Monthly Radio Fleet & MESB | 205.92 | 12/31/2022 | 101-32-4321-0000 | |
| | Check Total: | 205.92 | | | |
| Vendor: 247 | DREW KRIESEL | | | Check Sequence: 14 | ACH Enabled: False |
| Dec-2022 | Building Maint. Services | 620.00 | 12/31/2022 | 201-00-4400-0000 | |
| Dec-2022 | Building General Supplies Exp | 120.80 | 12/31/2022 | 201-00-4245-0000 | |
| Dec-2022 | Events Program/Class Services | 2,406.00 | 12/31/2022 | 201-00-4248-0000 | |
| | Check Total: | 3,146.80 | | | |
| Vendor: 453 | METROPOLITAN COUNCIL (SAC) | | | Check Sequence: 15 | ACH Enabled: True |
| 4th Qtr-2022-SAC | Quarterly SAC Report | 2,460.15 | 12/31/2022 | 611-00-2082-0000 | |
| | Check Total: | 2,460.15 | | | |
| Vendor: 1309 | SOLV BUSINESS SOLUTIONS-SAFEGUARD | | | Check Sequence: 16 | ACH Enabled: False |
| 427290 | 2022 - W2's - 1099's | 298.05 | 12/31/2022 | 101-15-4200-0000 | |
| | Check Total: | 298.05 | | | |
| Vendor: 694 | TIMESAVER OFF SITE SECRETARIAL, INC. | | | Check Sequence: 17 | ACH Enabled: True |
| M27885 | Council Meeting | 331.50 | 12/31/2022 | 101-13-4400-0000 | |
| | Check Total: | 331.50 | | | |
| Vendor: 1150 | LUKE JAMES WEBER | | | Check Sequence: 18 | ACH Enabled: False |
| 2022-Boots | Boots Reimbursement | 189.95 | 12/31/2022 | 101-32-4245-0000 | |
| | Check Total: | 189.95 | | | |

| Invoice No | Description | Amount | Payment Date | Acct Number | Reference |
|------------|----------------------------|------------|--------------|-------------|-----------|
| | | | | | |
| | Total for Check Run: | 109,396.40 | | | |
| | | | | | |
| | Total of Number of Checks: | 18 | | | |
| | | | | | |



City of Shorewood Council Meeting Item

#2D

MEETING TYPE
Regular Meeting

Title / Subject: Grant Applications for Freeman Park
Meeting Date: January 23, 2023
Prepared by: Marie Darling, Planning Director
Reviewed by: Janelle Crossfield, Parks and Recreation Director

Attachments: Freeman Park Trail exhibit
Resolutions

Background: As part of the Outdoor Recreation Grant Program and Local Trail Connections Grant Program through the Minnesota DNR, the application rules require a resolution of support from the City Council. Staff has attached two draft resolutions prepared according to the templates provided for your review.

Financial or Budget Considerations: Staff would be requesting at least \$200,000 from the Outdoor Recreation Grant Program and \$30,000 from the Local Trail Connections Grant Program. The amount we can ask is based on local matching dollars with a maximum award per project.

Recommendation / Next Steps: If the Council accepts the resolutions, staff will work with Engineering staff to create engineered drawings as required for the grant applications.

Next Steps and Timelines: Deadline for submission of both grant applications is March 31, 2023. Staff are also watching two additional grant sources for funding when the grant materials are available later this spring.

RESOLUTION 2023-009

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

**A RESOLUTION AUTHORIZING AN OUTDOOR RECREATION GRANT
APPLICATION FOR THE REHABILITATION OF FREEMAN PARK TRAILS
AT 6000 EUREKA ROAD**

WHEREAS, the City of Shorewood supports the grant application made to the Minnesota Department of Natural Resources for the Freeman Park Trail Rehabilitation Project. The application is to reconstruct 1.2 miles of paved trails for the Freeman Park recreational trail system. The trail system is located within 67 acres of Freeman Park, and

WHEREAS, the City of Shorewood recognizes that it has secured \$200,000 in non-state cash matching funds for this project.

NOW, THEREFORE, BE IT RESOLVED, if the City of Shorewood is awarded a grant by the Minnesota Department of Natural resources, the City of Shorewood agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Shorewood will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Regional Trail Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Shorewood names the fiscal agent for the City of Shorewood for this project as:

Joe Rigdon
Director of Finance
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

BE IT FURTHER RESOLVED, the City of Shorewood hereby assures the Freeman Park recreational trails will be maintained for a period of no less than 20 years.

ADOPTED by the Shorewood City Council on this 23rd day of January, 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk

RESOLUTION 2023-010

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

**A RESOLUTION AUTHORIZING A LOCAL TRAIL CONNECTION PROGRAM GRANT
APPLICATION FOR THE REHABILITATION OF A SEGMENT OF
FREEMAN PARK TRAILS AT 6000 EUREKA ROAD**

WHEREAS, the City of Shorewood supports the grant application made to the Minnesota Department of Natural Resources for the Freeman Park Trail Rehabilitation Project. The application is to reconstruct 309 feet of paved trails for the Freeman Park recreational trail system. The trail system is located within 67 acres of Freeman Park, and

WHEREAS, the City of Shorewood recognizes that it has secured \$10,000 in non-state cash matching funds for this trail segment rehabilitation.

NOW, THEREFORE, BE IT RESOLVED, if the City of Shorewood is awarded a grant by the Minnesota Department of Natural Resources, the City of Shorewood agrees to accept the grant award and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Shorewood will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Local Trail Connection Program Grant Manual and certifies it will report any actual, potential, perceived, or organizational conflicts of interest upon discovery to the state related to the application or grant award.

BE IT FURTHER RESOLVED, the City Council of the City of Shorewood names the fiscal agent for the City of Shorewood for this project as:

Joe Rigdon
Director of Finance
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

BE IT FURTHER RESOLVED, the City of Shorewood hereby assures the Freeman Park recreational trails will be maintained for a period of no less than 20 years.

ADOPTED by the Shorewood City Council on this 23rd day of January, 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approving Hire of Eric Wilson as Communications Coordinator

Meeting Date: Monday, January 23, 2023

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

Reviewed by: Marc Nevinski, City Administrator

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

Background: The city most recently recruited qualified candidates for the Communications Coordinator position. The city received 12 well qualified applications for the position, which closed on December 16, 2022. Staff narrowed down the candidate pool to eight candidates for first-round interviews. Candidates were interviewed by Interim City Administrator Ed Shukle, Deputy City Clerk Brenda Pricco, and City Clerk/HR Director Sandie Thone on December 22nd.

Two candidates were called back for finalist interviews with City Administrator Marc Nevinski, Park/Rec Director Janelle Crossfield and City Clerk/HR Director Sandie Thone. These interviews were held on January 3, 2023. In a unanimous decision, it was agreed to offer the position to Eric Wilson. Eric is well qualified with experience and education in both Communications and Environmental Education. Eric has a Bachelor's degree in Sociology with a minor in English from Vanguard University and an Associate's degree in Media Communications from Hennepin County Technical College. Eric is Certified in Social Media Marketing by Minneapolis Community & Technical College. His experience includes work as a Hennepin County Tree Steward and a Hennepin County Recycling Ambassador (Master Recycling Composter). He has served as a MN Greencorps (Americorp) member with the MN Pollution Control Agency. He has served 5 years as an Election Judge for the City of Minneapolis. His current position is as a Communications and Marketing Manager in the non-profit sector. Eric has successfully passed a background investigation. We are enthusiastically looking forward to adding Eric to our team and are excited to see his contributions to our team and entire organization.

Financial Considerations: Staff is recommending Eric's compensation rate be set at Grade 10, Step C of Shorewood's Compensation Plan of \$34.37 per hour. The position will be reviewed at the 6-month anniversary for consideration of permanent appointment. The position is non-exempt, PERA eligible, and receives a complete benefit package.

Action Requested: Staff respectfully recommends the city council approve Eric Wilson's hire as a probationary employee in the capacity of Communications Coordinator for the City of Shorewood. Motion, second and simple majority vote required. If the council approves his appointment, Eric's first day of employment is anticipated to be February 9, 2023.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

Connection to Vision/Mission: Consistency in providing residents quality public services, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.



City of Shorewood Council Meeting Item

Title/Subject: New Precinct Boundary Due to Annexation
Meeting Date: Monday, January 23, 2023
Prepared by: Sandie Thone, City Clerk/HR Director
Reviewed by: Jared Shepherd, City Attorney
Attachments: Resolution
Updated Precinct Map

2F

MEETING TYPE
Regular Meeting

Background:

On December 15, 2022, the Cities of Shorewood and Chanhassen filed a request for concurrent detachment and annexation of certain property from Chanhassen to Shorewood, legally described as follows:

That part of Lot 87, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the southeast corner of said Lot 87; thence west along the south line thereof to the southwest corner thereof; thence north along the west line thereof, a distance of 50 feet; thence in a straight line easterly to a point on the East line of said lot 50 feet north of the southeast corner thereof; thence south along the east line thereof, to the point of beginning.

And,

That part of Lot 89, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 89; thence north along the west line 50 feet; thence easterly and parallel with the southerly line a distance of 49 feet; thence south 79° 41' 43" west a distance of 51 feet; thence west along the southerly line of said lot a distance of 40 feet to the point of beginning.

The Office of Administrative Hearings approved the concurrent detachment and annexation on December 21, 2022, OAH File No. 71-0331-38901, and the Annexed Property is now within the City of Shorewood. Earlier this year by Resolution 22-028, the City established the boundaries of Shorewood Precinct 2 and the Annexed Property is contained within the boundaries of Precinct 2. Pursuant to Minn. Stat. § 204B.14, subd. 1 & subd. 4a, the City seeks to confirm that the newly annexed property is integrated within the current boundaries of Precinct 2. Once approved the resolution will be forwarded to Hennepin County along with the updated Precinct Map.

Action Requested: Staff respectfully recommends the city council approve the Resolution Establishing Precinct 2 Boundary due to the Annexation of the above referenced property. Motion, second and simple majority vote required.

Connection to Vision/Mission: Consistency in providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

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

RESOLUTION 23-

RESOLUTION ADJUSTING PRECINCT 2 BOUNDARY

WHEREAS, on December 15, 2022, the Cities of Shorewood and Chanhassen filed a request for concurrent detachment and annexation of certain property from Chanhassen to Shorewood, legally described as follows:

That part of Lot 87, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the southeast corner of said Lot 87; thence west along the south line thereof to the southwest corner thereof; thence north along the west line thereof, a distance of 50 feet; thence in a straight line easterly to a point on the East line of said lot 50 feet north of the southeast corner thereof; thence south along the east line thereof, to the point of beginning.

And,

That part of Lot 89, Auditor's Subdivision Number 135, Hennepin County, Minnesota, described as follows: Commencing at the southwest corner of said Lot 89; thence north along the west line 50 feet; thence easterly and parallel with the southerly line a distance of 49 feet; thence south 79° 41' 43" west a distance of 51 feet; thence west along the southerly line of said lot a distance of 40 feet to the point of beginning.

("Annexed Property"); and

WHEREAS, the Office of Administrative Hearings approved the concurrent detachment and annexation on December 21, 2022, OAH File No. 71-0331-38901, and the Annexed Property is now within the City of Shorewood; and

WHEREAS, by Resolution No. 22-028, the City established the boundaries of Precinct 2; and

WHEREAS, the Annexed Property is contained within the boundaries of Precinct 2; and

WHEREAS, pursuant to Minn. Stat. § 204B.14, subd. 1 & subd. 4a, the City seeks to confirm that the newly annexed property is integrated within the current boundaries of Precinct.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Shorewood, County of Hennepin, State of Minnesota:

1. The City reestablishes the boundaries of Precinct 2 as follows:

Precinct 2:

That portion of the city lying east of Eureka Road to Mill Street; That portion of the city lying east of Mill Street and south of State Highway 7 to the easterly border of Old Market Road, Covington Road, and Vine Hill Road.

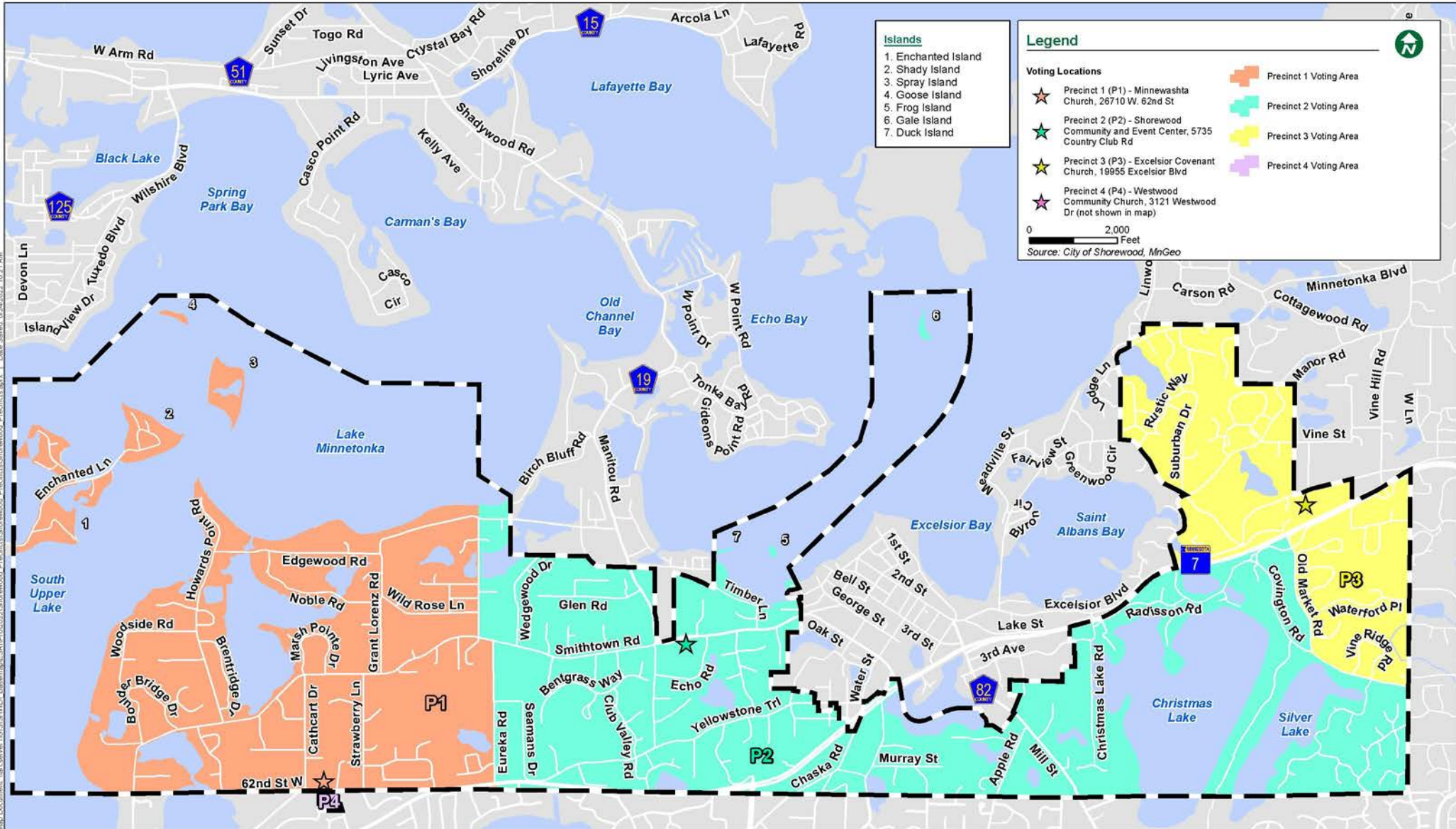
2. The Annexed Property is within Precinct 2.

ADOPTED BY THE CITY COUNCIL of the City of Shorewood this 23rd day of January, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk





City of Shorewood Council Meeting Item

Title/Subject: Authorize Service Agreements

Meeting Date: January 23, 2023

Prepared By: Marie Darling, Planning Director

Reviewed By: Marc Nevinski, City Administrator
Jared Shepherd, City Attorney

Attachments: Service Agreements from Barr Engineer and LeVander Gillen & Miller Resolution

Background: Staff proposes to authorize the service agreements with Barr Engineering and LeVander, Gillen & Miller for review of a development application that was recently submitted. Both the City Engineer and the City Attorney have a conflict of interest reviewing any submittal from this applicant. Staff propose the attached third-party professional alternatives.

Staff received estimates from the attached two firms to provide these services to avoid any conflict of interest from the development review process. Both principals and firms have indicated that they have no conflicts of interest with the applicant.

The development proposed is for a private paddle ball sports club on property located at 24560 Smithtown Road.

Financial or Budget Considerations: The proposal includes hourly rates for the consulting professionals plus costs for additional reimbursable expenses. With the type of application submitted, the developer bears the responsibility to pay the cost of engineering and legal services, whether with the city's typical consultants (Bolton and Menk and Campbell Knutson) or the third-party alternatives.

Recommended Action: Staff recommends authorizing staff to execute the attached hourly service contracts with Barr Engineering and LeVander Gillen & Miller.

Action requires a simple majority vote.

Next Steps and Timeline: Staff will inform the companies of the council's decision and take the next appropriate step to review the submitted application.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

January 17, 2023

Mr. Marc Nevinski
City Administrator
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

Re: Development Review Assistance for the City of Shorewood

Dear Mr. Nevinski:

Thank you for the opportunity to provide professional engineering services and development review assistance to the City of Shorewood for a 1-acre commercial site in the Minnehaha Creek Watershed District (MCWD). This letter summarizes our hourly rates and incidental costs (see attachments), that will be billed on a time and expense basis. This letter is in direct response to email correspondence with Andrew Budde (City Engineer) and Marie Darling (Planning Director) on 1/11/2023.

We assume that we will receive authorization to proceed following the 1/23/2023 City of Shorewood city council meeting. Barr will review the development submittal information as provided by city staff and provide a comment letter for the Planning Director on the timeline outlined by city staff. The development review will consider the various engineering related items including water main, sanitary sewer, traffic, stormwater management, floodplains, and wetland buffers as outlined in current city code, the current city comprehensive plan, the local Surface Water Management Plan, and the city standard specifications/standard details (dated 2018) as provided by city staff. We assume all Wetland Conservation Act (WCA) work is performed by the MCWD, as they are the local government unit (LGU) responsible for WCA permitting, if needed.

Hourly Rates for Barr Staff

- Karen Chandler (Principal in Charge): \$200/hr
- Jennifer Koehler (Project Manager): \$175/hr
- Josh Phillips (Civil Engineer): \$140/hr

In addition to the hourly rates for staff listed above, expenses charged to the project could include mileage (at \$0.655 per mile) and other incidental expenses (see attachments). This Agreement will be effective for the duration of the services, unless earlier terminated by either the City or us. We will commence work upon receipt of a copy of this letter signed by your authorized City representative. We will inform you of our progress through periodic e-mail updates, telephone calls, invoice details, and other communications.

For the services provided, you will pay us according to the attached Standard Terms. We will bill the city monthly.

We understand you or your designees have the authority to direct us. We will direct communications to you at the City of Shorewood, 5755 Country Club Road. Direction should be provided to Jennifer Koehler at Barr Engineering Co. 4300 MarketPointe Drive, Minneapolis, MN 55435.

During the term of this Agreement, Barr agrees to maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, the type of insurance and policy limits as set forth below (USD):

Workers' Compensation and Employers' Liability

- | | |
|----------------|-----------------------------------|
| 1. Coverage A: | Per State Statute |
| 2. Coverage B: | \$500,000 Each Accident |
| | \$500,000 Disease – Policy Limit |
| | \$500,000 Disease – Each Employee |

Commercial General Liability

- | | |
|----------------|---|
| 1. \$2,000,000 | General Aggregate |
| 2. \$2,000,000 | Products – Completed Operations Aggregate |
| 3. \$1,000,000 | Each Occurrence |
| 4. \$1,000,000 | Personal Injury |

Commercial Automobile Liability

- | | |
|----------------|---|
| 1. \$1,000,000 | Combined Single Limit Bodily Injury and Property Damage |
|----------------|---|

The Commercial Automobile Liability shall provide coverage for the following automobiles:

1. All Owned Automobiles
2. All Non-Owned Automobiles
3. All Hired Automobiles

Umbrella Liability

- | | |
|-----------------|---|
| 1. \$10,000,000 | Each Claim |
| \$10,000,000 | Annual Aggregate |
| 2. | The Umbrella Liability provides excess limits for the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability policies. |

Professional and Pollution Incident Liability

Professional Liability insurance including Pollution Incident Liability coverage with limits of not less than \$5,000,000 Per Claim / \$5,000,000 Annual Aggregate.

Certificates of Insurance

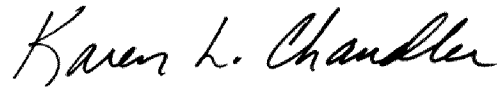
Certificates of Insurance will be provided upon request.

Barr and Client waive all rights, including their insurers' subrogation rights, against each other, their subcontractors, agents, and employees, and the other's consultants, separate contractors, and their subcontractors, agents, and employees for losses or damages covered by their respective property or

casualty insurance, commercial general liability, or Builder's Risk insurance. This waiver of subrogation is effective notwithstanding any duty of indemnity.

If you have any questions or request additional information, please contact Jen Koehler at 952-832-2750 (office)/612-720-8810 (cell) or me at 952-832-2813. If this Agreement is satisfactory, please sign the enclosed copy of this letter in the space provided, and return it to us.

Sincerely,



Karen Chandler, PE
Vice President

Accepted this ____ day of _____, 2023

City of Shorewood

By _____

Marc Nevinski
Its City Administrator

Attachments:

Standard Terms – Professional Services

2023 Labor Fee Schedule

2023 Copy Production Rate Schedule



STANDARD TERMS—PROFESSIONAL SERVICES

Our Agreement with you consists of the accompanying letter or other authorization, Work Orders, and these Standard Terms – Professional Services.

Section 1: Our Responsibilities

- 1.1 We will provide the professional services ("Services") described in this Agreement. We will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality.
- 1.2 We will select the means, methods, techniques, sequences, or procedures used in providing our Services. If you direct us to deviate from our selections, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.
- 1.3 We will acquire all licenses applicable to our Services and we will comply with applicable law.
- 1.4 Our duties do not include supervising your contractors or commenting on, supervising, or providing the means and methods of their work unless we accept any such duty in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings.
- 1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.
- 1.6 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should add a contingency.
- 1.7 The information you provide to us will be maintained in confidence except as required by law.

Section 2: Your Responsibilities

- 2.1 You will provide access to property.
- 2.2 You will provide us with prior reports, specifications, plans, changes in plans, and other information about the project that may affect the delivery of our Services. You will hold us harmless from claims, damages, and related expenses, including reasonable attorneys' fees, involving information not timely called to our attention or not correctly shown on documents you furnish to us.
- 2.3 You agree to provide us with information on contamination and dangerous and hazardous substances and processes we may encounter in performing the Services and related emergency procedure information.
- 2.4 You agree to hold us harmless as to claims that we are an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of any law governing the handling, treatment, storage, or disposal of dangerous or hazardous materials.
- 2.5 Site remediation services may involve risk of contamination

of previously uncontaminated air, soil, or water. If you are requesting that we provide services that include this risk, you agree to hold us harmless from such contamination claims, damages, and expenses, including reasonable attorneys' fees, unless and to the extent the loss is caused by our negligence.

- 2.6 You agree to make disclosures required by law. If we are required by law or legal process to make such disclosures, you agree to hold us harmless and indemnify us from related claims and costs, including reasonable attorneys' fees.

Section 3: Reports and Records

- 3.1 We will retain analytical data relating to the Services for seven years and financial data for three years.
- 3.2 Monitoring wells are your property and you are responsible for their permitting, maintenance and abandonment unless we accept that duty in writing. Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give written direction to store or transfer the materials at your expense.
- 3.3 Our reports, notes, calculations, and other documents, and our computer software, programs, models, and data are instruments of our Services, and they remain our property, subject to a license to you for your use in the related project for the purposes disclosed to us. You may not use or transfer such information and documents to others for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, and expenses, including reasonable attorneys' fees, arising out of any unauthorized transfer or use.
- 3.4 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern. When accepting document transfer in electronic media format, you accept exclusive risk relating to long-term capability, usability, and readability of documents, software application packages, operating systems, and computer hardware.
- 3.5 If you do not pay for the Services in full as agreed, we may retain reports and work not yet delivered to you and you agree to return to us our reports and other work in your possession or under your control. You agree not to use or rely upon our work for any purpose until it is paid for in full.

Section 4: Compensation

- 4.1** You will pay for the Services as agreed or according to our then current fee schedules if there is no other written agreement as to price. An estimated cost is not a firm figure unless stated as such and you should allow for a contingency in addition to estimated costs.
- 4.2** You agree to notify us of billing disputes within 15 days and to pay undisputed portions of invoices within 30 days of invoice date. For balances not paid under these terms, you agree to pay interest on unpaid balances beginning 10 days after invoice date at the rate of 1.5% per month, but not to exceed the maximum rate allowed by law.
- 4.3** If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of the terms of our Agreement and we agree to extend credit to that person.
- 4.4** You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding to which we are not a party.
- 4.5** If we are delayed by factors beyond our control, or if the project conditions or the scope of work change, or if the standards change, we will receive an equitable adjustment of our compensation.
- 4.6** In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to payment otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

- 5.1** Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include a meeting attended by each party's representative empowered to resolve the dispute. Disputes (except collections) will be submitted to mediation as a condition precedent to litigation.
- 5.2** We will not be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital. Each of us waives against the other and its subcontractors, agents, and employees all rights to recover for losses covered by our respective property/casualty or auto insurance policies.
- 5.3** We will not be liable for damages unless you have notified us of your claim within 30 days of the date of your discovery of it and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages, and unless suit is commenced within two years of the earlier of the date of injury or loss and the date of completion of the Services.
- 5.4** For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services, but not less than \$50,000, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided

that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

- 5.5** If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, we may terminate all of our duties without liability to you or to others.
- 5.6** If we are involved in legal action to collect our compensation, you agree to pay our collection expenses, including reasonable attorneys' fees.
- 5.7** The law of the state in which the project site is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment will have any individual liability for his or her acts or omissions and you agree not to make any claim against individual employees.

Section 6: Miscellaneous Provisions

- 6.1** We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured will be limited to losses caused by our sole negligence.
- 6.2** This Agreement is our entire agreement, and it supersedes prior agreements. Only a writing signed by an authorized representative for each of us making specific reference to the provision modified may modify it.
- 6.3** Neither of us will assign this Agreement without the written approval of the other. No other person has any rights under this Agreement.
- 6.4** Only a writing may terminate this Agreement. We will receive an equitable adjustment of our compensation as well as our earned fees and expenses if our work is terminated prior to completion.
- 6.5** We will not discriminate against any employee or applicant for employment because of race, color, creed, ancestry, national origin, sex, religion, age, marital status, affectional preference, disability, status with regard to public assistance, membership or activity in a local human-rights commission, or status as a specially disabled, Vietnam-era, or other eligible veteran. We will take affirmative action to ensure that applicants are considered, and employees are treated during their employment, without regard to those factors. Our actions will include, but are not limited to notifications, hiring, promotion or employment upgrading, demotion, transfer, recruitment or recruitment advertising, layoffs or terminations, rates of pay and other forms of compensation, and selection for training or apprenticeship.
- 6.6** Neither we nor you, including our officers, employees, and agents, are agents of the other, except as agreed in writing. Except as agreed in writing, nothing in this Agreement creates in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party. Nothing contained herein will prevent either party from procuring or providing the same or similar products or services from or to any third person, provided that there is no breach of any obligations pertaining to confidentiality.

End of Standard Terms



Fee Schedule—2023

Rev. 12/31/2022
Sheet 1 of 1

| Description | Rate* (U.S. dollars) |
|-----------------------------------|-------------------------|
| Vice President | \$170-315 |
| Consultant/Advisor | \$205-300 |
| Engineer/Scientist/Specialist IV | \$175-200 |
| Engineer/Scientist/Specialist III | \$145-170 |
| Engineer/Scientist/Specialist II | \$120-140 |
| Engineer/Scientist/Specialist I | \$80-115 |
| Technician IV | \$155-200 |
| Technician III | \$125-150 |
| Technician II | \$95-120 |
| Technician I | \$70-90 |
| Support Personnel III | \$155-200 |
| Support Personnel II | \$95-150 |
| Support Personnel I | \$70-90 |

Rates for litigation support services will include a 30% surcharge.

A ten percent (10%) markup will be added to subcontracts for professional support and construction services to cover overhead and insurance surcharge expenses.

Invoices are payable within 30 days of the date of the invoice. Any amount not paid within 30 days shall bear interest from the date 10 days after the date of the invoice at a rate equal to the lesser of 18 percent per annum or the highest rate allowed by applicable law.

For travel destinations within the continental U.S. (CONUS) and Canada, meals will be reimbursed on a per diem basis. The per diem rate will be as published by the U.S. Internal Revenue Service (IRS) based on the High-Low method. Full-day per diem rates will be pro-rated on travel days. For travel destinations outside the continental U.S. (CONUS) and Canada, meals will be reimbursed based on actual expenses incurred.

All other reimbursable expenses, including but not limited to costs of transportation, lodging, parking, postage, shipping, and incidental charges, will be billed at actual reasonable cost. Mileage will be billed at the IRS-allowable rate.

Materials and supplies charges, printing charges, and equipment rental charges will be billed in accordance with Barr's standard rate schedules.

Vice President category includes consultants, advisors, engineers, scientists, and specialists who are officers of the company.

Consultant/Advisor category includes experienced personnel in a variety of fields. These professionals typically have advanced background in their areas of practice and include engineers, engineering specialists, scientists, related technical professionals, and professionals in complementary service areas such as communications and public affairs.

Engineer/Scientist/Specialist categories include registered professionals and professionals in training (e.g., engineers, geologists, and landscape architects) and graduates of engineering and science degree programs.

Technician category includes CADD operators, construction observers, cost estimators, data management technicians, designers, drafters, engineering technicians, interns, safety technicians, surveyors, and water, air, and waste samplers.

Support Personnel category includes information management, project accounting, report production, word processing, and other project support personnel.

*Rates do not include sales tax on services that may be required in some jurisdictions.



Copy Production Rate Schedule—2023

Rev. 12/31/2022
Sheet 1 of 1

Description

(U.S. dollars)

| | Rate | Unit |
|--|-----------|-------|
| Reproduction, Printing/Plotting, Miscellaneous | | |
| Report Binding | 2.25 | ea |
| 3-Ring Binder 1/2 in | 2.75 | ea |
| 3-Ring Binder 1 in | 6.00 | ea |
| 3-Ring Binder 1-1/2 in | 4.00 | ea |
| 3-Ring Binder 2 in | 6.00 | ea |
| 3-Ring Binder 2-1/2 in | 9.70 | ea |
| 3-Ring Binder 3 in | 9.60 | ea |
| 3-Ring Binder 4 in | 13.00 | ea |
| 3-Ring Binder 11 in x 17 in | 35.00 | ea |
| 3-Ring Binder 5 in | 19.00 | ea |
| CD Holders | 1.00 | ea |
| Tabs | 0.50 | ea |
| Laminated Pocket Sheets | 0.75 | ea |
| Photocopies (large format) | 1.00 | copy |
| Color Plotter (HP755/3500 Bond) | 2.00 | sq ft |
| Color Plotter (HP755/3500 Photograph) | 4.00 | sq ft |
| B&W Copies or Prints | 0.08 | copy |
| Color Copies or Prints | 0.50 | copy |
| Postage | USPS rate | ea |



January 9, 2022

Marc Nevinski
City Administrator
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

VIA EMAIL
mnevinski@ci.shorewood.mn.us

Re: ENGAGEMENT LETTER

Dear Mr. Nevinski:

Thank you for retaining LeVander, Gillen & Miller, P.A. as special counsel for the City of Shorewood ("City") with respect to the matter described below. We understand the City Attorney may have a potential conflict of interest regarding the matter and we will make every effort to serve you efficiently and professionally, respecting the limited nature of our role.

Scope of Representation

The sole nature of our representation will be to offer the City legal advice and assistance with regard to the pending planning application for 24560 Smithtown Road.

Personnel

I will have primary responsibility for this matter. However, other professionals, including other lawyers, paralegals, legal assistants and others may be utilized to provide the most cost-effective expertise appropriate to your needs. We will see that you are kept updated at all stages of this matter.

Fees and Expenses

LeVander, Gillen & Miller will charge the City the following hourly rates: attorney time will be billed at \$225 per hour; paralegal time will be billed at \$125 per hour.

In addition to the fees for our services, the firm may incur expenses related to providing legal services, such as legal research and computer database search fees, courier and mail services, printing,

photocopying, etc. These costs will be noted separately on your monthly billing statement, but are to be paid along with the attorney and paralegal fees each month.

Billing and Payment

Bills are due and payable upon receipt. We will provide you with monthly, itemized billing statements showing time expended billed in increments of one-tenth hours.

Termination of Services

If at any time you wish to terminate our services, you may do so by notifying us in writing. Similarly, if the terms of this engagement agreement are not met, we reserve the right to terminate our representation in accordance with the applicable Minnesota rules. However, we will not withdraw our representation without providing you sufficient and timely notice of our intention. Upon termination of our services, you have a right to the return of a copy of your client file. It is your responsibility to notify us if you would like a copy of your client file. However, LeVander, Gillen & Miller retains the right to charge a reasonable fee for copy costs related to your request.

Ownership of “the File”

The papers and property that you give to us will be returned to you promptly upon your request. We will see to it that you have copies of all relevant correspondence and originals of final legal documents that are related to our representation of you. Our own files, including notes, drafts, research materials, internal memoranda, and other attorney work product, whether or not created during the course of our representation of you, belong to the firm and will not be subject to copying or delivery to you.

Retention of Documents

Any documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to copy, digitally save, and/or destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement. Our records retention program will apply to this engagement, plus any engagements undertaken for you for which separate engagement letters are not prepared.

If we retain any original documents, we reserve the right to return them to you by delivering them to your last known address. We will retain either photocopies or electronic copies of originals and file copies for at least five years.

Client Communication

We regularly communicate by email and telephone. We are continually monitoring the security of our network and updating our virus detecting software, however, we cannot guarantee the security of any correspondence sent to us or by us over the Internet. In addition, we may contact you, on occasion,

by cellular telephone. Due to the nature of cellular communication, it is not necessarily secure at all times. By signing this letter, you agree to the use of e-mail and occasional cellular telephone calls as possible methods of communication between you and our firm, and accept that we make no guarantees as to the security of the transmissions using these means.

Minnesota Government Data Practices Act

Subject to the Rules of Professional Responsibility, pursuant to Minn. Stat. § 13.05, Subd. 11, LeVander, Gillen & Miller, P.A. acknowledges that the data collected, received, stored, used, maintained or disseminated in the performance of this assignment are subject to the requirements of the Minnesota Government Data Practices Act.

Sign and Return Letter

This letter is your fee agreement with our firm. If you find that the terms of this letter correctly express our understanding, please sign and date the bottom of this letter, and return it to our office. Once a signed copy of this letter is received by our office, we can begin work on your case.

Please note that time limitations applying to this case may require immediate action (e.g., Minn. Stat. § 15.99 deadlines). However, until we receive a signed copy of this letter, we cannot begin work on your file.

We intend to represent the City's interests to the best of our abilities and look forward to a successful professional relationship with you. If you have any questions or concerns, please feel free to call our office.

Best Regards,

LEVANDER, GILLEN & MILLER, P.A.

/s/ Peter G. Mikhail

Cc: Marie Darling (mdarling@ci.shorewood.mn.us)

**I have read, understand, and am authorized to agree to the foregoing
on behalf of the City of Shorewood.**

By: _____
Marc Nevinski, City Administrator

Date: _____

**RESOLUTION NO. 23-012
CITY OF SHOREWOOD
COUNTY OF HENNIPIN
STATE OF MINNESOTA**

**A RESOLUTION ACCEPTING QUOTES AND AUTHORIZING EXECUTION OF
SERVICE CONTRACTS WITH PROFESSIONAL SERVICE FIRMS**

WHEREAS, the City of Shorewood ("City") requested and researched professional service providers who had no conflict of interest with a potential applicant; and

WHEREAS, the City Council reviewed the hourly rates for engineering and legal services from Barr Engineering and LeVander Gillen & Miller at a public meeting on January 23, 2023.

NOW, THEREFORE, IT IS RESOLVED that the City Council of the City of Shorewood, Minnesota:

1. Barr Engineering and LeVander, Gillen & Miller have no known professional history with the applicant and seem well suited for the task of providing occasional professional services with a development review as the City Engineer and City Attorney have a real or perceived conflict or interest in reviewing any land use applications that may be submitted.
2. Staff are hereby authorized and directed to enter into a service agreement with the company for and on behalf of the City of Shorewood.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23rd day of January, 2023.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Delegated Contract Process for Federal Funds
Meeting Date: Monday January 23, 2023
Prepared by: Andrew Budde, City Engineer
Reviewed by: Matt Morreim, Director of Public Works
Attachments: Agreement, Resolution

Background: The City of Shorewood may pursue federal funding for future construction projects located within or near the city. The pursuit of those projects will require further discussion and authorization; however, one example could be the corridor study or construction improvements to Trunk Highway 7 or other suitable projects. To be eligible to receive federal funds, the City of Shorewood needs to enter into a Delegated Contract Process (DCP) Agreement with MnDOT to allow MnDOT to act as the agent on behalf of the city and transfer funds from the federal government to the city. These are standard agreements in which many municipalities approve.

Financial Considerations: None.

Recommendation/Action Requested: Staff recommends the city council approve the resolution to approve and enter into the Delegated Contract Process Agreement with the Minnesota Department of Transportation.



STATE OF MINNESOTA

AGENCY AGREEMENT

for

FEDERAL PARTICIPATION IN CONSTRUCTION

This Agreement is entered into by and between City of Shorewood ("Local Government") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

RECITALS

1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government's agent in accepting federal funds on the Local Government's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds, hereinafter referred to as the "Project(s)"; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
 - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
 - 2.2. This project is for construction, not research and development.
 - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

AGREEMENT TERMS

1. Term of Agreement; Prior Agreement

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.

2. Local Government's Duties

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
 - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, ("Project Engineer"), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative

Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

2.5. **Limitations.**

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination

include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this Agreement. The Local Government will make all books, records, and documents pertaining to the work hereunder available for a minimum of six years following the closing of the construction contract.

4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
 - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
 - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
 - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
 - 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

6. **Conditions of Payment.** All services provided by Local Government under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

7. Authorized Representatives

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Andrew Budde or their successor.

Title: Shorewood City Engineer

Phone: 952-960-7910

Email: cityengineer@ci.shorewood.mn.us

If the Local Government's Authorized Representative changes at any time during this Agreement, the Local Government will immediately notify MnDOT.

8. Assignment Amendments, Waiver, and Agreement Complete

8.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

8.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3. **Waiver.** If MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This Agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

9. Liability and Claims

- 9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 9.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any other party relevant to this Agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

- 11. **Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the Local Government or MnDOT.

- 12. **Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission

on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 14. Termination; Suspension**
 - 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
 - 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
 - 14.3.1. It does not obtain funding from the Minnesota Legislature; or
 - 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
 - 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- 16. Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this Project.
- 17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or

any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18. Federal Contract Clauses

18.1. Appendix II 2 CFR Part 200. The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.

- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public

Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

- a. Reporting of Total Compensation of the Local Government's Executives.
- b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:
 - i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities

Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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City of Shorewood

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

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

RESOLUTION 23-013

**A RESOLUTION TO APPROVE DELEGATED CONTRACT PROCESS AGREEMENT
WITH MNDOT TO RECEIVE FEDERAL FUNDS**

WHEREAS, the City of Shorewood may pursue federal funding for future construction projects located within or near the city; and

WHEREAS, approving the Delegated Contract Process agreement with MnDOT will allow the city to be eligible to receive federal funds, which will be routed through MnDOT and act as its agent; and

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

Pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as the Agent of the City of Shorewood to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

IT IS FURTHER RESOLVED, the Mayor and Clerk are hereby authorized and directed for and on behalf of the City of Shorewood to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052034", a copy of which said agreement was before the City Council and which is made a part thereof by reference.

Passed by the City Council of Shorewood, Minnesota this 23rd day of January 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Transfer from General Fund to Prepay 2017A EDA
Revenue Refunding Bonds

Meeting Date: January 23, 2023

Prepared By: Joe Rigdon, Finance Director

Reviewed By: Marc Nevinski, City Administrator

21

MEETING
TYPE
REGULAR

Attachments:

Background: The Shorewood EDA issued 2008A Public Project Revenue Bonds to finance City facilities. Those 2008A bonds were refinanced in 2017. There was a call option on the 2017A bonds allowing for the prepayment of bonds on December 1, 2022.

The City has annually allocated property tax levy funds of approximately \$95,000 per year to pay for the debt service on the 2017A bonds. By utilizing reserves in the General Fund, the 2017A remaining bond principal of \$515,000 was paid on December 1, 2022. The purpose of this action is to formally authorize the 2022 transfer of funds from the General Fund to the 2017A debt service fund.

Financial or Budget Considerations: By transferring \$515,000 of funds from the General Fund to the 2017A debt service fund, the approximate \$95,000 annual property tax levy for the 2017A debt service for 2023 to 2028 was eliminated. After netting an existing balance of \$7,050.85 in the debt service fund against the \$515,000 bond payoff, a transfer of \$507,949.15 will effectively close the debt service fund.

Recommended Action: Staff recommends the approval of transferring funds of \$507,949.15 from the General Fund to the 2017A debt service fund, retroactive to December 1, 2022.



#2J

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: **Accept Commission Findings and Recommendations**
Meeting Date: January 23, 2023
Prepared by: Marie Darling, Planning Director
Attachments: Planning Commission memo from January 17, 2023
 Recommendation from the Planning Commission regarding the CIP

Background: On December 12, 2022, the City Council adopted the 2023-2032 Capital Improvements Program subject to Planning Commission review and determination of compliance with the Comprehensive Plan. See the attached report for more information.

On January 17, 2023, the Planning Commission reviewed the CIP, determined compliance with the Comprehensive Plan, and authorized Vice-Chair Riedel to execute the attached recommendation.

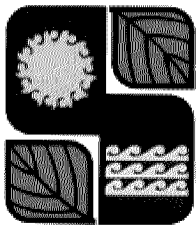
This action is the only outstanding condition of approval remaining.

Recommendation/Action Requested: Staff and the Planning Commission recommend acceptance of the attached recommendation.

Action on the resolution requires a majority of Councilmembers.

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Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*



CITY OF
SHOREWOOD

4C

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www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

MEMORANDUM

TO: Planning Commission, Mayor and City Council

FROM: Marie Darling, Planning Director

REVIEWED BY: Joe Rigdon, Finance Director

MEETING DATE: January 17, 2023

REQUEST: Capital Improvements Program Review

APPLICANT: City of Shorewood

LOCATION: City-Wide

REQUEST:

The Capital Improvements Program is a 10-year budgeting tool that the City uses to prioritize large capital projects. It functions as an implementation tool as part of the Comprehensive Plan.

Chapter 201.07 (Powers and Duties) of City Code directs (pursuant to Minnesota statute) the Planning Commission to review and make findings as to the compliance of the CIP with the Comprehensive Plan. The Planning Commission's responsibility is not to analyze each project, but to generally review the projects for the overall implementation of the Comprehensive Plan.

ANALYSIS

All of the projects within the plan are categorized by type and funding mechanism. A sampling of the applicable goals, objectives and/or policies included in the Comprehensive Plan are included for each category.

Fund 201 (Community & Event Center). This section includes building and grounds improvements as well as equipment for the Center.

Goal: Maintain a sound financial planning program for capital improvements, relating such improvements to actual need, proper location and timing.

Policies: All public facilities shall be developed, improved and maintained according to the highest adopted standards of design and performance to serve as examples for private development. The City shall strive to make efficient use of its various municipal buildings by evaluating, on a periodic basis, the space needs of various City functions.

Fund 402 (Park Capital Improvement Fund). The Parks Commission met on October 25, 2022 and prioritized the capital improvements based on their annual in-person assessment of the conditions in each park and the need for the programmed items. Trails are generally not included in Fund 402 as they are constructed with street reconstructions and have their own fund. The Freeman Park trail project is different as the trail is within Freeman Park and are considered a park facility.

Goal: Maintain a sound financial planning program for capital improvements, relating such improvements to actual need, proper location and timing.

Policies: Funding for park maintenance and necessary improvements shall be considered a community priority. Recreational open space improvement shall be programmed in accordance with a capital improvement program, updated on an annual basis.

Fund 403 (Equipment Replacement Fund). The majority of the CIP for equipment replacement pertains to public works and reflects the equipment necessary to carry out their basic duties including capital equipment, vehicles, etc. Other projects generally placed in this category include improvements for City Hall and other public buildings, technology upgrades, etc. In this CIP, a vehicle is also included for the Building Official.

Goal: Maintain a sound financial planning program for capital improvements, relating such improvements to actual need, proper location and timing.

Objective: New community facilities and services are to be developed to meet the needs and interests of the Shorewood community.

Fund 404 (Street Reconstruction Fund), Fund 405 (Municipal State Aid Street Construction Fund), and Fund 406 (Trails): Based on their conditions, staff are proposing the following street improvements for 2023. For each of the applicable proposed street and utility improvement projects, there are also associated costs in the Water, Sewer, and Stormwater funds for the associated utility costs.

When considering trails, the City has placeholder location for both Mill Street and Galpin Lake Road trails and will continue to submit for funding from other levels of government. Hennepin County, for example, will pay for ½ the costs of the land acquisition and costs of the Mill Street trail and consequently this project is closer to receiving funding. Staff will be applying for grants to contribute toward the local share of this project.

Goals: The City shall provide for and maintain a safe and efficient system of transportation, sensitive to the needs of residents and the environment of the community. The City should establish a plan for an interconnected system of trails, enhancing the safe movement of pedestrians, bicyclists and other modes of non-motorized travel.

Objectives: Implement trail segments on an incremental basis consistent with an overall plan. (Staff notes the trail plan is incorporated as part of the comprehensive plan.)

Policies: Maintain a system of evaluating street conditions and prioritizing street maintenance/improvement efforts. Timeframes for street improvement/replacement efforts shall be identified within the City's capital improvement program (CIP). Priorities for the funding of the construction of trails shall be established based on safety concerns, funding conditions and neighborhood acceptance.

Fund 601(Water), Fund 611 (Sanitary Sewer), and Fund 631 (Stormwater Management Fund):

Projects included with these funds include new utility extensions, rehabilitation of mains, lift stations, ponds, etc. and other equipment directly related to provision of the utility services. For 2023, notice that several projects are consistent with the street projects as much of the work is done at the same time.

Goals: The City shall provide those basic facilities and services that ensure the health, safety and general welfare of the public, the cost of which facilities and services are most efficiently shared by the general public. Maintain a sound financial planning program for capital improvements, relating such improvements to actual need, proper location and timing.

Objectives: New community facilities and services are to be developed to meet the needs and interests of the Shorewood community. Public facilities and services are to be planned and provided in a comprehensive coordinated and economic fashion.

Policies: City public utilities will be reviewed at the same time that the Capital Improvement Program (CIP) is reviewed each year. Demand for urban services shall be anticipated, with emphasis to conserving existing facilities, in order to facilitate orderly, fiscally responsible extension of service systems. The stormwater drainage facilities shall be considered integral elements of the City's street improvement projects.

FINDINGS/RECOMMENDATION

Staff recommends a positive finding that the Capital Improvement Program is generally consistent with the Comprehensive Plan and has provided an authorization consistent with this recommendation.

Proposed motion: Move to recommend approval of the 2023-2032 CIP based on the finding that it is generally consistent with, implements, and/or the projects are contemplated by the City's Comprehensive Plan and further that the Vice-Chair of the Commission may execute and forward this finding to the City Council.

ATTACHMENTS

2023-2032 CIP

Draft Written Recommendation

Comprehensive Plan (available on the website under government/city departments/planning and protective inspections/Comprehensive Plan or with this link: [Welcome to Shorewood, MN](#))

City of Shorewood, Minnesota
Capital Improvement Program
2023 thru 2032

PROJECTS BY FUNDING SOURCE

| Source | # | Priority | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | Total |
|--|------------|----------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|---------------|----------------|
| 201 - Community & Event Center | | | | | | | | | | | | | |
| SCEC - Mechanical Systems | SCEC-19-01 | n/a | 10,000 | 10,500 | 11,000 | 11,500 | 12,000 | 12,500 | 13,000 | 13,500 | 14,000 | 14,500 | 122,500 |
| SCEC - Exterior Doors | SCEC-21-01 | n/a | | | | | 15,000 | | | | | | 15,000 |
| SCEC - Activity Rm Counters/Sinks/Lighting | SCEC-22-04 | n/a | 10,000 | | | | | | | | | | 10,000 |
| SCEC - Drinking Fountain | SCEC-23-02 | n/a | 3,000 | | | | | | | | | | 3,000 |
| SCEC-Interior paint dining rm/lobby/coat rm/hallway | SCEC-23-03 | n/a | 10,000 | | | | | 12,000 | | | | | 22,000 |
| SCEC - Banquet Chairs - 100 | SCEC-23-04 | n/a | 5,000 | | | | | | | | | | 5,000 |
| SCEC - Restrooms | SCEC-24-01 | n/a | | 40,000 | | | | | | | | | 40,000 |
| SCEC - Conference Chairs | SCEC-24-02 | n/a | | 5,000 | | | | | | | | | 5,000 |
| SCEC-painting activity rm/conference rm/office | SCEC-25-01 | n/a | | 6,000 | | | | | 8,000 | | | | 14,000 |
| SCEC - Kitchen lighting | SCEC-26 | n/a | | | | 5,000 | | | | | | | 5,000 |
| SCEC - Banquet tables & rectangle tables | SCEC-26-01 | n/a | | | | 6,000 | | | | | | | 6,000 |
| 201 - Community & Event Center Total | | | 38,000 | 55,500 | 17,000 | 22,500 | 27,000 | 24,500 | 13,000 | 21,500 | 14,000 | 14,500 | 247,500 |
| 402 - Park Improvements | | | | | | | | | | | | | |
| Freeman Park Overlay Trails | P0105 | n/a | 400,000 | | | | | | | | | | 400,000 |
| Freeman Park North Playground | P0110 | n/a | | | | | | | 250,000 | | | | 250,000 |
| Cathcart Park Resurface Tennis Court | P0200 | n/a | | | | 15,000 | | | 18,000 | | | | 33,000 |
| Cathcart Park Hockey Boards | P0201 | n/a | | | | | 150,000 | | | | | | 150,000 |
| Cathcart Park Playground Equipment | P0202 | n/a | | | 150,000 | | | | | | | | 150,000 |
| Badger Park Tennis Courts | P0301 | n/a | | | 30,000 | | | | | | | | 30,000 |
| Manor Park Outdoor Amphitheatre & Perimeter Trail | P0403 | n/a | | | | | | 150,000 | | | | | 150,000 |
| Manor Park Surface | P0404 | n/a | | | | | | | | | 250,000 | | 250,000 |
| South Shore Park Master Plan | P0700 | n/a | | 10,000 | | | | | | | | | 10,000 |

| Source | # | Priority | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | Total |
|---|-----------|----------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|-----------|
| South Shore Park Reconstruction Project | P0701 | n/a | | | | | | 90,000 | | | | | 90,000 |
| 402 - Park Improvements Total | | | 400,000 | | 160,000 | 45,000 | 150,000 | 240,000 | | 268,000 | 250,000 | | 1,513,000 |
| 403 - Equipment Replacement Fund | | | | | | | | | | | | | |
| Dump Truck - Freightliner | 004 | n/a | | | | | | | 254,400 | | | | 254,400 |
| Dump Truck - Freightliner | 005 | n/a | | | | | | | | 270,200 | | | 270,200 |
| MultiOne Articulated Tractor | 006 | n/a | | | | | | 47,900 | | | 90,200 | | 90,200 |
| Pickup - 4 x 4 Ford F250 (LFS) | 010 | n/a | | | | | | | | | | | 47,900 |
| Pickup - 4 x 4 Ford F150 (DPW) | 011 | n/a | | | | | | | 46,500 | | | | 46,500 |
| Pickup - 4x4 Ford F150 (Bldg Off when arrive) | 025 | n/a | 32,800 | | | | | | | | | 56,600 | 89,400 |
| Loader - Cat 930H | 056 | n/a | | | | 224,300 | | | | | | | 224,300 |
| Mower - Toro Z 72098 Wing Mower 96" | 075 | n/a | 46,500 | | | | | | | | 75,400 | | 121,900 |
| Mower - Toro Groundsmaster 7210 | 084 | n/a | | 32,200 | | | | | | | | | 81,400 |
| Pickup - 4 x 4 Ford F350 (On Loan Bldg Off) | 090 | n/a | 37,400 | | | | | | | | | 64,400 | 101,800 |
| Truck - Ford 550 One Ton Dump Truck | 091 | n/a | | | 97,000 | | | | | | | | 97,000 |
| Mower - Toro Groundsmaster 7210 | 091b | n/a | | | | 36,400 | | | | | | | 36,400 |
| Dump Truck - Freightliner | 092 | n/a | | | 199,700 | | | | | | | 304,600 | 504,300 |
| Roller - Cat CB14XW | 096 | n/a | | | | | | | | | 65,600 | | 65,600 |
| Skid Steer - Case SV185 | 097 | n/a | 52,500 | | | | | | | | | 90,500 | 143,000 |
| Dump Truck - Freightliner | 098 | n/a | | | | | 225,400 | | | | | | 225,400 |
| Pelican Street Sweeper | 099 | n/a | | 204,000 | | | | | | | | | 204,000 |
| Attach Skid Steer - Blower | A03 | n/a | | | | 10,900 | | | | | 14,800 | | 25,700 |
| Attach Skid Steer - snow bucket | A08 | n/a | | | | | | | | 8,600 | | | 8,600 |
| Attach MultiOne - blower | A09 | n/a | | | | | | | | | 10,300 | | 10,300 |
| Attach MultiOne - snow broom | A11 | n/a | | | | | | | | | 14,800 | | 14,800 |
| High flow cold planer skid steer | A14 | n/a | 31,300 | | | | | | | | | | 31,300 |
| Color Copier Replacement | T-13-03 | n/a | 13,000 | | | | 14,000 | | | | 15,000 | | 42,000 |
| 800 Mhz Radio Replacement | T-19-01 | n/a | | | | | 36,000 | | | | | | 36,000 |
| Computer Upgrades | T-99-99 | n/a | 10,300 | 10,600 | 10,900 | 11,200 | 11,500 | 11,800 | 12,100 | 12,400 | 12,700 | 13,000 | 116,500 |
| 403 - Equipment Replacement Fund Total | | | 223,800 | 246,800 | 307,600 | 282,800 | 286,900 | 59,700 | 313,000 | 291,200 | 348,000 | 529,100 | 2,888,900 |
| 404 - Street Reconstruction Fund | | | | | | | | | | | | | |
| Chip Seal/Replay/Crack Seal | LR-99-099 | n/a | 300,000 | 305,000 | 310,000 | 315,000 | 320,000 | 325,000 | 330,000 | 335,000 | 340,000 | 345,000 | 3,225,000 |
| Mill & Overlay and Striping | LR-99-100 | n/a | | 561,800 | 595,508 | | 802,935 | | 751,815 | | 844,739 | | 3,556,797 |

| Source | # | Priority | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | Total |
|--|----------|----------|------------------|------------------|------------------|----------------|------------------|----------------|------------------|----------------|------------------|----------------|-------------------|
| Edgewood Rd reclaim | ST-21-01 | n/a | | | | | | | | | 1,748,746 | | 1,748,746 |
| Strawberry Court reclaim | ST-22-01 | n/a | 256,283 | | | | | | | | | | 256,283 |
| Peach Circle reconstruction | ST-22-02 | n/a | 376,866 | | | | | | | | | | 376,866 |
| Strawberry Ln reconstruction | ST-23-01 | n/a | 2,434,004 | | | | | | | | | | 2,434,004 |
| Grant Lorenz Rd reclaim | ST-23-02 | n/a | | | | | | | 1,211,496 | | | | 1,211,496 |
| Eureka Rd N Reclaim | ST-23-03 | n/a | | | 1,553,204 | | | | | | | | 1,553,204 |
| St. Albans Bay Road | ST-23-04 | n/a | 106,000 | | | | | | | | | | 106,000 |
| Vine Ridge Road Watermain | ST-23-05 | n/a | | | 923,037 | | | | | | | | 923,037 |
| TH 7 Corridor Study - Church Road to Oak Street | ST-23-07 | n/a | 50,000 | | | | | | | | | | 50,000 |
| Birch Bluff Rd reconstruction | ST-23-99 | n/a | 3,625,200 | | | | | | | | | | 3,625,200 |
| Noble Rd recon | ST-24-01 | n/a | | | | | 1,825,321 | | | | | | 1,825,321 |
| Noble Rd Reclaim | ST-24-02 | n/a | | | | | 620,549 | | | | | | 620,549 |
| Galpin Lake Rd/Trail | ST-24-03 | n/a | | | | | 1,607,744 | | | | | | 1,607,744 |
| Chaska Road Trail | ST-27-01 | n/a | | | | | 936,758 | | | | | | 936,758 |
| Mill Street Trail Construction - Led by Hpn County | ST-27-03 | n/a | | | 905,172 | | | | | | | | 905,172 |
| Mill Street Trail ROW - County Led | T017 | n/a | | 168,540 | | | | | | | | | 168,540 |
| 404 - Street Reconstruction Fund Total | | | 7,148,353 | 1,035,340 | 4,286,921 | 315,000 | 6,113,307 | 325,000 | 2,293,311 | 335,000 | 2,933,485 | 345,000 | 25,130,717 |

601 - Water Fund

| | | | | | | | | | | | | | |
|--|----------|-----|---------|--|-----------|--------|---------|---------|---------|--|-----------|--|-----------|
| Truck - Ford 550 w/crane, Utility Truck 50% | 007 | n/a | | | | | | 101,250 | | | | | 101,250 |
| Air Compressor - Ingersall Rand 185 | 038 | n/a | | | 34,200 | | | | | | | | 34,200 |
| Dodge Grand Caravan (Pool) - Water | 077 | n/a | 38,400 | | | | | | | | | | 38,400 |
| Edgewood Rd reclaim | ST-21-01 | n/a | | | | | | | | | 1,022,135 | | 1,022,135 |
| Strawberry Court reclaim | ST-22-01 | n/a | 203,608 | | | | | | | | | | 203,608 |
| Peach Circle reconstruction | ST-22-02 | n/a | 169,373 | | | | | | | | | | 169,373 |
| Strawberry Ln reconstruction | ST-23-01 | n/a | 659,459 | | | | | | | | | | 659,459 |
| Grant Lorenz Rd reclaim | ST-23-02 | n/a | | | | | | | 751,815 | | | | 751,815 |
| Vine Ridge Road Watermain | ST-23-05 | n/a | | | 896,835 | | | | | | | | 896,835 |
| Birch Bluff Rd reconstruction | ST-23-99 | n/a | 941,280 | | | | | | | | | | 941,280 |
| Noble Rd recon | ST-24-01 | n/a | | | | | 550,011 | | | | | | 550,011 |
| Galpin Lake Rd/Trail | ST-24-03 | n/a | | | | | 634,453 | | | | | | 634,453 |
| Mill Street Trail Construction - Led by Hpn County | ST-27-03 | n/a | | | 2,620,235 | | | | | | | | 2,620,235 |
| Rebuild Well Pump SE VT Well | W-19-05 | n/a | | | 25,000 | | | | | | | | 25,000 |
| Rebuild Well Pump Amesbury VT Well | W-20-05 | n/a | | | | 25,000 | | | | | | | 25,000 |

| Source | # | Priority | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | Total |
|---|----------|----------|------------------|----------------|------------------|----------------|------------------|----------------|----------------|----------------|------------------|----------------|-------------------|
| Rebuild Well Pump Badger VT Well | W-21-02 | n/a | | | | | | 35,000 | | | | | 35,000 |
| Rebuild Well Pump Boulder Bridge VT Well | W-22-02 | n/a | | | | | 35,000 | | | | | | 35,000 |
| Rebuild Well Pump Amesbury Submersible Well | W-23-01 | n/a | 30,000 | | | | | | 36,000 | | | | 66,000 |
| Badger Park Watermain | W-23-02 | n/a | 63,600 | | | | | | | | | | 63,600 |
| Replace valves SE area filter plant w/ cotrols | W-23-03 | n/a | 67,200 | | | | | | | | | | 67,200 |
| Water Meter Replacement Project | W-23-04 | n/a | 30,000 | 30,000 | 30,000 | 30,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 35,000 | 330,000 |
| Rebuild Well Pump Boulder Bridge Submersible Well | W-24-01 | n/a | | 30,000 | | | | | | | | | 30,000 |
| East Water Tower Paint & Reconditioning | W-24-02 | n/a | | 380,000 | | | | | | | | | 380,000 |
| Replace VFD SE Area Well | W-24-03 | n/a | | 10,000 | | | | | | | | | 10,000 |
| Replace VFD Badger Well | W-26-01 | n/a | | | | 12,000 | | | | | | | 12,000 |
| Watermain Reconstruction Activity | W-99-01 | n/a | 100,000 | 105,000 | 110,000 | 115,000 | 120,000 | 125,000 | 130,000 | 135,000 | 140,000 | 145,000 | 1,225,000 |
| 601 - Water Fund Total | | | 2,302,920 | 555,000 | 3,716,270 | 182,000 | 1,374,464 | 296,250 | 952,815 | 170,000 | 1,197,135 | 180,000 | 10,926,854 |
| 611 - Sanitary Sewer Fund | | | | | | | | | | | | | |
| Truck - Ford 550 w/crane, Utility Truck 50% | 007 | n/a | | | | | | 101,250 | | | | | 101,250 |
| Lift Station 11 Rehab - 20465 Radisson Rd. | SS-13-01 | n/a | 450,000 | | | | | | | | | | 450,000 |
| CIP Sewer Repairs Assoc with Roadway Reconstr | SS-99-01 | n/a | 50,000 | 51,500 | 53,000 | 54,500 | 56,000 | 57,500 | 59,000 | 60,500 | 62,000 | 63,500 | 567,500 |
| Televising & Cleaning | SS-99-02 | n/a | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 30,000 | 300,000 |
| Sewer Additional | SS-99-04 | n/a | 25,000 | 26,000 | 27,000 | 28,000 | 29,000 | 30,000 | 31,000 | 32,000 | 33,000 | 34,000 | 295,000 |
| Infiltration and Inflow Reduction | SS-99-05 | n/a | 80,000 | 82,500 | 85,000 | 87,500 | 90,000 | 92,500 | 95,000 | 97,500 | 100,000 | 102,500 | 912,500 |
| Edgewood Rd reclaim | ST-21-01 | n/a | | | | | | | | | 295,659 | | 295,659 |
| Strawberry Court reclaim | ST-22-01 | n/a | 10,161 | | | | | | | | | | 10,161 |
| Peach Circle reconstruction | ST-22-02 | n/a | 6,734 | | | | | | | | | | 6,734 |
| Strawberry Ln reconstruction | ST-23-01 | n/a | 126,974 | | | | | | | | | | 126,974 |
| Grant Lorenz Rd reclaim | ST-23-02 | n/a | | | | | | | 175,925 | | | | 175,925 |
| Eureka Rd N Reclaim | ST-23-03 | n/a | | | 139,349 | | | | | | | | 139,349 |
| Vine Ridge Road Watermain | ST-23-05 | n/a | | | 53,596 | | | | | | | | 53,596 |
| Birch Bluff Rd reconstruction | ST-23-99 | n/a | 235,320 | | | | | | | | | | 235,320 |
| Noble Rd recon | ST-24-01 | n/a | | | | | 234,189 | | | | | | 234,189 |
| 611 - Sanitary Sewer Fund Total | | | 1,014,189 | 190,000 | 387,945 | 200,000 | 439,189 | 311,250 | 390,925 | 220,000 | 520,659 | 230,000 | 3,904,157 |

| Source | # | Priority | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | Total |
|---|-----------|----------|-------------------|------------------|------------------|------------------|-------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| 631 - Stormwater Management Fund | | | | | | | | | | | | | |
| Pump - 4' Discharge Trailer Mtd | 050 | n/a | | | | | 74,700 | | | | | | 74,700 |
| Edgewood Rd reclaim | ST-21-01 | n/a | | | | | | | | | 261,869 | | 261,869 |
| Strawberry Court reclaim | ST-22-01 | n/a | 0 | | | | | | | | | | 0 |
| Peach Circle reconstruction | ST-22-02 | n/a | 73,347 | | | | | | | | | | 73,347 |
| Strawberry Ln reconstruction | ST-23-01 | n/a | 1,841,692 | | | | | | | | | | 1,841,692 |
| Grant Lorenz Rd reclaim | ST-23-02 | n/a | | | | | | | 181,939 | | | | 181,939 |
| Eureka Rd N Reclaim | ST-23-03 | n/a | | | 328,959 | | | | | | | | 328,959 |
| Vine Ridge Road Watermain | ST-23-05 | n/a | | | 69,079 | | | | | | | | 69,079 |
| Shorewood Ln Ravine | ST-23-06 | n/a | 289,380 | | | | | | | | | | 289,380 |
| Birch Bluff Rd reconstruction | ST-23-99 | n/a | 734,580 | | | | | | | | | | 734,580 |
| Noble Rd recon | ST-24-01 | n/a | | | | | 719,965 | | | | | | 719,965 |
| Noble Rd Reclaim | ST-24-02 | n/a | | | | | 93,676 | | | | | | 93,676 |
| Galpin Lake Rd Trail | ST-24-03 | n/a | | | | | 494,608 | | | | | | 494,608 |
| Noble Road Channel Widening | ST-27-02 | n/a | | | | | 307,792 | | | | | | 307,792 |
| Grant Lorenz Channel | ST-29-01 | n/a | | | | | | | 345,835 | | | | 345,835 |
| Catch Basin Reconstruction | STM-99-01 | n/a | 50,000 | 51,500 | 53,000 | 54,500 | 56,000 | 57,500 | 59,000 | 60,500 | 62,000 | 63,500 | 567,500 |
| Disposal of Street Sweepings | STM-99-02 | n/a | 37,800 | 38,600 | 39,400 | 40,200 | 41,000 | 41,800 | 42,600 | 43,400 | 44,200 | 45,000 | 414,000 |
| Storm Water Additional | STM-99-03 | n/a | 100,000 | 0 | 110,000 | 0 | 120,000 | 0 | 130,000 | 0 | 140,000 | 0 | 600,000 |
| Storm Pond Sediment Cleaning & Disposal | STM-99-04 | n/a | 100,000 | 105,000 | 110,000 | 115,000 | 120,000 | 125,000 | 130,000 | 135,000 | 140,000 | 145,000 | 1,225,000 |
| 631 - Stormwater Management Fund Total | | | 3,226,799 | 195,100 | 710,438 | 209,700 | 2,027,741 | 224,300 | 889,374 | 238,900 | 648,069 | 253,500 | 8,623,921 |
| GRAND TOTAL | | | 14,354,061 | 2,277,740 | 9,586,174 | 1,257,000 | 10,418,601 | 1,481,000 | 4,852,425 | 1,544,600 | 5,911,348 | 1,552,100 | 53,235,049 |

CITY OF SHOREWOOD
CAPITAL IMPROVEMENT PLANNING- 2023 THRU 2037
** 6% INFLATION ANNUALLY**

11/30/2022 13:32
PREPARED BY: BOLTON & MENK

| YEAR | STREET/PROJECT | NOTES 7, 8 | STREETS | | | UTILITIES | | | | TOTAL PROJECT COST | | | | | | | |
|------|---|---------------|--------------------------------|----------------------------------|---------------------|--------------|--------------|--------------------------------|----------------------------------|-----------------------|--------------------------------|----------------------------------|--|--|--|--|--------------|
| | | | STREET RECON. BOND ELIGIBLE | STREET RECON. BOND INELIGIBLE | SUBTOTAL STREETS | WATERMAIN | | SANITARY | | | STORM SEWER | | | | | | |
| | | | | | | UTILITY FUND | UTILITY FUND | STREET RECON. BOND ELIGIBLE | STREET RECON. BOND INELIGIBLE | | STREET RECON. BOND ELIGIBLE | STREET RECON. BOND INELIGIBLE | | | | | |
| 2023 | SHOREWOOD LN RAVINE | | | | | | | | | | | | | | | | |
| 2023 | STRAWBERRY LANE RECON | 11 | \$2,300,003 | | \$134,001 | \$2,434,004 | \$659,459 | \$126,974 | \$1,841,692 | \$289,380 | | | | | | | \$5,062,129 |
| 2023 | STRAWBERRY COURT RECLAIM | | \$256,283 | | | \$256,283 | \$203,608 | \$10,161 | | | | | | | | | \$470,052 |
| 2023 | PEACH CIRCLE RECON | | \$347,588 | | \$29,278 | \$376,866 | \$169,373 | \$6,734 | \$73,347 | | | | | | | | \$626,320 |
| 2023 | BIRCH BLUFF RD RECON | 15 | \$3,435,460 | | \$189,740 | \$3,625,200 | \$941,280 | \$235,320 | \$734,580 | | | | | | | | \$5,536,380 |
| 2023 | ST. ALBANS BAY ROAD | | \$106,000 | | | \$106,000 | | | | | | | | | | | \$106,000 |
| 2023 | BADGER PARK WATERMAIN | | | | | | | | | | | | | | | | \$63,600 |
| 2024 | MILL STREET TRAIL ROW-COUNTY LED | | \$168,540 | | | \$168,540 | | | | | | | | | | | \$168,540 |
| 2024 | MILL & OVERLAY | 6 | \$561,800 | | | \$561,800 | | | | | | | | | | | \$561,800 |
| 2025 | VINE RIDGE RD WATERMAIN | | \$923,037 | | | \$923,037 | \$896,835 | \$53,596 | \$69,079 | | | | | | | | \$1,947,547 |
| 2025 | EUREKA RD N RECLAIM | 12 | \$1,434,102 | \$119,102 | | \$1,553,204 | \$139,349 | | \$32,872 | \$296,087 | | | | | | | \$2,021,511 |
| 2025 | MILL STREET TRAIL CONSTRUCTION-COUNTY LED | | \$905,172 | | | \$905,172 | \$2,620,235 | | | | | | | | | | \$3,525,407 |
| 2025 | MILL & OVERLAY | 17 | \$595,508 | | | \$595,508 | | | | | | | | | | | \$595,508 |
| 2027 | GALPIN LAKE RD/TRAIL | 13 | \$748,871 | \$858,873 | | \$1,607,744 | \$634,453 | | \$49,514 | \$445,094 | | | | | | | \$2,736,805 |
| 2027 | CHASKA RD TRAIL | | \$936,758 | | | \$936,758 | | | | | | | | | | | \$936,758 |
| 2027 | NOBLE ROAD RECLAIM | | \$620,549 | | | \$620,549 | | | | | | | | | | | \$620,549 |
| 2027 | NOBLE ROAD RECON | | \$1,652,749 | \$172,572 | | \$1,825,321 | \$550,011 | \$234,189 | \$144,528 | \$575,437 | | | | | | | \$3,328,487 |
| 2027 | NOBLE ROAD CHANNEL WIDENING | 5 | | | | | | | | | | | | | | | \$307,792 |
| 2027 | MILL & OVERLAY | 4 | \$802,935 | | | \$802,935 | | | | | | | | | | | \$802,935 |
| 2029 | GRANT LORENZ CHANNEL | 3, 5 | | | | | | | | | | | | | | | \$345,835 |
| 2029 | GRANT LORENZ RD RECLAIM | 9 | \$1,211,496 | | | \$1,211,496 | \$751,815 | \$175,925 | | \$181,939 | | | | | | | \$2,321,175 |
| 2029 | MILL & OVERLAY | 2 | \$751,815 | | | \$751,815 | | | | | | | | | | | \$751,815 |
| 2031 | EDGEWOOD RD RECLAIM | | \$1,748,746 | | | \$1,748,746 | \$1,022,135 | \$295,659 | | \$181,939 | | | | | | | \$3,328,409 |
| 2031 | MILL & OVERLAY | 18 | \$844,739 | | | \$844,739 | | | | | | | | | | | \$844,739 |
| 2033 | MILL & OVERLAY | 14 | \$949,149 | | | \$949,149 | | | | | | | | | | | \$949,149 |
| 2035 | AMESBURY WATERMAIN | 16 | | | | | \$2,382,481 | | | | | | | | | | \$2,382,481 |
| 2035 | KNIGHTSBRIDGE RD RECLAIM | 16 | \$1,063,798 | | | \$1,063,798 | \$953,419 | | | | | | | | | | \$2,017,217 |
| 2035 | MILL & OVERLAY | 18 | \$1,066,464 | | | \$1,066,464 | | | | | | | | | | | \$1,066,464 |
| 2035 | SWEETWATER CURVE RECLAIM | | \$2,547,973 | | | \$2,547,973 | | | | | | | | | | | \$2,654,620 |
| 2037 | EXCELSIOR BLVD RECLAIM | | \$1,896,251 | | | \$1,896,251 | \$2,041,868 | \$280,397 | | \$388,042 | | | | | | | \$4,606,558 |
| 2037 | MILL & OVERLAY | 18 | \$1,198,279 | | | \$1,198,279 | | | | | | | | | | | \$1,198,279 |
| | SUBTOTALS | | \$29,074,067 | \$1,503,566 | \$30,577,633 | \$13,890,571 | \$1,558,304 | \$3,440,301 | \$2,797,109 | \$6,237,409 | | | | | | | \$52,263,917 |

NOTES:

- (2) RUSTIC WAY, WEST LANE, WOODEND PLACE, WILDROSE LANE
- (3) GRANT LORENZ CHANNEL STABILIZATION ASSUMED TO BE BUILT IN ONE YEAR
- (4) BRENTIDGE DR, MANOR RD
- (5) FROM WESTERN SHOREWOOD DRAINAGE STUDY
- (6) MAPLE ST, BOULDER CIR, CHURCH RD, MURRAY ST, MURRAY CT
- (7) COST DO NOT INCLUDE RIGHT OF WAY OR EASEMENT ACQUISITION COSTS UNLESS STATED
- (8) RECONSTRUCTION BOND ELIGIBLE, INCLUDES SAFETY RELATED ITEMS SUCH AS STREET WIDENING TO 28 FT F-F CITY STANDARD, RELATED DRAINAGE IMPROVEMENTS DUE TO PERMITTING REQUIREMENTS, AND OFFSTREET TRAILS. INELIGIBLE COSTS, INCLUDES NEW CURB, 90% OF STORM SEWER, UNRELATED OFFSTREET STORM AND TRAILS
- (9) WATERMAIN ONLY INCLUDES LOOP CONNECTION FROM NOBLE RD TO EDGEWOOD RD.
- (10) LOCAL SHARE OF CONSTRUCTION COSTS. CITY/COUNTY TO PURSUE GRANTS FOR LOCAL SHARE.
- (11) INCLUDES PEDESTRIAN IMPROVEMENT COSTS PARALLEL TO ROADWAY
- (12) INCLUDES CURB AND GUTTER ONE SIDE, 6" BITUMINOUS WALK, AND RETAINING WALLS
- (13) FULL COSTS NOT DEDUCTING ANTICIPATED \$800K OF OUTSIDE BOND FUNDING CONTINGENT ON STATE BOND
- (14) SMITHTOWN CIRCLE, OAK LEAF TRAIL
- (15) DOES NOT INCLUDE SIDEWALK/TRAIL
- (16) UTILITIES TO BE RECONSTRUCTED IN COORDINATION WITH AMESBURY HOA RECONSTRUCTION OF STREETS.
- (17) DIVISION STREET, LILAC LANE, AFTON ROAD, BAYSWATER RD, BEVERLY DRIVE.
- (18) STREETS NOT DETERMINED.

H:\SHWD\General\CI\2023 Update Files\2022-11_Shorewood CIP SUMMARY (2023-2037).xlsx\COMP SHEET-W 6% INFLATION

53

PARK CAPITAL IMPROVEMENT FUND

Fund: 402- Park Capital Outlay

| | Actual 2018 | Actual 2019 | Actual 2020 | Actual 2021 | YTD & Est. 10/14/2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|---|------------------|-----------------|------------------|------------------|--------------------------|------------------------------|----------------|-----------------|----------------|----------------|-----------------|----------------|------------------|-----------------|----------------|
| REVENUES | | | | | | | | | | | | | | | |
| Park Dedication Fees - Mattamy | 87,888 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Park Dedication Fees - Opildan | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Park Dedication Fees - Other | 13,000 | 19,500 | 19,500 | 91,000 | 6,500 | 58,500 | - | - | - | - | - | - | - | - | - |
| Interest Earnings | 9,053 | 14,873 | 2,333 | (1,441) | (272) | (419) | 12 | 652 | 520 | 988 | 958 | 502 | 1,270 | 726 | 295 |
| Voluntary Contributions - Walnut Grove Villas | - | - | - | - | - | 105,000 | - | - | - | - | - | - | - | - | - |
| Contributions/donations - Minnetonka Youth Lacrosse | 2,000 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Contributions/donations - Other | - | - | - | 6,000 | - | - | - | - | - | - | - | - | - | - | - |
| Grants - Hennepin County Lacrosse | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Grants - Hennepin County - Silverwood Park | - | - | - | - | 25,000 | - | - | - | - | - | - | - | - | - | - |
| Grants - Badger Park | - | 150,000 | 25,000 | - | 10,000 | - | - | - | - | - | - | - | - | - | - |
| Grants - Minnesota Twins Community Fund | - | - | - | - | 10,000 | - | - | - | - | - | - | - | - | - | - |
| Miscellaneous revenue | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Budget (Property tax levy for 2021 and on) | 42,000 | 42,000 | 95,000 | 100,000 | 118,000 | 123,000 | 128,000 | 133,000 | 138,000 | 143,000 | 148,000 | 153,000 | 158,000 | 163,000 | 163,000 |
| Transfers in - Excess Reserves | - | 180,000 | - | - | - | 200,000 | - | - | - | - | - | - | - | - | - |
| Transfers in - Badger Park Phase 2 (Water, Storm, Street) | - | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - correct Excelsior annexation detachment | 18,850 | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL REVENUES | 172,791 | 406,373 | 141,833 | 195,559 | 169,228 | 486,081 | 128,012 | 133,652 | 138,520 | 143,988 | 148,958 | 153,502 | 159,270 | 163,726 | 163,295 |
| EXPENDITURES | | | | | | | | | | | | | | | |
| Other Improvements | 466,624 | 479,155 | 352,799 | 362,647 | 168,487 | 400,000 | - | 160,000 | 45,000 | 150,000 | 240,000 | - | 268,000 | 250,000 | - |
| Additional Estimate | - | - | - | - | 30,000 | - | - | - | - | - | - | - | - | - | - |
| TOTAL EXPENDITURES | 466,624 | 479,155 | 352,799 | 362,647 | 198,487 | 400,000 | - | 160,000 | 45,000 | 150,000 | 240,000 | - | 268,000 | 250,000 | - |
| Revenues Over/(Under) Expenditures | (293,833) | (72,782) | (210,966) | (167,088) | (29,259) | 86,081 | 128,012 | (26,348) | 93,520 | (6,012) | (91,042) | 153,502 | (108,730) | (86,274) | 163,295 |
| Beginning Fund Balance | 690,197 | 396,364 | 323,582 | 112,616 | (54,472) | (83,731) | 2,350 | 130,362 | 104,014 | 197,534 | 191,521 | 100,479 | 253,981 | 145,251 | 58,977 |
| Ending Fund Balance | 396,364 | 323,582 | 112,616 | (54,472) | (83,731) | 2,350 | 130,362 | 104,014 | 197,534 | 191,521 | 100,479 | 253,981 | 145,251 | 58,977 | 222,272 |
| Expenditures | | | | | | | | | | | | | | | |
| Badger Park Tennis Courts | 0 | 0 | 212,282 | 18,842 | 0 | 0 | - | - | - | - | - | - | - | - | - |
| Badger Park Phase 2 | 302,564 | 1,876 | 0 | 0 | 284 | 0 | - | - | - | - | - | - | - | - | - |
| Badger Park Playground | 164,060 | 248,785 | 62,691 | 14,698 | 0 | 0 | - | - | - | - | - | - | - | - | - |
| Badger Park picnic shelter | 0 | 75,224 | 13,655 | 2,318 | 0 | 0 | - | - | - | - | - | - | - | - | - |
| Badger Park restroom | 0 | 49,110 | 39,960 | 0 | 18,000 | 0 | - | - | - | - | - | - | - | - | - |
| Badger Park bleachers | 0 | 0 | 0 | 5,340 | 0 | 0 | - | - | - | - | - | - | - | - | - |
| Freeman Park Parking Lot, Rink, Lights | 0 | 0 | 0 | 0 | 0 | 0 | - | - | - | - | - | - | - | - | - |
| Freeman Park Playground | 0 | 86,060 | 0 | 0 | 0 | 0 | - | - | - | - | - | - | - | - | - |
| Cathcart and Silverwood Parks - resurfacing courts | 0 | 18,100 | 0 | 0 | 0 | 0 | - | - | - | - | - | - | - | - | - |
| Silverwood Playground | 0 | 0 | 0 | 208,905 | 1,642 | within \$265,000 in 2022 CIP | - | - | - | - | - | - | - | - | - |
| Silverwood Park Improvements | 0 | 0 | 0 | 22,432 | 62,074 | within \$265,000 in 2022 CIP | - | - | - | - | - | - | - | - | - |
| Christmas Lake Boat Landing | 0 | 0 | 0 | 0 | 19,502 | 52,480 | - | - | - | - | - | - | - | - | - |
| Freeman Park Ballfield #4 repair | 0 | 0 | 24,211 | 70,610 | 32,450 | 32,450 | - | - | - | - | - | - | - | - | - |
| Freeman Park Trail Improvement | 0 | 0 | 0 | 0 | 1,557 | 0 | - | - | - | - | - | - | - | - | - |
| TOTAL EXPENDITURES | 466,624 | 479,155 | 352,799 | 362,647 | 168,487 | 400,000 | - | 160,000 | 45,000 | 150,000 | 240,000 | - | 268,000 | 250,000 | - |

EQUIPMENT REPLACEMENT FUND
Fund: 403 - Equipment Replacement

| | Actual 2020 | Actual 2021 | YTD & Est. 2022 11/2/2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|---|------------------|----------------|---------------------------------|----------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| REVENUES | | | | | | | | | | | | | |
| Interest Earnings | 2,482 | (790) | 1,213 | 1,466 | 1,969 | 1,385 | 519 | (202) | (923) | (486) | (1,288) | (1,961) | (2,896) |
| Grants | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Miscellaneous revenue | 750 | - | - | - | - | - | - | - | - | - | - | - | - |
| Sale of Capital Assets | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Budget | 95,000 | 100,000 | 118,000 | 123,000 | 128,000 | 133,000 | 138,000 | 143,000 | 148,000 | 153,000 | 158,000 | 163,000 | 168,000 |
| Transfers in - Excess Reserves | - | - | - | 200,000 | - | - | - | - | - | - | - | - | - |
| TOTAL REVENUES | 98,232 | 99,210 | 119,213 | 324,466 | 129,969 | 134,385 | 138,519 | 142,798 | 147,077 | 152,514 | 156,712 | 161,039 | 165,104 |
| EXPENDITURES | | | | | | | | | | | | | |
| Public Works | 222,159 | 98,616 | 58,600 | 213,500 | 236,200 | 296,700 | 271,600 | 261,400 | 47,900 | 300,900 | 278,800 | 320,300 | 516,100 |
| Administration | 46,612 | - | 10,000 | 10,300 | 10,600 | 10,900 | 11,200 | 25,500 | 11,800 | 12,100 | 12,400 | 27,700 | 13,000 |
| TOTAL EXPENDITURES | 268,771 | 98,616 | 68,600 | 223,800 | 246,800 | 307,600 | 282,800 | 286,900 | 59,700 | 313,000 | 291,200 | 348,000 | 529,100 |
| Revenues Over/(Under) Expenditures | (170,539) | 594 | 50,613 | 100,666 | (116,831) | (173,215) | (144,281) | (144,102) | 87,377 | (160,486) | (134,488) | (186,961) | (363,996) |
| Beginning Fund Balance | 412,551 | 242,012 | 242,606 | 293,219 | 393,885 | 277,055 | 103,840 | (40,441) | (184,543) | (97,166) | (257,652) | (392,140) | (579,101) |
| Ending Fund Balance | 242,012 | 242,606 | 293,219 | 393,885 | 277,055 | 103,840 | (40,441) | (184,543) | (97,166) | (257,652) | (392,140) | (579,101) | (943,096) |

STREET IMPROVEMENT FUND
Fund - 404 - Street Improvement Fund

Bond Interest Rate 5.00%
Bond Duration (Years) 20

| | Actual 2019 | Actual 2020 | Actual 2021 | Projected 2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|--|----------------|----------------|----------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REVENUES | | | | | | | | | | | | | | |
| Franchise Fees - Electric | 164,556 | 167,525 | 169,851 | | | | | | | | | | | |
| Franchise Fees - Gas | 145,266 | 148,200 | 149,558 | | | | | | | | | | | |
| Interest Earnings | 67,443 | 48,908 | (1,356) | 21,233 | 32,272 | 14,447 | 13,634 | 16,222 | 15,418 | 9,453 | 8,615 | 7,773 | 6,927 | 6,077 |
| Grants | - | - | - | 28,903 | - | - | - | - | - | - | - | - | - | - |
| MSA Funds - Galpin Lake Rd/Trail | - | - | - | - | - | - | 800,000 | - | - | - | - | - | - | - |
| Miscellaneous revenue | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Excess Reserves | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - 2020A Bond Proceeds Re-allocation (from utilities) | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Bond Proceeds (Based on Eligible Costs) | - | 2,992,232 | 3,236,120 | 3,535,000 | 3,528,181 | 730,340 | 3,857,818 | - | 4,761,862 | - | 1,963,311 | - | 2,593,485 | - |
| Levy | | | | | | | | | | | | | | |
| Capital Levy (formerly transfers in - Budget through 2020) | 810,000 | 835,000 | 693,614 | 118,000 | 123,000 | 128,000 | 133,000 | 138,000 | 143,000 | 148,000 | 153,000 | 158,000 | 163,000 | 168,000 |
| Debt Levy | - | - | 208,186 | 515,373 | 771,932 | 1,111,041 | 1,164,462 | 1,479,112 | 1,473,370 | 1,860,006 | 1,853,707 | 2,015,222 | 2,007,897 | 2,223,910 |
| Debt Levy Reduction | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Levy | 810,000 | 835,000 | 901,800 | 633,373 | 894,932 | 1,239,041 | 1,297,462 | 1,617,112 | 1,616,370 | 2,008,006 | 2,006,707 | 2,173,222 | 2,170,897 | 2,391,910 |
| TOTAL REVENUES | 1,187,265 | 4,191,865 | 4,455,973 | 4,218,509 | 4,455,385 | 1,983,828 | 5,968,914 | 1,633,334 | 6,393,650 | 2,017,459 | 3,978,633 | 2,180,996 | 4,771,309 | 2,397,987 |
| Total Levy Change | | | | -30% | 41% | 38% | 5% | 25% | 0% | 24% | 0% | 8% | 0% | 10% |
| EXPENDITURES | | | | | | | | | | | | | | |
| 2021 - Glen/Amlee/Manitou (FUND 407) | 78,582 | 279,572 | 1,603,897 | 162,176 | - | - | - | - | - | - | - | - | - | - |
| 2020 - Woodside (FUND 408) | 31,966 | 439,296 | 70,937 | 2,053 | - | - | - | - | - | - | - | - | - | - |
| 2023 - Strawberry (FUND 409) | 7,349 | 261,432 | 217,736 | 187,543 | - | - | - | - | - | - | - | - | - | - |
| 2020 - Islands (FUND 410) | 65,959 | 630,817 | 70,152 | 9,833 | - | - | - | - | - | - | - | - | - | - |
| 2021 - Lafayette Avenue (FUND 411) | - | 304 | - | 44,179 | - | - | - | - | - | - | - | - | - | - |
| 2022 - Smithtown Ponds (FUND 412) - bond eligible portion | - | 39,249 | 90,770 | 355,632 | - | - | - | - | - | - | - | - | - | - |
| 2021 - Mill & Overlay (FUND 413) | - | 39,007 | 1,816,827 | 23,798 | - | - | - | - | - | - | - | - | - | - |
| 2023 - Birch Bluff Rd (FUND 414) | - | - | 121,534 | 270,194 | - | - | - | - | - | - | - | - | - | - |
| 2023 - Galpin Lake Road/Trail (FUND 415) | - | - | 3,735 | 5,979 | - | - | - | - | - | - | - | - | - | - |
| 2022 - Mill & Overlay (FUND 416) | - | - | 649 | 480,378 | - | - | - | - | - | - | - | - | - | - |
| 2021 - Minnetonka Blvd & St. Albans Rd (with Greenwood) (FUND 404) | - | - | 93,166 | - | - | - | - | - | - | - | - | - | - | - |
| Total Initial Costs (may also be included in bonding) | 183,856 | 1,689,677 | 4,089,403 | 1,541,765 | - | - | - | - | - | - | - | - | - | - |
| CIP Street Program: (bonded and non-bonded) | - | - | - | 1,377,500 | 6,948,353 | 730,340 | 3,976,920 | - | 5,793,307 | - | 1,963,311 | - | 2,593,485 | - |
| Deduct Street Costs Included Above | - | - | - | (1,541,765) | - | - | - | - | - | - | - | - | - | - |
| Total CIP Street Program (bonded and non-bonded) | - | - | - | (164,265) | 6,948,353 | 730,340 | 3,976,920 | - | 5,793,307 | - | 1,963,311 | - | 2,593,485 | - |
| Debt Service - 2020 Bonds | - | - | 208,186 | 232,482 | 230,487 | 228,492 | 226,497 | 229,752 | 227,704 | 230,907 | 228,807 | 226,707 | 224,607 | 227,757 |
| Debt Service - 2021 Bonds | - | - | - | 282,891 | 312,806 | 310,023 | 307,241 | 309,708 | 306,873 | 309,288 | 306,401 | 308,763 | 305,529 | 307,251 |
| Debt Service - 2022 Bonds | - | - | - | - | 228,639 | 289,416 | 289,009 | 288,376 | 287,517 | 286,431 | 285,119 | 286,840 | 289,873 | 289,873 |
| Debt Service - 2023 Bonds | - | - | - | - | - | 283,110 | 283,110 | 283,110 | 283,110 | 283,110 | 283,110 | 283,110 | 283,110 | 283,110 |
| Debt Service - 2024 Bonds | - | - | - | - | - | - | 58,604 | 58,604 | 58,604 | 58,604 | 58,604 | 58,604 | 58,604 | 58,604 |
| Debt Service - 2025 Bonds | - | - | - | - | - | - | - | 309,561 | 309,561 | 309,561 | 309,561 | 309,561 | 309,561 | 309,561 |
| Debt Service - 2026 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2027 Bonds | - | - | - | - | - | - | - | - | - | 382,104 | 382,104 | 382,104 | 382,104 | 382,104 |
| Debt Service - 2028 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2029 Bonds | - | - | - | - | - | - | - | - | - | - | - | 157,541 | 157,541 | 157,541 |
| Debt Service - 2030 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2031 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | 208,108 |
| Debt Service - 2032 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2033 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2034 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2035 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2036 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Debt Service - 2037 Bonds | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Debt Service | - | - | 208,186 | 515,373 | 771,932 | 1,111,041 | 1,164,462 | 1,479,112 | 1,473,370 | 1,860,006 | 1,853,707 | 2,015,222 | 2,007,897 | 2,223,910 |

STREET IMPROVEMENT FUND
Fund: 404 - Street Improvement Fund

Bond Interest Rate 5.00%
Bond Duration (Years) 20

| Actual 2019 | Actual 2020 | Actual 2021 | Projected 2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|----------------|----------------|----------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 50,566 | 79,078 | 51,198 | 118,000 | 300,000 | 305,000 | 310,000 | 315,000 | 320,000 | 325,000 | 330,000 | 335,000 | 340,000 | 345,000 |
| - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| 755,879 | 1,812,794 | 4,348,787 | 2,010,873 | 8,020,285 | 2,146,381 | 5,451,382 | 1,794,112 | 7,586,677 | 2,185,006 | 4,147,018 | 2,350,222 | 4,941,382 | 2,568,910 |
| 431,386 | 2,379,071 | 107,186 | 2,207,636 | (3,564,900) | (162,553) | 517,532 | (160,778) | (1,193,027) | (167,547) | (168,385) | (169,227) | (170,073) | (170,923) |
| 1,329,034 | 1,760,420 | 4,139,491 | 4,246,677 | 6,454,313 | 2,889,413 | 2,726,860 | 3,244,392 | 3,083,614 | 1,890,587 | 1,723,040 | 1,554,655 | 1,385,429 | 1,215,356 |
| 1,760,420 | 4,139,491 | 4,246,677 | 6,454,313 | 2,889,413 | 2,726,860 | 3,244,392 | 3,083,614 | 1,890,587 | 1,723,040 | 1,554,655 | 1,385,429 | 1,215,356 | 1,044,433 |

Street Sign Replacement
Chip Seal/Replay/Crack Seal
Transfers out - Badger Park Phase 2

TOTAL EXPENDITURES

Revenues Over/(Under) Expenditures

Beginning Fund Balance

Ending Fund Balance

CIP Street Program Detail:

| 2019 Mill & Overlay | Lake Mary Outlet | Glen Amlee Manitou | Shorewood Oaks Drainage | Strawberry Lane Recon | Mill Street Trail (ROW) | 2025 Mill & Overlay | Galpin Lake Rd/Trail | Grant Lorenz Channel | Edgewood |
|---------------------------|---------------------|--------------------------|-------------------------------|-----------------------------|-------------------------------|---------------------------|----------------------------|----------------------------|-------------|
| 452,549 | 558,000 | 3,578,042 | 217,300 | 5,062,129 | 168,540 | 595,508 | 2,736,805 | 345,835 | 3,328,409 |
| - | - | (645,770) | - | (659,459) | - | - | (634,453) | - | (1,022,135) |
| - | - | (74,123) | - | (126,974) | - | - | - | - | (295,659) |
| - | (558,000) | (729,700) | (217,300) | (1,841,692) | - | - | (494,608) | (345,835) | (261,869) |
| 452,549 | - | 2,128,449 | - | 2,434,004 | 168,540 | 595,508 | 1,607,744 | - | 1,748,746 |
| - | - | (144,589) | - | (134,001) | - | - | (858,873) | - | - |
| 452,549 | - | 1,983,860 | - | 2,300,003 | 168,540 | 595,508 | 748,871 | - | 1,748,746 |
| 452,549 | - | 1,983,860 | - | 2,300,003 | 168,540 | 595,508 | 748,871 | - | 1,748,746 |

CIP Street Program: Project #1

Less: Water portion of CIP Street Program
Less: Sanitary Sewer portion of CIP Street Program
Less: Storm Water portion of CIP Street Program
Less: Streets portion of CIP Street Program
Less: Street Reconstruction Bonds - Ineligible Costs
Less: Street Reconstruction Bonds - Eligible Costs
Storm Water - Eligible Costs
Total - Eligible Costs

| Beverly Drive Wetland | Sweetwater Curve Watermain | Grant Street Drainage | Strawberry Ct | 2024 Mill & Overlay | Eureka Rd | Chaska Road Trail | Grant Lorenz Reclaim | 2031 Mill & Overlay |
|-----------------------------|----------------------------------|-----------------------------|------------------|---------------------------|--------------|-------------------------|----------------------------|---------------------------|
| - | 310,000 | 270,000 | 430,000 | 561,800 | 2,021,511 | 936,758 | 1,569,360 | 844,739 |
| - | - | (270,000) | - | - | - | - | - | - |
| - | - | - | (203,608) | - | (139,349) | - | (175,925) | - |
| - | (310,000) | - | (10,161) | - | (328,959) | - | (181,959) | - |
| - | - | (430,000) | - | - | - | - | - | - |
| - | - | - | 256,283 | 561,800 | 1,553,203 | 936,758 | 1,211,496 | 844,739 |
| - | - | - | - | - | (119,102) | - | - | - |
| - | - | - | 256,283 | 561,800 | 1,434,101 | 936,758 | 1,211,496 | 844,739 |
| - | - | - | - | - | - | - | - | - |
| - | - | - | 256,283 | 561,800 | 1,434,101 | 936,758 | 1,211,496 | 844,739 |
| - | - | - | - | - | - | - | - | - |
| - | - | - | - | - | - | - | - | - |

CIP Street Program: Project #2

Less: Water portion of CIP Street Program
Less: Sanitary Sewer portion of CIP Street Program
Less: Storm Water portion of CIP Street Program
Less: Streets portion of CIP Street Program
Less: Street Reconstruction Bonds - Ineligible Costs
Less: Street Reconstruction Bonds - Eligible Costs
Storm Water - Eligible Costs
Total - Eligible Costs

| Enchanted & Shady Islands | 2021 Mill & Overlay | Smithtown Pond/Freeman Park Outlet | Peach Circle | Mill Street Trail Construction | Noble Road Reclaim | 2029 Mill & Overlay |
|---------------------------------|---------------------------|--|-----------------|--------------------------------------|--------------------------|---------------------------|
| - | 1,161,140 | 2,160,000 | 626,320 | 3,525,407 | 714,224 | 751,815 |
| - | - | - | (169,373) | (2,620,235) | - | - |
| - | (210,000) | - | (6,734) | - | - | - |
| - | (120,000) | (1,942,000) | (73,347) | - | (93,676) | - |
| - | 831,140 | 2,160,000 | 376,886 | 905,172 | 620,548 | 751,815 |
| - | - | (60,000) | (29,278) | - | - | - |
| - | 831,140 | 2,100,000 | 347,588 | 905,172 | 620,548 | 751,815 |
| - | 120,000 | 582,000 | - | - | - | - |
| - | 951,140 | 2,100,000 | 347,588 | 905,172 | 620,548 | 751,815 |

CIP Street Program: Project #3

Less: Water portion of CIP Street Program
Less: Sanitary Sewer portion of CIP Street Program
Less: Storm Water portion of CIP Street Program
Less: Streets portion of CIP Street Program
Less: Street Reconstruction Bonds - Ineligible Costs
Less: Street Reconstruction Bonds - Eligible Costs
Storm Water - Eligible Costs
Total - Eligible Costs

STREET IMPROVEMENT FUND
Fund: 404 - Street Improvement Fund

Bond Interest Rate 5.00%
Bond Duration (Years) 20

| | Actual 2019 | Actual 2020 | Actual 2021 | Projected 2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|---|----------------|---------------------|---------------------------------------|---|---------------------|----------------|---------------------------------|----------------|---------------------------------|----------------|----------------|----------------|----------------|----------------|
| CIP Street Program: Project #4 Less: Water portion of CIP Street Program Less: Sanitary Sewer portion of CIP Street Program Less: Storm Water portion of CIP Street Program Streets portion of CIP Street Program Less: Street Reconstruction Bonds - Ineligible Costs Street Reconstruction Bonds - Eligible Costs Storm Water - Eligible Costs Total - Eligible Costs | | Woodsides | Mill & Overlay Drainage Improv. | Stream Restoration withtown/Freer | Strauberry (ROW) | | Vine Ridge Road Watermain | | Noble Road Recon | | | | | |
| | - | 1,020,000 | 100,000 | - | 150,000 | - | 1,942,547 | - | 3,329,487 | - | - | - | - | - |
| | - | (649,740) | - | - | - | - | (896,835) | - | (550,011) | - | - | - | - | - |
| | - | (34,000) | - | - | - | - | (53,596) | - | (234,189) | - | - | - | - | - |
| | - | - | (100,000) | - | - | - | (69,079) | - | (719,965) | - | - | - | - | - |
| | - | 336,260 | - | - | 150,000 | - | 933,037 | - | 1,825,322 | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | (172,572) | - | - | - | - | - |
| | - | 336,260 | - | - | 150,000 | - | 933,037 | - | 1,652,750 | - | - | - | - | - |
| | - | 336,260 | - | - | 150,000 | - | 933,037 | - | 1,652,750 | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CIP Street Program: Project #5 Less: Water portion of CIP Street Program Less: Sanitary Sewer portion of CIP Street Program Less: Storm Water portion of CIP Street Program Streets portion of CIP Street Program Less: Street Reconstruction Bonds - Ineligible Costs Street Reconstruction Bonds - Eligible Costs Storm Water - Eligible Costs Total - Eligible Costs | | Lafayette Avenue | Smithtown Pond Trail Connection | Birch Bluff | | | | | Noble Rd Channel Widening | | | | | |
| | - | 255,700 | - | 43,000 | 5,536,380 | - | - | - | 307,792 | - | - | - | - | - |
| | - | (102,194) | - | - | (941,280) | - | - | - | - | - | - | - | - | - |
| | - | (109,023) | - | - | (235,320) | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | (734,580) | - | - | - | (307,792) | - | - | - | - | - |
| | - | 44,483 | - | 43,000 | 3,625,200 | - | - | - | - | - | - | - | - | - |
| | - | - | - | (43,000) | (189,740) | - | - | - | - | - | - | - | - | - |
| | - | 44,483 | - | - | 3,435,460 | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | 44,483 | - | - | 3,435,460 | - | - | - | - | - | - | - | - | - |
| CIP Street Program: Project #6 Less: Water portion of CIP Street Program Less: Sanitary Sewer portion of CIP Street Program Less: Storm Water portion of CIP Street Program Streets portion of CIP Street Program Less: Street Reconstruction Bonds - Ineligible Costs Street Reconstruction Bonds - Eligible Costs Storm Water - Eligible Costs Total - Eligible Costs | | | Shorewood Lane Ravine | Badger Park Watermain | | | | | 2027 Mill & Overlay | | | | | |
| | - | - | - | 250,000 | 63,600 | - | - | - | 802,935 | - | - | - | - | - |
| | - | - | - | - | (63,600) | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | (250,000) | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | 802,935 | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | 802,935 | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | 802,935 | - | - | - | - | - |
| CIP Street Program: Project #7 Less: Water portion of CIP Street Program Less: Sanitary Sewer portion of CIP Street Program Less: Storm Water portion of CIP Street Program Streets portion of CIP Street Program Less: Street Reconstruction Bonds - Ineligible Costs Street Reconstruction Bonds - Eligible Costs Storm Water - Eligible Costs Total - Eligible Costs | | | 2022 Mill & Overlay | St. Albans Bay Road | | | | | | | | | | |
| | - | - | - | 752,500 | 106,000 | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | 752,500 | 106,000 | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | 752,500 | 106,000 | - | - | - | - | - | - | - | - | - |
| | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| | - | - | - | 752,500 | 106,000 | - | - | - | - | - | - | - | - | - |

STREET IMPROVEMENT FUND
Fund: 404 - Street Improvement Fund

Bond Interest Rate 5.00%
Bond Duration (Years) 20

| | Actual 2019 | Actual 2020 | Actual 2021 | Projected 2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|--|----------------|----------------|----------------|-------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| CIP Street Program: Project #8 | | | | | | | | | | | | | | |
| Less: Water portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Less: Sanitary Sewer portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Less: Storm Water portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Streets portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Less: Street Reconstruction Bonds - Ineligible Costs | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Storm Water - Eligible Costs | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total - Eligible Costs | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CIP Street Program: Project #9 | | | | | | | | | | | | | | |
| Less: Water portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Less: Sanitary Sewer portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Less: Storm Water portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Streets portion of CIP Street Program | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Less: Street Reconstruction Bonds - Ineligible Costs | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Storm Water - Eligible Costs | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Total - Eligible Costs | - | - | - | - | - | - | - | - | - | - | - | - | - | - |
| CIP Street Program: TOTAL | 452,549 | 3,304,840 | 6,108,042 | 3,634,800 | 12,014,481 | 730,340 | 8,084,973 | - | 8,828,001 | - | 2,667,010 | - | 4,173,148 | - |
| Less: Water portion of CIP Street Program | - | (751,934) | (915,770) | - | (2,037,320) | - | (3,517,070) | - | (1,184,464) | - | - | - | (1,022,135) | - |
| Less: Sanitary Sewer portion of CIP Street Program | - | (353,023) | (74,123) | - | (379,189) | - | (192,945) | - | (234,189) | - | (175,925) | - | (285,659) | - |
| Less: Storm Water portion of CIP Street Program | - | (988,000) | (829,700) | (2,839,300) | (2,649,619) | - | (398,038) | - | (1,616,041) | - | (527,774) | - | (261,869) | - |
| Total Streets portion of CIP Street Program | 452,549 | 1,211,883 | 4,288,449 | 795,500 | 6,948,353 | 730,340 | 3,976,920 | - | 5,793,307 | - | 1,963,311 | - | 2,593,485 | - |
| Less: Street Reconstruction Bonds - Ineligible Costs | - | - | (204,589) | (43,000) | (355,019) | - | (119,102) | - | (1,031,445) | - | - | - | - | - |
| Storm Water - Eligible Costs | 452,549 | 1,211,883 | 4,083,860 | 752,500 | 6,595,334 | 730,340 | 3,857,818 | - | 4,761,862 | - | 1,963,311 | - | 2,593,485 | - |
| Total - Eligible Costs | 452,549 | 1,331,883 | 4,083,860 | 1,334,500 | 6,595,334 | 730,340 | 3,857,818 | - | 4,761,862 | - | 1,963,311 | - | 2,593,485 | - |
| Shift Strawberry Ln/Ct/ Peach Circle (bonds issued in late 2022) | | | | 3,067,153 | (3,067,153) | | | | | | | | | |
| Bond Amount | | 4,083,860 | 4,401,653 | 3,528,181 | 730,340 | 3,857,818 | - | 4,761,862 | - | 1,963,311 | - | 2,593,485 | - | - |

MSA STREET CONSTRUCTION FUND
Fund: 405 - MSA Capital Outlay

| | Actual 2020 | Actual 2021 | YTD & Est. 2022 11/2/2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|---|----------------|-----------------|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REVENUES | | | | | | | | | | | | | |
| Interest Earnings | 1,558 | (323) | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 |
| MSA | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Miscellaneous revenue | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Budget | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Excess Reserves | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL REVENUES | 1,558 | (323) | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 |
| EXPENDITURES | | | | | | | | | | | | | |
| Other Improvements | - | 99,255 | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL EXPENDITURES | - | 99,255 | - | - | - | - | - | - | - | - | - | - | - |
| Revenues Over/(Under) Expenditures | 1,558 | (99,578) | 192 | 193 | 194 | 195 | 196 | 197 | 198 | 199 | 200 | 201 | 202 |
| Beginning Fund Balance | 136,478 | 138,036 | 38,458 | 38,650 | 38,844 | 39,038 | 39,233 | 39,429 | 39,626 | 39,824 | 40,024 | 40,224 | 40,425 |
| Ending Fund Balance | 138,036 | 38,458 | 38,650 | 38,844 | 39,038 | 39,233 | 39,429 | 39,626 | 39,824 | 40,024 | 40,224 | 40,425 | 40,627 |

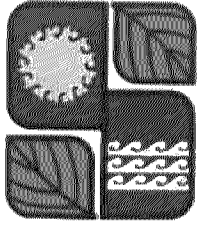
\$100,000 included in 2021 for City's share of Hwy 7/Old Market Rd signal

TRAIL CONSTRUCTION FUND
Fund: 406 - Trail Capital Outlay

| | Actual 2020 | Actual 2021 | YTD & Est. 2022 11/2/2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|---|----------------|----------------|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REVENUES | | | | | | | | | | | | | |
| Interest Earnings | 4 | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Grants | - | - | - | - | - | - | - | - | - | - | - | - | - |
| MSA | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Miscellaneous revenue | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Budget | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Excess Reserves | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL REVENUES | 4 | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| EXPENDITURES | | | | | | | | | | | | | |
| Other Improvements (TO BE DETERMINED) | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL EXPENDITURES | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Revenues Over/(Under) Expenditures | 4 | - | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Beginning Fund Balance | 418 | 422 | 422 | 424 | 426 | 428 | 431 | 433 | 435 | 437 | 439 | 441 | 444 |
| Ending Fund Balance | 422 | 422 | 424 | 426 | 428 | 431 | 433 | 435 | 437 | 439 | 441 | 444 | 446 |

COMMUNITY INFRASTRUCTURE FUND
Fund: 450 - Community Infrastructure Capital Outlay

| | Actual 2020 | Actual 2021 | YTD & Est. 2022 11/2/2022 | Budget 2023 | Budget 2024 | Budget 2025 | Budget 2026 | Budget 2027 | Budget 2028 | Budget 2029 | Budget 2030 | Budget 2031 | Budget 2032 |
|---|------------------|----------------|---------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| REVENUES | | | | | | | | | | | | | |
| Interest Earnings | 2,045 | (652) | 1,153 | 1,158 | 1,164 | 1,170 | 1,176 | 1,182 | 1,188 | 1,194 | 1,200 | 1,206 | 1,212 |
| Grants | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Miscellaneous revenue | 9,200 | 2,740 | - | - | - | - | - | - | - | - | - | - | - |
| Sale of 22000 Stratford Place | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Encroachment Agreement - Fisk | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Budget | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Transfers in - Excess Reserves | - | - | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL REVENUES | 11,245 | 2,088 | 1,153 | 1,158 | 1,164 | 1,170 | 1,176 | 1,182 | 1,188 | 1,194 | 1,200 | 1,206 | 1,212 |
| EXPENDITURES | | | | | | | | | | | | | |
| Public Works Roof | 185,103 | - | - | - | - | - | - | - | - | - | - | - | - |
| Other Improvements | 9,880 | 2,060 | - | - | - | - | - | - | - | - | - | - | - |
| TOTAL EXPENDITURES | 194,983 | 2,060 | - | - | - | - | - | - | - | - | - | - | - |
| Revenues Over/(Under) Expenditures | (183,738) | 28 | 1,153 | 1,158 | 1,164 | 1,170 | 1,176 | 1,182 | 1,188 | 1,194 | 1,200 | 1,206 | 1,212 |
| Beginning Fund Balance | 414,248 | 230,510 | 230,538 | 231,691 | 232,849 | 234,013 | 235,183 | 236,359 | 237,541 | 238,729 | 239,923 | 241,122 | 242,328 |
| Ending Fund Balance | 230,510 | 230,538 | 231,691 | 232,849 | 234,013 | 235,183 | 236,359 | 237,541 | 238,729 | 239,923 | 241,122 | 242,328 | 243,539 |
| Land Held For Resale | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 | 150,068 |
| Fund Balance, Excluding Land Held For Resale | 80,442 | 80,470 | 81,623 | 82,781 | 83,945 | 85,115 | 86,291 | 87,473 | 88,661 | 89,855 | 91,054 | 92,260 | 93,471 |



CITY OF
SHOREWOOD

5755 COUNTRY CLUB ROAD, SHOREWOOD, MINNESOTA 55331-8927
952.960.7900 ▪ www.ci.shorewood.mn.us ▪ cityhall@ci.shorewood.mn.us

To: Shorewood Mayor and City Council

From: Shorewood Planning Commission

Date: January 17, 2023

Subject: 2023-2032 Capital Improvements Program (CIP)

At the January 17, 2023 meeting, the Planning Commission reviewed the proposed 2023-2043 Capital Improvements Program (CIP) pursuant to Minnesota Statutes 462.356 Subd. 2 and City Code § 201.07 Subd. 10.

Findings and Conclusions:

NOW, THEREFORE, in accordance with Minn. Stat. § 462.356 subd. 2 and City Code § 201.07 Subd. 10, the Planning Commission finds that the capital projects within the CIP are consistent with, implement, and/or are contemplated by the City's Comprehensive Plan.

A handwritten signature in black ink, appearing to read "M Riedel", is written over a horizontal line.

Marc Riedel, Vice-Chair

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approving Permanent Appointment of Chris Heitz
Meeting Date: Monday, January 23, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Sandie Thone, City Clerk/Human Resources Director

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

Background: On July 12, 2022 Chris Heitz was promoted to Lead Field Supervisor with the City of Shorewood. Chris was considered for the promotion due to his experience and leadership as a Light Equipment Operator since May of 2017. Chris is a valuable team leader in the public works department and the city. He ensures that public works staff provides exceptional and responsive services to the citizens of Shorewood. Chris is dedicated to new advancements, technology and maintenance practices so that public works can continue to be safe, efficient and effective. He is professional and gets along well with team members. He is being recommended for permanent appointment in the capacity of Lead Field Supervisor for the City of Shorewood.

Financial Considerations: As delineated below.

Action Requested: Staff respectfully recommends the city council approve Chris Heitz's permanent appointment and non-exempt hourly rate be advanced to Grade 11, Step F of \$41.40 of the City of Shorewood's Compensation Plan at the completion of his 6-month anniversary and upon approval of his permanent appointment.

Motion, second and simple majority vote required.

Connection to Vision/Mission: Consistency in providing residents quality public services, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.



City of Shorewood Council Meeting Item

#6B

MEETING TYPE
Regular Meeting

Title / Subject: Variance to side and rear setbacks for an accessory building
Location: 5925 Eureka Road
Applicant: Gene German and Sara Lassila

Meeting Date: January 23, 2023

Prepared by: Marie Darling, Planning Director

Review Deadline: February 15, 2022

Attachments: Planning Memorandums from the 12/6/2022 and 1/17/2023 Meeting Resolutions

Background: See attached planning memorandums for detailed background on this request. At their January 17, 2023 meeting, the Planning Commission unanimously recommended approval of the rear-yard variance and denial of the side-yard variance, subject to the conditions in the attached resolutions.

Summary of Public Notice and Testimony: Notice was mailed to all property owners within 500 feet of the property prior to the Planning Commission public meeting on December 6, 2022. The applicant was present at the meeting and spoke in favor of the application. One letter was received. No one from the public requested to speak at either public meeting.

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

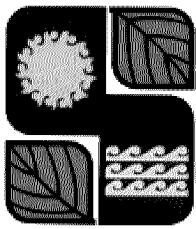
Recommendation / Action Requested: Staff and the Planning Commission recommend approval of the rear-yard variance and denial of the side-yard variance, subject to the conditions in the attached resolution.

Proposed motion: Move to adopt the attached resolutions approving a rear yard setback variance and denying a side yard setback for Gene German and Sara Lassila for property located at 5925 Eureka Road, as recommended by the Planning Commission.

Any action on this request would require a majority of Councilmembers.

Next Steps and Timelines: If the item is approved, the applicant would submit the information as required in the attached resolution with a building permit request.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*



CITY OF
SHOREWOOD

4A

5755 COUNTRY CLUB ROAD, SHOREWOOD, MINNESOTA 55331-8927 • 952.960.7900
www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

MEMORANDUM

TO: Planning Commission

FROM: Marie Darling, Planning Director

MEETING DATE: January 17, 2023 *continued from December 6, 2022*

REQUEST: Variance to allow an accessory building to be constructed at three feet from the rear and side property lines where 50 and 10 feet are required

APPLICANT: Gene German and Sara Lassila

LOCATION: 5925 Eureka Road

REVIEW DEADLINE: February 22, 2023

LAND USE CLASSIFICATION: Minimum Density Residential

ZONING: R-1A

FILE NUMBER: 22.13

REQUEST:

The applicant requests a variance to construct a new accessory building in the southeast corner of the lot. The building would be 16-feet by 20-feet.

Notice of the original meeting for the variance application was mailed to all property owners within 500 feet of the property.

BACKGROUND

At their last meeting, the Planning Commission requested additional information and exhibits showing the distance of the new shed to the existing emergency shelter. Two exhibits are attached.



Staff prepared two exhibits showing the shed a minimum of 10 feet to the side and rear property lines with showing two different building orientations. In either case, the applicant indicates that he can work with

the separation shown. He has also submitted revised graphics showing the detached accessory building with a gable roof instead of a gambrel roof consistent with the proposed recommendations.

RECOMMENDATION

Staff recommends the Planning Commission review the application according to the new graphics and the variance criteria (listed in the original staff memo) The variance criteria are open to interpretation.

Should the Planning Commission recommend approval of the request for a rear yard setback, but denial of a side-yard setback, staff recommends that the applicants be required to acquire all necessary permits prior to construction, use horizontal lap siding instead of vertical and locate the shed a minimum of 10 feet from the side and rear property line.

ATTACHMENTS

Revised site plans

Revised shed plans

Planning Commission memo from December 6, 2022 and attachments

Correspondence Received

Certificate of Survey

~ for ~ Gene German
5925 Eureka Rd.
Shorewood, MN 55331

DESCRIPTION OF PROPERTY:

The North 156.75 feet of the West 137.00 feet of that part of Lot 76, AUDITOR'S SUBDIVISION NO. 133, according to the recorded plat thereof, Hennepin County, Minnesota, lying North of the North line of Lots 14 and 15, MEAKERS OUTLOTS TO EXCELSIOR, according to the recorded plat thereof in said County.

LEGEND

Set 1/2" X 14" rebar marked with cap number 22703

Found Iron Monument

Pine Tree

Deciduous Tree

Contour Line

Spot Elevation

Power Pole

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

Steven V. Ische

22703

10/07/22

Steven V. Ische

License No.

Date

The main survey map depicts a rectangular property bounded by Mann Lane to the north, Eureka Road to the west, and a split rail fence to the south. The north boundary is 137.01 feet long, with a bearing of S 89°46'19" E. The west boundary is 156.75 feet long, with a bearing of N 0°27'44" W. The south boundary is 137.01 feet long, with a bearing of N 89°46'19" W. The east boundary is 156.76 feet long, with a bearing of S 0°27'44" E. The map shows an existing house with a concrete porch, a gravel driveway, a concrete driveway, a concrete kennel, a paver patio, and a shed. Various trees are marked with symbols and labels like 8", 10", 12", 30", 40", and 4". Contour lines are shown with elevations ranging from 984.5 to 990.2. A well and a compost bin are also indicated. The map includes numerous spot elevations and dimensions for various features.

A north arrow pointing towards the top right of the page. Below it is a scale bar marked from 0 to 40 feet.

SCALE IN FEET

RECEIVED
OCT 20 2022
CITY OF SHOREWOOD

IMPERVIOUS SURFACE COVERAGE:

| | |
|----------------------|-------------|
| EXISTING HOUSE: | 1,036 S.F. |
| PORCH: | 92 S.F. |
| CONCRETE: | 621 S.F. |
| DRIVEWAY: | 1,060 S.F. |
| PAVERS: | 402 S.F. |
| TOTAL IMPERVIOUS: | 3,211 S.F. |
| LOT AREA: | 21,476 S.F. |
| IMPERVIOUS COVERAGE: | 15.0 % |

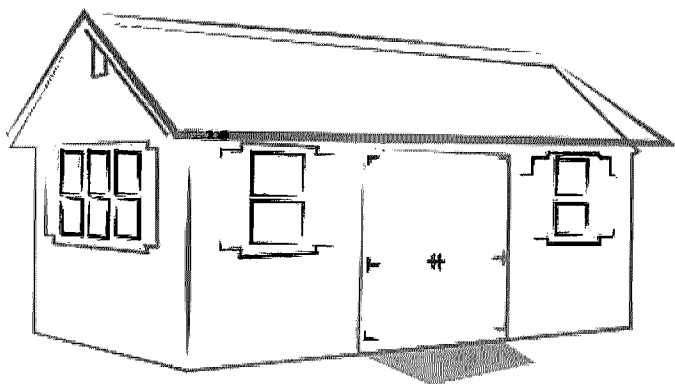
PREMIER
LAND SURVEYING, LLC
1600 Arboretum Blvd., Suite 203
Victoria, MN 55386
952-443-3010

PROJ. #2175-00 NAVD88 VERTICAL DATUM

Traverse PC

Gene German

From: sales=proshedbuildings.com@mg.idearoominc.com on behalf of Pro-Shed Buildings
Sent: ShedView <sales@proshedbuildings.com>
To: Friday, December 23, 2022 1:47 PM
Subject: Gene German
Here's Your Custom Shed Design and Estimate! (#1671824824790810)



Pro-Shed Buildings
60328 430th Street
Mountain Lake, MN 57252
507-427-2002
sales@proshedbuildings.com

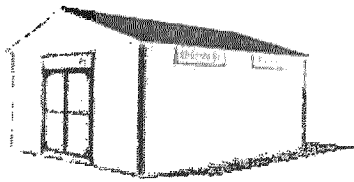
PRO-SHED

storage sheds & garages

Customer Order - Dec 23, 2022

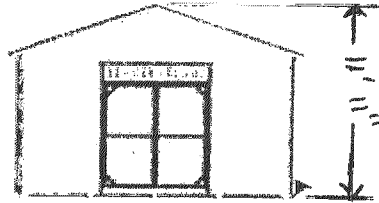
| Ship To | | | |
|---|--|---------------------------------|--|
| Customer Name <u>Gene German</u> | | Order # <u>1671824824790810</u> | |
| Installation Address _____ | | | |
| City _____ | | State <u>MN</u> | ZIP Code <u>55331</u> |
| Email <u>genegerman@ccwtrainer.com</u> | | Phone _____ | Mobile _____ |
| Building Info | | Size | Color |
| Style: <u>Garage</u> | 16 x 20 94" Sidewall Height | Roof | <u>Antique Brown</u> <input checked="" type="checkbox"/> |
| Roof Overhang: <u>5" Overhang</u> | | Trim | <u>Tan</u> <input checked="" type="checkbox"/> |
| Roof Material: <u>Architectural Shingles</u> | | Siding | <u>Cream</u> <input type="checkbox"/> |
| Base <u>4x6 Notched Treated Skids with 12" On-Center Floor Joists</u> | | | |
| Siding <u>LP SmartSide Panels</u> | | | |
| Design Link & Notes | | | |
| Design Link https://shedview.proshedbuildings.com/?lng=en-US#81a0fde3ab72f04f1fbe4e18b802e1be | | | |
| Notes, Comments, Questions What would it cost to do lap siding? | | | |

Images



SHED

Perspective



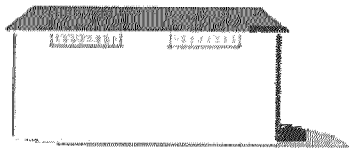
SHED

Front

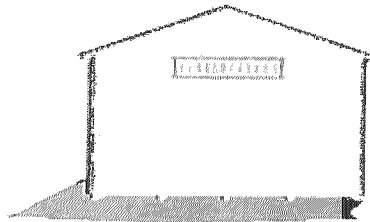


SHED

Left



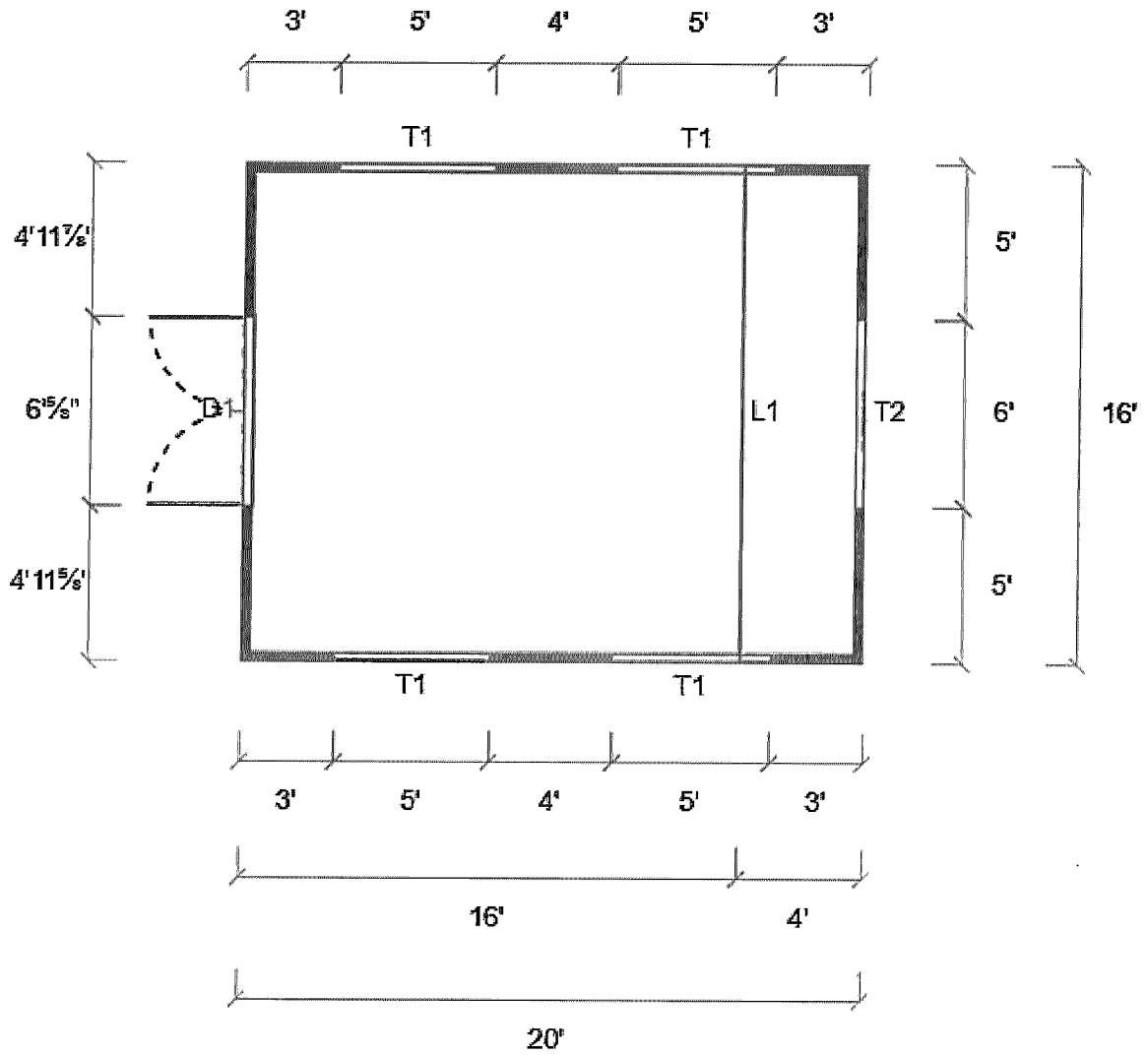
Right



Back

Left

Front



Right

SYMBOL LEGEND

- D1
72" Wooden Double
- T1
Transom window 60"
- T2
Transom window 72"
- L1
Loft: 4' Back
- Closed Wall

| Description | Quantity | Amount |
|-------------------|----------|--------|
| Structure Details | | |

| Description | Quantity | Amount |
|---|----------|----------|
| Style: Garage | 1 | \$14,616 |
| Sidewall Height: 94" | 1 | Included |
| Size: 16 x 20 | 1 | Included |
| Roof Overhang: 5" Overhang | 1 | Included |
| Base: 4x6 Notched Treated Skids with 12" On-Center Floor Joists | 1 | Included |
| Siding: LP SmartSide Panels | 1 | Included |
| Roof Pitch: 4/12 | 1 | Included |
| Siding Color: Cream | 1 | \$100 |
| Trim Color: Tan | 1 | Included |
| Fascia Trim Color: Cream | 1 | Included |
| Roof Color: Antique Brown | 1 | Included |
| Roof Material: Architectural Shingles | 1 | Included |
| | | |
| Doors & Ramps | | |
| 72" Wooden Double | 1 | \$250 |
| Color: Cream | 1 | Included |
| 72" Transom Above Door | 1 | \$105 |
| 36" Prehung Entry door w/ Windows (Inswing) (Credit) | 1 | -\$600 |
| | | |
| Windows & Accessories | | |
| 24" x 36" Insulated Window (Credit) | 1 | -\$200 |
| Transom window 60" | 4 | \$380 |
| Color: White | 5 | Included |
| Transom window 72" | 1 | \$105 |
| | | |
| Flooring & Interior | | |
| Flooring: 5/8" T&G ProStruct | 1 | -\$1,040 |

| Description | | Quantity | Amount |
|---|--|------------------------------------|----------|
| Loft: 4' Back | | 1 | \$125 |
| Interior Wall: LP SmartSide with SilverTech (Standard) | | 1 | Included |
| Interior Roof: LP ProStruct Roof Sheathing with SilverTech (Standard) | | 1 | Included |
| | | | |
| Vents | | | |
| 8" x 16" Vent | | 2 | Included |
| | | | |
| Additional Options | | | |
| 6 Anchors, Installed | | 1 | \$389 |
| Concrete Anchors Installed | | 1 | Included |
| | | | |
| Additional Fees | | | |
| Fuel Surcharge | | 1 | \$100 |
| | | | |
| | | Subtotal: | \$14,330 |
| | | Sales Tax: | \$1,078 |
| | | Delivery: | \$203 |
| | | Total Order Amount: | \$15,612 |
| | | Deposit Required to Order: | \$2,866 |
| | | Final Balance Due at Installation: | \$12,746 |
| Signatures | | | |
| Customer Signature: | | | |
| Date | | | |
| Desired Delivery Date: | | | |
| Delivery Notes: | | | |

| Signatures | |
|---------------------------------------|--|
| Pro-Shed Storage Buildings Signature: | |
| Date | |

Pricing and options shown are subject to change at any time and may vary based upon current promotions, specials, or annual pricing adjustments. Current pricing will be included in the final quote and will require your review and approval prior to order.

We will do all we can to ensure your complete satisfaction. Please contact us for questions, concerns, or custom styles or sizes.

Pricing Table (For Internal Use): - Service Area

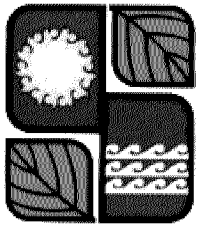
[Buy This Building Now!](#)

This estimate is provided by Pro-Shed Buildings for use by customers of Pro-Shed Buildings only.



PRO-SHED
storage sheds & garages

Pro-Shed Buildings
60328 430th Street
Mountain Lake, MN, 57252
507-427-2002
sales@proshedbuildings.com



CITY OF
SHOREWOOD

5755 COUNTRY CLUB ROAD, SHOREWOOD, MINNESOTA 55331-8927 • 952.960.7900
www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

MEMORANDUM

TO: Planning Commission

FROM: Marie Darling, Planning Director

MEETING DATE: December 6, 2022

REQUEST: Variance to allow an accessory building to be constructed at three feet from the rear and side property lines where 50 and 10 feet are required

APPLICANT: Gene German and Sara Lassila

LOCATION: 5925 Eureka Road

REVIEW DEADLINE: February 22, 2023

LAND USE CLASSIFICATION: Minimum Density Residential

ZONING: R-1A

FILE NUMBER: 22.13

REQUEST:

The applicant requests a variance to construct a new accessory building in the southeast corner of the lot. The building would be 16-feet by 20-feet.

Notice of the variance application was mailed to all property owners within 500 feet of the property prior to the meeting.

BACKGROUND

Context: The existing home was constructed in 1956. The original lot was created as part of the Meakers Outlots to Excelsior subdivision (1884) and Auditor's subdivision number 133 (1924) and was likely created with further subdivisions prior to city record-keeping.



The adjacent properties are all developed with single-family homes. The lot is not within a shoreland or floodplain district, nor is there likely wetland on the property. Tree preservation requirements applies and

would be reviewed with the building permit request. Tree preservation policy would not apply to this application.

Applicable Code Sections:

Section 1201.03 Subd. 2 d. (3) of the zoning regulations states: Accessory buildings and structures shall be constructed within the buildable area of the lots as defined in 1201.02 of this chapter....

Section 1201.03 Subd. 2. D. (4) (d) states: The architectural character of proposed accessory buildings shall be similar and consistent with other buildings on the site and in the area.

Section 1201.01 includes the following definitions:

BUILDABLE AREA. The portion of a lot, excluding wetlands, remaining after required yards have been provided.

LOT LINE - FRONT. The front of a lot shall be, for purposes of complying with this chapter, that boundary having the least width abutting a public right-of-way or private street.

LOT LINE - REAR. The rear of a lot shall be, for purposes of complying with this chapter, that boundary opposite the front lot line.

Section 1201.10 Subd. 5 d. defines the required yards as: Front, rear and side yard abutting a street: 50 feet; Interior side yard: 10 feet.

ANALYSIS

The applicants' narrative is attached and indicates that they propose to build an accessory structure in the southeast corner of their lot. Although they have conforming locations on the property for a shed of this size, the applicants propose their preferred location (shown as option 3 on the attached surveys and the photo to the right) as they feel it's the most secluded option to reduce impact on the neighbors and passing public.



(White arrow indicates property corner marker.) Shed location is staked on the site.

Impervious Surface Coverage

| | Required | Existing | Proposed |
|------------------------------------|-----------------|-----------------|-----------------|
| Impervious Surface Coverage | 33 % (max.) | 15 % | ±16.4 % |

Corner Lot, Nonconformities

Staff notes that the shortest of the two property lines abutting public streets is the north property line. Consequently, the south property line is the rear lot line and the east property line is an interior side. The home (and likely the fallout shelter) was constructed prior to the application of modern zoning regulations and it is legally nonconforming.

Variance Criteria:

Section 1201.05 Subd. 3. a. of the zoning regulations sets forth criteria for the consideration of variance requests. Staff reviewed the request according to these criteria, as follows:

1. *Intent of comprehensive plan and zoning ordinance:* The applicants would continue to use the property for residential purposes and propose no use on the site that would be inconsistent with either the intent of the residential land use classification or the district's allowed uses. The intent of the minimum setback restrictions are to keep built structures toward the middle of the lot and provide greater open space at the edges nearer to adjacent properties.
2. *Practical difficulties:* Practical difficulties include three factors, all three of which must be met. Staff finds that the practical difficulties for the property are related to the construction of the home corner lot prior to the application of modern setbacks, which left more space on the north side of the property within greater view of the public and less in the more secluded south side of the property.
 - a. *Reasonable:* Construction of an accessory building is a reasonable use of the property.
 - b. *Self-Created:* Although the location of the house further south on the lot than would be permitted under modern requirements was not self-created, the applicants' practical difficulties list as the need to alter the dogs exercise area for a conforming location is self-created. The applicant has shown two conforming locations for the shed, and the shed location within the dog exercise area would also provide the more secluded location the applicant seeks.
 - c. *Essential Character:* The homes in the area were constructed at different times and vary widely. Staff notes that the home has a gabled roof, not a gambrel roof as proposed on the shed with vertical siding. Consequently, staff conclude the accessory structure is not designed to be similar and consistent with home as required by the zoning regulations. If redesigned with a gable roof instead of a gambrel roof and uses horizontal lap siding and a color similar to the home, the proposed accessory structure is unlikely to impact the essential character of the locality no matter the location.
3. *Economic Considerations:* The applicants have not proposed the variance not solely based on economic considerations, but to create an accessory building that meets their family's needs.
4. *Impact on Area:* The accessory building would not impact an adequate supply of light and air to any adjacent property as it is a standard height. Nor would the structure increase congestion on the public streets or increase fire danger or public safety.
5. *Impact to public welfare and other improvements:* The building is proposed closer to an interior side property line than is permitted for any other type of accessory structure other than fences or retaining walls. Staff finds that three feet is too close to the property line to correct any potential drainage issues that may develop from the shed or on the property in the future. Staff recommends a minimum of 10 feet to any property line. For this reason, approval of the reduced setback variance could damage other lands or improvement in the neighborhood.
6. *Minimum to alleviate difficulty:* Although the location proposed may blend well into the neighborhood, staff acknowledges the request is not the minimum necessary to alleviate the practical difficulty as the property owners could locate the building on the property in conforming locations elsewhere on the property.

RECOMMENDATION

Staff notes that the applicant has not met all the standards required for variances, including the standards for practical difficulty. As a result, staff recommends denial. That stated, the location proposed, if a

minimum of 10 feet from each property line and designed appropriately, would be unlikely to cause harm to the surrounding community. The variance criteria are open to interpretation. Consequently, the Planning Commission could reasonably find otherwise.

Should the Planning Commission recommend approval of the requests, staff recommends that the applicants be required to acquire all necessary permits prior to construction, revise the roof design to a gable roof, paint the shed the same color as the home, use horizontal lap siding instead of vertical and move the shed at least 10 feet from property lines.

ATTACHMENTS

Location map

Additional photos of the lot

Applicants' narrative, photos and plans

Location Map – 5925 Eureka Road





Photo taken from
Eureka Road
looking into the
applicant's yard

The photo to the right was
taken looking at the subject
property from Mann Lane.

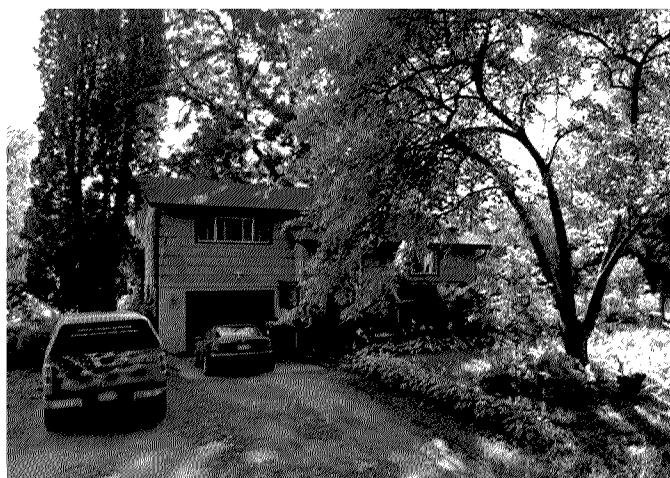
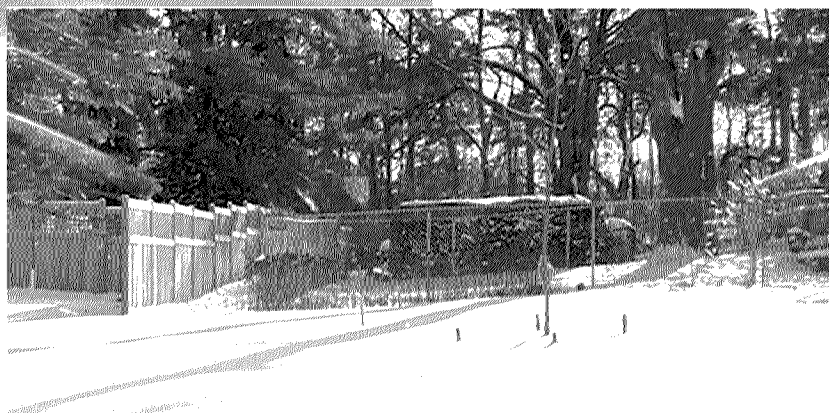
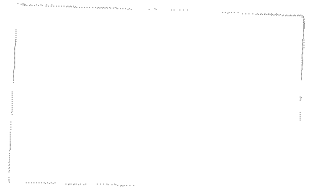


Photo of the front of the applicant's
home (from Google Maps)

Gene German
Sara Lassila
5925 Eureka Road
Shorewood, MN 55331



October 25, 2022

City of Shorewood
8755 Country Club Road,
Shorewood, MN 55331

RE: Variance request for a Residential Shed

It is our desire to place a 16 x 20 foot residential storage shed on our property.

Our request is consistent with the intent of Shorewood's comprehensive plan and is in harmony with the general purposes and intent of the zoning regulations. The requested variance does not disrupt the topography, soil, sewer or any other underground utilities. The reinforced 5 inch cement pad for the shed will be well above the water table and the potential for frost heave. The cement pad will be professionally installed by a cement contractor.

The storage shed will be delivered fully constructed and placed on the cement pad using a mule.

There are however, several practical and physical difficulties in complying with this Chapter.

- According to discussions with the city, although our house physically faces Eureka Road, because our property distance on Mann Lane is shorter than Eureka Road, the rear of our property is actually our south property line which has a 50 foot setback. The north property line runs along Mann Lane and also has a 50 foot setback. The east property line runs along our neighbor's property and has a 10 foot setback.
- Within the current buildable setback area of our property, we have a chain linked fenced area of approximately 47 feet deep by 37 feet wide by 47 feet deep for our four dogs. There is also a mature black walnut tree in this area of the property.

Without a variance, we have two options to comply within the Chapters setbacks for placement of the storage shed. I will call the first option, Option 1 which would place the shed in the middle of the chain linked dog yard (see "Option 1" map). This is not a practical location because of the mature walnut tree in the yard, the roughly 4 foot slope in the grade and potential erosion and water damage of the shed, the loss of the exercise area that we need for our four dogs, and limited gate access through the chain linked fence to our remaining property. This location potentially places the shed and cement pad over our sewer line. For installation, the chain linked fence and one or more posts would need to be removed and reinstalled to allow the storage shed room to be placed inside of the fenced yard.

Our second option, Option 2, is to place the shed 50 from feet from the north property line (Mann Lane side) and within the 27 available feet outside of the chain link fence (see "Option 2" map). This location would place the shed in a prominent open position in our yard and prominently within 10 feet of our adjacent neighbor's front yard to the east and beyond the benefit of their wooden privacy fence. This would look very out of place for both our property and theirs. This location is neither remote or

Gene German
Sara Lassila
5925 Eureka Road
Shorewood, MN 55331

Page 2

secluded, and also places the shed and cement pad over our sewer line which runs out to Mann Lane.

The physical characteristics of our property and the Chapters setback requirements make it unreasonable to place the shed within the current setback requirements (Options 1 and 2).

We are requesting a Variance to locate the shed 3 feet from our south property line and 3 feet from our east property line near the south east corner of our property (see "Option 3" map). This location is the most remote and secluded location and would have the least impairment to the neighborhood. The setback along the east side of our property where the wooden 75 inch tall privacy fence is situated should not pose an issue because the rear of the shed would face the wooden privacy fence, while allowing access to the front of the shed from the west. The actual distance from the surveyors' corner marker of our property to the fence is 4 feet, 4 inches. If a 3 foot setback is approved, the shed would physically be 7 feet away from the fence. This area has a gradual slope in the grade and placing the storage shed here would not cause erosion to our property or to the adjacent properties or water damage to the storage shed.

Our neighbor has neglected to maintain his wooden fence on the side that faces the property of other homes since its installation and his yard. He has not controlled the weeds that climb on our side of the fence or mowed his grass. He has left those duties to his neighbors. There is one low limb on a pine tree which hangs over the wooden fence into our yard that will need to be trimmed.

Placing the shed if approved, in the southeast corner of the property would not alter the essential character of the property or the surrounding neighborhood.

We do not expect the cost of the project to either increase or decrease and economic considerations are not a factor in our request for a variance.

Our proposed location for the storage shed will not impact air movement or light to either of the adjacent properties. There are no driveways or public road access to this area. The storage shed will be of commercial construction and be in compliance with building codes to minimize the danger of fire or risk to public safety. The design and construction specifications from the manufacturer are attached for your information.

Ideally, we believe that locating the storage shed in an isolated area of our property will preserve the use and enjoyment of our neighbor's property to the east and south while being accessible and convenient for our storage use. Locating the storage shed in a more remote location and more out of sight will also preserve the appearance of the neighborhood and provide a greater measure of safety for our property stored in the shed.

The area to the south of our yard is an open yard with no obstacles. The property owner has removed the compost pile and stated to me that he has no objection to a 3 foot setback.


Gene German
Sara Lassila
5925 Eureka Road
Shorewood, MN 55331

Page 3

There are no underground utilities in the vicinity of this location. This setback would allow an adequate distance between the cement fallout shelter on our property (CONCRETE on the survey map) and the storage shed for access around the storage shed to the remaining yard.

For these reasons, we would appreciate your approval for a variance as requested.

Thank you,


Gene German


Sara Lassila

Attachments:

- Survey of 5925 Eureka Road
- Three copies of a survey of 5925 Eureka Road with set-backs marked and shed locations
- Zoning Application for a Variance
- Shed plans
- Check for \$400.00

① - WOODPILE IS MOVED TO THE SOUTH SIDE OF
THE CHAN LIMITED FENCE

② - THE AREA IS CLEANED UP AND OPEN SPACE NOW.

RECEIVED

OCT 20 2022

CITY OF SHOREWOOD



Marie Darling

From: Josh Hukriede <jthukriede@hotmail.com>
Sent: Sunday, December 4, 2022 9:01 PM
To: Planning
Subject: Fw: german and lassila variance request
Attachments: 12-06-2022 Planning Comm Agenda Packet.pdf

Attn: Planning Commission

We, the owners at 25425 Mann Lane are writing in regards to the request for a zoning variance by Gene German and Sara Lassila, which borders our property on the west. After reading their proposal with various requested locations for a shed on their property we agree that their preferred choice of the South East corner is the most secluded spot. Their neighbors to the south have a shed in the same location on their property and it would border our fence line which we have no problems with. We would be happy to trim the branch hanging over the fence if needed for construction as well.

Sincerely,
Carrie Rutstein
Josh Hukriede

From: Marie Darling <MDarling@ci.shorewood.mn.us>
Sent: Friday, December 2, 2022 10:04 AM
To: jthukriede@hotmail.com <jthukriede@hotmail.com>
Subject: german and lassila variance request

Fyi.

Marie Darling AICP

Planning Director

952-960-7912

mdarling@ci.shorewood.mn.us

*City of Shorewood
5755 Country Club Road
Shorewood, MN 55331*

MN Data Practices Notification: Pursuant to MN Data Practices Chapter 13 all government data including email communications is presumed to be public unless there is a specific state statute, federal law, or temporary classification that classifies it otherwise.

RESOLUTION 23-014

CITY OF SHOREWOOD COUNTY OF HENNEPIN STATE OF MINNESOTA

A RESOLUTION APPROVING A VARIANCE TO THE REAR YARD SETBACK FOR PROPERTY LOCATED AT 5925 EUREKA ROAD

WHEREAS, Gene German and Sara Lassila, (the “Applicant”) propose to install a 16-foot by 20-foot accessory building on property legally described as:

The north 156.75 feet of the west 137.00 feet of that part of Lot 76, Auditor’s Subdivision No. 133, according to the recorded plat thereof, Hennepin County, Minnesota, lying north of the north line of Lots 14 and 15 Meakers Outlots to Excelsior, according to the recorded plat thereof in said County; (the “Subject Property”) and,

WHEREAS, the Applicant has applied for a variance to allow an addition to be 3 feet from the rear property line where 50 feet is required; and

WHEREAS, the Applicant’s request was reviewed by the planning staff, whose recommendation is included in a memorandum for the December 6, 2022 and January 17, 2023 Planning Commission meeting, a copy of which is on file at City Hall; and

WHEREAS, the Planning Commission held public meetings on December 6, 2022 and January 17, 2023 to review the application, the minutes of the meetings are on file at City Hall; and

WHEREAS, the City Council considered the application at its regular meeting on January 23, 2023, at which time the planning staff memorandum and the Planning Commission’s recommendations were reviewed and comments were heard by the City Council from the Applicant, staff and public.

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

FINDINGS OF FACT

1. The subject property is located in the R-1A zoning district, which requires all buildings to be set back 50 feet from the rear property lines.
2. The existing home was constructed in 1956, prior to modern zoning regulations.
3. The existing property is on a corner lot which requires a 50-foot setback from north, west and south property lines.
4. The property was created prior to modern zoning and has about 21,500 square feet of area in a zoning district that requires 40,000 square feet.
5. Section 1201.05 of the zoning regulations provides that the purpose of a variance is to allow a process to deviate from the strict provision of the zoning regulations when there are practical difficulties, and the action is the minimum to alleviate the practical difficulties.

6. Section 1201.05 of the zoning regulations provides that in making the above determination, the City may consider the circumstances unique to the property and not created by the landowner.

7. Section 1201.05 of the zoning regulations provides that the variance request shall be the minimum action necessary to alleviate the practical difficulties.

8. The Applicant's proposal is identified on the application materials and plans submitted on October 20, 25, and 26, 2022, December 27, 2022 (the "Plans").

CONCLUSIONS

A. Based upon the foregoing, and the records referenced herein, the City Council hereby approves the Applicant's request to construct an accessory building closer to the rear property line, based on the Plans.

B. The City Council finds that the applicant's original request for a three-foot setback may be inadequate to resolve any impacts to the surrounding area, but 10 feet would provide additional area to overcome any future issues that may result from the shed's construction.

C. The City Council specifically finds that approving a variance to allow an accessory structure at 10 feet from the rear property line is consistent with the variance criteria listed in the zoning ordinance as it specifically demonstrates practical difficulties based on the location of the property as a corner lot and approximately half the size required by modern zoning. As a result, allowing a shed at 10 feet from the property line would be the minimum action to alleviate the practical difficulties. Additionally, that the improvements proposed would not inappropriately impact the area, public welfare or other lands/improvements in the area.

D. The variance approval shall be subject to the following conditions:

1. Prior to beginning any construction on the Property, the applicant shall acquire all necessary permits.
2. Prior to issuance of the building permit, the applicant shall submit the following:
 - a. A revised survey/site plan indicating the shed a minimum of 10 feet from the side and rear property line.
 - b. A revised shed permit showing horizontal lap siding instead of vertical.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA
this 23rd day of January, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

**RESOLUTION NO. 23-015
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**A RESOLUTION DENYING A REQUEST FOR A VARIANCE TO SIDE-YARD
SETBACKS FOR PROPERTY LOCATED AT 5925 EUREKA ROAD**

WHEREAS, Gene German and Sara Lassila, (the “Applicant”) are the owners of real property, legally described as:

The north 156.75 feet of the west 137.00 feet of that part of Lot 76, Auditor’s Subdivision No. 133, according to the recorded plat thereof, Hennepin County, Minnesota, lying north of the north line of Lots 14 and 15 Meakers Outlots to Excelsior, according to the recorded plat thereof in said County; (the “Subject Property”) and

WHEREAS, the Applicant has applied for variances to allow an accessory building to be constructed three feet from side and rear property lines where 10 and 50 feet are required; and

WHEREAS, the Applicant's request was reviewed by the planning staff, whose recommendation is included in a memorandum for the December 6, 2022 and January 17, 2023 Planning Commission meeting, a copy of which is on file at City Hall; and

WHEREAS, the Planning Commission held public meetings on December 6, 2022 and January 17, 2023 to review the application, the minutes of the meetings are on file at City Hall; and

WHEREAS, the City Council considered the application at its regular meeting on January 23, 2023, at which time the planning staff memorandum and the Planning Commission’s recommendations were reviewed and comments were heard by the City Council from the Applicant, staff and public.

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

FINDINGS OF FACT

1. The subject property is located in the R-1A zoning district, which allows all buildings to be no closer than 10 feet from side property lines and 50 feet to rear property lines.
2. Section 1201.05 of the zoning regulations provides that the purpose of a variance is to allow a process to deviate from the strict provision of the zoning regulations when there are practical difficulties.
3. Section 1201.05 of the zoning regulations provides that in making the above determination, the City may consider the circumstances unique to the property and not created by the landowner.
4. Section 1201.05 of the zoning regulations provides that in making the above determination, the City may consider if the variance has impact on the essential character of the locality or injurious to other land or improvements in the neighborhood.
5. Section 1201.05 of the zoning regulations provides that the variance request shall be the minimum action necessary to alleviate the practical difficulties.

CONCLUSIONS

A. The City Council finds that the applicant's original request for a three-foot setback may be inadequate to resolve any impacts to the surrounding area, but 10 feet would provide additional area to overcome any future issues that may result from the shed's construction.

B. Based upon the foregoing, and the records referenced herein, the City Council hereby concludes that the Applicant's proposal for a variance is in conflict with the criteria for a variance listed in Item 3 and 4 under Findings (above) and hereby denies the application as the applicant has not shown that there is a practical difficulty that the applicant could not overcome or any unique circumstances related to the side-yard setback.

C. The City Council further concludes the Applicant's proposal conflicts with Item 4 under Findings (above) and hereby denies the application because the request could impact the essential character of the locality or could be injurious to other land or improvements in the neighborhood due to the close proximity to the side property line.

D. The City Council further concludes that the Applicant's proposal conflicts with Item 5 under Findings (above) and hereby denies the application because without a finding that there are practical difficulties, the request is not the minimum action to alleviate the circumstance.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA this 23rd day of January, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

#6C

MEETING TYPE
Regular Meeting

Title / Subject: Variance to rear setback for a 2nd story addition
Location: 22430 Murray Street
Applicant: Clayton Tessness

Meeting Date: January 23, 2023

Prepared by: Marie Darling, Planning Director

Review Deadline: April 20, 2023

Attachments: Planning Memorandum from the 1/17/2023 Meeting Resolution

Background: See attached planning memorandum for detailed background on this request. At their January 17, 2023 meeting, the Planning Commission unanimously recommended approval of the rear-yard variance, subject to the conditions in the attached resolutions.

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

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

Recommendation / Action Requested: Staff and the Planning Commission recommend approval of the rear-yard variance, subject to the conditions in the attached resolution.

Proposed motion: Move to adopt the attached resolution approving a rear yard setback variance for Clayton Tessness for property located at 22430 Murray Street, as recommended by the Planning Commission.

Any action on this request would require a majority of Councilmembers.

Next Steps and Timelines: If the item is approved, the applicant would submit the information as required in the attached resolution with a building permit request.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*



CITY OF SHOREWOOD

5755 Country Club Road • Shorewood, Minnesota 55331 • 952-960-7900
www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

MEMORANDUM

TO: Planning Commission

FROM: Marie Darling, Planning Director

MEETING DATE: January 17, 2023

APPLICANT: Clayton Tessness

LOCATION: 22430 Murray Street

COMPREHENSIVE PLAN: Low Density Residential

ZONING: R-1C/S

REVIEW DEADLINE: April 20, 2023

REQUEST

The applicant proposes to add a second story over the garage for a master bedroom suite. The garage is currently 37.8 feet from the rear property line where 40 feet is required. Because the home is nonconforming to the rear yard setback, adding a second story would increase the nonconforming. As a result, a variance would be required before the project could proceed.

Notice of this application was mailed to all property owners within 500 feet of the property at least 10 days prior to the meeting.



BACKGROUND

Context: The property is currently developed with a single-family home and attached garage. The home was constructed in 1978 with a survey that included a hand-drawn home. The survey showed a dimension of 40 feet from the rear property line although the setback when the home was constructed was 50 feet. The city has no formal record (building permits, etc.) of any home on the site prior to 1978, but a topography map from 1967 does indicate a home in roughly the same location.

The property was originally part of a plat recorded in 1924 and was further subdivided prior to modern record keeping. The property contains mature trees but is not subject to the tree preservation policy.

The adjacent private properties are all developed with single family homes. The property is located within the Shoreland Overlay district for Galpin Lake. There is no record of wetland on the property, nor is it located within a floodplain overlay district.

Staff note a shed is shown on the attached survey that does not meet setbacks and crosses a property line.

Applicable Code Sections:

Subd. 1201.03 Subd. 1 i. states that lawful nonconforming, single-family residential units may be expanded without variance, subject to the following:

- The expansion cannot increase the nonconformity and complies with the height and setback requirements of the district in which it is located.
- The expansion can't exceed a floor area/lot area ratio of 30 percent
- The expansion can't adversely affect the aesthetics or character of the adjacent property
- The expansion shall take into consideration the protection of light and air to the adjacent property
- The city may enlarge the opposite required yard space by an equivalent amount on the opposite side

The applicant's proposal to add a second story to their home does not qualify for the above exclusion, as the proposed home includes a new second story area that does not meet the setback.

Section 1201.12 Subd. 5 (R-1C zoning district) requires a minimum of 40 feet from the rear property line.

ANALYSIS

On the attached plans, the applicant has requested a variance to allow an additional bedroom to be constructed above the attached garage. The main floor of the home is not proposed to be expanded.

Impervious Surface Coverage:

The property owner would be under the required amount of impervious surface coverage with the proposed

reconstruction. The table contains the impervious surface coverage according to the survey.

| Existing | Proposed | Max Allowed |
|----------|----------|-------------|
| 24.1 % | 24.1 % | 25 % |

Variance Criteria:

Section 1201.05 Subd. 3. a. of the zoning regulations sets forth criteria for the consideration of variance requests. Staff reviewed the request according to these criteria, as follows:

1. *Intent of comprehensive plan and zoning ordinance:* The property owner would continue to use the property for residential purposes and proposes no use on the site that would be inconsistent with either the intent of the residential land use classification or the district's allowed uses.
2. *Practical difficulties:* Practical difficulties include three factors, all three of which must be met. Staff finds that the practical difficulties for the property are related to the original construction of the home in a location that is not consistent with modern zoning.

a. *Reasonable:* Expansion of the home with a master bedroom suite is a reasonable use of the property.

b. *Self-Created:* The property owners did not construct the home too close to the north property line. That element of practical difficulty was created by a previous homeowner. However, the property owners do have an option to consolidate the two properties they own into one parcel. This would eliminate the lot line and negate the need for a variance. The two parcels owned by the same property owner are outlined in red in the photo to the right.



c. *Essential Character:* The homes in the area were constructed at different times and at this end of Murray Street not consistently set back from Murray Street. As the home is setback from the front property line by about 90 feet, the second story would not be noticeable or inconsistent with the neighborhood. Additionally, the property to the north is a vacant property owned by the same property owners.

3. *Economic Considerations:* The applicants have not proposed the variance based on economic considerations, but to create a home that meets their family's needs.
4. *Impact on Area:* The property owners are not proposing anything that would increase the risk of fire or endanger public safety or increase the impact on adjacent streets.
5. *Impact to public welfare and other improvements:* The applicants' proposal is unlikely to impact or impair adjacent property values or the public welfare.
6. *Minimum to alleviate difficulty:* The request for a variance is reasonable and as the addition would not extend beyond the existing footprint of the home, which could be found to be the minimum request necessary to alleviate the difficulty. However, staff notes that combining the two parcels together would remove the lot line between the two parcels owned by the property owner would negate the need for a variance.

RECOMMENDATION:

Based upon the preceding analysis, staff conclude the request is consistent with the criteria for granting variances and recommend approval. Staff further recommends the following conditions be included into the recommendation forwarded to the City Council.

- No work may be completed without approval of the applicable permits.
- The shed noted on the survey must be relocated to a conforming location (with a zoning permit) on the property prior to the final inspection for the home addition.

- Prior to the issuance of a building permit, the applicant shall submit a construction management plan addressing parking for contractors/subs, delivery of goods, hours of construction, trash management, etc.

ATTACHMENTS:

Location Map

Applicants Narrative and Plans

To whom it may concern:

We are requesting a variance for the property at 22430 Murray Street. The variance would be for the rear yard setback from 40 feet to 37.6 feet. We are adding an addition above the garage and not changing any of the pre-existing conditions pertinent to a setback. The variance, and its resulting construction and use is consistent with the intent of the comprehensive plan and in harmony with the general purposes and the intent of the zoning regulations.

The pre-existing conditions where the house was built on the lot caused the practical difficulties in complying with this chapter. The property owners propose to use the property in a reasonable manner which are in line with the comprehensive plan. The plight of the homeowner is not due to circumstances unique to the property not created by the landowner being that the home was built before this ordinance was in effect. The variance, if approved, would not alter the essential character of the locality. Being that it will continue being a residential single family dwelling.

The variance would not be based exclusively on economic considerations. The variance shall not impair an adequate supply of light and air to adjacent property, unreasonably increase the congestion in the public street or increase the danger of fire or endanger the public safety.

Certificate of Survey for: CLAYTON TESSNESS

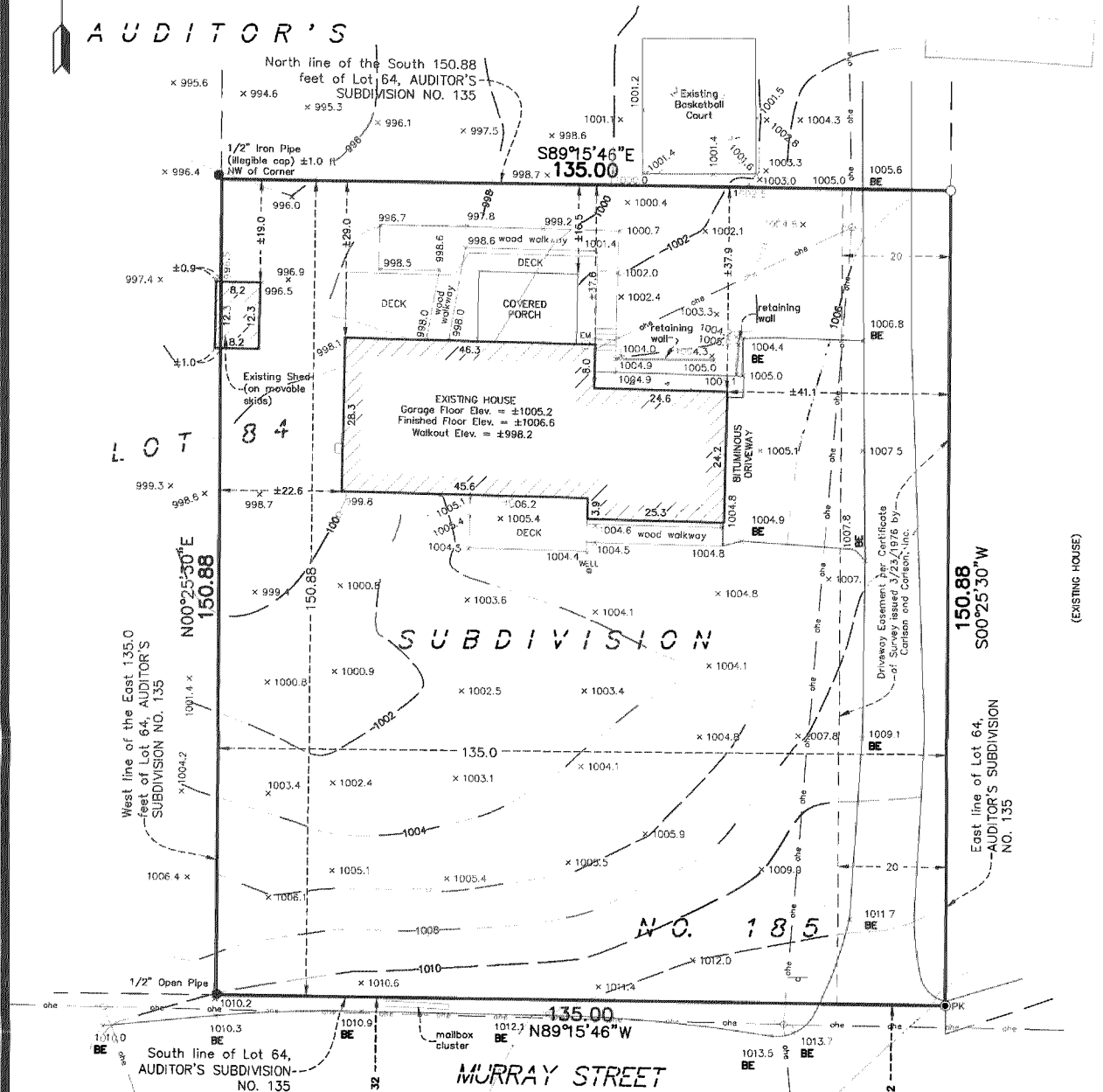
House Address:
22430 Murray Street, Shorewood, MN

Revisions:

| | |
|---|--|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |



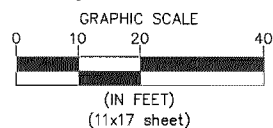
AUDITOR'S



- Denotes Found Monument, as Noted
- Denotes 5/8 inch by 14 inch rebar, marked with RLS 51676 unless otherwise noted
- PK Denotes Set PK Nail

- Denotes Concrete Surface
- Denotes Bituminous Surface

Bearings shown are assumed



- Denotes Existing Contour
- PP Denotes Utility Pole
- EM Denotes Existing Electric Meter
- x 000.0 Denotes Existing Elevation
- Denotes Direction of Drainage
- Denotes Drainage & Utility Easement (per recorded plat)
- Denotes Iron Monument

| | |
|------------------------------|----------------|
| Total Lot Area | ±20,369 sq.ft. |
| House and Covered Porch Area | ±2,150 sq.ft. |
| Driveway Area | ±2,582 sq.ft. |
| Sidewalk Area | ±86 sq.ft. |
| Shed Area | ±89 sq.ft. |
| Total Impervious | ±4,907 sq.ft. |
| Total Impervious Coverage | ±24.1% |

PARCEL DESCRIPTION: (Per Certificate of Survey dated 3/23/1976, prepared by Carlson & Carlson, Inc.)

The South 150.88 feet of the East 135.0 feet of Lot 84, AUDITOR'S SUBDIVISION NO. 135, Hennepin County, Minnesota. Subject to an easement for driveway purposes over the East 20 feet thereof.

2564 10415.001

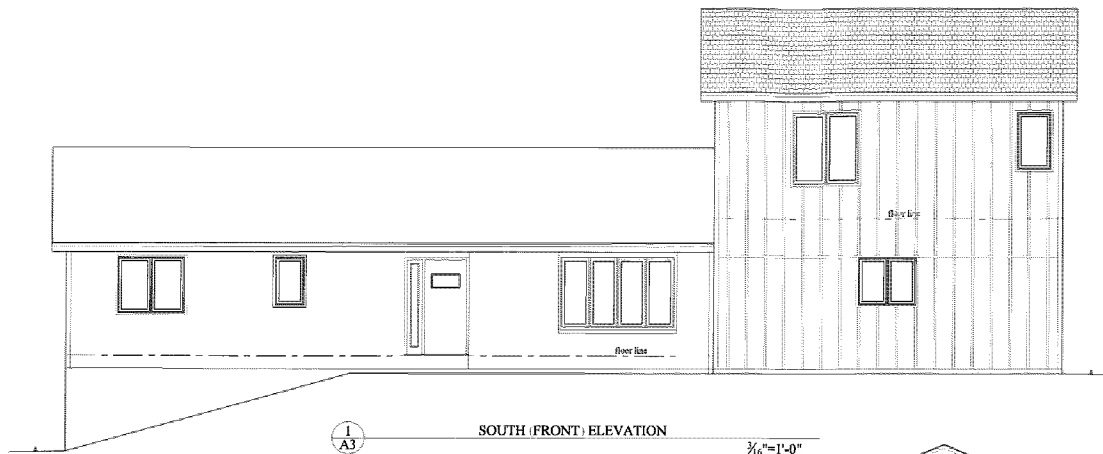


3890 PHEASANT RIDGE DRIVE NE, SUITE 100, BLAINE, MN 55449
TEL 763.489.7900 \ FAX 763.489.7959 \ CARLSONMCCAIN.COM

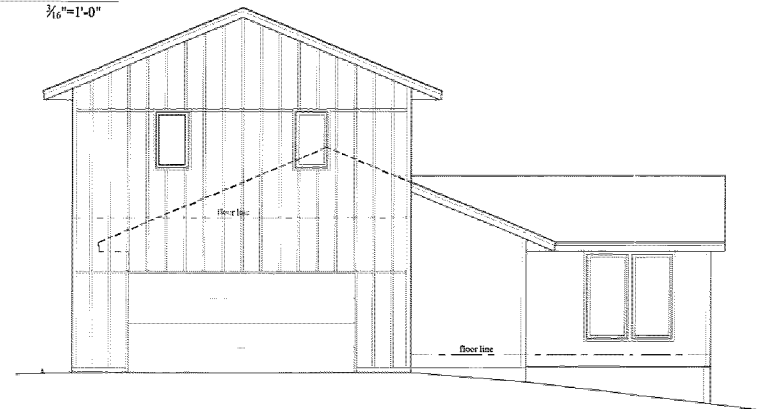
I hereby certify to Clayton Tessness that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.
Dated this 6th day of December, 2022.

Signed: Carlson McCain, Inc.

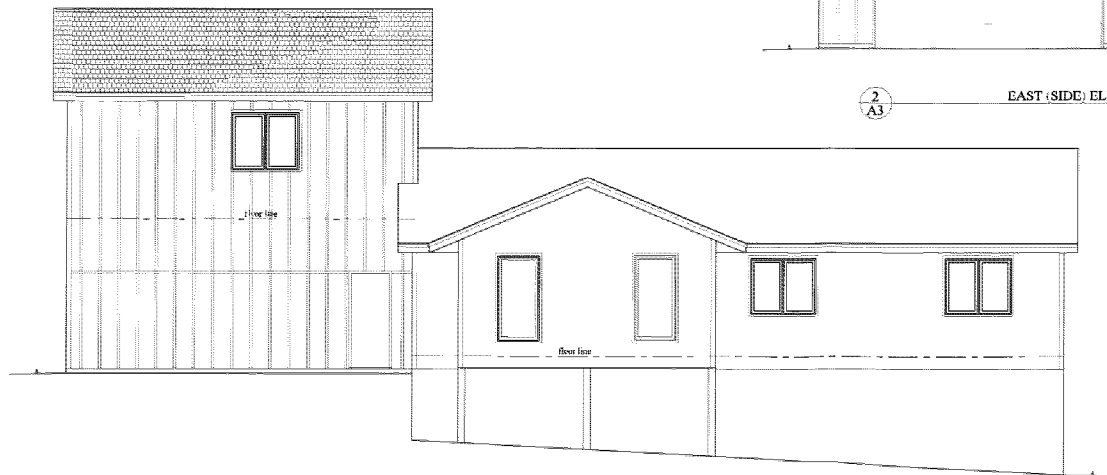
By: *Peter J. Blomquist*
Thomas R. Balluff, L.S. Reg. No. 40361
Peter J. Blomquist, L.S. Reg. No. 51676



$\frac{3}{16}"=1'-0"$



$\frac{3}{16}"=1'-0"$



$\frac{3}{16}"=1'-0"$

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design and drafting services
Gene Klatt
ph: (612) 986-2352 e-mail: klattg1@gmail.com

Second Floor Addition

22430 Murry Street
Excelsior, Mn. 55331

sheet
A3

Date: 10-6-22

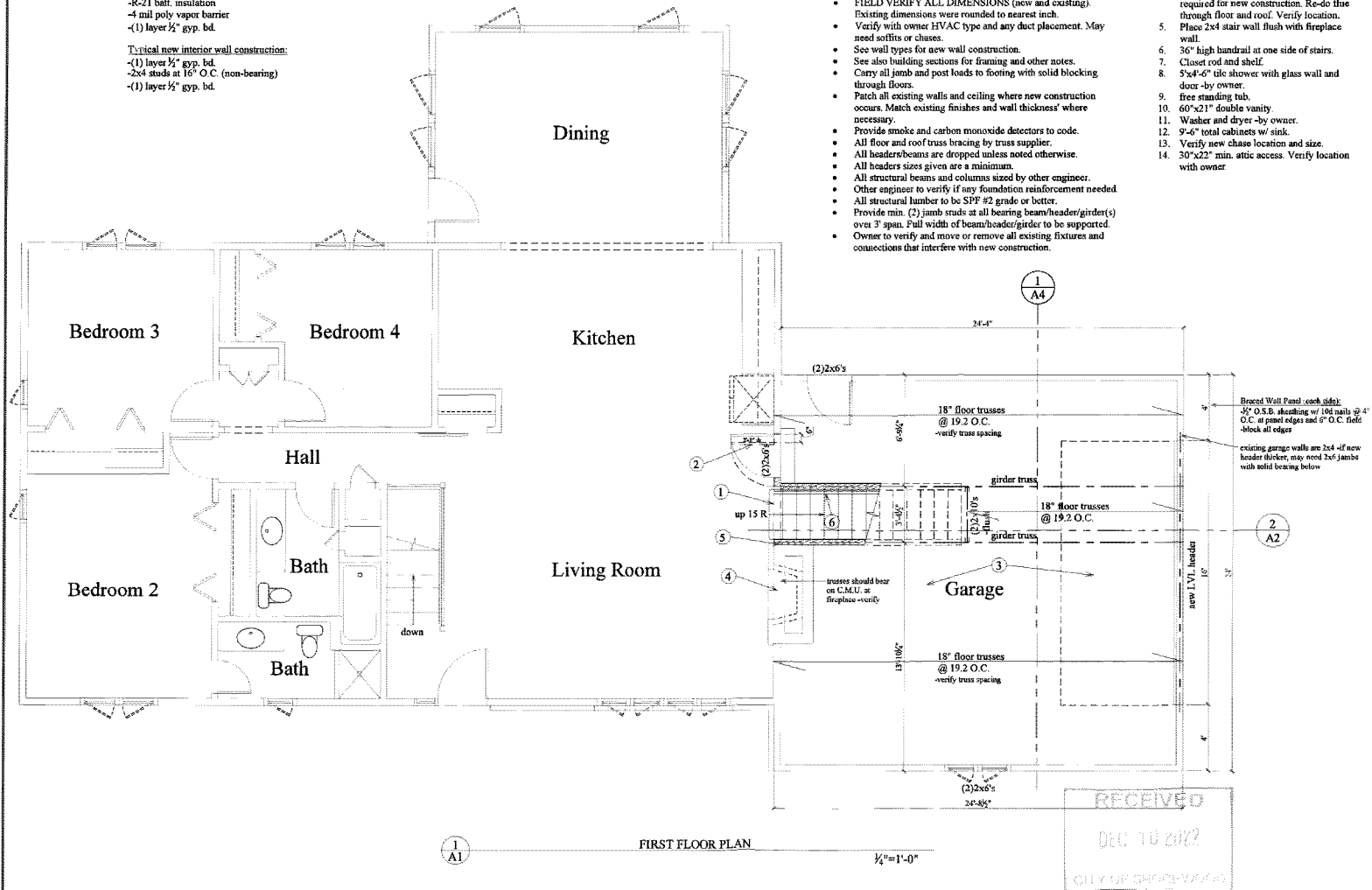
WALL TYPES:

Typical new exterior wall construction:

- siding (match existing)
- house wrap
- $\frac{1}{2}$ " O.S.B. sheathing
- 2x6 studs @ 16" O.C.
- R-21 batt. insulation
- 4 mil poly vapor barrier
- (1) layer $\frac{1}{2}$ " gyp. bd.

Typical new interior wall construction:

- (1) layer $\frac{1}{2}$ " gyp. bd.
- 2x4 studs at 16" O.C. (non-bearing)
- (1) layer $\frac{1}{2}$ " gyp. bd.

**Floor Plan General Notes:**

- Verify all final window and door sizes and types with owner.
- All bath cabinets and fixtures by owner.
- All interior and exterior finishes by owner.
- All dimensions are from the face of exterior walls and to the center of interior walls, windows and doors.
- FIELD VERIFY ALL DIMENSIONS (new and existing). Existing dimensions were rounded to nearest inch.
- Verify with owner HVAC type and any duct placement. May need soffits or chases.
- See wall types for new wall construction.
- See also building sections for framing and other notes.
- Carry all jamb and post loads to footing with solid blocking through floors.
- Patch all existing walls and ceiling where new construction occurs. Match existing finishes and wall thickness where necessary.
- Provide smoke and carbon monoxide detectors to code.
- All floor and roof truss bracing by truss supplier.
- All headers/beams are dropped unless noted otherwise.
- All headers sizes given are a minimum.
- All structural beams and columns sized by other engineer.
- Other engineer to verify if any foundation reinforcement needed.
- All structural lumber to be SPF #2 grade or better.
- Provide min. (2) jamb studs at all bearing beam/header/girder(s) over 3' span. Full width of beam/header/girder to be supported.
- Owner to verify and move or remove all existing fixtures and connections that interfere with new construction.

Floor Plan Numbered Notes:

1. Remove wall as required for new staircase.
2. Move existing door over as required for new stair opening.
3. Entire existing garage roof to be removed.
4. Remove existing chimney above ceiling as required for new construction. Re-do flue through floor and roof. Verify location.
5. Place 2x4 stair wall flush with fireplace wall.
6. 36" high handrail at one side of stairs.
7. Closet rod and shelf.
8. 5'x4'-6" tile shower with glass wall and door -by owner.
9. free standing tub.
10. 60"x21" double vanity.
11. Washer and dryer -by owner.
12. 9'-6" total cabinets w/ sink.
13. Verify new chase location and size.
14. 30"x22" min. attic access. Verify location with owner.



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Gene Klatt
ph: (612) 986-2552 e-mail: klattg@ghd.com

Second Floor Addition

22430 Murry Street
Excelsior, Mn. 55331

sheet
A1

Date: 10-6-22

WALL TYPES:

Typical new exterior wall construction

-siding (match existing)

-house wrap

- $\frac{1}{2}$ " O.S.B. sheathing

-2x6 studs @ 16" O.C.

-R-21 batt insulation

-4 mil poly vapor barrier

-(1) layer $\frac{1}{2}$ " gyp. bd.

Typical new interior wall construction:

-(1) layer $\frac{1}{2}$ " gyp. bd.

-2x4 studs at 16" O.C. (non-bearing)

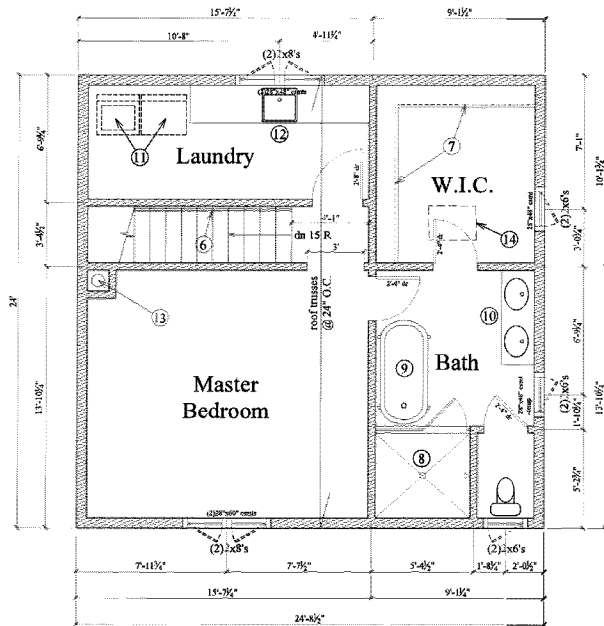
-(1) layer $\frac{1}{2}$ " gyp. bd.

Floor Plan General Notes:

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- All bath cabinets and fixtures by owner.
- All interior and exterior finishes by owner.
- All dimensions are from the face of exterior walls and to the center of interior walls, windows and doors.
- FIELD VERIFY ALL DIMENSIONS (new and existing).
- Existing dimensions were rounded to nearest inch.
- Verify with owner HVAC type and any duct placement. May need soffits or chases.
- See wall types for new wall construction.
- See also building sections for framing and other notes.
- Carry all jamb and post loads to footing with solid blocking through floors.
- Patch all existing walls and ceiling where new construction occurs. Match existing finishes and wall thickness' where necessary.
- Provide smoke and carbon monoxide detectors to code.
- All floor and roof truss bracing by truss supplier.
- All headers/beams are dropped unless noted otherwise.
- All headers sizes given are a minimum.
- All structural beams and columns sized by other engineer.
- Other engineers to verify if any foundation reinforcement needed.
- All structural lumber to be SPF #2 grade or better.
- Provide min. (2) jamb studs at all bearing beam/header/girder(s) over 3' span. Full width of beam/header/girder to be supported.
- Owner to verify and move or remove all existing fixtures and connections that interfere with new construction.

Floor Plan Numbered Notes:

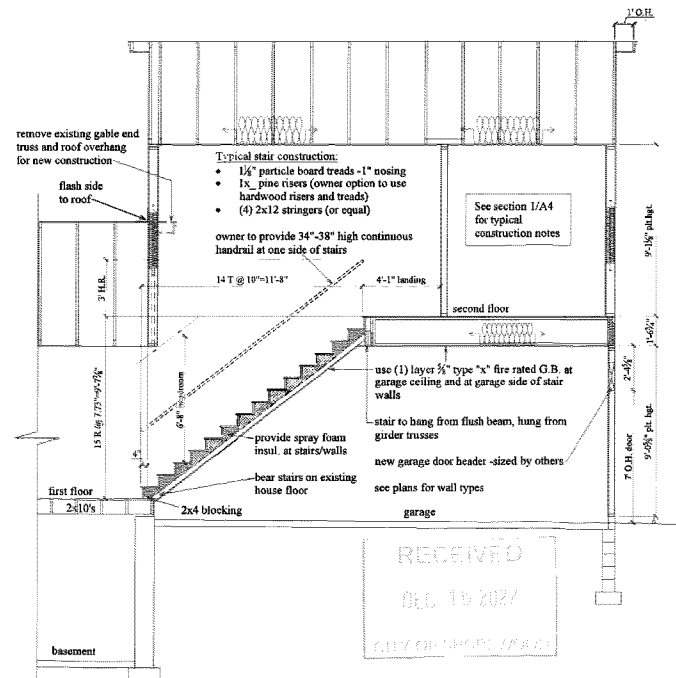
- Remove wall as required for new staircase.
- Move existing door over as required for new stair opening.
- Entire existing garage roof to be removed.
- Remove existing chimney above ceiling as required for new construction. Re-do flue through floor and roof. Verify location.
- Place 2x4 stair wall flush with fireplace wall.
- 36" high handrail at one side of stairs.
- Closet rod and shelf.
- 5'x4'-6" tile shower with glass wall and door - by owner.
- free standing tub.
- 60"x21" double vanity.
- Washer and dryer - by owner.
- 9'-6" total cabinets w/ sink.
- Verify new chase location and size.
- 30"x22" min. attic access. Verify location with owner.



1
A2

SECOND FLOOR PLAN

$\frac{1}{4}"=1'-0"$



2
A2

HOUSE / GARAGE SECTION

$\frac{1}{4}"=1'-0"$



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design and drafting services
Gene Klatt
PH: (612) 986-2262 e-mail: klattg@earthlink.net

Second Floor Addition

22430 Murry Street
Excelsior, Mn. 55331

sheet
A2

Date: 10-6-22

RESOLUTION 2023-016

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

**A RESOLUTION APPROVING A VARIANCE TO REAR YARD SETBACK
ON PROPERTY LOCATED AT 22430 MURRAY STREET**

WHEREAS, Clayton Tessness, (the "Applicant") propose to add a second story addition over an attached garage that is currently 37.8 feet from the rear property line where 40 feet is required on property legally described as:

The south 150.88 feet of the east 135.0 feet of Lot 84, Auditor's Subdivision No. 135, Hennepin County, Minnesota. Subject to an easement for driveway purposes over the east 20 feet thereof. (the "Property")

WHEREAS, the Applicant has applied for a variance to allow the second-story addition over the existing non-conforming attached garage; and

WHEREAS, the Applicant's request was reviewed by the planning staff, whose recommendation is included in a memorandum for the January 17, 2023 Planning Commission meeting, a copy of which is on file at City Hall; and

WHEREAS, the Planning Commission held a public meeting on January 17, 2023 to review the application and take any public testimony offered, the minutes of said meeting are on file at City Hall; and

WHEREAS, the City Council considered the application at its regular meeting on January 23, 2023, at which time the planning staff memorandum and the Planning Commission's recommendations were reviewed and comments were heard by the City Council from the Applicant and staff.

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

FINDINGS OF FACT

1. The subject property is located in the R-1C/S zoning district, which prohibits structures within 40 feet of the rear property line.
2. The addition is proposed to increase the living space of the home by providing a master bedroom suite.
3. Section 1201.05 of the zoning regulations provides that the purpose of a variance is to allow a process to deviate from the strict provision of the zoning regulations when there are practical difficulties, and the action is the minimum to alleviate the practical difficulties.

5. Section 1201.05 of the zoning regulations provides that in making the above determination, the City may consider the circumstances unique to the property and not created by the landowner.

6. The Applicant's proposal is identified on the application materials and plans submitted on December 10, 16, and 21, 2022 (the "Plans").

CONCLUSIONS

A. Based upon the foregoing, and the records referenced herein, the City Council hereby approves the Applicant's request to construct a second story addition that would be 37.8 feet from the property line where 40 feet would otherwise be required based on the Plans.

B. The City Council specifically finds that the Applicant's request for the variance is consistent with the variance criteria listed in the zoning ordinance as it specifically demonstrates practical difficulties based on the existing location of the nonconforming home. Additionally, that the improvements proposed would not inappropriately impact the area, public welfare or other lands/improvements in the area.

C. The variance approval shall be subject to the following conditions:

1. Prior to beginning any construction on the Property, the applicant shall acquire all necessary permits.
2. Prior to issuance of the building permit, the applicant shall submit a construction management plan addressing parking for the contractors/subs, delivery of goods, hours of construction, trash management, etc.
3. Prior to final inspection, the shed shown on the survey shall be relocated to a conforming location.

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

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

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA
this 23rd day of January, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Authorize Preparation of Scoping Study for Eureka Road North City Project 23-01

Meeting Date: Monday, January 23, 2023

Prepared by: Andrew Budde, City Engineer

Reviewed by: Matt Morreim, Director of Public Works

Attachments: Overview Map, Proposal, and Resolution

Background: The Eureka Road North project is included in the Capital Improvement Plan (CIP) for construction in 2025. The preparation of the Scoping Study and preliminary engineering is a first step to better define the scope, costs, and expectations for the residents, staff, and council. The project scope currently includes reclaiming and paving Eureka Road, concrete curb and gutter on one side of the road, a six-foot bituminous trail, and potential retaining walls. The project will also address any concerns with the existing watermain and sanitary systems.

The Scoping Study will include a full topographic survey of the project area, delineation of wetlands, evaluation of soil conditions, review of the existing watermain and sanitary sewer systems. The study will also include preparation of preliminary storm sewer layout and potential ponding, determination of preliminary construction limits from various concepts, identification of preliminary easement needs, updating the project cost estimate, and developing a preliminary project schedule.

Eureka Road is designated as Municipal State Aid Roadway which makes it eligible for using the city's Municipal State Aid (MSA) funds, but also requires it meet certain design requirements and approvals from MnDOT. The use of MSA funds will be evaluated as part of the scoping study.

The addition of a sidewalk/trail along Eureka Road has been shown in the City's Master Trail Plan since 2012 and would provide resident access to Birch Bluff Rd, the Lake Minnetonka Regional Trail, and Smithtown Road. A large amount of feedback was gathered for a similar segment along Birch Bluff Road. Staff will likely provide a similar information process for Eureka Road to help summarize environmental concerns, costs, and easement needs.

Prior to approval of the scoping study the city will hold an informational public meeting to provide information and seek feedback from residents. Then, at a following council meeting, the city could choose to advance the project by accepting the scoping study and authorizing final design.

Financial Considerations: This project has been budgeted for in the Capital Improvement Plan (CIP) in the year 2025 and includes three items from the CIP:

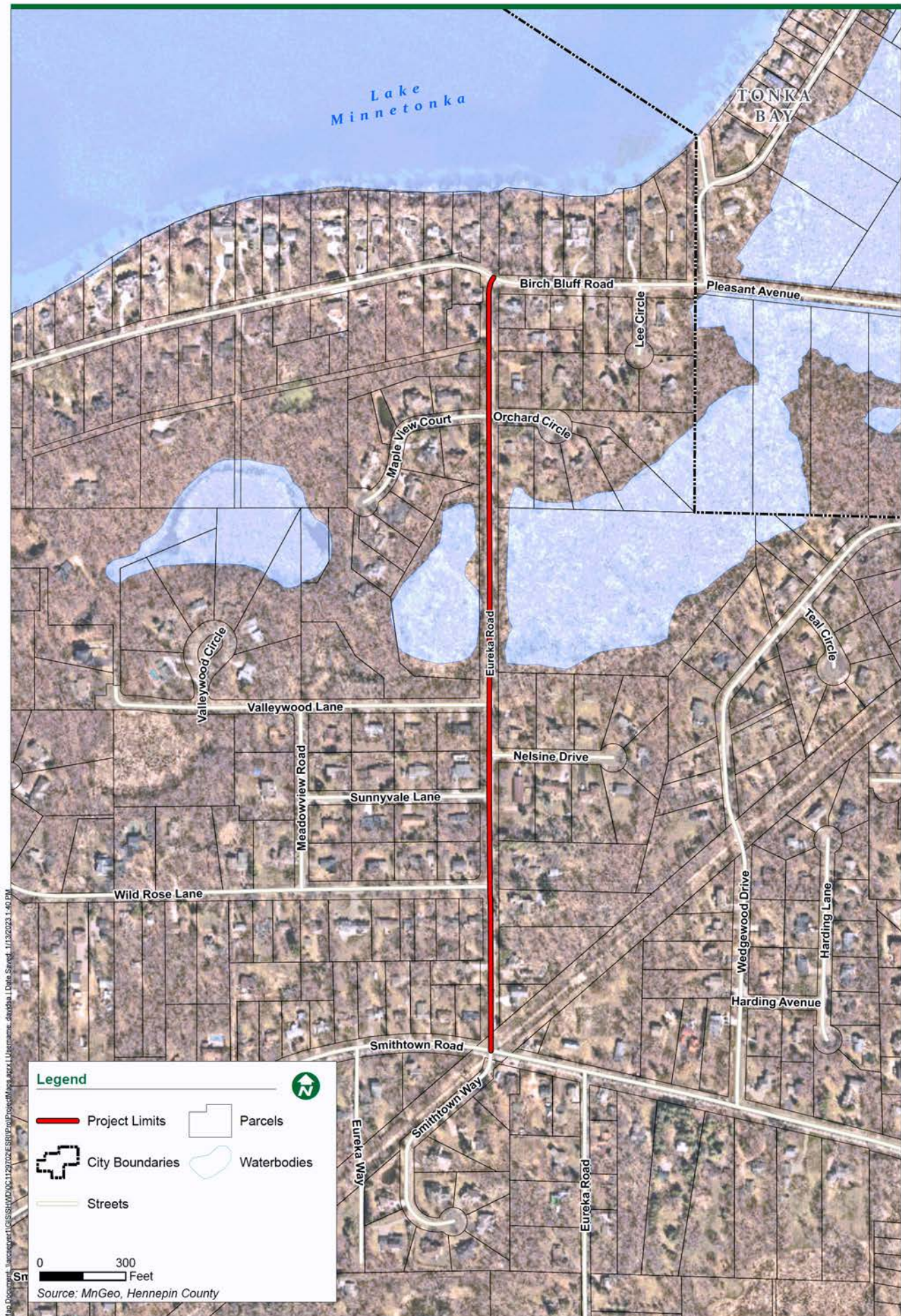
| | |
|------------------------------|-------------|
| 2025 Eureka Road Reclamation | \$1,553,204 |
| 2025 Eureka Road Sanitary | \$139,349 |
| 2025 Eureka Road Storm Sewer | \$328,959 |
| Total Budget | \$2,021,511 |

The above budget amounts include concept construction costs and project development costs such as survey, engineering, legal, and administration. The completion of the scoping study will allow for adjustments to the CIP if needed.

Bolton & Menk has prepared a proposal to complete the scoping study for the Eureka Road North Reclamation Project for \$122,000.

Recommendation/Action Requested: Staff recommends the city council authorize the preparation of the Scoping Study for Eureka Road North Reclamation project.

Motion, second and Simple Majority required.





Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

Ph: (952) 448-8838
Fax: (952) 448-8805
Bolton-Menk.com

January 23, 2023

City of Shorewood
Attn: Matt Morreim
5755 Country Club Road
Shorewood, MN 55331

RE: Eureka Road North -City Project (23-01) – Scoping Study Proposal

Dear Mr. Morreim:

As requested, Bolton & Menk has prepared proposal for the preparation of a Scoping Study for the Eureka Road North Reclamation project (City Project No. 23-01). The project is currently budgeted for in the Capital Improvements Plan for construction in 2025. The Scoping Study will be the initial step in gathering project information, developing project concepts, and seeking feedback on the concepts from residents, council, and staff with the goal of providing clear direction for final design and construction. The Scoping Study will include concepts with sidewalk or trail as currently identified in city wide planning documents, drainage improvements, street width and parking considerations, and environmental concerns. The study will also evaluate any concerns with the existing watermain and sanitary systems. Eureka Road north is designated as a Municipal State Aid (MSA) route and another consideration will be whether or not to build to the MSA standards to be able to utilize MSA funds for the project.

The existing right of way width along Eureka Road is 55 to 66 feet wide with undulating topography. It is anticipated that right of way and/or easement acquisition will be required in several areas along the corridor. The overall easement needs will be better understood through the development of the scoping study and concepts.

The city has included the Eureka Road North Reclamation project in their CIP under several line items and are summarized below:

| | |
|-------------------------------------|------------------|
| 2025 Eureka Road Reclamation | \$1,553,204 |
| 2025 Eureka Road Sanitary | \$139,349 |
| <u>2025 Eureka Road Storm Sewer</u> | <u>\$328,959</u> |
| Total Budget | \$2,021,511 |

The assumed scope included pavement reclamation, addition of curb & gutter, and additional of a 6-foot-wide bituminous sidewalk. This budget amount also includes an estimated 25% in soft costs for engineering, administration, and legal.

Proposed Scope of Engineering Services

To assist the city with this project, Bolton & Menk proposes the following scope of services:

Scoping Study & Preliminary Engineering – Bolton & Menk will prepare a Scoping Study and complete preliminary engineering for the project. The preliminary engineering will develop concepts that establish proposed alignment, profile, and cross sections of the roadway that include options with or without sidewalk/trail. The preliminary engineering also includes review of utility conflicts, establish preliminary construction limits and environmental impacts, and identify preliminary easement/right of way needs. The scoping study will summarize the preliminary design information, provide updated project cost estimates, identify proposed funding, identify preliminary project schedules, and permitting requirements.

Topographic Survey/Soil Borings – Bolton & Menk will begin gathering topographic survey within the project areas. Survey information to be obtained will include existing utilities, trees, topography, property corners, and any other data pertinent to improvements outlined above. This work will include research for existing easements and right of way within project areas as necessary and will also include obtaining soil borings. This portion of effort will also include the tree identification that summarizes size, species, and health of the trees.

Wetland Delineation – Wetland delineations will need to be completed for the project and will occur during the second half of the preparation of the scoping study once preliminary construction limits are better known. Final permitting requires final construction plans and specific impacts identified therefore the mitigation of impacts is not included in this scope of work.

Meetings/Public Hearing/Communications – Our team will work with residents, council, and staff throughout the scoping study process to acquire input and feedback on concepts. This will include evaluations of property impacts, environmental concerns, costs, and maintenance/operations. We will prepare draft information and present at an open house or other formats to seek feedback and input from residents. The resident feedback will be provided and summarized for council to aid in the decision process for a recommended concept. We will also provide appropriate notifications for the public information meetings, lead presentation at the public information meetings, and happily meet and answer questions from residents or other concerned persons throughout the scoping process.

Fee Estimate

Based on the scope of services described above, we propose to complete the Scoping Study and associated preliminary engineering for the Eureka Road North project at an estimated hourly rate fee of **\$122,000**.

Scoping Study – \$55,000

Topographic Survey/Soil Borings – \$45,000

Wetland Delineation – \$10,000

Meetings/Public Hearing/Communications - \$12,000

Additional miscellaneous work identified during scoping study development will be coordinated with the city. This work will be completed at our normal hourly rates. Fee listed above does not include final design, construction administration, or property acquisition.

Please let me know if you have questions or need additional information.

Sincerely,

Bolton & Menk, Inc.

A handwritten signature in black ink that reads "And Bud". The signature is stylized and cursive.

Andrew Budde, P.E.

Principal Engineer

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

RESOLUTION 23-017

**A RESOLUTION TO PREPARE SCOPING STUDY FOR
EUREKA ROAD NORTH
CITY PROJECT 23-01**

WHEREAS, the current Capital Improvement Plan (CIP) identifies the Eureka Road North for construction in 2025 from Birch Bluff Road to the Smithtown Road. The project scope currently includes reclaiming and paving Eureka Road, concrete curb and gutter on one side of the road, a six-foot bituminous trail, and potential retaining walls; and

WHEREAS, the Eureka Road North Scoping Study will provide the necessary preliminary engineering information, environmental impacts, construction costs, and potential easement needs to allow for public input and evaluation prior to providing a final recommendation for improvements; and

WHEREAS, the Eureka Road North project will allow for improvements to the city streets & utilities and allow for opportunities to address and correct drainage concerns; and

WHEREAS, the City Council as appointed Bolton & Menk as the City Engineer and will prepare the Scoping Study and preliminary design for the Eureka Road North project; and

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

1. The City Council of the City of Shorewood, Minnesota authorizes Bolton & Menk to complete a Scoping Study for the Eureka Road North project.

Passed by the City Council of Shorewood, Minnesota this 23rd day of January, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

#9.A.1

MEETING TYPE
Regular Meeting

Title / Subject: Response to Concerns Raised by Ms. Rogers on 01-09-2023

Meeting Date: January 23, 2023

Prepared by: Marie Darling, Planning Director
Reviewed by: Jared Shepherd, City Attorney

Attachments: Email Correspondence with Susan Gerberich
Letter from the property owner and the easement holders

Background: Ms. Kelly Rogers came to Matters from the floor on January 9, 2023. She lives at 20960 Radisson Rd. The parcel where she keeps a dock is across the street and is 12 feet wide. That 12-foot wide parcel is currently owned by Kelly and Ryan Lampe but was previously owned by the Gerberich family.

In 2021, the City received a complaint that the dock owner was renting out slips on a dock. Initially, staff sent an enforcement letter to the property owners that the parcel was too small to hold a dock and that docks may not be rented out.

The property owners contacted City Hall and let us know that the dock was not theirs. The person that owned the dock removed the dock that summer (Ms. Kelly Rogers).

As the Sanshagrín, et al v. Shorewood case moved to decision at the court of appeals, Ms. Roger's attorney contacted the City Attorney to discuss the impact of the case on Ms. Roger's dock. The cases were similar enough that the City Attorney indicated the city would not begin enforcement if a dock was again placed on the lake.

The property owner contacted staff with concerns that Ms. Rogers was told that she could have a dock on their property. Attached is a copy of the staff response to the property owner.

Enforcement of the covenants recorded against the property is a private matter between the property owner and the easement holder(s). Staff note that the letter is not an easement and is not recorded against the property to our knowledge. If either of the easement holders has questions about whether or not the document would preserve their dock rights now or in the future should new property owners have other goals for their property, they should contact an attorney for direction.

Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.*

Marie Darling

From: Marie Darling
Sent: Friday, May 13, 2022 1:03 PM
To: gerbe001@umn.edu
Subject: RE: REGARDING PROPERTY NEXT TO 21035 RADISSON ROAD (PARCEL ID: 3511723110050)

Thanks for your patience. I apologize that you were left out of the conversation. I talked with our city attorney and he has had a conversation with Ms. Rogers' attorney. Our city attorney did not give Ms. Rogers authority to place a dock on your property. The city could not authorize Ms. Rogers to place the dock on property she does not own.

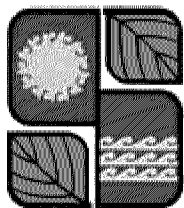
However, the City can't prohibit a dock being placed on the property due to a recent court action and the long-standing presence of a dock on the property. Whether or not Ms. Rogers has the right to place a dock on your property is a private property issue between you, she, and other easement holders.

Marie Darling
Planning Director

952-960-7912
mdarling@ci.shorewood.mn.us

City of Shorewood
5755 Country Club Road
Shorewood, MN 55331

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CITY OF
SHOREWOOD

www.ci.shorewood.mn.us

From: Susan Gerberich, PhD <gerbe001@umn.edu>
Sent: Thursday, May 12, 2022 11:49 AM
To: Marie Darling <MDarling@ci.shorewood.mn.us>; Emma Notermann <ENotermann@ci.shorewood.mn.us>
Cc: gerbe001@umn.edu
Subject: REGARDING PROPERTY NEXT TO 21035 RADISSON ROAD (PARCEL ID: 3511723110050)
Importance: High

Good Morning:

I am attaching the following email trails from 2021 -- and May 10 and 11 of 2022, to put this into context.

As noted, in 2021, my husband and I were assessed a major fee, based on Shorewood's law prohibiting placement of docks on access lots, that could potentially escalate because one (Kelly Rogers) of three parties who had access privileges (identified in a will), had placed a dock on the 12 foot access lot that we own and pay taxes on. This was ultimately resolved, amicably due to communication among the parties involved.

Then, on May 10, 2022 (see subsequent communication, also, below), Kelly Rogers advised us that she had received approval from the City Attorney (whose name and contact information I have not received or found available) to place a dock on the access lot. We are in total disbelief that this may have been transacted without any direct contact to us since we own the lot, pay significant taxes on it, and are responsible for it. Further, of great concern, is that the other two parties (McKellips and Petersons) who have equal access privileges have also apparently not been involved in any relevant discussion or approval.

From our perspective, we will abide by Shorewood's regulations and full consent of all three parties who share this access lot equally. It is not our intent to limit or prevent any legal activities -- but, rather to ensure that it is a fair and transparent process. Clearly, it appears that someone dropped the ball by not communicating directly with the landowners who have to pay the bills!

We would greatly appreciate your assistance with this situation.

Best regards,

Susan (and William) Gerberich

21035 RADISSON ROAD

SHOREWOOD, MN 55331

612-281-5694