

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 14, 2022**

**MEETING HELD VIRTUALLY
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. Roll Call

Mayor Labadie____
Siakel____
Johnson____
Callies____
Gorham____

B. 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:

- | | |
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| A. City Council Work Session Minutes of February 28, 2022 | Minutes |
| B. City Council Regular Meeting Minutes of February 28, 2022 | Minutes |
| C. Approval of the Verified Claims List | Claims List |
| D. Approve Proposal from Davey Resource Group | Director of Public Works Memo
Resolution 22-025 |

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 mayor and council. When you are recognized, please use the raise your hand feature. Please identify yourself by your first and last name and your address for the record. After this introduction, please limit your comments to three minutes. No action will be taken by the council on this matter, but the mayor or council could request that staff place this matter on a future agenda. (No Council Action will be taken)

4. PUBLIC HEARING

5. REPORTS AND PRESENTATIONS

- | | |
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| A. Service Recognition
Dara Gault – Planning Commission | City Clerk/HR Director Memo |
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6. PARKS

- A. Report by Commissioner Tauer on March 8, 2022 Meeting
Park Commission Meeting

- B. Christmas Lake Public Access Ordinance

City Administrator Memo
Ordinance 586

7. PLANNING

- A. Report by Commissioner Riedel on March 1, 2022 Meeting

Draft Minutes

- B. CUP for Collocation of Antennas on Existing Tower
SMJ International, LLC. (Dish Wireless)
24283 Smithtown Road

Planning Director Memo
Resolution 22-026

8. ENGINEERING/PUBLIC WORKS

- A. Approve Plans and Specifications and Authorize Authorization for
Advertisement for Bids for Smithtown Pond, City Project 20-07

City Engineer Memo
Resolution 22-027

9. GENERAL/NEW BUSINESS

- A. Redistricting: Declare New Precinct Boundaries and
Polling Place Locations

City Clerk/HR Director Memo
Resolution 22-028

- B. Approve Letter of Agreement with IPM Institute

City Administrator Memo
Resolution 22-029

10. STAFF AND COUNCIL REPORTS

- A. Staff

1. Tree Sale and Organics Recycling Communications /Recycling Coordinator Memo

- B. Mayor and City Council

11. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, FEBRUARY 28, 2022

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 6:00 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Johnson, Labadie, Siakel, Gorham (arrived at 6:02 P.M.), and Callies; City Administrator Lerud; Planning Director Darling; and Director of Public Works Brown

Absent: None

B. Review Agenda

Callies moved, Siakel seconded, approving the agenda as presented.

Roll Call Vote: Johnson, Siakel, Callies, and Labadie voted aye. **Motion passed 4/0.**

2. ELECTRIC VEHICLE (EV) CHARGING STATION PROGRAM

City Administrator Lerud explained that staff had met with Energy Management Solutions about a no cost EV Charging Station Program. He stated that following that meeting staff felt it would be a good idea to hear their proposal and get Council direction and introduced Jody McDevitt.

Jody McDevitt, Energy Management Solutions, gave an overview of Energy Management Solutions and their No Cost/No Risk EV Charging Station program. He noted that they have partnered with a company called Carbon Solutions Group for the EV Charging Station program who are headquartered out of Chicago, IL. He gave an overview of the history of EV use and its forecasted adoption into the future and noted that every automobile manufacturer is investing in electric vehicles. He explained some of the challenges for property owners regarding when and if they want to install EV charging. He gave a brief summary of their proposed EV Charging Program and noted that the City would not be obligated to pay a penny for anything because Carbon Solutions Group will cover all capital and operational costs. He noted that there are two potential revenue streams for the City with a monthly license fee or profit sharing. He stressed that this is a way for the City to offer this amenity to attract and retain EV drivers with zero risk. He reviewed the low-rate and long-term approach and how the revenue is generated. He showed some renderings of what a charging station may look like. He stated that the City will be able to give input on design and possible locations and noted that the City's location will be added to the various driver apps so people can find them. He clarified that there really will not be much work needed from the City because Carbon Solutions Group takes care of most everything. He shared examples of other cities that they have worked with and noted that it includes the City of Plymouth and New Brighton. He stated that the City Council in Chanhassen is considering this at tonight's meeting. He stated that if the City signed an agreement today, it would probably be about six months before they would be able to get charging stations in the ground and noted that there are

CITY OF SHOREWOOD WORK SESSION COUNCIL MEETING MINUTES
FEBRUARY 28, 2022
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some incentive dollars that go away on July 1, 2022, so they would be targeting getting agreements in place prior to that timeframe.

Councilmember Gorham noted that he assumes that it will be a few years before a profit is turned and asked if there is a typical term proposed in the agreement with the City. Mr. McDevitt stated Carbon Solutions Group has a much longer-term vision that looks at this market with a 2030 perspective. He stated that they know in many cases that they will probably not going to make money for the first few years. He explained that the term of their agreement is for a ten year term with two five year renewal options.

Mayor Labadie asked if Mr. McDevitt had indicated that they would work with the City on the actual locations of the charging stations and would be willing to put them in more than one location. Mr. McDevitt stated that this was correct.

Councilmember Gorham asked what was needed in order to have an ultra-fast charging station. Mr. McDevitt stated that the majority of the DC fast chargers and the ultra-fast are 480 volt, which would essentially need a step up transformer. Councilmember Gorham asked how long it takes for a 'fast' charger to charge a vehicle.

Mr. McDevitt stated that there are many variables that go into that calculation such as the type of vehicle, the size of the battery, efficiency of the vehicle to accept the charge, and the state of charge on the battery. He stated that when you are looking at Level Two stations, a rough rule of thumb would be two to three hours and the faster charges may only take twenty minutes.

Councilmember Gorham stated that he is wondering how the City determines, going into the agreement, what kind of charger is needed to attract people. He stated that he is thinking about a charging station being located in a park and how long they would need to be there in order to make it attractive for them. Mr. McDevitt explained that most people will pull out of their garage with a full charge, plug in at work and get a charge, so it may only take them fifteen minutes to be able to plug in during a lacrosse game and get enough juice to get home again because they have essentially been 'topping off' throughout the day.

Councilmember Johnson stated that there are not many charging stations available up and down the Highway 7 corridor. He stated that there are very few Level Two and no Level Three stations and noted that if the City was looking to attract people to take advantage of the chargers, he would look at the Level Three. He stated that if the City is looking to provide an amenity for people who are coming to use the parks, whether they are resident or non-resident, then a Level Two charger may work, but would not be a draw for others.

Councilmember Siakel stated that she does not have a problem with this, but would ask what its purpose would be. She asked if it is something the City wants to put in as an amenity so people can charge their car while they are at a sports event, or if the thought was to attract others.

Councilmember Johnson noted that he could go either way but if the City is looking to attract others with a Level Three charging station, he did not feel that the City parks would be the correct location for that purpose.

Councilmember Siakel stated it goes back to her original question on whether the City want to offer it as an amenity or a service.

Mayor Labadie noted that there few individuals with their hand raised on-line.

Jay Nygaard, 1386 Rest Point Road, Orono, noted that he may be better known as the 'Turbine Guy' and explained that he is a green energy guy that also supports limited government. He asked why they are considering using the government to install a gas station for an electric vehicle. He noted that typically when someone gets a gas station, they buy their own land, install their own pumps, and then sell their gas. He stated that these people are selling electricity and making money off of it and asked why the City was considering doing it when it should be a private entity. He stated that he feels the City could do things to help that entity succeed but explained that he did not feel these stations should be located on City property. He stated that he would like to know why they are going after public property to provide profit for a private corporation.

Mayor Labadie asked Mr. McDevitt to answer Mr. Nygaard's question since they do approach a lot of municipalities. Mr. McDevitt stated that it is an amenity that becomes a private/public type of program. He stated that it seems to work best when there are vested parties. He stated that the potential is there to make a little revenue and save the taxpayers a little bit of money. He stated that it comes down to whether the City wants to show leadership in the transition to electric mobility.

Scott Zerby, 5680 Christopher Road, stated that he has questions that probably cannot be answered tonight such as details regarding the contract that the City would be considering. He stated that he supports this initiative and thinks government, in the past, has had the need to steer energy consumption and noted that she sees this as similar to the State being involved in ethanol production for gas cars. He noted that the amount of space this would take is minimal so he does not see this as giving a lot of resources to a private entity and sees it more as trying to inspire and reduce the amount of impact they have on the environment. He stated that he would be in support of this and would agree with Councilmember Johnson that there are not a lot of power stations in the nearby vicinity.

Councilmember Johnson asked if any of the other municipalities that they have partnered with have replaced any of their City vehicles with EV. Mr. McDevitt stated that Plymouth already had two EV in their fleet and are adding an additional three vehicles. He stated that New Brighton is planning to purchase some for inspection vehicles and are also looking at the possibility of various models for their police department. He noted that Lakeville is looking at EV pick-up trucks so cities are certainly looking to include EV in their fleets.

Councilmember Gorham asked how the rate is determined and adjusted. Mr. McDevitt stated that Carbon Solutions Group wants to be the low-cost provider because they need the charging stations to be used in order for them to get a return on their investment. He stated that when developing the rate, they look at the commercial tariff of the kilo-watt hour rate plus the demand charge.

Councilmember Gorham asked how the user knows how much they are being charged. Mr. McDevitt stated that the app will tell them the rate and the fee. Councilmember Gorham stated that he generally likes the idea and feels this would be something that is a good service for the City. He stated that he would like to see an RFP for this and would like to be able to verify that the rates they would be getting are competitive.

Mr. McDevitt stated that they will not guarantee a rate because there are too many variables, but would hope their signed agreements with Plymouth and New Brighton would ease their minds

about the company and that the agreement has been vetted. He stated that he could share those agreements with the City if that would be helpful.

Councilmember Johnson asked what direction staff is looking for from the Council. City Administrator Lerud stated that staff would like to know if this is something that the Council wants to pursue. He stated that he thinks the next step would be reviewing the draft contract. He stated that if the Council has a very specific desire about location he thinks Carbon Solutions Group should be invited out to walk the area and see what may be possible.

Mr. McDevitt stated that they usually start by looking at Google Earth images because they are able to get a lot of information from that regarding transformer locations. He stated that for locations there is always a specific out clause for both parties. He stated that taking time and resources to walk a site in order to say 'maybe' would include a lot of variables and would also require working with Xcel.

Councilmember Siakel suggested that the Council direct staff to put together some next steps because there are a lot of details to be sorted through.

There was a consensus from the Council to direct staff to put together some potential next steps for pursuing EV Charging Stations in the City and bring back options for consideration.

Mayor Labadie stressed that this is merely a discussion and no decision has been made and explained that the Council have asked staff for additional information. She stated that they have not committed the City to this project.

3. ADJOURN

Johnson moved, Gorham seconded, Adjourning the City Council Work Session Meeting of February 28, 2022, at 6:55 P.M.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted aye. **Motion passed 5/0.**

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, FEBRUARY 28, 2022

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

Mayor Labadie called the meeting to order at 7:01 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Johnson, Siakel, Gorham, and Callies; City Attorney Shepherd; City Administrator Lerud; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Director of Public Works Brown; City Engineer Budde; and Kendra Lindahl, Planning Consultant

Absent: None

B. Review Agenda

Gorham moved, Siakel seconded, approving the agenda, as presented.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Work Session Minutes of February 14, 2022

B. City Council Regular Meeting Minutes of February 14, 2022

C. Approval of the Verified Claims List

D. Approve 2022 Concession Operation Agreement

E. Approve T-Mobile Lease Amendment East Tower, Adopting RESOLUTION NO. 22-020, "A Resolution Approving a First Amendment to Water Tower Space Agreement with T-Mobile Central, on the City's Water Tower located at 5500 Old Market Road."

F. Approve Hiring for Planning Technician Position

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. Motion passed.

3. MATTERS FROM THE FLOOR

Mayor Labadie noted that she wanted to make sure everyone knew that agenda item 7C was a variance application made by her and her husband. She stated that she will turn the meeting over to Mayor Pro-tem Johnson for that item and will not be participating in any of the discussion, nor participating in the vote for that particular item.

Kristine Sanschagrin, 27725 Island View Road, explained that the activity locally and globally over the last few weeks has inspired her to remind the City Council of the truth and make sure residents have the facts. She stated that spreading disinformation causes division and mistrust. She explained that she and her husband along with their neighbors, legally purchased a tax forfeiture property which was forty feet of shoreline on Lake Minnetonka. She stated that a month after they installed their dock on that property, the City cited them with a code violation because permanent and floating docks were prohibited on empty lots. She stated that they appealed this decision because the City Code did not prohibit a seasonal dock. She noted that the City withdrew the citation and amended the Code to eliminate the modifiers 'permanent' and 'floating' so all docks are prohibited on empty lots. She stated that in 2017, the City cited them under the new Code and they filed an appeal under the prior Code language because they were grandfathered, however the City did not allow for discussion, mediation, or a variance request. She stated that after the City denied their appeal, the City charged them criminally, which were later dropped after the Supreme Court sent the case back to the District Court. The City at that time pursued civil litigation against them which they are now awaiting the decision from the Court of Appeals and noted that a decision is expected sometime in mid-March. The City has spent tens of thousands of dollars charging two families for putting a dock on a property where they had followed the Code. She stated that she would like to contrast her experience with that of Mayor Labadie's multiple Code violations for her dock. She outlined the process thus far for the variance request and noted that the City has received nine letters in opposition to the request, but none were made public prior to or during the recent Public Hearing on this item. She asked the Council why some citizens are treated differently than others when it comes to Code compliance and why they are allowing false information to be used as evidence of support for Mayor Labadie's variance request.

Councilmember Siakel noted that Matters from the Floor are intended for things that are not on tonight's agenda.

Councilmember Johnson agreed and noted that asked for guidance from City Attorney Shepherd. City Attorney Shepherd confirmed that Matters from the Floor are reserved for matters that are not on the agenda for tonight's meeting. He stated that as mentioned by Mayor Labadie, she is recusing herself from the discussion on item 7.C. and Councilmember Johnson will be serving as 'Chair' for that portion of the meeting and he can speak to whether or not further comment will be allowed.

Councilmember Johnson asked if the Council should wait on other comments until they get to that agenda item. Councilmember Siakel stated that she thinks the Council should move on and reiterated that Matters from the Floor is for discussion about things that are not on tonight's agenda.

4. PUBLIC HEARING

5. REPORTS AND PRESENTATIONS

6. PARKS

A. Report by Commissioner Gallivan on February 8, 2022 Park Commission Meeting

Park Commission Gallivan gave a brief overview of the February 8, 2022 Park Commission meeting as outlined in the minutes.

7. PLANNING

A. Report by Commissioner Maddy on February 15, 2022 Planning Commission Meeting

Planning Commission Chair Maddy gave a brief overview of the February 15, 2022 Planning Commission meeting as outlined in the minutes.

Councilmember Callies commended Planning Commission Chair Maddy for his handling of the meeting on February 15, 2022.

**B. Request for Time Extension to Correct Code Violations
Location: 5885 Hillendale Road**

Planning Director Darling explained that this item was continued from the February 14, 2022 Council meeting to allow staff time to prepare a resolution approving the request for additional thirty days in order to correct Code violations.

Callies moved, Siakel seconded, Adopting RESOLUTION NO. 22-014, "A Resolution Approving a Request for an Extension to Correct A Code Violation for Property Located at 5885 Hillendale Road."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

**C. Variances for Dock
Applicant: Jennifer and David Labadie
Location: 5510 Howards Point Road**

Mayor Labadie reiterated that she would not be presiding over this matter or participating in any of the discussion. She explained that Mayor Pro-Tem Johnson would be handling this item until its conclusion and she will resume participating in the meeting with Agenda item #8.

Mayor Pro-Tem Johnson explained that as mentioned by Planning Commission Chair Maddy, the staff report will be presented by Planning Consultant, Kendra Lindahl and not City staff.

Kendra Lindahl explained that there are two variance requests for property located at 5510 Howards Point Road. The first is for a variance to allow a dock greater than four feet wide and the second is to allow the dock to branch out within eight feet of the Ordinary High Water (OHW) level. She made note of two typographic errors that have now been corrected that were included in the staff report. She reviewed photographs of the existing condition and a drawing of the dock configuration. She explained that the Planning Commission reviewed this at a public meeting on February 15, 2022 where nine residents spoke and were a mixture of those in support and those

in opposition. She explained that written comments received before the meeting, were sent to the Commission and were entered into the record. She noted that the Planning Commission had voted 4-0 to recommend approval of the variance requests. She stated that notice of the request was sent to all property owners within five hundred feet of the property and explained that the City received fifteen letters and e-mails regarding this request. She noted that many of the comments were unrelated to the facts of the variance requests and explained that the Council must review the variance that is in front of them and no other options. She shared some background information regarding the dock which was installed on or before April of 1985. In 1989, the property owners at that time, not the applicants, obtained a MNDNR permit to dredge the channel to provide access to the upper lake. She noted that in 2000 the existing home was demolished and a new home was built, also not by the applicant. She stated that the current ordinance was adopted in 2006 and the property was purchased by the applicant in 2010. The applicants were notified of the dock violation in October of 2021. She stated that as a result of this notice, they submitted the variance requests that are being considered. Staff and the Planning Commission are recommending approval of the variance requests based on the findings in the attached resolution.

Councilmember Gorham stated that there seemed to be some confusion at the Planning Commission and in the application as to whether this was a 'grandfathering' administrative decision or a variance request. He stated that it is coming before the Council as a variance request and asked how that determination was made.

Ms. Lindahl explained that the applicants made an assertion in the application that it was a legal non-conforming structure, but that would have to be part of an administrative appeal and they missed that deadline. She stated that because they missed that deadline they chose to proceed with the variance requests which is a tool that can be used to resolve a Code enforcement complaint.

Councilmember Gorham asked how the deadline works. Ms. Lindahl stated that within the Code, there is a timeline in Section 104.03 that requires the applicant to submit an appeal under the 'grandfather' clause within a certain number of days. City Attorney Shepherd stated that he believes it is within fourteen days. Councilmember Gorham stated that the applicants had missed the deadline for the administrative appeal and asked if there was a decision made that they would be appealing.

Ms. Lindahl explained that to her knowledge, there was not, but noted that she was not involved at that time. She stated when she was brought on board, the appeal period had passed and it was proceeding as a variance application.

City Attorney Shepherd explained that the decision they would have been appealing was the Code violation and would have been related to the assertion that there was a lawful non-conforming use that would negate the Code violation. He stated that there are assertions of that included in the application, but the timeframe for an administrative appeal is shorter and the applicant missed the deadline to appeal so this was processed by staff as a variance application.

Mayor Pro-Tem Johnson stated that over the past week, he had communicated with City Administrator Lerud to ensure that all Councilmembers had the video of the Planning Commission meeting made available to them or had been present for the discussion. All council members indicated they had watched the meeting video or were present at the meeting. He stated that the

Council will open this item up for public comments but asked that the comments be kept to specific to the variance request in front of the Council and that comments be kept to under three minutes.

Councilmember Callies stated that there has been a public hearing on this item and the entire Council has been able to watch the public hearing and have also read all the comments that are attached in the packet. She stated that she did not feel like the Council needed to take additional public input on this matter. She stated that she feels this matter has been thoroughly vetted.

Councilmember Siakel stated that she agreed with Councilmember Callies and would request that the Council not take additional public comment on this item. She stated that she cannot imagine that the comments will be much different than what has already been presented. She stated that this is an opportunity for the City Council to conduct the business of the Council. She stated that this item has had a Public Hearing and everyone was heard and given ample time to share their input. She stated that the entire Council has either had the opportunity to participate, sit in and listen, or watch the recording of the Public Hearing that was held at the Planning Commission meeting. She stated that she is not sure the Council will gain much more out of rehashing what has already been presented.

Councilmember Gorham stated that he thinks that normally that approach is a good way to proceed, but this item is ultra-sensitive. Councilmember Siakel stated that the Council should not be treating this any differently than they would for anybody else. She reiterated that they are here to conduct the business of the City Council and not to rehash things that have already been given and the community has had the opportunity to speak on this item already.

Councilmember Callies gave the example of the last Council meeting where they were considering Strawberry Lane, they did not take additional public comment because they had already had several meetings and this, to her, seems similar. Councilmember Gorham stated that he would disagree with that assertion.

Mayor Pro-Tem Johnson stated that the Council had one individual during the Matters from the Floor portion of the meeting and the Council indicated that he would be given the opportunity to speak during the agenda item. He stated that he would like to allow that individual to have a few minutes, if he had any new, pertinent, information to share with the Council, that they do not already have in the packet.

Councilmember Gorham stated that he feels the Strawberry Lane issue was beaten to death with multiple Public Hearings. He stated that he thinks that this feels like an important issue where the Council should hear from residents. Councilmembers Siakel and Callies stated that they disagreed.

City Attorney Shepherd stated that it is accurate that on a variance application, the Council does not need to allow public comment, nor is there a Public Hearing requirement within State statute at the Planning Commission level. He stated that the City Code allows for and requires public comment at the Planning Commission level. He stated that the Planning Commission took extensive public comment on this application which it appears that all of the Council has seen. He stated that with that said, as pointed out by Mayor Pro-Tem Johnson, an individual was told that he would be able to make comment later on the agenda and he would suggest that the Council at least give that individual the ability to make a quick comment on the record. He stated that the Council could then proceed with not taking any further public comments other than this individual which would be consistent with Code and State law.

Mayor Pro-Tem Johnson asked Councilmember Gorham if he would be comfortable with that approach. Councilmember Gorham stated that he would not be comfortable with that approach and stated that he believes there are people here to speak and he would not mind asking some follow up questions on their letters. He stated that even though the Council has the right to approach it that way, it does not make it a good idea.

Mayor Pro-Tem Johnson stated that what he does not want to have happen is just a complete rehash of the last meeting and noted that is not fair to the individuals who are waiting for the future agenda items.

Councilmember Siakel stated that she did not believe this individual was at the Planning Commission meeting, so she does not object to giving him the opportunity for input, but feels the rest would be redundant and their input has already been heard.

Mayor Pro-Tem Johnson asked that Mr. Greg Larson be given the opportunity to address the Council but asked him to keep his comments brief and specific to the variance requests in front of the Council.

Greg Larson, 25535 Orchard Circle, stated that he is neither for or against this variance request. He explained that he would argue that the City should not be in the lake ordinance business at all and would help the Council avoid a decision that will result in accusations of hypocrisy and favoritism. He stated that he is asking that these laws be rescinded. He noted that in 2016, Councilmember Callies gave well-reasoned arguments on why the City should scrap lake ordinances entirely, in a letter she wrote to the City. At the conclusions of the letter she stated, "The City's Zoning Ordinances stop at the shoreline." He noted that he believes that was good advice in 2016 and is good advice today. He stated that Mayor Labadie also seems to agree that these laws are unneeded and noted that the reasons behind the variance requests are so broad that they apply to every dock on the lake. He stated that an ordinance in which everybody is, by precedent, allowed a variance, is an ordinance that needs to be dumped. He stated that if the purpose of the law is to protect the lake from the incursion of docks, he felt that cow left the barn years ago. He stated that tossing these ordinances will not leave the lake unprotected because the Lake Minnetonka Conservation District is charged by the legislature for regulating the lake and they have a reputation of fairness and also has technical expertise and resources to do so. He stated that he believes dumping lake and dock ordinances will save the City money and explained that the City has spent over \$100,000 on legal fees associated with prosecuting a family for an alleged violations that is no more serious than this violation. He reiterated his request that the City ditch these laws and devote the City's resources to doing real City business such as plowing snow, fixing pot holes, and enforcing speeding or reckless driving laws. He stated that it appears as though the City is on one-hand spending more than \$100,000 to enforce this law on one family and twisting themselves in knots in an attempt to justify a variance for someone else. He stated that if the inconsistencies cannot be explained, he feels that makes his case. He stated that the best argument for scuttling this unneeded law is that nobody cares if a dock is three feet or four feet wide and noted that there are probably very few individuals who know about the law and more than a few are likely in violation of it. He asked why it was okay for the City to waste time and money for laws that nobody cares about, do not contribute to the common good, are expensive to regulate, and unfairly enforced.

Mayor Pro-Tem Johnson reiterated that he had asked that comments be kept very specific to the variance requests before the Council and asked that the conversation come back to the Council.

Councilmember Callies stated that the letter referenced by Mr. Larson, was one she wrote as an individual in 2016, and is completely unrelated and irrelevant to the current situation. She stated that she does not know the individual who presented the letter and if they had looked into this further, they would see that she, in fact, lost that argument. She clarified that although she is an attorney, the letter referenced by Mr. Larson was not advice, nor was the letter written on official attorney letterhead.

Councilmember Gorham explained that one of the reasons he had asked a question in the beginning of this discussion was because there is a lot of noise in the application about the 'grandfathering' status of the dock. He stated that he did not think any of that really mattered and wanted to focus the discussion on the variance requests in order to eliminate all the noise. He stated that he would like to understand a bit more about the hardship of moving the dock out and does not understand the hardship of the width of the middle section. He stated that it does not appear as though the minimum is being done.

City Attorney Shepherd stated that the standard for the variance is 'practical difficulty' and not 'undue hardship', which was a previous standard that is no longer in place. He stated that references to undue hardship are not applicable. Councilmember Gorham confirmed that a practical difficulty cannot be an economic hurdle. City Attorney Shepherd agreed that the practical difficulty cannot be primarily economic.

Mayor Pro-Tem Johnson explained that, in this case, extending the dock would go into substandard soils and would extend into the dredged area that allows other residents to get their boats in and out of the lagoon. Councilmember Gorham asked where the dredged area was located. Councilmember Siakel stated that the dredged area is in the center of the lagoon.

Councilmember Gorham asked why the applicant would not just move the sides that are in violation up further. Ms. Lindahl explained that the information from the dock experts that was provided by the applicant is that the location of the slips that are near the shoreline is located there due to the soft shoreline and shifting those back in order to meet the setback from OHW, will require it to be shifted into unstable soils which would make the dock unsafe.

Jennifer Labadie, applicant, stated that she thinks the substandard soils are described thoroughly in the affidavits that were attached to the staff report. She stated that these were submitted by two dock experts who have decades of experience in the dock installation and removal industry who both stated that, in their opinion, moving the dock backwards would potentially compromise the stability and safety of the dock. She stated that they have relied on their expertise and explained that they had installed and done repair work. She explained that this dock is not one that a regular person could install, remove, or perform repair work on and noted that a crane and a barge would be required.

Councilmember Callies stated that one of the issues that has come up is the question of whether this request is unusual other than that the applicant happens to be the Mayor of the City. She stated that the issue of a variance being applied for in response to an enforcement action she does not believe is all that unusual and asked for input on that from staff and Planning Commission Chair Maddy.

Ms. Lindahl stated that this is correct. She noted that she has been a planner for thirty years in a number of cities and it is very common to apply for a variance to try to resolve a code issue. She

stated that she cannot speak specifically to how frequently it has been done in Shorewood, but can state that it is a tool that is very frequently used in other cities.

Planning Commission Chair Maddy stated that nine years ago, the Planning Commission did not give many variances because they were under the 'undue hardship' State laws and not practical difficulties. He stated that since that time, it has been changed and they have recommended more variances for situations like this. He gave the example of a variance that was granted for the home being too narrow according to the Code, but it made sense to allow it for the same reasons in this case, because it is a unique situation.

Councilmember Siakel agreed that the City has given variances and does not see why the Council would deny this request. She stated that if you look at most of the people who spoke on this issue at the Public Hearing as well as the individual who spoke tonight, very few of their comments pertained to the issue at hand. She stated that most of the comments have been philosophical, emotional, personal, and to a certain degree, been kind of nasty. She stated that many of the comments are about other issues that are completely unrelated to the question in front of the Council which is whether this request meets the practical difficulty to issue a variance. She stated that the soils are unstable in the lagoon area, there is a dredged channel, and they would have to take the dock out into a dredged channel which would impede traffic for everyone else in the area. She stated that this issue has become emotional, personal, and appears to be retaliation from people who did not get their way on a different issue. She stated that if the Council is truly looking at the facts at hand and the request, she does not see how the Council would deny it because it meets the State statute of practical difficulty. She suggested that the Council remove the emotion from the question that is in front of them. She stated that she believes this requests meets the State statute of practical difficulty.

Councilmember Callies stated that she agreed and this is talking about use of the property in a reasonable manner. She stated that she feels it would be ridiculous to say that the dock has to be removed or that they cannot have a dock there. She stated that the criteria for approving the variance have been satisfied in this case, based on her review of all of the information that has been provided.

Councilmember Gorham stated that it seems like there could be a practical difficulty in this situation, but for him, it is a bit unclear as to the nature of the soils and where they are within the dock area. He stated that he would like to hear from the experts on this issue and reiterated that it does not appear that the minimum has been done.

Siakel moved, Callies seconded, Adopting RESOLUTION NO. 22-021, "A Resolution Approving Variances for an Existing Dock on Property Located at 5510 Howards Point Road."

Roll Call Vote: Johnson, Siakel, Callies, voted Aye. Gorham voted Nay. Labadie abstained. **Motion passed 3-1-1.**

8. ENGINEERING/PUBLIC WORKS

A. Strawberry Lane: Final Design Direction, City Project 19-05

Mayor Labadie returned to the meeting.

City Engineer Budde gave a presentation regarding the final design direction for Strawberry Lane. He gave a brief overview of the timeline of activity related to this project and noted that during the in-person Open House meeting in November of 2021, there was consensus for a need of a six-foot wide sidewalk against the eastern curb, minimizing impacts to yards and trees by reducing the proposed street width by two feet. He noted that staff is still recommending the twenty-six foot road width, and shifting the alignment on the south end. He noted that through the months of March and April, staff will try to negotiate for the easements in order to shift the alignment and plan to return to the May 9, 2022 Council meeting if they are unable to come to a reasonable negotiation which would require direction from Council on pursuit of the other alignment, going through condemnation, or to adjust the project schedule. He gave an overview of the properties affected by the alignment and the difference between a roadway easement and drainage and utility easements. He noted that the City would like to acquire some roadway easement as a kind of sight triangle to allow for the curve radius of the roadway at the south end of Strawberry, but there are other areas along this section where a drainage and utility easement could be acquired rather a roadway easement. He explained that there are two properties that he will need to negotiate easements and noted that he has reached out to one who seems to be willing to discuss the issue. He noted that for the other property, he has been able to speak to some of the property owner's grandchildren, but not the property owner. He noted that Alternate 1 and Alternate 2 would require an easement and if they were unwilling to negotiate could eventually lead to condemnation. He noted that in addition to the properties he has mentioned on the south side, there are other properties that the City has to pursue easements and could also potentially end in condemnation. He stated that staff is recommending proceeding with pursuit of the six foot wide sidewalk, a twenty-six foot wide roadway with curb and gutter, and with Alternate 2, which is the western alignment on the south end and plan to update the Council at their May 9, 2022 meeting for final direction. He stated that the resolution was not worded as precisely as he would like and suggested a language change, deleting the last sentence of the last 'whereas' and the final 'whereas' would be to state it that if condemnation is required, staff shall provide an update on the final alignment of the area south of Lake Minnetonka Trail by May 9, 2022.

Councilmember Callies asked if pursuing the drainage and utility easements rather than roadway easements was adequate and if it was a good idea. City Engineer Budde stated that it is a compromise and is to minimize as much of the impact as possible for the property owners. He stated that it is in the best interest of the City to acquire some permanent easement and a drainage and utility easement would satisfy that need from the City. He stated that if something permanent is not done, the City would still need temporary easements or right of entry from those property owners in order to be able to construct the project.

Councilmember Callies stated that it is unfortunate because that option, it kind of pits neighbor against neighbor and noted that in order to complete this project, the City will have to acquire easements. Councilmember Siakel thanked City Engineer Budde for coming back with more information for the Council. She noted that she is comfortable with what has been presented.

Councilmember Johnson stated that his only concern is whether the Council is leaving themselves enough time and does not want the City to paint itself into the proverbial corner. Councilmember Siakel stated that was how she felt in the past, but is at the point now where she thinks the Council needs to put some trust in staff to go out and get the details done in order to pull it all together.

City Engineer Budde explained that what he is trying to do is set things up so there could be tree removal done in the fall of 2022 along with some utility relocations so that when construction

season starts in 2023, the City will be able to really make progress and get this project done by the start of school.

The Council discussed the adjusted resolution language and potential other adjustments so they do not absolutely commit to the western alignment.

City Engineer Budde stated that his understanding is that the Council is directing him to pursue the western alignment up to the point where things would have to move to condemnation. He explained that if it gets to that point, he will come back before the Council to discuss the options, including pursuit of condemnation, moving forward with the eastern alignment, or changing the project schedule.

Siakel moved, Johnson seconded, Adopting RESOLUTION NO. 22-022, "A Resolution Providing Final Design Direction for Strawberry Lane, City Project 19-05, with the adjustments as recommended by City Engineer Budde."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

B. Birch Bluff Road: Draft Scoping Document and Communication Plan, City Project 21-01

City Engineer Budde gave an update on the Birch Bluff Road project and reviewed the project timeline activities. He noted that the drainage is fairly challenging in this area and gave an overview on the storm sewer, ponding, watermain, street reconstruction, and possible sidewalk/trail plans. He reviewed the next steps of holding a public informational meeting in mid-March or early April and noted that he is also happy to meet with any residents who would like to discuss the project. He stated that ideally staff will be back in front of the Council to finalize the scoping document in April, with final design approval in mid to late April. He stated that staff has created a document that helps track the project process and decision chart and their intent is to help manage expectations on the decision timeframes for staff, Council, and residents. He stated that it also shares what information they know and what information they do not know and identifies when resident engagement is most effective.

Councilmember Gorham asked what the current street width is for Birch Bluff Road. City Engineer Budde explained that it is rural and is about twenty-two to twenty-four feet wide. Councilmember Gorham asked why staff was recommending twenty-six feet in this case. City Engineer Budde stated that it is being recommended for many of the same reasons as they are for Strawberry Lane. He gave examples of trying to provide fire and emergency access, that twenty-six feet is the current standard for road width, allows a balance and some on-street parking.

Councilmember Siakel stated that City Engineer Budde has been very active in engaging residents in beginning to talk about this project. She stated that she lives on this street and welcomes these proposed improvements. She stated that a number of her neighbors are in favor of City water and the improvements that come along with it. She asked if there were areas of Birch Bluff where the road may have to be narrower than twenty-six feet because of the topography and geographical constraints.

City Engineer Budde stated that meeting status will be discussed later on tonight's agenda, on whether this meeting would be an in-person event or virtual.

Mayor Labadie asked if City Engineer Budde preferred how the Open House meetings are to be held and if either way has a benefit or drawback. City Engineer Budde stated that he felt that the face-to-face meetings help residents engage with each other a bit better and is more neighborhood building. He noted that it also seems to help create a consensus by having people in the room talking to their neighbors. Councilmember Johnson stated that he felt the comments coming out of the in person meeting versus the virtual meeting were much more positive.

Mayor Labadie suggested that the Council table this decision and bring it back for discussion after item 9.C.

Labadie moved, Siakel seconded to table Agenda Item #8.B. with the intent to discuss it later in the meeting following item #9.C.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed**

C. Approve Plans for Lift Stations 7, 9, and 10 and Authorize Advertisement for Bids, City Projects 20-12 and 21-08

Public Works Director Brown explained that the City has three lift stations that are being combined this year to be bid. He explained that the pandemic caused the City to postpone work on Lift Stations 10 and 7. He stated that because they were postponed, they ended up incorporating them into the 2022 Capital Improvement Program. He gave a brief overview of the locations of Lift Stations 7, 9, and 10 and explained the function of a Lift Station. He noted that the City had received bids in July of 2021 for Lift Stations 7 and 10, however, they were rejected because they appeared to be inflated. He stated that the plans and specifications have already been approved for Lift Stations 7 and 10, so only Lift Station 9 needs that approval.

Siakel moved, Labadie seconded, Adopting RESOLUTION NO. 22-023, "A Resolution Approving Plans and Specifications and Authorize Bidding for the Lift Stations 7, 9, and 10 Rehabilitation Project, City Projects 20-12 and 21-08."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed**

9. GENERAL/NEW BUSINESS

A. Accept Quote for Integrated Pest Management Plan

City Administrator Lerud explained that at the conclusion of the January 24, 2022 work session, the Council directed staff to contact firms to assist the City in development of an Integrated Pest Management Plan. He explained that staff put together an RFQ and sent it out to nine entities and the City received three quotes. Staff is recommending that the City accept the quote and alternate quote from IPM Institute and noted that if approved, staff will bring back a contract for consideration at a future meeting.

Councilmember Gorham explained that one of the things he liked about the quote from Bolton and Menk was the training that they included and they appeared to know the City the best. He stated that if the City accepted IPM, he asked how much training there will be. He stated that he believes the critical piece in making this successful is the relationship with the consultant and Public Works.

City Administrator Lerud explained that part of their proposal is that they will come to the City and do an audit of all of our sites. He stated that each site will be graded and from that information they will bring recommendations. He stated that he has confidence that both Davey Resource Group and Bolton and Menk could also do the work but staff felt that since they work with the City in other capacities they wanted to keep this separate from those duties.

Councilmember Gorham asked if IPM would continually be reporting back to the City. He explained that he wants to make sure that seven years from now the City does not have another letter saying that this was never really implemented. He stated that he does not want to have a report with no follow up. City Administrator Lerud assured Councilmember Gorham that there will be follow up and it is part of the program and noted that he will handle things from the City side.

Councilmember Callies stated that one of the things she thought was interesting from the IPM report was the discussion of the City's goals in terms of pesticide reduction and considering the trade-offs and costs. She stated that she thinks this is a balanced approach to achievable goals and best management practices.

City Administrator Lerud stated that the long-term emphasis is to minimize and, if possible, eliminate the use of systemics or other pesticides.

Callies moved, Johnson seconded, Accepting the quote from IPM Institute for an Integrated Pest Management Program and direct staff to bring back and agreement to a future Council meeting.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

Mayor Labadie reminded the Council that the best practices for pollinators workshop runs March 1-3, 2022. She noted that she is planning to attend and can give updates for those that are unable to attend.

B. COVID Testing Policy

City Administrator Lerud explained that earlier this year, the Council directed that a COVID testing policy be brought to this meeting for Council consideration. He explained that the policy included in the packet was drafted after reviewing similar policies from several larger organizations. He gave an overview of the policy and noted that, at this time, staff is recommending against adopting the policy. He stated that there are few, if any, cities that are the size of Shorewood who have a testing policy in place and many that have been adopted in larger cities have expired.

Councilmember Callies stated that she would be in favor of a vaccination requirement as opposed to a testing policy. She stated that she understands the issues that were raised in the memo, but in her mind, the vaccine is the first step in terms of this, and felt that this was coming a little late. She stated that she is concerned about how quickly the City would be able to act if the situation were to change. She stated that she does not really see a point in doing anything right now.

Councilmember Siakel stated that she agreed with Councilmember Callies and agreed that this feels a little late. City Administrator Lerud asked the Council if they would like staff to come back with a policy that states this so the Council can be ready to adopt it should things change, rather than doing nothing.

There was consensus of the Council to direct staff to bring back the policy so they are ready if the situation changes, so it can be implemented more quickly, if needed in the future.

C. Review Status of Meetings

City Administrator Lerud stated that at the January 10, 2022 meeting the Council adopted a resolution which called for meetings in the City to be held virtually in response to the COVID-10 Omicron variant. He explained that resolution will expire on February 28, 2022 if the Council takes no further action. He stated that staff is recommending that the Council adopt version two of the proposed resolution that extends virtual meetings to March 5, 2022.

Councilmember Siakel stated that she would be in favor of leaving virtual meetings in place through the month of March and move to in-person meetings beginning in April. Mayor Labadie stated that she is anxious to get back to in-person meetings. Councilmember Gorham stated that he feels the meetings are more effective in person but would support beginning them in April.

Councilmember Siakel suggested that the Council just say that anything that takes place after April 1, 2022 takes place in-person. City Administrator Lerud stated that if this is what the Council would like to do, they would be adopting the second resolution but changing the date from March 5, 2022 to April 1, 2022.

Siakel moved, Johnson seconded, Adopting RESOLUTION NO. 22-024, "A Resolution Resuming In-Person Meetings of the City Council and Advisory Commission, with the effective date changed, as discussed to April 1, 2022"

City Attorney Shepherd noted that there are two versions of the resolution that were included in the packet and suggested that the Council adopt the first version with the date change, as discussed.

Amended motion by Siakel, seconded by Johnson, Adopting RESOLUTION NO. 22-024, "A Resolution Acknowledging the Omicron Variant Surge of the COVID-19 Health Pandemic Impacting In-Person Meetings of the City Council and Advisory Commission, with the effective date amended to April 1, 2022."

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

Item #8.B. Birch Bluff Road: Draft Scoping Document and Communication Plan, City Project 21-01 – continued....

Mayor Labadie noted that if the City wants to hold an Open House they now need to respect the motion that was just made to begin in-person meetings starting April 1, 2022. She stated that it could be held virtually earlier than that, but City Engineer Budde has stated that, in his opinion, Open House meetings are more effective when done in-person.

There was consensus to hold the Birch Bluff Open House on April 6, 2022.

Councilmember Callies stated that at the retreat, the Council had talked about putting signage up on project areas and asked if the City was still thinking about doing that. Public Works Director

Brown stated that he and City Engineer Budde have been talking about those signs and once the frost is out of the ground, they will be come back with signs for Council approval which will be put up for several upcoming projects. He stated that the Council should see a draft sign at their next meeting.

10. STAFF AND COUNCIL REPORTS

A. Administrator and Staff

Public Works Director Brown stated they are ready to place an order for the reviewed City signs that shows the census numbers. He stated that they have talked about going back to the standard signs that are seen in most communities that have the name of the city and the population. He reviewed the locations throughout the City where these signs will be placed. He reiterated that they are getting ready to make the order and asked if the Council had any opinion on the removal of the tag line. He stated that the City has opted to follow the State guidelines for the seasonal weight restrictions and noted that the weight restriction map is posted on-line.

City Engineer Budde stated that the City has heard back from the Army Corps of Engineers on the Smithtown Pond project and have essentially permitted the project, which means that project will be coming before the Council sometime in the next month.

City Clerk/HR Director Thone stated that the Council had tabled item 8.B. and continued, however the Council did not make another motion on that item and asked City Attorney Shepherd if a motion would be required.

City Attorney Shepherd stated that a motion was not required because it was a consensus matter regarding setting a date.

City Clerk/HR Director Thone stated that they are in the final stages of redistricting and have submitted the proposed plan to the County which will come before the Council on March 14, 2022. She stated the legislative district was split so there is now 45A and 45B which will require the City to make a precinct for 45B. She stated that they are also proposing to decrease from four precincts to three precincts.

B. Mayor and City Council

Councilmember Gorham noted that he is planning to attend the pollinators workshop virtually. He congratulated the Minnetonka Girls Hockey Team for finishing second place in the State tournament.

Councilmember Johnson congratulated the Minnetonka Men's and Women's Alpine Skiing Teams because they both won the State tournament.

11. ADJOURN

Gorham moved, Johnson seconded, Adjourning the City Council Regular Meeting of February 28, 2022, at 9:21 P.M.

Roll Call Vote: Johnson, Siakel, Callies, Gorham, and Labadie voted Aye. **Motion passed.**

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT



#2 C

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: Verified Claims

Meeting Date: March 14, 2022

Prepared by: Michelle Nguyen, Senior Accountant
Greg Lerud, City Administrator
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.

67277 - 67300 & ACH	306,694.38
Total Claims	\$306,694.38

We have also included a payroll summary for the payroll period ending **February 28, 2022**

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: 00001.03.2022 - PR-02-28-2022

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	69,912.96	CASH AND INVESTMENTS
101-13-4101-0000	13,726.38	0.00	FULL-TIME REGULAR
101-13-4103-0000	650.76	0.00	PART-TIME
101-13-4121-0000	1,078.26	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,013.69	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	2,174.54	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	80.66	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,617.92	0.00	FULL-TIME REGULAR
101-15-4121-0000	421.35	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	427.25	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	641.58	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	30.59	0.00	WORKERS COMPENSATION
101-18-4101-0000	5,484.95	0.00	FULL-TIME REGULAR
101-18-4103-0000	383.46	0.00	PART-TIME
101-18-4121-0000	440.15	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	401.84	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	856.57	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	32.22	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,675.85	0.00	FULL-TIME REGULAR
101-24-4121-0000	275.69	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	275.24	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	668.24	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	17.75	0.00	WORKERS COMPENSATION
101-32-4101-0000	10,784.98	0.00	FULL-TIME REGULAR
101-32-4102-0000	315.90	0.00	OVERTIME
101-32-4121-0000	832.51	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	839.96	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,633.04	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	630.68	0.00	WORKERS COMPENSATION
101-33-4101-0000	6,593.38	0.00	FULL-TIME REGULAR
101-33-4102-0000	1,072.83	0.00	OVERTIME
101-33-4121-0000	574.95	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	476.48	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	261.80	0.00	EMPLOYEE INSURANCE - CITY

Account Number	Debit Amount	Credit Amount	Description
101-33-4151-0000	364.01	0.00	WORKERS COMPENSATION
101-52-4101-0000	2,960.87	0.00	FULL-TIME REGULAR
101-52-4121-0000	222.09	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	235.45	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	798.42	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	181.88	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,462.21	0.00	FULL-TIME REGULAR
101-53-4121-0000	109.66	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	110.09	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	17.50	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	59.33	0.00	WORKERS COMPENSATION
FUND Total:	69,912.96	69,912.96	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	2,502.26	CASH AND INVESTMENTS
201-00-4101-0000	1,663.94	0.00	FULL-TIME REGULAR
201-00-4103-0000	427.81	0.00	PART-TIME
201-00-4121-0000	146.30	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	158.43	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	26.24	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	79.54	0.00	WORKERS COMPENSATION
FUND Total:	2,502.26	2,502.26	
FUND 601	Water Utility		
601-00-1010-0000	0.00	9,801.99	CASH AND INVESTMENTS
601-00-4101-0000	7,112.90	0.00	FULL-TIME REGULAR
601-00-4102-0000	130.85	0.00	OVERTIME
601-00-4121-0000	543.30	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	537.47	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,220.93	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	256.54	0.00	WORKERS COMPENSATION
FUND Total:	9,801.99	9,801.99	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	7,628.04	CASH AND INVESTMENTS
611-00-4101-0000	5,455.42	0.00	FULL-TIME REGULAR
611-00-4102-0000	105.30	0.00	OVERTIME
611-00-4121-0000	417.10	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	417.69	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,026.11	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	206.42	0.00	WORKERS COMPENSATION

Account Number	Debit Amount	Credit Amount	Description
FUND Total:	7,628.04	7,628.04	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	551.02	CASH AND INVESTMENTS
621-00-4101-0000	409.62	0.00	FULL-TIME REGULAR
621-00-4121-0000	30.72	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	22.96	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	85.12	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	2.60	0.00	WORKERS COMPENSATION
FUND Total:	551.02	551.02	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	2,511.15	CASH AND INVESTMENTS
631-00-4101-0000	1,890.64	0.00	FULL-TIME REGULAR
631-00-4121-0000	141.80	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	140.46	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	283.61	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	54.64	0.00	WORKERS COMPENSATION
FUND Total:	2,511.15	2,511.15	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	92,907.42	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	41,012.18	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	9,750.00	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	6,280.78	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	2,874.58	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	10,114.02	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,769.91	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	5,880.13	DEFERRED COMPENSATION
700-00-2177-0000	0.00	1,996.86	WORKERS COMPENSATION
700-00-2180-0000	0.00	968.25	LIFE INSURANCE
700-00-2181-0000	0.00	1,460.38	DISABILITY INSURANCE
700-00-2182-0000	0.00	367.99	UNION DUES
700-00-2183-0000	0.00	2,289.09	HEALTH SAVINGS ACCOUNT
700-00-2186-0000	0.00	143.25	VOLUNTARY VISION
FUND Total:	92,907.42	92,907.42	
Report Total:	185,814.84	185,814.84	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 02/28/2022 - 12:52PM
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Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 1	ACH Enabled: True
March-2022	PR Batch 00001.03.2022 Union Dues	367.99	02/28/2022	700-00-2182-0000	PR Batch 00001.03.2022 Union Dues
	Check Total:	367.99			
Vendor: 1084	BANK VISTA			Check Sequence: 2	ACH Enabled: True
PR-02-28-2022	PR Batch 00001.03.2022 HSA-BANK VISTA	281.09	02/28/2022	700-00-2183-0000	PR Batch 00001.03.2022 HSA-BANK VIS
	Check Total:	281.09			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 3	ACH Enabled: True
PR-02-28-2022	PR Batch 00001.03.2022 Federal Income Tax	6,280.78	02/28/2022	700-00-2172-0000	PR Batch 00001.03.2022 Federal Income T
PR-02-28-2022	PR Batch 00001.03.2022 FICA Employee Portio	4,098.52	02/28/2022	700-00-2174-0000	PR Batch 00001.03.2022 FICA Employee I
PR-02-28-2022	PR Batch 00001.03.2022 FICA Employer Portio	4,098.52	02/28/2022	700-00-2174-0000	PR Batch 00001.03.2022 FICA Employer I
PR-02-28-2022	PR Batch 00001.03.2022 Medicare Employee Pc	958.49	02/28/2022	700-00-2174-0000	PR Batch 00001.03.2022 Medicare Emplo
PR-02-28-2022	PR Batch 00001.03.2022 Medicare Employer Po	958.49	02/28/2022	700-00-2174-0000	PR Batch 00001.03.2022 Medicare Emplo
	Check Total:	16,394.80			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE CO			Check Sequence: 4	ACH Enabled: False
March-2022	PR Batch 00001.03.2022 Vision-Avesis	143.25	02/28/2022	700-00-2186-0000	PR Batch 00001.03.2022 Vision-Avesis
	Check Total:	143.25			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 5	ACH Enabled: True
PR-02-28-2022	PR Batch 00001.03.2022 Deferred Comp-ICMA	3,205.13	02/28/2022	700-00-2176-0000	PR Batch 00001.03.2022 Deferred Comp-I
	Check Total:	3,205.13			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPAN			Check Sequence: 6	ACH Enabled: True
March-2022	PR Batch 00001.03.2022 Long Term Disability	693.26	02/28/2022	700-00-2181-0000	PR Batch 00001.03.2022 Long Term Disat
March-2022	PR Batch 00001.03.2022 Short Term Disability	767.12	02/28/2022	700-00-2181-0000	PR Batch 00001.03.2022 Short Term Disat
	Check Total:	1,460.38			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 7	ACH Enabled: True
PR-02-28-2022	PR Batch 00001.03.2022 State Income Tax	2,874.58	02/28/2022	700-00-2173-0000	PR Batch 00001.03.2022 State Income Tax
	Check Total:	2,874.58			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 8	ACH Enabled: True
March-2022	PR Batch 00001.03.2022 Life Insurance	872.25	02/28/2022	700-00-2180-0000	PR Batch 00001.03.2022 Life Insurance
	Check Total:	872.25			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 9	ACH Enabled: True
PR-02-28-2022	PR Batch 00001.03.2022 Deferred Comp-MSRS	2,475.00	02/28/2022	700-00-2176-0000	PR Batch 00001.03.2022 Deferred Comp-MSRS
PR-02-28-2022	PR Batch 00001.03.2022 Deferred Comp-MSRS	200.00	02/28/2022	700-00-2176-0000	PR Batch 00001.03.2022 Deferred Comp-MSRS
	Check Total:	2,675.00			
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 10	ACH Enabled: True
March-2022	PR Batch 00001.03.2022 PERA Life	96.00	02/28/2022	700-00-2180-0000	PR Batch 00001.03.2022 PERA Life
	Check Total:	96.00			
Vendor: 665	OPTUM BANK			Check Sequence: 11	ACH Enabled: True
PR-02-28-2022	PR Batch 00001.03.2022 HSA-OPTUM BANK	2,008.00	02/28/2022	700-00-2183-0000	PR Batch 00001.03.2022 HSA-OPTUM BANK
	Check Total:	2,008.00			
Vendor: 9	PERA			Check Sequence: 12	ACH Enabled: True
PR-02-28-2022	PR Batch 00001.03.2022 MN-PERA Deduction	4,536.03	02/28/2022	700-00-2175-0000	PR Batch 00001.03.2022 MN-PERA Deduction
PR-02-28-2022	PR Batch 00001.03.2022 MN PERA Benefit Em	5,233.88	02/28/2022	700-00-2175-0000	PR Batch 00001.03.2022 MN PERA Benefit Em
	Check Total:	9,769.91			
	Total for Check Run:	40,148.38			
	Total of Number of Checks:	12			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 03/09/2022 - 2:47PM
 Batch: 00002.03.2022 - AP-03-14-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 111	AMERICAN ENGINEERING TESTING, INC.			Check Sequence: 1	ACH Enabled: True
INV-058779	Geotechnical Services-L.S.#9	2,950.00	03/14/2022	611-00-4303-0000	
	Check Total:	2,950.00			
Vendor: 817	ARCPPOINT LABS OF EDEN PRAIRIE			Check Sequence: 2	ACH Enabled: False
1974	Drug Testing-Chris Heitz	58.00	03/14/2022	101-32-4305-0000	
	Check Total:	58.00			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 3	ACH Enabled: True
284936	General Engineering	6,048.50	03/14/2022	101-31-4303-0000	
284937	Mill & Overlay-2021	213.00	03/14/2022	413-00-4680-0000	
284938	Mill & Overlay-2022	7,019.00	03/14/2022	416-00-4303-0000	
284939	Pond Maintenance	405.00	03/14/2022	631-00-4303-0000	
284940	Birch Bluff St-Utility Imprvmt	32,246.50	03/14/2022	414-00-4303-0000	
284941	Boulder Bridge Well Inspection	290.00	03/14/2022	601-00-4303-0000	
284942	Christmas Lake Boat Landing	1,927.00	03/14/2022	402-00-4680-0000	
284943	Data Requests	86.00	03/14/2022	101-31-4303-0000	
284944	Galpin Lake Road-Roadway	344.00	03/14/2022	415-00-4303-0000	
284945	GIS-Utilities-Sewer	2,058.00	03/14/2022	611-00-4303-0000	
284945	GIS-Utilities-Water	2,731.00	03/14/2022	601-00-4303-0000	
284946	Glen Rd-Manitou Ln-Amlee Rd St	2,047.00	03/14/2022	407-00-4303-0000	
284947	Grant Street Drainage	3,907.00	03/14/2022	631-00-4303-0000	
284948	Lift Station 7 Rehabilitation	846.00	03/14/2022	611-00-4303-0000	
284949	Lift Station 9 Rehabilitation	2,032.60	03/14/2022	611-00-4303-0000	
284950	Mary Lake Outlet	420.00	03/14/2022	631-00-4303-0000	
284951	Mound Location & Framework	5,706.00	03/14/2022	404-00-4620-0000	
284952	MS4 Administration	76.00	03/14/2022	631-00-4302-0009	
284953	Shorewood Ln Ravine Restore	5,339.00	03/14/2022	631-00-4303-0000	
284954	Shorewood Oaks Drainage	258.00	03/14/2022	631-00-4303-0000	
284955	Smithtown Pond	8,857.00	03/14/2022	631-00-4303-0000	
284956	Strawberry Ln St Reconst & Tid	1,888.00	03/14/2022	409-00-4303-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		84,744.60			
Vendor: UB*00460	Chris & Clare Buntrock			Check Sequence: 4	ACH Enabled: False
	Refund Check 005200-000, 5945 Lk Linden Ct	91.58	03/14/2022	601-00-2010-0000	
	Refund Check 005200-000, 5945 Lk Linden Ct	106.83	03/14/2022	611-00-2010-0000	
	Refund Check 005200-000, 5945 Lk Linden Ct	45.79	03/14/2022	631-00-2010-0000	
	Refund Check 005200-000, 5945 Lk Linden Ct	45.79	03/14/2022	621-00-2010-0000	
Check Total:		289.99			
Vendor: 1221	CAMPBELL KNUTSON P.A.			Check Sequence: 5	ACH Enabled: True
3526-0000G-2	General Matters/Administration	3,667.30	03/14/2022	101-16-4304-0000	
3526-0001G-2	Planning	1,485.00	03/14/2022	101-18-4304-0000	
3526-0002G-2	Public Works-Davey Resource	115.50	03/14/2022	101-52-4304-0000	
3526-0003G-2	Labadie Variance	2,046.00	03/14/2022	101-18-4400-0000	
3526-0999G-5	Prosecution	2,028.88	03/14/2022	101-16-4304-0000	
Check Total:		9,342.68			
Vendor: 784	TODD CEBULLA			Check Sequence: 6	ACH Enabled: False
19210WP-5520VHR	Escrow Refund -19210 Waterford Pl & 5520 Vin	1,000.00	03/14/2022	880-00-2200-0000	
Check Total:		1,000.00			
Vendor: 136	CENTERPOINT ENERGY			Check Sequence: 7	ACH Enabled: True
03-01-2022	20405 Knightsbridge Rd	170.70	03/14/2022	601-00-4394-0000	
03-01-2022	28125 Boulder Bridge	319.85	03/14/2022	601-00-4396-0000	
03-01-2022	24200 Smithtown Rd	1,351.62	03/14/2022	101-32-4380-0000	
03-01-2022	6000 Eureka Road	384.63	03/14/2022	101-52-4380-0000	
03-01-2022	5755 Country Club Rd	468.93	03/14/2022	101-19-4380-0000	
79456885-022322	5735 Country Club Rd-SCEC	474.84	03/14/2022	201-00-4380-0000	
86501806-022322	20630 Manor Rd	102.13	03/14/2022	101-52-4380-0000	
Check Total:		3,272.70			
Vendor: 137	CENTURY LINK			Check Sequence: 8	ACH Enabled: True
9524702294Feb22	952-470-2294-PW	65.80	03/14/2022	101-32-4321-0000	
9524706340Feb22	952-474-6340-CH	119.75	03/14/2022	101-19-4321-0000	
9524707819Feb22	952-470-7819-SSCC	123.60	03/14/2022	201-00-4321-0000	New Line
Check Total:		309.15			
Vendor: 456	CORE & MAIN, LP			Check Sequence: 9	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Q286532	Gaskets	25.00	03/14/2022	601-00-4221-0000	
	Check Total:	25.00			
Vendor: 1096	DAVEY RESOURCE GROUP, INC.			Check Sequence: 10	ACH Enabled: True
132441	Strawberry Lane Tree Inventory	4,090.00	03/14/2022	409-00-4400-0000	
	Check Total:	4,090.00			
Vendor: 1060	GENERAL SECURITY SERVICES CORPORA			Check Sequence: 11	ACH Enabled: True
418878	City Hall - Monitor	278.85	03/14/2022	101-19-4321-0000	
418879	SCEC-Monitor	105.00	03/14/2022	201-00-4321-0000	
	Check Total:	383.85			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 12	ACH Enabled: True
2020736	Monthly Rental	19.80	03/14/2022	601-00-4400-0000	
2020736	Monthly Rental	19.80	03/14/2022	611-00-4400-0000	
2020736	Monthly Rental	19.80	03/14/2022	631-00-4400-0000	
	Check Total:	59.40			
Vendor: 202	GRAINGER INC			Check Sequence: 13	ACH Enabled: True
9229670915	Card Reader Cover	109.43	03/14/2022	601-00-4223-0000	
	Check Total:	109.43			
Vendor: 689	HENNEPIN COUNTY ACCOUNTS RECEIVA			Check Sequence: 14	ACH Enabled: False
1000179410	Hazardous Waste License Fee - Inv. Ref#107057	268.00	03/14/2022	101-32-4437-0000	
	Check Total:	268.00			
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVA			Check Sequence: 15	ACH Enabled: False
1000182907	REC0001086-MonthlySubscription	27.50	03/14/2022	101-31-4303-0000	RecordEase Payment
	Check Total:	27.50			
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHI			Check Sequence: 16	ACH Enabled: True
1000183256	Monthly Radio Fleet & MESB	205.92	03/14/2022	101-32-4321-0000	
	Check Total:	205.92			
Vendor: 1242	CHRISY HUGHES			Check Sequence: 17	ACH Enabled: False
Rent-02-27-22	Rental Damage Deposit Refund-Event-02-27-20	196.00	03/14/2022	201-00-3410-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	196.00			
Vendor: 247	DREW KRIESEL			Check Sequence: 18	ACH Enabled: False
February-2022	Building Maint. Services	504.00	03/14/2022	201-00-4400-0000	
February-2022	Building General Supplies Exp	77.97	03/14/2022	201-00-4245-0000	
February-2022	Events Program/Class Services	784.00	03/14/2022	201-00-4248-0000	
	Check Total:	1,365.97			
Vendor: 482	KUTAK ROCK, LLP			Check Sequence: 19	ACH Enabled: True
3000246	Ugorets v. Shorewood	370.50	03/14/2022	101-16-4304-0000	
3000364	Transition Matters	507.00	03/14/2022	101-16-4304-0000	
	Check Total:	877.50			
Vendor: 972	LON THARALDSON PLUMBING & HEATING			Check Sequence: 20	ACH Enabled: False
601	Attempt at Tap per MDH Amesbury Well	1,385.13	03/14/2022	601-00-4400-0000	
	Check Total:	1,385.13			
Vendor: 792	METROPOLITAN AREA MANAGEMENT ASSOCIATION			Check Sequence: 21	ACH Enabled: False
1086	MAMA Luncheon	25.00	03/14/2022	101-13-4331-0000	
	Check Total:	25.00			
Vendor: 1039	MID-COUNTY COOP			Check Sequence: 22	ACH Enabled: False
54038	Fuel	830.66	03/14/2022	101-32-4212-0000	
	Check Total:	830.66			
Vendor: 289	MINGER CONSTRUCTION CO., INC.			Check Sequence: 23	ACH Enabled: False
PV#1-Lawtonka	PV#1 - Lawtonka Water Service-Water Svc Insta	24,980.25	03/14/2022	601-00-4400-0000	
	Check Total:	24,980.25			
Vendor: 301	MINNESOTA HELICOPTERS, INC.			Check Sequence: 24	ACH Enabled: False
11458	Deer Count Survey	730.00	03/14/2022	101-52-4400-0000	
	Check Total:	730.00			
Vendor: 305	MNSPECT, LLC			Check Sequence: 25	ACH Enabled: True
8912	Inspection Services	1,925.00	03/14/2022	101-24-4400-0000	
	Check Total:	1,925.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 463	MTI DISTRIBUTING INC.			Check Sequence: 26	ACH Enabled: False
1320694-00	Ballfiled Groomer (aka Sandpro)	12,544.42	03/14/2022	403-00-4640-0000	
1320694-01	Ballfiled Groomer (aka Sandpro) - Credit	-500.00	03/14/2022	403-00-4640-0000	
	Check Total:	12,044.42			
Vendor: 903	PERRILL			Check Sequence: 27	ACH Enabled: True
256888	ROWay Web App-Monthly	75.00	03/14/2022	611-00-4400-0000	
256888	ROWay Web App-Monthly	75.00	03/14/2022	601-00-4400-0000	
	Check Total:	150.00			
Vendor: 355	SHRED-N-GO INC			Check Sequence: 28	ACH Enabled: False
131473	Shredded Svc	54.75	03/14/2022	101-13-4400-0000	
	Check Total:	54.75			
Vendor: 842	SORENSEN CONSULTING			Check Sequence: 29	ACH Enabled: False
COS.2.22	Selection Assessment-Jason Carlson	450.00	03/14/2022	101-18-4400-0000	
	Check Total:	450.00			
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 30	ACH Enabled: True
82432	Custodial Service-CH Building	472.00	03/14/2022	101-19-4400-0000	
82433	Custodial Service-PWs Building	358.00	03/14/2022	101-32-4400-0000	
	Check Total:	830.00			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 31	ACH Enabled: True
INV-008675	Springbrook-CivicPay Fees	15.75	03/14/2022	621-00-4450-0000	
INV-008675	Springbrook-CivicPay Fees	15.75	03/14/2022	631-00-4450-0000	
INV-008675	Springbrook-CivicPay Fees	15.75	03/14/2022	611-00-4450-0000	
INV-008675	Springbrook-CivicPay Fees	15.75	03/14/2022	601-00-4450-0000	
	Check Total:	63.00			
Vendor: UB*00458	Marilyn Swanson			Check Sequence: 32	ACH Enabled: False
	Refund Check 008269-000, 19400 Mckinley Ct	57.17	03/14/2022	601-00-2010-0000	
	Refund Check 008269-000, 19400 Mckinley Ct	66.70	03/14/2022	611-00-2010-0000	
	Refund Check 008269-000, 19400 Mckinley Ct	28.58	03/14/2022	631-00-2010-0000	
	Refund Check 008269-000, 19400 Mckinley Ct	28.59	03/14/2022	621-00-2010-0000	
	Check Total:	181.04			
Vendor: 1194	THE McDOWELL AGENCY, INC.			Check Sequence: 33	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
136569	Background Check-Jason Carlson	85.00	03/14/2022	101-13-4400-0000	
	Check Total:	85.00			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 34	ACH Enabled: True
M27145	Council Meeting	370.75	03/14/2022	101-13-4400-0000	
M27145	Planning Meeting	338.75	03/14/2022	101-18-4400-0000	
	Check Total:	709.50			
Vendor: 384	TOTAL PRINTING SERVICES			Check Sequence: 35	ACH Enabled: False
13365	Newsletters	890.00	03/14/2022	101-13-4351-0000	
	Check Total:	890.00			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 36	ACH Enabled: False
17221	Monthly Bacteria Svc	150.00	03/14/2022	601-00-4400-0000	
	Check Total:	150.00			
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 37	ACH Enabled: True
February-2022	Uniforms	789.36	03/14/2022	101-32-4400-0000	
	Check Total:	789.36			
Vendor: UB*00459	Beverly J. & William J. Wiese			Check Sequence: 38	ACH Enabled: False
	Refund Check 005091-000, 20375 Knightsbridg	4.87	03/14/2022	601-00-2010-0000	
	Refund Check 005091-000, 20375 Knightsbridg	5.67	03/14/2022	611-00-2010-0000	
	Refund Check 005091-000, 20375 Knightsbridg	2.44	03/14/2022	631-00-2010-0000	
	Refund Check 005091-000, 20375 Knightsbridg	2.43	03/14/2022	621-00-2010-0000	
	Check Total:	15.41			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 39	ACH Enabled: True
274145	Salt & Sand	1,568.32	03/14/2022	101-33-4245-0000	
274167	Salt & Sand	1,054.81	03/14/2022	101-33-4245-0000	
	Check Total:	2,623.13			
Vendor: 974	THOMAS WADE WOODWARD			Check Sequence: 40	ACH Enabled: True
February-2022	Mileage	91.85	03/14/2022	101-24-4331-0000	
February-2022	Cell Phone	30.00	03/14/2022	101-24-4321-0000	
January-2022	Cell Phone	30.00	03/14/2022	101-24-4321-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		151.85			
Vendor: 410	WSB AND ASSOCIATES, INC.			Check Sequence: 41	ACH Enabled: True
R-012809-000-35	Enchanted & Shady Island	200.75	03/14/2022	410-00-4303-0000	
R-014590-000-31	Woodside Rd Street Reclamation	1,237.25	03/14/2022	408-00-4303-0000	
Check Total:		1,438.00			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 42	ACH Enabled: True
769071583	24253 Smithtown Rd	1,537.69	03/14/2022	601-00-4395-0000	24253 Smithtown Rd
769076743	5735 Country Club Rd	820.09	03/14/2022	201-00-4380-0000	5735 Country Club Rd
769140090	5755 Country Club Rd	310.00	03/14/2022	101-19-4380-0000	5755 Country Club Rd
769415220	5700 County Rd 19	50.41	03/14/2022	101-32-4399-0000	5700 County Rd 19
769415220	5700 County Rd 19 - Unit Light	327.61	03/14/2022	101-32-4399-0000	5700 County Rd 19 - Unit Light
769498669	28125 Boulder Bridge Drive	439.27	03/14/2022	601-00-4396-0000	28125 Boulder Bridge Drive
769516964	4931 Shady Island Road	14.64	03/14/2022	611-00-4380-0000	4931 Shady Island Road
Check Total:		3,499.71			
Total for Check Run:		163,576.90			
Total of Number of Checks:		42			

Accounts Payable
Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/09/2022 - 3:02PM
Batch: 00003.03.2022 - AP-03-14-2022-Barr



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 950	BARR ENGINEERING COMPANY			Check Sequence: 1	ACH Enabled: True
23271735.00-21	Grant Street Pond	1,194.50	03/14/2022	631-00-4303-0000	
	Check Total:	1,194.50			
	Total for Check Run:	1,194.50			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/10/2022 - 8:46AM
Batch: 00004.03.2022 - AP-03-14-2022-2



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 170	ELECTRIC PUMP			Check Sequence: 1	ACH Enabled: False
0072911-IN	L.S.#7 Controls & Pumps	33,052.62	03/14/2022	611-00-4223-0000	
	Check Total:	33,052.62			
Vendor: 283	METRO SALES, INC.			Check Sequence: 2	ACH Enabled: True
INV2003827	Ricoh/MP-C3002 Color Copier	562.51	03/14/2022	101-19-4221-0000	Ricoh/MP-C3002 Color Copier
	Check Total:	562.51			
Vendor: 1161	NORTHWEST ASPHALT, INC			Check Sequence: 3	ACH Enabled: False
PV#3-Enchanted	PV#3-Enchanted Island & Shady Island Street R	68,159.47	03/14/2022	404-00-4680-0023	
	Check Total:	68,159.47			
	Total for Check Run:	101,774.60			
	Total of Number of Checks:	3			



City of Shorewood Council Meeting Item

Title/Subject: Approve Proposal from Davey Resource Group
Meeting Date: Monday, March 14, 2022
Prepared by: Larry Brown, Director of Public Works
Attachments: Proposal and Resolution

Background: The city has relied upon Davey Resource Group to provide a variety of services in managing the city's tree canopy. This includes:

- Assistance with removal of large or dangerous trees that require specialized equipment and resources.
- Professional arborist opinions and evaluations.
- Limited consultation to homeowners through the city's tree education program.
- Planning and management of the city's Tree Management Plan.
- Performing injections for specimen ash trees for the Emerald Ash Borer.

Staff solicited an update to the existing proposal for these services. Attachment 1 is the updated proposal with the current rates. The City Attorney has reviewed the updated agreement and has found it acceptable.

Financial or Budget Considerations: The city budgets for these services as part of the normal operating budget. Therefore, adequate funds have been programmed into the budget.

Recommendation/Action Requested: Staff recommends approval of the Resolution that accepts the proposal from Davey Resource Group.

SERVICES AGREEMENT

This Services Agreement (this “Agreement”), dated as of March 14, 2022 (the “Effective Date”), is entered into by and between **DAVEY RESOURCE GROUP, INC.**, with offices located at 295 S. Water Street, Kent, Ohio 44240 (“Davey”), and **City of Shorewood, MN**, with offices located at 5755 Country Club Road, Shorewood, Minnesota 55331 (“Customer”).

RECITALS

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

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

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

2. Services. Customer hereby retains Davey to perform the services set out in Exhibit A (the “Services”) at the direction of Customer. Davey shall furnish all labor, materials, tools, equipment, and competent supervision necessary to complete the Services. Davey will perform the Services in accordance with the specifications set forth on Exhibit A (the “Specifications”).

3. Fees and Expenses.

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

3.2 To the greatest extent permitted by law, any Invoice not paid in full within 30 days of the Invoice date is subject to a late fee in the amount of 1.5% of the unpaid Invoice balance per month until the invoice is paid in full (“Late Fee”). Customer understands and agrees that the Late Fee reasonably represents Davey’s damage and loss resulting from late payments. In addition, Customer agrees to pay interest on any unpaid invoice amount at the maximum rate allowed by law. The payment to and acceptance by Davey of a Late Fee or interest will not constitute a waiver by Davey of Customer’s default with respect to any overdue amounts, nor prevent Davey from exercising any of the other rights and remedies granted at law or equity. Davey reserves the right to use any and all means of collection available under applicable law to collect any amount past due. If Davey initiates litigation or other collection action against Customer to recover any amount, Customer shall pay all litigation and collection costs and expenses, including reasonable attorneys’ fees and expert witness fees, incurred by Davey in connection with such litigation or collection act.

ATTACHMENT 1
PROPOSAL

3.3 Upon Customer's request, prior to the final payment, Davey will deliver evidence that all of Davey's indebtedness in connection with the Services has been satisfied. Acceptance of final payment will not be deemed a release or waiver of any claims by Davey under this Agreement.

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

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

6. Authority to Grant Access to Job Site. Customer represents and warrants that Customer has full authority and the legal right to authorize and grant access, and does hereby authorize and grant access, to Davey to enter the designated City property, including all streets and sidewalks. Customer understands and agrees that Davey has relied upon such representation and warranty to perform its services under this Agreement.

7. Source Materials. Customer will furnish to Davey all source materials, system diagrams, circuit diagrams, databases, and maps related to Customer's facilities that are necessary for Davey's performance of the Services ("Customer Source Materials"). Davey disclaims any liability for errors, omissions, or inaccuracies contained in or resulting from Customer Source Materials or information obtained from any third party or publicly available source.

8. Service Reports. Upon Customer's request during the Term, Davey will provide service reports in form and manner reasonably acceptable to Customer.

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

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

11. Reserved.

12. Indemnification.

12.1 Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party, and its officers, directors, employees, agents, representatives, successors, and assigns, (collectively, the "Indemnified Party"), from and against any and all claims, suits, actions, causes of action, and proceedings and any and all related liabilities, losses, damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") asserted against or

incurred by the Indemnified Party if and to the extent caused by the Indemnifying Party's material breach of any term or provision of this Agreement or the negligence or willful misconduct of the Indemnifying Party, or its employees, representatives, or contractors. If and to the extent that Losses are caused by the joint conduct of the parties, then a party's duty of indemnification shall be in proportion to that party's contribution to the cause of such Losses.

12.2 Notwithstanding anything contained in this Agreement to the contrary, Customer shall indemnify, defend, and hold harmless Davey, and its affiliates, and their respective officers, directors, employees, agents, representatives, successors, and assigns, from and against any and all Losses arising from or related to this Agreement that are in excess of the Liability Cap (as defined below).

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

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

13. Limitation of Liability.

13.1 Notwithstanding anything to the contrary in this Agreement, to the greatest extent permitted by law, in no event shall either party be liable for any consequential, indirect, incidental, special, exemplary, punitive, or enhanced damages, lost profits or revenues or diminution in value, arising out of, or relating to, this Agreement or in connection with any breach under this Agreement, regardless of (a) whether such damages were foreseeable, (b) whether or not the party was advised of the possibility of such damages, (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and (d) the failure of any agreed or other remedy of its essential purpose. To the greatest extent permitted by law, in no event shall Davey's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnification obligations, or otherwise, exceed the applicable insurance limits set forth in Section 15 (the "Liability Cap").

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

does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition. To the extent Customer requests Davey's guidance on Customer's permitting and license requirements, Davey's guidance represents its recommendations based on its understanding of and experience in the industry and does not guarantee your compliance with any particular federal, state, or local law, code, or regulation. Davey may review information provided by or on behalf of Customer, including, without limitation, paper and digital GIS databases, maps, and other information publicly available or other third-party records or conducted interviews (collectively, "Source Information"). Davey assumes the genuineness of all Source Information. Davey disclaims any liability for errors, omissions, or inaccuracies resulting from or contained in any Source Information.

14. Release of Claims Relating to Designated City Property Conditions. Customer hereby releases Davey from any and all claims of any kind, including claims for personal injury, death, and property damages, arising from or relating to any condition of the job site or any hazard on the job site that existed prior to the execution of this Agreement or was caused by a party not controlled by Davey, whether known or unknown.

15. Insurance. Davey, at its own expense, shall maintain during the progress of any services performed pursuant to this Agreement the following minimum limits of insurance: (a) Workers' Compensation Insurance in at least the minimum amount required by and in compliance with the laws of the State where the services are to be performed; (b) Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and (c) Automobile Liability Insurance covering owned, non-owned, and hired vehicles used by Davey in connection with these services in an amount not less than \$1,000,000 per accident combined single limit, \$1,000,000 aggregate.

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

17. Termination.

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

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

17.3 Either Party may terminate this Agreement, effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party: (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 15 days after receipt of written notice of the breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven days or is not dismissed or vacated within 30 days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

17.4 Upon the expiration or termination of this Agreement for any reason, Customer shall pay Davey for all work performed, and reimburse Davey for all non-cancellable costs properly incurred

by Davey in connection with the Services, up to the date of expiration or termination, as applicable.

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

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

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

21. Assignment. Customer shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Davey. Any purported assignment or transfer in violation of this Section shall be null and void. No assignment or transfer shall relieve Customer of any of its obligations under this Agreement.

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

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

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

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

26. Choice of Law and Forum. This Agreement will be governed by and construed in accordance with the internal laws of the State of Minnesota, without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action or proceeding arising out of or related to the Services or this Agreement, or the matters contemplated under this Agreement, shall be instituted exclusively in the state courts located in Hennepin County,

Minnesota, or the United States District Court for the District of Minnesota, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or inconvenient forum.

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

[Signature Page Follows]

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

DAVEY RESOURCE GROUP, INC.

Signature:_____

Printed Name:_____

Title:_____

[*CUSTOMER NAME*]

Signature:_____

Printed Name:_____

Title:_____

[Signature Page to Services Agreement]

Exhibit A
Services and Fees



Corporate Headquarters
295 South Water Street, Suite 300
Kent, OH 44240
800-828-8312

Local Office
1196 7th St E
St. Paul, MN 55106
651-202-3662

2/8/2022

Greg Lerud
City of Shorewood
5775 Country Club Rd
Shorewood, MN 55331

RE: 2022 DRG Fee Schedule

Dear Greg,

The following are Davey Resource Group, Inc.'s "DRG" 2022 hourly rates that may be used for contracting staff. DRG also recommends budgeting for on-demand support, charged at a time and materials basis. The City will be provided an adjusted rate sheet annually for review and approval.

Scope of Work

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

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

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

Urban Forest Management

- **Tree Inventory.** Collect, update, or maintain the city's tree inventory. Services can be performed periodically in advance of significant capital projects for planning purposes, or seasonally to identify risk management priorities.
- **Tree Preservation During Construction.** Assist with public works and utility reconstruction projects and improvement projects to review site plans, make tree protection recommendations, and ensure tree preservation goals are reached.
- **Plan Review.** Review landscaping plans for new development projects for best practices and industry specifications, selection of appropriate planting species, and compliance with any relevant local regulations.
- **Tree Evaluation.** Investigate resident inquiries and complaints around public risk trees, nuisance trees, and general tree concerns.
- Other management services could include: development of a risk management policy, preparation of an emergency/storm response plan, assistance with ordinance development, budget analysis for urban forestry activities, presentations to council members, etc.

Tree Maintenance and Planting

- **Tree Pruning and Removal.** Work with local Davey Tree Expert office to provide personnel and equipment to perform tree pruning and removal accordance with ANSI A300 Tree Pruning Standards
- **Emerald Ash Borer Injection.** Provide Emerald Ash Borer injections for key ash tree identified in the City of Shorewood management plant and inventory.
- **Bid Specifications.** Prepare tree maintenance, pruning, removal, and planting or procurement contract specifications and perform all details required for bidding urban forestry contracts.
- **Contract Management.** Manage and oversee tree work contractors, including marking trees in the field, inspection of workmanship, and acceptance of guarantee periods.
- **Tree Installation.** Identification and marking of planting sites, submission of staking requests, and other tree planting administration. Supervise tree planting crews or volunteers to install new trees in accordance with City standards and specifications.
- **Young Tree Establishment.** Perform young tree establishment activities such as watering, mulching, and young tree structural pruning.

Program Administration, Communication, Education, and Training

- **Homeowner Visits/Community Outreach.** Answer tree-related questions from residents and community leadership and communicate urban forestry benefits to staff and the community. Organize and plan Arbor Day ceremonies and other special events.
- **City Crew Training and Support.** Provide arboricultural training to in-house tree and landscape crews, such as risk tree identification, proper pruning, or proper planting.

- **Grant Writing.** Seek and apply for grants and complete Tree City USA applications.
- **Program Advancement.** Provide general guidance as to practices and program elements, or best practices that best advance Ferndale's goals and urban forestry program.

Consulting Services Rates

Rates effective February 21, 2022 to January 31, 2023. This proposal is renewable annually with yearly rate increases.

Gail Nozal, Manager/Consultant ISA Board Certified Master Arborist MN-0276BM, ISA Tree Risk Assessment Qualified, ISA Municipal Specialist	\$115.00/hr
Ryan Gustafson, Project Developer/Consultant ISA Board Certified Master Arborist MN-4145BM, ISA Municipal Specialist	\$110.00/hr
Katie Karl, Arborist/Junior Consultant ISA Certified Arborist MN-4820AM, ISA Tree Risk Assessment Qualified, ISA Municipal Specialist	\$65.00/hr
Jack Spadafore, Arborist/Environmental Technician ISA Certified Arborist MN-4765AM, ISA Tree Risk Assessment Qualified	\$65.00/hr

Tree Care Rates

Tree Crew Rate Per Person Including Equipment	\$117.00/hr
Tree Crew Rate for Crane Assisted Work	\$140.00/hr

Other

Daily Vehicle Rate for Work within City of Shorewood *Homeowner visits, looking at sites per discretion of Public Works, Engineering or Planning	\$45.00/day
Other DRG staff	Variable
Cost of supplies or materials	Cost plus 10%

Key Staff

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

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

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

Ryan Gustafson is a project developer for Davey Resource Group. In more than 15 years with Davey companies, Ryan has carried various roles including Project Manager, Inventory Arborist, Plant Health Care Coordinator, and Sales Arborist. His areas of expertise include urban forestry and plant health care.

As a Project Developer, Ryan oversees the sales and business development of urban forestry and ecological restoration services in the state of Minnesota. Specifically, Ryan develops projects around urban forestry management and ecological restoration such as tree inventories, management plans, preservation plans, invasive species management, and native habitat restorations. Within his role with DRG, Ryan focuses on promoting the benefits of trees and native landscapes to homeowners, municipalities, and government agencies.

Ryan's experience includes completing urban forest inventories, management plans, plant health care diagnosis, oak wilt management, tree preservation, and forest restoration. He is also involved in presentation opportunities, recently developing and hosting a webinar (2020) for maintaining trees from a municipal perspective, inviting speakers from different areas of the industry to share their knowledge and point of view on this subject.

Ryan has a Bachelor of Science degree in Urban Forestry from the University of Wisconsin-Stevens Point. He is a Board Certified Master Arborist and Municipal Specialist (#MN-4145BM) through the International Society of Arboriculture. He serves as a TREE Fund Liaison and Treasurer for the Minnesota Society of Arboriculture.

Katie Karl is a senior inventory arborist with Davey Resource Group (DRG). Katie is knowledgeable in urban forestry, conservation of natural areas, and native landscaping. In her role at DRG, Katie performs tree inventories; hazard tree assessments; onsite tree monitoring; invasive species management; native landscaping and seeding; erosion control; and prescribed burns. She also writes tree preservation and management plans.

Katie has led multiple tree inventories and works directly with clients to deliver progress reports and educate them on tree management and health.

Katie has experience using DRG's TreeKeeper® software suite for inventory management, and has worked on urban forestry projects throughout the Upper Midwest. She is a Certified Arborist and Municipal Specialist (#MN-4820AM) through the International Society of Arboriculture with a Tree Risk Assessment Qualification (TRAQ), and Certified Minnesota Pesticide Applicator (#202116013) in Categories E, F, and J. Katie also carries S130/S190/I100 Wildlands Fire Training Certifications through the National Wildfire Coordinating Group and is a Wetlands Professional In-Training (#5339) through the Minnesota Wetland Professional Certification Program.

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

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

Jack has a Bachelor of Science degree Forest Management from the University of Wisconsin-Stevens Point. He is a Certified Arborist and Municipal Specialist (#MN-4765A) through the International Society of Arboriculture (ISA) and a Certified Minnesota Pesticide Applicator (#20177428) through the Minnesota Department of Agriculture.

Experience and Expertise

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

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

Sincerely,



Gail Nozal
Area Manager
Davey Resource Group, Inc.
ISA Board Certified Master Arborist MN-0276BM
www.daveyresourcegroup.com

Authorization to Proceed

By signing this form, I do hereby acknowledge acceptance of the scope of work and associated fee, as well as the terms and conditions and limited warranty contained herein. Furthermore, my signature authorizes the work to be performed.

City of Shorewood

Authorizing Signature:

Title:

Date:

Davey Resource Group, Inc.

Name/Title:

Date:

TERMS AND CONDITIONS

- All pricing is valid for 60 days from the date of this proposal.
- Time and materials (T&M) estimates may fluctuate and will be billed accordingly. Fixed fee contract prices will be billed as shown.
- Invoicing will be submitted monthly for work performed, unless otherwise agreed upon.
- Payment terms are net 30 days.
- If prevailing wage requirements are discovered after the date of this proposal, we reserve the right to negotiate our fees.
- The client is responsible for any permit fees, taxes, and other related expenses, unless noted as being included in our proposal.
- The client shall provide 48 hours' notice of any meetings where the consultant's attendance is required.
- Unless otherwise stated, one round of revisions to deliverables is included in our base fee. Additional edits or revisions will be billed on a time and material (T&M) basis.
- All reports are provided only to the client unless otherwise directed.

LIMITED WARRANTY

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

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

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

To the extent the Services involve the evaluation or documentation ("Observational Data") of trees, tree inventories, natural areas, wetlands and other water features, animal or plant species, or other subjects (collectively, "Subjects"), the Observational Data will pertain only to the specific point in time it is collected (the "Time of Collection"). DRG will not be responsible nor in any way liable for (a) any conditions not discoverable using the agreed upon means and methods used to perform the Services, (b) updating any Observational Data, (c) any changes in the Subjects after the Time of Collection (including, but not limited to, decay or damage by the elements, persons or implements; insect infestation; deterioration; or acts of God or nature [collectively, "Changes"]), (d) performing services that are in addition to or different from the originally agreed upon Services in response to Changes, or (e) any actions or inactions of you or any third

party in connection with or in response to the Observational Data. If a visual inspection is utilized, visual inspection does not include aerial or subterranean inspection, testing, or analysis unless stated in the scope of work. DRG will not be liable for the discovery or identification of non-visually observable, latent, dormant, or hidden conditions or hazards, and does not guarantee that Subjects will be healthy or safe under all circumstances or for a specified period of time, or that remedial treatments will remedy a defect or condition.

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

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

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

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

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

RESOLUTION 22-025

**A RESOLUTION TO ACCEPT PROPOSAL FROM
DAVEY RESOURCE GROUP FOR
PROFESIONAL ARBORIST SERVICES**

WHEREAS, the city has an ongoing need to have professional arborist services to assist in the proper management of the city's tree canopy and forestry resources; and

WHEREAS, Davey Resource Group, Inc. has successfully provided said services for the city previously; and

WHEREAS, staff has solicited an updated proposal for the year 2022; and

WHEREAS, Davey Resource Group has provided an updated service proposal and staff has reviewed said agreement and found it to be in order;

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby accepts the proposal provided by Davey Resource Group, Inc. dated March 14th, 2022.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of March, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: **Service Recognition:**
Dara Gault, Shorewood Planning Commission

Meeting Date: Monday, March 14, 2022

Prepared by: Sandie Thone, City Clerk/HR Director

Reviewed by: Marie Darling, Planning Director

Background: The city has a need for citizens to serve on advisory committees to the city council. Pursuant to Shorewood City Code Chapter 201, the Shorewood Planning Commission was established to be the city planning agency authorized by MN Statute and is advisory to the City Council. The Commission consists of five members who must be current residents of Shorewood. Terms of appointment commence on March 1 and terminate on the last day of February and run for three (3) years. The Planning Commission shall have the powers and duties given to city planning agencies, generally by law, including the authority to conduct public hearings.

Planning Commissioner Dara Gault served on the Planning Commission from 2019 through 2022. Commissioner Gault provided significant perspective on planning items, code amendments, and consistently provided thoughtful feedback. Staff and council are grateful for his years of service. Commissioner Gault has been a pleasure to work with. Thank you, Commissioner Gault!

The Shorewood City Council recognizes and expresses appreciation to Dara Gault for his service on the Shorewood Planning Commission and his dedication to the community.

No Formal Action Requested.

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



City of Shorewood Council Meeting Item

Title/Subject: Christmas Lake Public Access Ordinance

Meeting Date: March 14, 2022

Prepared By: Greg Lerud, City Administrator

Reviewed By: Jared Shepherd, City Attorney

6B

MEETING
TYPE
REGULAR

Attachments: 1986 Agreement to establish a public access, 2015 cooperative operation and maintenance agreement with the DNR, lake carrying capacity information, Christmas Lake boat launch analysis, Christmas Lake boat census, Ordinance No. 586

Background: City staff has been engaged in wide-ranging discussions with representatives of the Christmas Lake Homeowners Association (CLHA) over the last year about the public access area. In 1986, the city signed the first agreement with the MN Department of Natural Resources (DNR) to create the public access, and then in 2015 signed a 20-year cooperative operation and maintenance agreement with the DNR.

The city is responsible for maintenance of the parking lot and surrounding area, with the DNR responsible for the boat launch and adjoining dock. The city has a long-term working relationship with the CLHA on the landing area as well as working together to control invasive species. Short of the 2015 agreement with the DNR, the city has not done any comprehensive look at the landing area to evaluate changes in the last 35 years.

Some of the items of this review includes evaluating the parking area, drafting an ordinance for the boat landing rules, reviewing literature regarding safe number of boats on a body of water, increasing available parking in the landing area, controlling Aquatic Invasive Species, and working with Christmas Shores HOA on acquiring property.

Christmas Lake is 267 acres, of which 77 acres are littoral (less than 15 feet deep) meaning the area available for recreational boating use is closer to 200 acres. The CLHA has expressed concern about the number of “near misses” on the lake, as well as some actual accidents. Boating use on Christmas Lake as changed since the 1986 agreement was signed. In addition to an initial limit of 25 horse powered boats that expired in 1993, increases in the popularity of personal watercraft such as kayakers, paddleboarders as well as surf wake boaters have increased usage on the lake.

There is some literature (two examples are included with this memo) about safe levels of boat activity on lakes. Density differs depending on the lake, but both studies identify

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.*

Page 1

the average safe level of boat activity, for lakes where there is a variety of boating uses, like Christmas Lake, as 20 to 30 acres per boat.

Also attached to the memo is a census for watercraft of all types “housed” on Christmas Lake. The 2021 count is 319. Additionally, an access analysis was provided by the CLHA for high use dates. There have always been seven vehicle/trailer parking places in the public access. As you can see from the analysis, there are many days where the number of launches exceed the number of parking places. On those days, boats are launched and then the vehicle leaves and parks at nearby parking lots.

The public access creates an obligation on the part of the city to provide access to Christmas Lake for the public. However, that access should not be interpreted as unlimited access to the lake. Competing interests such as the need to control invasive species, preserving the lake ecology, as well as providing as safe environment as possible for the lake users regardless if they are in personal watercraft, non-motorized boats, or speed or wake boats should factor into the number of watercraft that can be on the lake at any given time.

Indeed, the city has previously recognized the desire to limit the number of boats launching at one time through a couple of actions; first, the original agreement between the DNR, City, and CLHA called for seven parking spots. Second, parking was/is prohibited on Merry Lane. It was recognized that if a prohibition was not done, overflow vehicles and trailers would have regularly parked on Merry Lane. That initial concern is now being realized by the number of trailers parking farther away after launching.

The ordinance as proposed would limit access to launching to the number of parking spaces available in the lot - seven. To that end, the CLHA has paid for installing a remote control on the gate so the access can be controlled during AIS inspection hours. The inspectors are at the landing every day from 6:00 a.m. to 10:00 p.m. Access outside those hours will not be controlled. As the launch information shows, however, most launches will be covered by this schedule. It is important to know that if the ordinance is adopted, it will apply equally to residents on Christmas Lake.

This matter was presented to the Parks Commission at their February 8 meeting, and after a discussion they recommended the City Council approve the ordinance. They also recommended that the city address concerns from neighboring properties about truck/trailers having to back up on Radisson if the parking area was full. Staff has looked at signage options that include an electronic sign at the intersection of Radisson and Merry Lane that would inform drivers of the number of available spaces, signage that indicates there is a cul-de-sac at the end of Merry Lane that would allow trucks and trailers to turn around, and working with the CLHA on activating the camera at the landing that could be viewed online – giving real-time information to potential landing users.

Financial or Budget Considerations: Minimal additional expenses. The CLHA has paid for modifications to the gate, and the inspectors from Waterfront Restorations, who

perform the boat inspections and cleaning, have agreed to control access as part of their duties while they are at the landing.

Options: The city council can pass the ordinance as presented, modify in any way, request staff gather additional information and bring back to a future meeting, or not pass the ordinance.

Recommended Action: It has been over 30 years since the city has taken a comprehensive look at the landing and how it functions. The review started last year with the variance to relocate the AIS cleaning equipment to provide an additional on-site parking stall and improved drainage. This proposed ordinance looks to improve safety for the lake users, and staff recommends passage as presented by simple majority.

Next Steps and Timeline: If the ordinance adopted, the ordinance will be published, and staff will continue to evaluate sign and communications options with the plan to be implemented before the busy part of the boating season.

FILE COPY

CHRISTMAS LAKE

AGREEMENT

THIS AGREEMENT, made this 29 day of January, 1986, by and between Christmas Lake Homeowners' Association (hereinafter referred to as the "Association"), and the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources (hereinafter referred to as the "State") and the City of Shorewood, Minnesota (hereinafter referred to as the "City"), and Robert W. Fayfield.

W I T N E S S E T H:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minn. Stat. §97.48, subd. 15, to provide the public with water access sites on lakes where no access exists or access is inadequate; and

WHEREAS, Christmas Lake Homeowners' Association is an association representing the riparian owners of land on Christmas Lake, a body of approximately 267 acres of water located in the cities of Shorewood and Chanhassen, Minnesota; and

WHEREAS, the State, pursuant to a resolution of the Minnesota Executive Council, has commenced an action in condemnation to acquire the following land for a water access site to Christmas Lake, to-wit:

Lot 2, Block 1, Christmas Lake Addition, according to the plat thereof on file in the office of the Hennepin County Registrar of Titles;

and

WHEREAS, Robert W. Fayfield, a member of the Association, has offered to acquire and donate the land described on Exhibit A attached hereto to the City for purposes of a public access to Christmas Lake; and

WHEREAS, the State is agreeable to the developing, operating and maintaining of a public water access site on the offered property, to be used for public recreational facilities, and the State, Association and City are willing to abide by the terms and conditions hereinafter set forth; and

WHEREAS, the Association is willing to give its approval to such a donation and the Commissioner is willing to dismiss the condemnation action referred to above upon the conditions hereinafter described.

NOW, THEREFORE, for and in consideration of the covenants and promises hereinafter made to be observed and performed, it is hereby agreed by the parties to this Agreement that:

1. That certain parcel of land described on Exhibit A attached hereto, located adjacent to Christmas Lake, now owned by Interstudy and to be acquired by Robert W. Fayfield pursuant to an agreement with Interstudy, will be donated on or before May 1, 1986 to the City of Shorewood for use as a public water access site to said Christmas Lake. The donation will be unconditional and irrevocable, save that it may include a right of reverter in the event the State shall enlarge this water access site or shall acquire and develop another water access site on Christmas Lake, or if an additional water access site providing access for boats not inferior to this public access

in number of parking spaces and hours of operation is developed on Christmas Lake by any other public body.

2. The public access shall contain a boat ramp and a parking area which will accommodate no more than seven (7) parking places for motor vehicles with boat trailers.

3. The public access will be planned, developed and funded by the State of Minnesota, pursuant to design plans which shall be submitted by the State to the City and the Association for review and comment. The City and the Association shall each have the right to submit written comments relative to the State's plans within 14 days of receipt of the plans. Design plans in sufficient detail to be the basis for applications for all necessary zoning variances, permits and other approvals shall be prepared and submitted by the State to the City and the Association not later than March 1, 1986. The plans shall identify any trees with a diameter of greater than four inches which are proposed to be removed pursuant to the plans and shall include to the extent possible appropriate landscape screening from adjacent properties.

4. In its planning and development of the subject water access site, the State shall have the following rights, privileges, obligations and limitations:

a. Pursuant to the plans referred to in paragraph 3 above and any necessary licenses, permits, zoning variances and approvals, the State is authorized to excavate, grade and slope where necessary, remove

brush and trees where necessary, place gravel and bituminous on the area, post signs, and do any and all other work deemed necessary to establish and construct the water access site to Christmas Lake.

- b. All costs and expenses of installation of the water access site and the roadway construction referred to in paragraph 12 below shall be borne by the State.
- c. The State shall have the right at all times to enter upon the subject premises for any purpose necessary to the performance of its lawful powers and duties.

5. The Commissioner of the Minnesota Department of Natural Resources shall, before opening the access to public use, promulgate a Commissioner's Order limiting the horsepower size of boats using the access site to 25 horsepower or less for seven (7) boating seasons only. The City shall also adopt a local ordinance necessary to effectuate such a seven (7) year limitation on horsepower size of boats using the public access.

6. During the above seven (7) year period, the City and the homeowners shall investigate and carefully consider surface water use regulations for Christmas Lake which, following the seven (7) year period, shall be equally applied to all persons using the surface water of the lake, including residents riparian to Christmas Lake.

7. If, at the end of the seven (7) year period, there has been no implementation of surface water use regulations, it is understood that the water access site shall be open to boat and motor use by the general public without restriction as to

boat or motor size.

8. The City shall be responsible for and undertake the operation, maintenance and upkeep of the premises and will keep the same in a reasonably sanitary, neat and safe condition. Further, the City shall provide for the removal of litter and any ordinary and routine maintenance needed to keep the site in a safe, sanitary and operative condition, and the City shall arrange for adequate police protection of the access site. It is the intent of the parties hereto that no risk or liability shall be incurred by the State in connection with the operation and maintenance of the access site and all such risk and liability shall be assumed by the City.

9. The access site shall be free and shall remain open to the public every day of the year, at least 16 hours a day, which shall be between the hours of 4 o'clock a.m. and 10 o'clock p.m., as determined by the City, except in emergency situations or with prior written consent of the State. The City shall have no obligation hereunder to provide snowplowing for the water access site or the roadway.

10. The State, in cooperation with the City, may post a sign informing the public that the access site is cooperatively provided by the City and the Department of Natural Resources.

11. Robert W. Fayfield, as the actual or constructive owner of the subject parcel, shall apply for and seek to obtain from the State and local units of government all necessary licenses, permits, zoning variances and any other approvals necessary to develop, construct and operate a public water

access site on the subject parcel. The parties understand that the State contemplates development of the water access site to commence no later than June 1, 1986, and therefore the City agrees to process all requests for zoning variances, subdivision and other necessary approvals as quickly as possible. The parties understand that this Agreement in no way obligates the City to grant any zoning variances or other necessary approvals, because the City must conduct the requisite public hearings on such matters and make its decisions on the basis of the evidence presented at such hearings, without prejudgment. Robert W. Fayfield agrees that if such zoning variances, subdivision and other necessary approvals have not been obtained by May 1, 1986, he will acquire and donate the land described on Exhibit A attached hereto to the State for the same purposes and under the same conditions as provided herein. In that event, the State and the City will enter into an agreement for maintenance and operation of the water access site, on the same conditions as provided herein.

12. It shall be a condition of this Agreement that adequate roadway access to the water access site be provided for the use of the public. The improved roadway shall be paved with bituminous material with a finished surface width of 20 feet, with two foot unpaved shoulders on each side. The legal description of the roadway shall be 30 feet wide from the existing frontage road of Highway 7 southerly to the south boundary of the access site described in Exhibit A; the legal

description shall locate the roadway to the west of and adjacent to the water access site to the extent possible consistent with existing grades. The roadway shall be provided pursuant to an easement to be granted to the City of Shorewood, which shall be in perpetuity and not terminable by the City of Shorewood or otherwise so long as the water access site exists, except by a process substantially similar to that necessary to vacate a public roadway. The State shall not be responsible for any costs associated with the acquisition or maintenance of the roadway, and the City shall not be responsible for any costs associated with the acquisition or construction of the roadway. The City agrees to post and maintain "no parking" signs along said roadway, Radisson Road and Christmas Lake Road in the vicinity of the public water access.

13. Upon the execution of this Agreement by all parties, and upon the execution by Interstudy of that certain formal written agreement between Interstudy, Robert W. Fayfield and the Association to provide an easement for roadway access to the public water access and upon the Association obtaining the approval of the owners of two-thirds of the number of parcels of property abutting Christmas Lake to the amendment to paragraph two and three of the covenants and restrictions contained in Interstudy's deed to its property, the State shall dismiss, without prejudice, its condemnation action. The parties hereto understand that in the event that any condition hereinabove described is breached or otherwise not fulfilled, the State may seek to condemn other land for purposes of a

public access to Christmas Lake.

14. It is not the present intention of the State to acquire land for water access on Christmas Lake in addition to that described in this Agreement. However, if the State, in the future determines that it is necessary to acquire additional land for water access on Christmas Lake, it shall notify in writing the City and the Association before acquiring such land. Within 20 days of receiving notice from the State, the City or the Association shall submit in writing to the State any objections either may have to such acquisition. The State shall make written response to the objections within 20 days after receiving such objections. If the objecting party is not satisfied with the State's response and further contests the acquisition, it may request arbitration of the issues by a three-member arbitration panel. The State shall select one arbitrator and the objecting parties shall jointly select one arbitrator and the arbitrators so selected shall select the third arbitrator. The arbitration panel shall consider the objections and the State's response and any other evidence submitted by the parties. The State may proceed with the acquisition upon a finding by the panel that:

(1) The public health, safety and welfare would be substantially better served by the State's acquisition of the additional land; and

(2) The City or the owners of private land riparian to Christmas Lake will not be substantially adversely affected by such acquisition.

CHRISTMAS LAKE HOMEOWNERS
ASSOCIATION

By: Francis X. Fallon, Jr.
President

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By: Joseph N. Alexander
Commissioner

CITY OF SHOREWOOD

By: Robert Rascop
Robert Rascop, Mayor

By: Robert W. Fayfield
Robert W. Fayfield

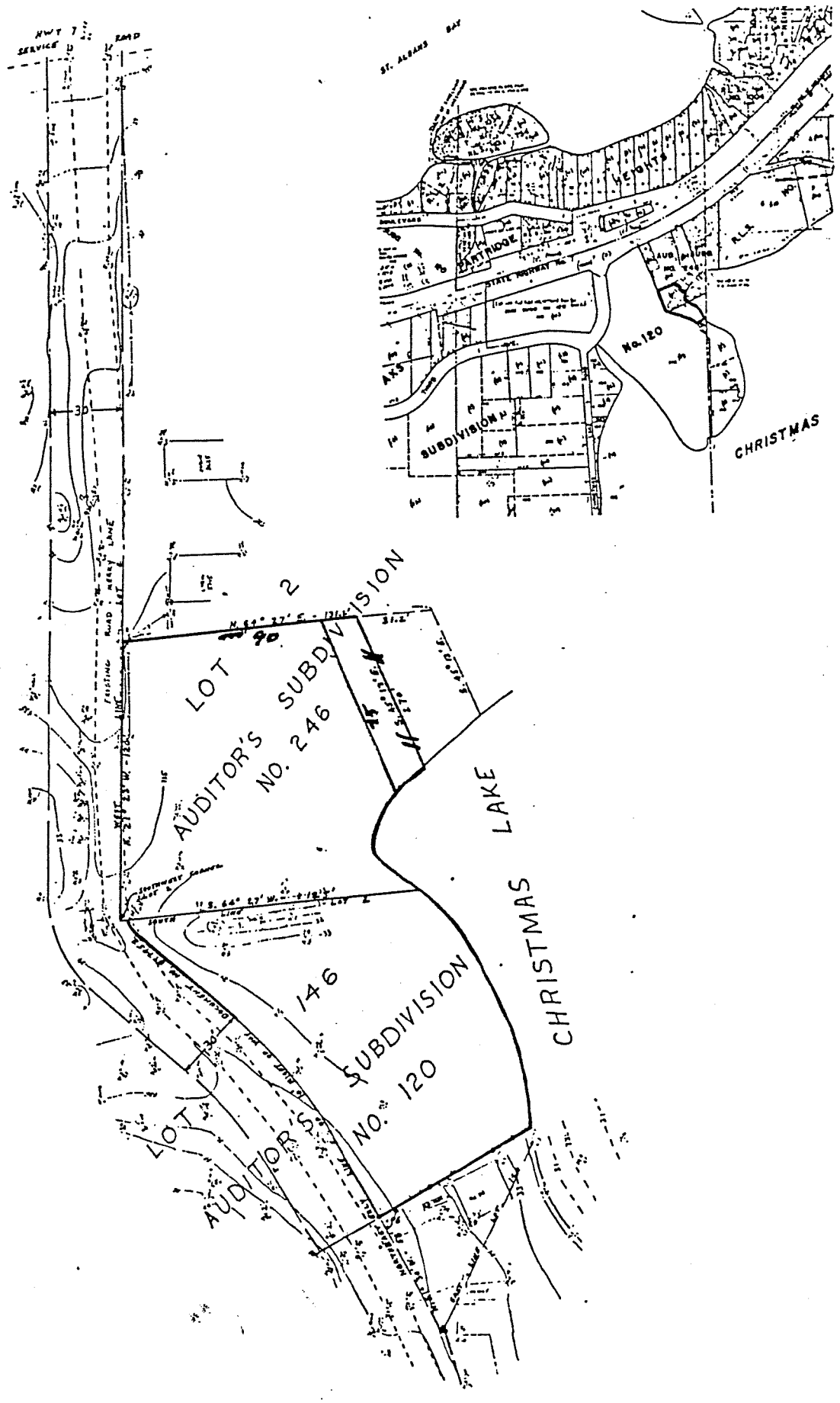
Exhibit A

Legal Description of Land to Donated

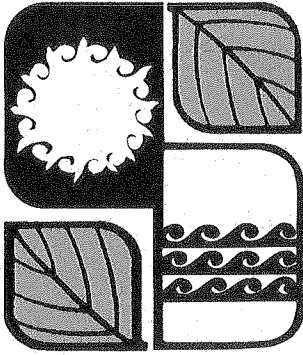
That part of Lot 2, Auditor's Subdivision Number 246 of Hennepin County, Minnesota, according to the plat thereof on file or of record in the office of the County Recorder in and for said county: Beginning at the southwest corner of said Lot 2; thence North 21 degrees 23 minutes West along the west line of said lot 120 feet to an iron stake; thence North 64 degrees 27 minutes East parallel with the south line of said lot 90 feet; thence South 45 degrees 13 minutes East 75 feet, more or less, to the water's edge of Christmas Lake; thence southerly along said water's edge to the south line of said lot; thence South 64 degrees 27 minutes West along said south line 125 feet, more or less, to the point of beginning.

ALSO:

That part of Lot 146, Auditor's Subdivision Number 120 of Hennepin County, Minnesota, according to the plat thereof on file or of record in the office of the County Recorder in and for said county, lying easterly of the northeasterly line of a certain 10 foot right of way deeded to Nels Bruce and described in deed Document No. 897952 and southerly of the south line of Lot 2, Auditor's Subdivision Number 246 of Hennepin County, Minnesota, EXCEPTING THEREFROM: Beginning at the intersection of the east line of said Lot 146 with the northeasterly line of a certain 10 foot right of way deeded to Nels Bruce and described in deed Document No. 897952; thence North 51 degrees 30 minutes West along the northeasterly line of said right of way a distance of 58 feet; thence northeasterly at right angles to said last line to the east line of said Lot 146; thence South along the east line of said lot to the point of beginning.



SCALE: 1" = 60'



CITY OF SHOREWOOD

5755 COUNTRY CLUB ROAD • SHOREWOOD, MINNESOTA 55331-8927 • (952) 960-7900
FAX (952) 474-0128 • www.ci.shorewood.mn.us • cityhall@ci.shorewood.mn.us

June 11, 2015

Rachel Hintzman
Parks and Trails Area Supervisor
1200 Warner Road
St. Paul, MN 55106

Dear Rachel,

Enclosed are the four copies of the Christmas Lake Public Water Access Cooperative Maintenance Agreement (all signed by the City of Shorewood Mayor and City Administrator). You can send the fully executed copy back to me. Thank you.

Sincerely,

Jean Panchyshyn
City Clerk
City of Shorewood

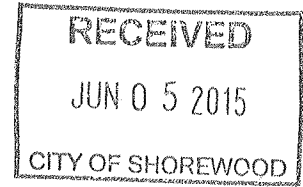
Enclosures



PRINTED ON RECYCLED PAPER

Hintzman, Rachel (DNR)

From: Hintzman, Rachel (DNR)
Sent: Monday, June 01, 2015 2:20 PM
To: 'Jean Panchyshyn'
Subject: RE: Christmas Lk Cooperative Maintenance Agreement



Jean,
That looks good.

I've just received the first signature on the agreement so I attached Exhibit A and C and have sent them on to you. Once you get signatures please send all four copies back to me. After we complete the signatures on our end, I'll send you a fully executed copy.
Thanks for your help!

Rachel Hintzman
Parks and Trails Area Supervisor
1200 Warner Road
St Paul, MN 55106
651-259-5875

From: Jean Panchyshyn [mailto:JPanchyshyn@ci.shorewood.mn.us]
Sent: Tuesday, May 26, 2015 6:17 PM
To: Hintzman, Rachel (DNR)
Subject: RE: Christmas Lk Cooperative Maintenance Agreement

Rachel,
Attached is a map showing the PID #'s. Let me know if this is ok, and let me know if you need anything else from us.
Thanks!

Jean Panchyshyn
City Clerk
City of Shorewood
952-960-7911

From: Hintzman, Rachel (DNR) [mailto:rachel.l.hintzman@state.mn.us]
Sent: Thursday, May 14, 2015 1:01 PM
To: Jean Panchyshyn
Subject: RE: Christmas Lk Cooperative Maintenance Agreement

Thanks Jean! Didn't mean to pressure you guys, just wanted to make sure you hadn't forgotten.

It looks like we can use the PID# as the parcel description but we'll need a map showing the PID#'s of this parcel and surrounding parcels. This way in case anything changes in the future we'll be able to tie that parcel number directly to a map so we all know the property the agreement refers to.

Please let me know if you have any questions regarding this.

**CHRISTMAS LAKE PUBLIC WATER ACCESS
COOPERATIVE MAINTENANCE AGREEMENT
THE STATE OF MINNESOTA AND THE CITY OF SHOREWOOD**

This Agreement, between the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources, hereinafter referred to as the "State" and the City of Shorewood hereinafter referred to as the "City".

WITNESSETH:

WHEREAS, the Commissioner of Natural Resources has the authority, duty, and responsibility under Minnesota Statutes Section 97A.141 to provide public access sites on lakes and rivers where access is inadequate; and

WHEREAS, the State and the City are authorized under Minnesota Statutes Section 471.59 to enter into Agreements to jointly or cooperatively exercise common powers; and

WHEREAS, the City owns land with PID 35-117-23-13-0038, which is located in Hennepin County, as shown on the Map which is attached and incorporated into this Agreement as Exhibit A; hereinafter referenced as the "Water Access"; and

WHEREAS, the State and City executed an Agreement dated 1/29/1986, and which remains in effect, regarding the acquisition, development, operations and maintenance of the Water Access, which is attached and incorporated into this Agreement as Exhibit B; and

WHEREAS, under the terms of the 1986 Agreement between the State and the City, the City is responsible for the operation and maintenance of the Water Access, including the ordinary and routine maintenance necessary to keep the facilities in a safe, sanitary and operative condition; and

WHEREAS, the State and City have determined that clarification of the responsibilities of each party for the continued cooperative operation and maintenance of the Water Access, as outlined in the 1986 Agreement, is a high priority; and

WHEREAS, the State and City have determined that a periodic review of the responsibilities of each party for the continued cooperative operation and maintenance of the Water Access is a high priority; and

WHEREAS, the State and the City agree that this Agreement does not void nor negate any part of the 1986 Agreement; and

WHEREAS, a resolution or copy of the City Council meeting minutes authorizing the City to enter into this Agreement is attached and incorporated into this Agreement as Exhibit C; and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the public bodies hereto and for the benefit of the general public, the parties agree as follows:

I. STATE'S DUTIES AND RESPONSIBILITIES

- a. The State shall manage and administer the Water Access as established.
- b. The State shall provide technical assistance to the City for the repair of the launch ramp, parking area improvements, and continued compliance with the Americans with Disabilities Act.
- c. The State will provide the following materials as needed to the City for the maintenance on the Water Access, to include:
 1. Concrete Planks.
 2. Docks and Dock parts and accessories.
 3. All boating related informational signs for a facility as determined by Department of Natural Resources policy.
- d. The State's required maintenance standard for the Water Access includes following the State's invasive species

management guidelines as shown in and attached and incorporated into this Agreement as Exhibit D.

- e. The State shall be solely responsible for all improvements approved by the State and developed within the Water Access during the Term of this Agreement.
- f. The State shall provide for all maintenance of the Water Access not addressed through this maintenance Agreement.
- g. The State reserves the right to inspect the facility at any time to ensure that the City is in compliance with this Agreement.

II. CITY'S DUTIES AND RESPONSIBILITIES

- a. The City shall maintain the Water Access consistent with all local, state, and federal laws, regulations and rules that may apply to the operation and maintenance of the facility.
- b. The City shall conduct the maintenance on the Water Access which shall include, but not be limited to the following:
 - 1. Bituminous surface patching and shoulder maintenance as reasonably necessary to maintain a smooth, safe, and usable surface.
 - 2. Maintenance of visible pavement markings.
 - 3. Launch ramp repair and maintenance, including spring repair prior to the second Saturday in May of each year.
 - 4. Dock installation prior to second Saturday in May, removal between October 1 and November 1 of each year and seasonal adjustments as required by the lake's surface levels.
 - 5. Litter pickup and removal.
 - 6. Mowing and vegetation trimming at the same frequency as other, similar City recreational facilities.
 - 7. Repair and reinstallation of Water Access related signs and signposts.
 - 8. Snow removal at the discretion of the City.
 - 9. Provide and maintain a single Portable toilet, which shall meet the requirements of the ADA, between the second Saturday in May and November 1st of each year.
- c. The City shall conduct the required maintenance for the Water Access in compliance with the State's invasive species management guidelines as shown in and attached and incorporated into this Agreement as Exhibit D.

III. FUNDING

The State shall provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g) above, however, the total obligation of the State shall be limited to the amount of funds legislatively appropriated and administratively allocated to this project. The State may also provide funding for its responsibilities under Article I (a)(b)(c)(d)(e)(f)(g) above through the standard internal purchasing process including, but not limited to, a separate requisition in which funds will be encumbered. No additional funding will be provided, unless agreed upon by all parties and an amendment to this Agreement is completed and executed.

IV. LIABILITY

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by the law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, and other applicable law. The City's liability shall be governed by Minnesota Statutes Sections 466.01-466.15, and other applicable law.

V. TERM

- a. *Effective Date:* January 1, 2015, or when the State obtains all required signatures under Minnesota Statutes Section 16C.05, Subdivision 2, **whichever is later**. The City shall not begin work under this

Agreement until it is fully executed and the City has been notified by the State's authorized representative to begin the work.

- b. *Expiration Date: January 1, 2035*, except as otherwise provided herein or agreed to in writing by both parties.

VI. AUDIT

Under Minnesota Statutes Section 16C.05, sub. 5, the books, records, documents and accounting procedures and practices of the City relevant to the Agreement shall be subject to examination by the Commissioner of Natural Resources, the Legislative Auditor and the State Auditor for a minimum of six years from the end of this Agreement.

VII. ANTITRUST

The City hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this Agreement resulting from antitrust violations that arose under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

VIII. CANCELLATION

This Agreement may be cancelled by the State at any time with cause or as necessary as provided in Article III, upon thirty (30) days written notice to the City. This Agreement may be cancelled by the City at any time with or without cause with (30) days written notice to the State.

This Agreement may also be cancelled by the State if it does not obtain funding from the Minnesota Legislature, or other funding sources, or if funding cannot be continued at a level sufficient to allow for the completion of the activities covered under this Agreement. The State will notify the City by written or fax notice. The City will also notify the State by written or fax notice. The State will not be obligated to pay for services provided after the notice is given and the effective date of cancellation. The State will not be assessed any penalty if the Agreement is cancelled because of a decision of the Minnesota Legislature, or other funding source, not to appropriate the necessary funds. The State shall provide the City notice of lack of funding within a reasonable time of the State's receiving that notice.

IX. GOVERNMENT DATA PRACTICES

The City and the State must comply with the Minnesota Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City 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 City or the State.

X. PUBLICITY AND ENDORSEMENT

Any publicity regarding the subject matter of this Agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the City individually or jointly with others, or any subcontractors, with respect to the program and services provided from this Agreement.

XI. COMPLETE AGREEMENT

This Agreement, and amendments, constitutes the entire Agreement between the parties. 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.

XII. OTHER TERMS AND CONDITIONS

NOTICES: Any notice, demand or communication under this Agreement by either party to the other shall be deemed to be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid to:

The State

Minnesota Department of Natural Resources
Parks and Trails Division Area (3B) Supervisor
1200 Warner Road
St. Paul, MN 55106

The City

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

IN WITNESS WHEREOF, the parties have caused the Agreement to be duly executed intending to be bound thereby.

DEPARTMENT OF NATURAL RESOURCES

By: Papoff
Title: Acting Deputy Director
Date: 06/30/2015

CITY OF SHOREWOOD

By: [Signature]
Title: City Administrator
Date: 6-11-15

DEPARTMENT OF ADMINISTRATION
Delegated to Materials Management Division

By: Original Signed
Title: JUL 20 2015
Date: by Christina Wong
(Effective Date) 42802

CITY OF SHOREWOOD

By: [Signature]
Title: Mayor
Date: 6-11-15

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as req.
by Minn. Stat. 16A.15 and 16C.05.

Signed: Lauree Jolska
Date: 5-18-15
Contract: 93272

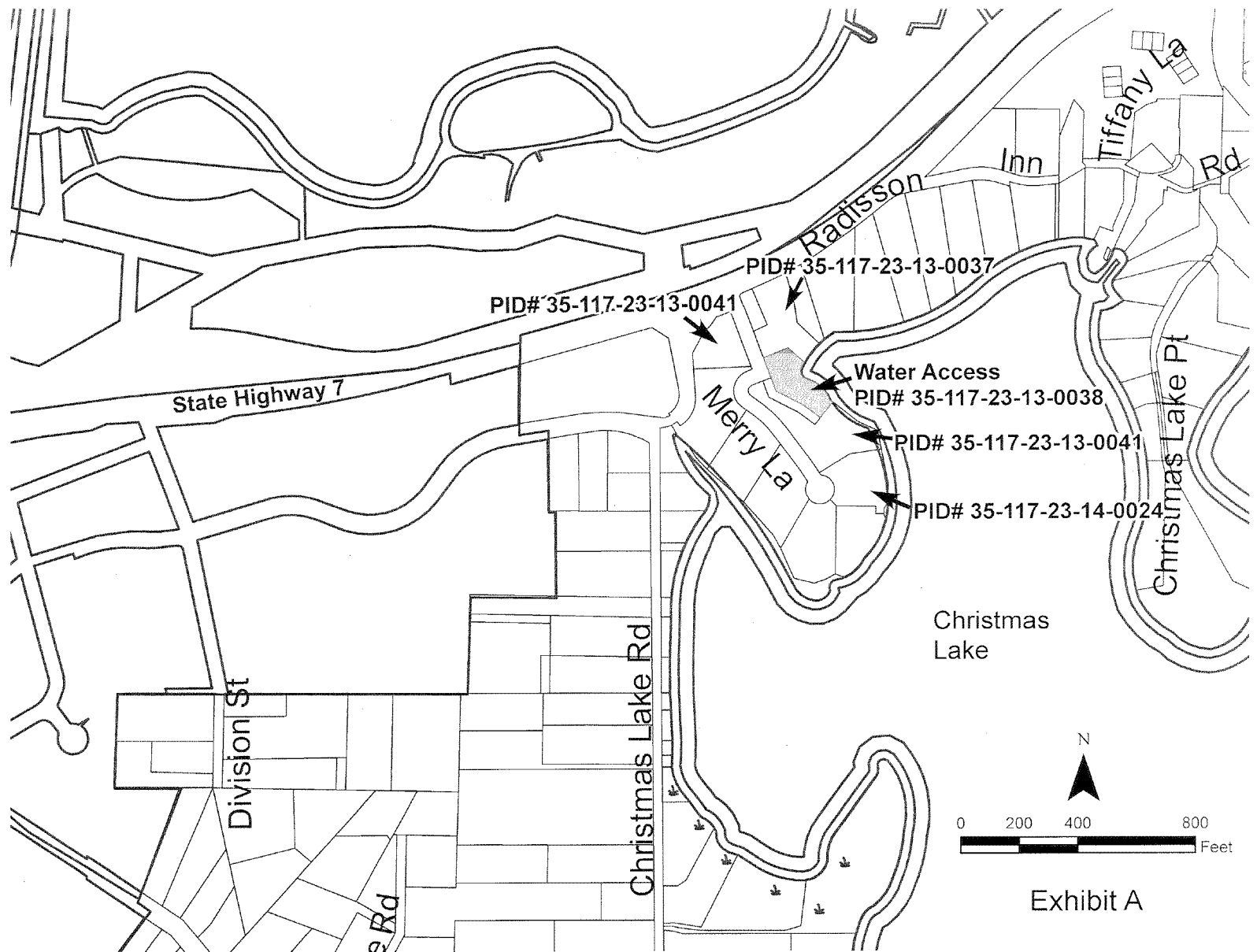


Exhibit A

FILE COPY

CHRISTMAS LAKE

AGREEMENT

THIS AGREEMENT, made this 29 day of January, 1986, by and between Christmas Lake Homeowners' Association (hereinafter referred to as the "Association"), and the State of Minnesota, acting by and through the Commissioner of the Department of Natural Resources (hereinafter referred to as the "State") and the City of Shorewood, Minnesota (hereinafter referred to as the "City"), and Robert W. Fayfield.

W I T N E S S E T H:

WHEREAS, the Commissioner of Natural Resources has the authority, duty and responsibility under Minn. Stat. §97.48, subd. 15, to provide the public with water access sites on lakes where no access exists or access is inadequate; and

WHEREAS, Christmas Lake Homeowners' Association is an association representing the riparian owners of land on Christmas Lake, a body of approximately 267 acres of water located in the cities of Shorewood and Chanhassen, Minnesota; and

WHEREAS, the State, pursuant to a resolution of the Minnesota Executive Council, has commenced an action in condemnation to acquire the following land for a water access site to Christmas Lake, to-wit:

Lot 2, Block 1, Christmas Lake Addition, according to the plat thereof on file in the office of the Hennepin County Registrar of Titles;

and

EXHIBIT B

WHEREAS, Robert W. Fayfield, a member of the Association, has offered to acquire and donate the land described on Exhibit A attached hereto to the City for purposes of a public access to Christmas Lake; and

WHEREAS, the State is agreeable to the developing, operating and maintaining of a public water access site on the offered property, to be used for public recreational facilities, and the State, Association and City are willing to abide by the terms and conditions hereinafter set forth; and

WHEREAS, the Association is willing to give its approval to such a donation and the Commissioner is willing to dismiss the condemnation action referred to above upon the conditions hereinafter described.

NOW, THEREFORE, for and in consideration of the covenants and promises hereinafter made to be observed and performed, it is hereby agreed by the parties to this Agreement that:

1. That certain parcel of land described on Exhibit A attached hereto, located adjacent to Christmas Lake, now owned by Interstudy and to be acquired by Robert W. Fayfield pursuant to an agreement with Interstudy, will be donated on or before May 1, 1986 to the City of Shorewood for use as a public water access site to said Christmas Lake. The donation will be unconditional and irrevocable, save that it may include a right of reverter in the event the State shall enlarge this water access site or shall acquire and develop another water access site on Christmas Lake, or if an additional water access site providing access for boats not inferior to this public access

in number of parking spaces and hours of operation is developed on Christmas Lake by any other public body.

2. The public access shall contain a boat ramp and a parking area which will accommodate no more than seven (7) parking places for motor vehicles with boat trailers.

3. The public access will be planned, developed and funded by the State of Minnesota, pursuant to design plans which shall be submitted by the State to the City and the Association for review and comment. The City and the Association shall each have the right to submit written comments relative to the State's plans within 14 days of receipt of the plans. Design plans in sufficient detail to be the basis for applications for all necessary zoning variances, permits and other approvals shall be prepared and submitted by the State to the City and the Association not later than March 1, 1986. The plans shall identify any trees with a diameter of greater than four inches which are proposed to be removed pursuant to the plans and shall include to the extent possible appropriate landscape screening from adjacent properties.

4. In its planning and development of the subject water access site, the State shall have the following rights, privileges, obligations and limitations:

a. Pursuant to the plans referred to in paragraph 3 above and any necessary licenses, permits, zoning variances and approvals, the State is authorized to excavate, grade and slope where necessary, remove

brush and trees where necessary, place gravel and bituminous on the area, post signs, and do any and all other work deemed necessary to establish and construct the water access site to Christmas Lake.

- b. All costs and expenses of installation of the water access site and the roadway construction referred to in paragraph 12 below shall be borne by the State.
- c. The State shall have the right at all times to enter upon the subject premises for any purpose necessary to the performance of its lawful powers and duties.

5. The Commissioner of the Minnesota Department of Natural Resources shall, before opening the access to public use, promulgate a Commissioner's Order limiting the horsepower size of boats using the access site to 25 horsepower or less for seven (7) boating seasons only. The City shall also adopt a local ordinance necessary to effectuate such a seven (7) year limitation on horsepower size of boats using the public access.

6. During the above seven (7) year period, the City and the homeowners shall investigate and carefully consider surface water use regulations for Christmas Lake which, following the seven (7) year period, shall be equally applied to all persons using the surface water of the lake, including residents riparian to Christmas Lake.

7. If, at the end of the seven (7) year period, there has been no implementation of surface water use regulations, it is understood that the water access site shall be open to boat and motor use by the general public without restriction as to

boat or motor size.

8. The City shall be responsible for and undertake the operation, maintenance and upkeep of the premises and will keep the same in a reasonably sanitary, neat and safe condition. Further, the City shall provide for the removal of litter and any ordinary and routine maintenance needed to keep the site in a safe, sanitary and operative condition, and the City shall arrange for adequate police protection of the access site. It is the intent of the parties hereto that no risk or liability shall be incurred by the State in connection with the operation and maintenance of the access site and all such risk and liability shall be assumed by the City.

9. The access site shall be free and shall remain open to the public every day of the year, at least 16 hours a day, which shall be between the hours of 4 o'clock a.m. and 10 o'clock p.m., as determined by the City, except in emergency situations or with prior written consent of the State. The City shall have no obligation hereunder to provide snowplowing for the water access site or the roadway.

10. The State, in cooperation with the City, may post a sign informing the public that the access site is cooperatively provided by the City and the Department of Natural Resources.

11. Robert W. Fayfield, as the actual or constructive owner of the subject parcel, shall apply for and seek to obtain from the State and local units of government all necessary licenses, permits, zoning variances and any other approvals necessary to develop, construct and operate a public water

access site on the subject parcel. The parties understand that the State contemplates development of the water access site to commence no later than June 1, 1986, and therefore the City agrees to process all requests for zoning variances, subdivision and other necessary approvals as quickly as possible. The parties understand that this Agreement in no way obligates the City to grant any zoning variances or other necessary approvals, because the City must conduct the requisite public hearings on such matters and make its decisions on the basis of the evidence presented at such hearings, without prejudgment. Robert W. Fayfield agrees that if such zoning variances, subdivision and other necessary approvals have not been obtained by May 1, 1986, he will acquire and donate the land described on Exhibit A attached hereto to the State for the same purposes and under the same conditions as provided herein. In that event, the State and the City will enter into an agreement for maintenance and operation of the water access site, on the same conditions as provided herein.

12. It shall be a condition of this Agreement that adequate roadway access to the water access site be provided for the use of the public. The improved roadway shall be paved with bituminous material with a finished surface width of 20 feet, with two foot unpaved shoulders on each side. The legal description of the roadway shall be 30 feet wide from the existing frontage road of Highway 7 southerly to the south boundary of the access site described in Exhibit A; the legal

description shall locate the roadway to the west of and adjacent to the water access site to the extent possible consistent with existing grades. The roadway shall be provided pursuant to an easement to be granted to the City of Shorewood, which shall be in perpetuity and not terminable by the City of Shorewood or otherwise so long as the water access site exists, except by a process substantially similar to that necessary to vacate a public roadway. The State shall not be responsible for any costs associated with the acquisition or maintenance of the roadway, and the City shall not be responsible for any costs associated with the acquisition or construction of the roadway. The City agrees to post and maintain "no parking" signs along said roadway, Radisson Road and Christmas Lake Road in the vicinity of the public water access.

13. Upon the execution of this Agreement by all parties, and upon the execution by Interstudy of that certain formal written agreement between Interstudy, Robert W. Fayfield and the Association to provide an easement for roadway access to the public water access and upon the Association obtaining the approval of the owners of two-thirds of the number of parcels of property abutting Christmas Lake to the amendment to paragraph two and three of the covenants and restrictions contained in Interstudy's deed to its property, the State shall dismiss, without prejudice, its condemnation action. The parties hereto understand that in the event that any condition hereinabove described is breached or otherwise not fulfilled, the State may seek to condemn other land for purposes of a

public access to Christmas Lake.

14. It is not the present intention of the State to acquire land for water access on Christmas Lake in addition to that described in this Agreement. However, if the State, in the future determines that it is necessary to acquire additional land for water access on Christmas Lake, it shall notify in writing the City and the Association before acquiring such land. Within 20 days of receiving notice from the State, the City or the Association shall submit in writing to the State any objections either may have to such acquisition. The State shall make written response to the objections within 20 days after receiving such objections. If the objecting party is not satisfied with the State's response and further contests the acquisition, it may request arbitration of the issues by a three-member arbitration panel. The State shall select one arbitrator and the objecting parties shall jointly select one arbitrator and the arbitrators so selected shall select the third arbitrator. The arbitration panel shall consider the objections and the State's response and any other evidence submitted by the parties. The State may proceed with the acquisition upon a finding by the panel that:

(1) The public health, safety and welfare would be substantially better served by the State's acquisition of the additional land; and

(2) The City or the owners of private land riparian to Christmas Lake will not be substantially adversely affected by such acquisition.

CHRISTMAS LAKE HOMEOWNERS
ASSOCIATION

By: Francis X. Fallon, Jr.
President

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

By: Joseph N. Alexander
Commissioner

CITY OF SHOREWOOD

By: Robert Rascop
Robert Rascop, Mayor

By: Robert W. Fayfield
Robert W. Fayfield

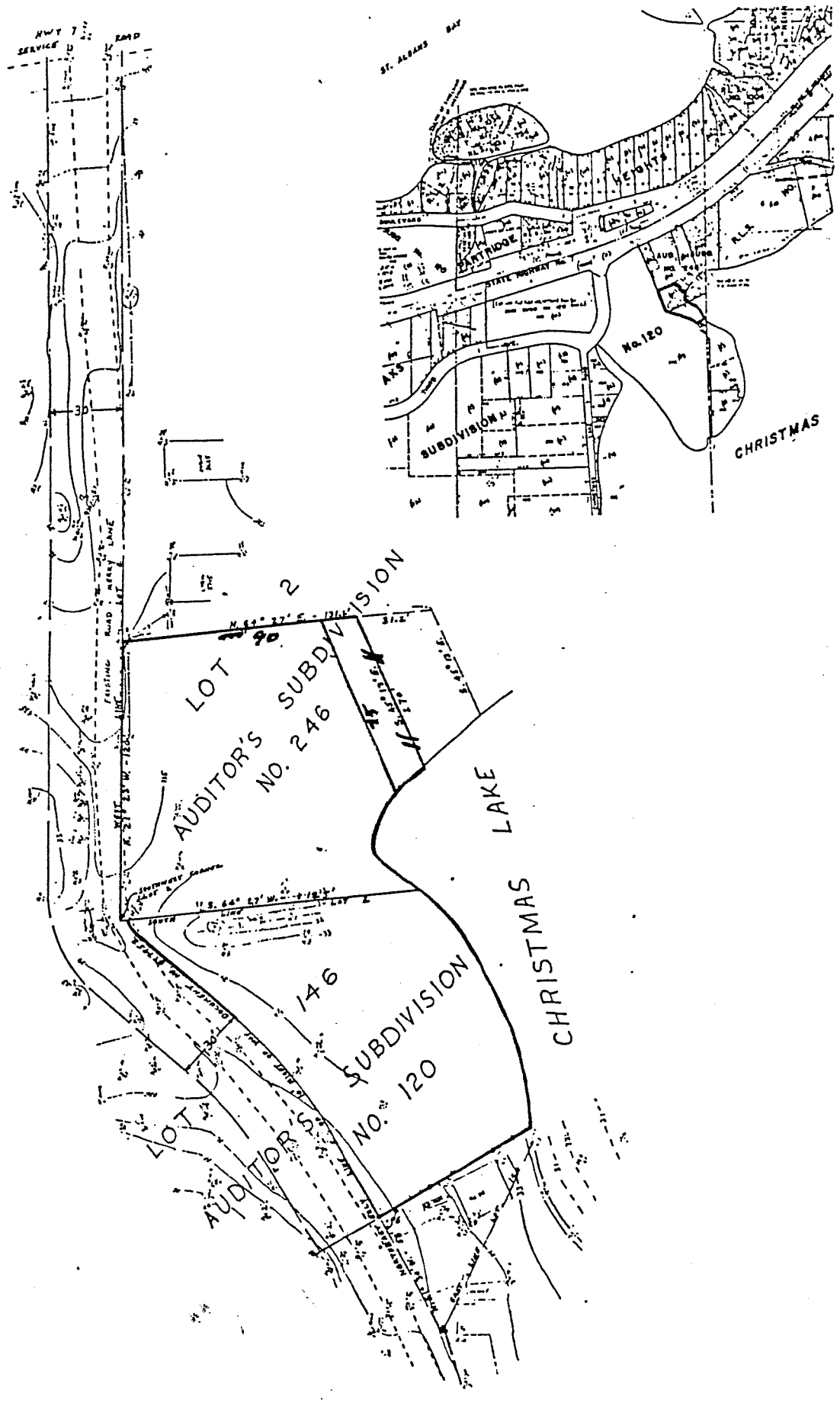
Exhibit A

Legal Description of Land to Donated

That part of Lot 2, Auditor's Subdivision Number 246 of Hennepin County, Minnesota, according to the plat thereof on file or of record in the office of the County Recorder in and for said county: Beginning at the southwest corner of said Lot 2; thence North 21 degrees 23 minutes West along the west line of said lot 120 feet to an iron stake; thence North 64 degrees 27 minutes East parallel with the south line of said lot 90 feet; thence South 45 degrees 13 minutes East 75 feet, more or less, to the water's edge of Christmas Lake; thence southerly along said water's edge to the south line of said lot; thence South 64 degrees 27 minutes West along said south line 125 feet, more or less, to the point of beginning.

ALSO:

That part of Lot 146, Auditor's Subdivision Number 120 of Hennepin County, Minnesota, according to the plat thereof on file or of record in the office of the County Recorder in and for said county, lying easterly of the northeasterly line of a certain 10 foot right of way deeded to Nels Bruce and described in deed Document No. 897952 and southerly of the south line of Lot 2, Auditor's Subdivision Number 246 of Hennepin County, Minnesota, EXCEPTING THEREFROM: Beginning at the intersection of the east line of said Lot 146 with the northeasterly line of a certain 10 foot right of way deeded to Nels Bruce and described in deed Document No. 897952; thence North 51 degrees 30 minutes West along the northeasterly line of said right of way a distance of 58 feet; thence northeasterly at right angles to said last line to the east line of said Lot 146; thence South along the east line of said lot to the point of beginning.



SCALE: 1" = 60'

CITY OF SHOREWOOD

RESOLUTION NO. 15-030

**A RESOLUTION AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO
EXECUTE THE CHRISTMAS LAKE PUBLIC WATER ACCESS COOPERATIVE
MAINTENANCE AGREEMENT WITH THE STATE OF MINNESOTA**

WHEREAS, on January 29, 1986 the City of Shorewood, the State of Minnesota Department of Natural Resources, and the Christmas Lake Homeowners Association entered into an agreement for the operation and maintenance of the Christmas Lake Public Boat Access; and

WHEREAS, the Department of Natural Resources has requested an amendment to said agreement to clarify maintenance responsibilities between the State and the City.

BE IT RESOLVED that the Mayor and City Administrator are authorized to enter into the attached Christmas Lake Public Water Access Cooperative Maintenance Agreement with the State of Minnesota, Department of Natural Resources;

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 27th day of April, 2015.

ATTEST:



Jean Panchyshyn, City Clerk



Scott Zerby, Mayor

EXHIBIT C

Minnesota Department of Natural Resources
Division of Parks and Trails

**Guidelines for Implementation of Operational Order 113:
Preventing the Introduction and Spread of Invasive Species**

April 23, 2012



Garlic Mustard (*Alliaria petiolata*) Infestation

**The Invasive Species Operational Order 113 Discipline Guidelines for the Parks and Trails
Division, have been accepted and approved.**

A handwritten signature in black ink, which appears to read "Courtland Nelson". The signature is written in a cursive, flowing style.

Approved by: Courtland Nelson - Division Director

4/23/2012

Date

I INTRODUCTION and PURPOSE

The purpose of these guidelines is to provide Division of Parks and Trails (PAT) staff with the information needed to prevent and reduce the introduction and spread of invasive species in accordance with MNDNR Operational Order #113 - Invasive Species (http://files-intranet.dnr.state.mn.us/user_files/1920/oporder_113.pdf). These guidelines apply on PAT - administered lands and public waters; as well as to actions that PAT regulates, permits, or funds (grants). The Operational Order applies to PAT staff, contractors, volunteers, and cooperators working on DNR's behalf.

Invasive species are the second most significant threat to biodiversity in the United States, negatively affecting about half of all rare species. Invasive species can become introduced through a variety of pathways, but two of the most important are through accidental introduction during development/management activities or inadvertent introduction by our visitors during recreational activities.

The Division of Parks and Trails (PAT) administers over 300,000 acres of land containing hundreds of rare species of plants and animals as well as some of the best representations of native plant communities in the state. In addition PAT administers several grant programs, etc. totaling several million dollars annually that affect many additional acres.

General Responsibilities

Division Director, Deputy Director, Regional Managers, Regional Operations Managers, Strategic Program Managers, and District Supervisors – These individuals provide leadership regarding implementation of Operational Order # 113 and approved division guidelines. They ensure that personnel they supervise have the training, equipment and support necessary to conduct activities in ways that will prevent/reduce the introduction and spread of invasive species.

Resource Program Staff – provide technical assistance to division staff, develop training materials, help conduct/coordinate training, and assist with updating and implementing division guidelines as needed.

Project Manager – The project manager is the person who oversees the implementation of a project on site. This may be any one of a number of positions in the division, such as a Park Manager, Area Supervisor, Trail Technician, or owner's representative (such as Division of Operations Services\Facilities). It is the responsibility of the project manager to ensure the implementation of the operational order and these guidelines as they pertain to specific work activities. If the project manager is not a PAT employee, it will be important that PAT staff communicate/coordinate with the project manager to insure that the guidelines are implemented.

Invasive Species Operational Order #113 Oversight Committee - This Department committee is responsible for review of division invasive species guidelines, coordinating review and monitoring of the invasive species operational order and for maintain an Op Order 113 webpage/site on the DNR Intranet:

http://intranet.dnr.state.mn.us/eco/invasive_species/op_order_113.html

The Resource Management Program Consultant is the division's representative on this committee.

II GENERAL PROCEDURES

The practices outlined below will be carried out by Division of Parks and Trails staff as well as, outside contractors, lease holders, and grant-in-aid trail managers working on DNR land.

1. Assess each site prior to any planned action

- a. Inventory invasive species
 - i. Identify invasive species on the site and in the vicinity http://files-intranet.dnr.state.mn.us/user_files/3026/op_order_113_handbook_species_list.pdf
 - ii. Check for invasive forest pests such as oak wilt, Dutch elm disease to inform planned action. http://www.dnr.state.mn.us/treecare/forest_health/index.html
 - iii. Check if the water body being worked in is on the state list of infested waters. http://files.dnr.state.mn.us/eco/invasives/infested_waters.pdf. However, plan and conduct activities as if the water body is infested.
- b. Control and/or avoid invasive species to prevent their spread.
- c. Use the DNR's standard protocol if mapping invasive species.

2. Importing and moving of material (such as gravel, soil, mulch, plants)

- a. Minimize the import of outside materials.
- b. Stock pile and re-use material on site.
- c. Prevent establishment of invasive species in stock-piled material.
- d. Prevent the introduction of invasive species in imported material by:
 - i. Specifying certified weed free seed, gravel, topsoil, mulch etc. OR
 - ii. Inspecting and source-identifying materials that are not certified weed free, OR.
 - iii. Scraping off top 6-12" and segregating on site if a site is contaminated.
- e. Inspect and clean containers brought on site for plant parts, such as seeds and root fragments, soil and animals.
- f. Prohibit the use of non-approved firewood on Division administered lands in accordance with PAT Policy # 37
http://intranet.dnr.state.mn.us/parks_recreation/pgd/policies/approvedPolicies/approved.html.
- g. It is illegal to transport along a public highway materials/equipment containing the propagating parts of invasive species designated as noxious weeds by the MN Dept. of Agriculture without a permit (MS 18.82). A list of species identified as noxious weeds can be found at <http://www.mda.state.mn.us/plants/badplants/noxiouslist.aspx>.
- h. Re-vegetate with plants native to the area or a cover crop as appropriate, to allow native plants re-populate.

3. **Moving equipment and gear (such as heavy equipment, mowers, ATVs, tools, personal gear)**
 - a. Clean vehicles or other equipment before arriving or leaving a site.
 - b. Go to the MNDNR Intranet Operational Order 113 page http://intranet.dnr.state.mn.us/eco/invasive_species/op_order_113.html for information on equipment cleaning http://files-intranet.dnr.state.mn.us/user_files/3026/equipmentcleaning.pdf under the Educational Materials paragraph.
 - c. Locations of pressure washers: http://files-intranet.dnr.state.mn.us/user_files/3026/list_of_power_washers.pdf.
 - d. Work in un-infested sites before moving to infested sites and clean equipment with a brush or leaf blower at a minimum before moving to another site.
 - e. Stay off a site under wet conditions to minimize rutting and compaction which can cause excessive soil disturbance.
 - f. Schedule work when the ground is frozen whenever this is practical to minimize damage to native groundcover.
 - g. Minimize vegetation and soil disturbance for all activities.
 - h. Minimize the number of access points to a site.
 - i. Survey the site at the beginning of an activity and control any invasive species that may be problematic before moving in with equipment, (part of resource assessment and planning).
 - j. Avoid parking in or moving equipment through patches of invasive species.
 - k. Attempt to work in infested sites only when no seed-bearing invasive plants are present.
 - l. Use brushes to clean tools, boots and clothing in a controlled area before leaving or arriving at a site; remove loose soils and plant material.
4. **Monitor each site after development**
 - a. Monitor regularly for new outbreaks of invasive species throughout all PAT units but especially on newly developed sites or material import sites and control them in a timely manner.
 - b. Document new outbreaks for follow up treatment.

III. ADDITIONAL CONSIDERATIONS FOR SPECIFIC ACTIVITIES

Maintenance /Management Activities

Chemical treatment with an ATV, tractor or spot sprayer

- a. Follow Operational Order #59, and associated Pesticide and Pest Control Guidelines when applying herbicides.
- b. Apply treatment when effectiveness is maximized for target species.
- c. Use appropriate chemical application rate for target species.
- d. Use selective herbicides with the least soil residual activity.

Gravel application and blading

- a. Use clean, weed free material.
- b. Ensure that all equipment is clean.
- c. Check for new infestations from the seed bank.

- d. Control invasive plants in a timely manner after gravel application or blading.
- e. Map and monitor new gravel applications for potential invasive species.

Historic settings: use of non-natives and cultivated plant species in

- a. Understand the invasiveness of historic non-native species before disturbing historic sites or re- introducing these species.
- b. Do not replant highly invasive historic species.
- c. Non-invasive non-native plants/cultivated species will be preserved in the following 4 types of historic settings in PAT:
 - 1. Formally planned landscapes or at sites where the intent to have a formally developed landscape is clear.
 - 2. At abandoned town sites.
 - 3. At European cemetery sites.
 - 4. At original landscapes, such as farmsteads and home sites.

Horse camps, trails or boarding facilities feed, bedding and manure

- a. Designate areas for storage of horse feed, bedding and manure.
- b. Dispose of materials off site at a frequency, and method agreed upon by the park manager.
- c. Develop a composting system that contains invasive plant material until rendered harmless. <http://whatcom.wsu.edu/ag/compost/horsecompost2.htm>
- d. Enforce horseback riding only on designated trails and in other areas identified for horse use.

Mowing

- a. Keep repeated mowing of native vegetation to a minimum.
- b. Mow areas with invasive species during bud or early blooming stage when plants are most vulnerable.
- c. Mow two passes throughout the season on rail trails that are groomed for snowmobiling, thereby avoiding spreading weed seeds in the fall.
- d. Mow un-infested areas separate from infested areas.
- e. Set mower height so soil is not disturbed.
- f. Require contract mowing at locations such as Public Water access sites to follow the same protocol.

Planting nursery stock

- a. Obtain native plants and seeds of local origin to the greatest extent possible.
- b. Inspect potted nursery stock for invasive species hitch-hiking in potted plants.
- c. Obtain locally sourced and inspected materials if certified weed free is not available.

Prescribed burning

Control as needed invasive species which were stimulated by prescribed burning.

Pulling invasive species: mechanical or by hand

- a. Disturb soil as little as possible when pulling by hand as it may stimulate the seed bank.
- b. Pull when soil is moist so roots can be removed more easily.
- c. Bag pulled plants if they are in late blooming stage and remove from the site or burn on site in an area that does not impact native vegetation.

- d. Compost invasive species material only at a commercial composting site where high composting temperatures most likely kill seeds.
<http://whatcom.wsu.edu/ag/compost/horsecompost2.htm>

Ramp install, repair, and removal of docks, channel markers and buoys

- a. Follow General Procedures 1. A. iii. (page 3) and proceed accordingly.
- b. Store docks, buoys and channel markers on site or clean thoroughly before moving them.
- c. Implement aquatic invasive species (AIS) best management practices described in the guidebook (see link below).
http://files.dnr.state.mn.us/eco/invasives/bmp_ais_guidebook_draft_12_16_2011.pdf

Site visits by staff, non-motorized and motorized

- a. Brush off boots, especially treads and clothing, including inside cuffs before moving from one site to another.
- b. Arrive on site with a clean vehicle and clean before going to the next site.
- c. Schedule site visits, if possible, when conditions are the least damaging to natural vegetation.
- d. Schedule visits if possible when invasive species are not seed bearing.
- e. Avoid parking vehicles in infested areas.
- f. Follow the most recent decontamination protocol for White Nose Syndrome in bats when visiting caves and mines. www.fws.gov/WhiteNoseSyndrome/research
- g. Do not use felt soled waders.

Sweeping and grooming hardened surface trails

- a. Control invasive species in a timely manner so seeds are not spread by sweeping or grooming equipment.

Tree and brush removal: mechanical

- a. Work in infested sites only when invasive species are not seed bearing.
- b. Plan ahead and cut or chemically treat invasive species during rosette, bud or blooming stage.
- c. Remove invasive woody species and hazard trees first before selectively removing other species, leaving native small shrubs and herbaceous ground cover intact.
- d. Drop and scatter tops/brush within the project area, instead of building brush piles
- e. Move excessive cut material off site to biomass recycling facility, or pile woody material in already disturbed areas and make piles tall and narrow.
- f. Do not chip excess biomass into groundcover vegetation on site.

Perennially wet trails with bare soil

- a. Avoid wet areas when siting new trails.
- b. Re-route, harden or elevate the surface on existing trails/forest roads.
- c. Close the trail temporarily.

Construction Activities

- a. Use MR specifications for outside contracts, see http://files-intranet.dnr.state.mn.us/user_files/1920/oporder113_mr.pdf
- b. Consult natural resources assessment and associated project planning.

Pre-construction

- a. Identify and protect unique natural features and plant communities of the site.
- b. Identify and record invasive plants and control before starting construction.
- c. Fence off ecologically sensitive native vegetation to be protected, keep machinery off to avoid soil compaction that damages roots and limits water infiltration.
- d. Fence off trees to be protected at their drip line (extent of crown) to avoid root damage, bark damage and soil compaction.
- e. Salvage native plants from the site when feasible to replant after construction.

Construction

- a. Monitor construction process to ensure that project specifications are followed in order to avoid the spread of invasive species.
- b. Stockpile topsoil from the site and re-apply after construction. Cover or treat with herbicide if it is stored for more than one season.
- c. Specify weed free material imports, such as gravel, soil, and mulch if possible or know the source of material imports and check frequently for potential new infestations if certified weed free material is not available.
- d. Use erosion control blankets, weed free certified straw, or hydro-mulch, those materials contain no weed seeds.
- e. Re-vegetate a newly developed site with salvaged native plants from the site or obtain plants/seeds native to the area.

Visitor Activities

Recreational use can play a significant role in the spread of invasive species, year round. Due to the high number of visitors to PAT lands the division has the responsibility and opportunity to demonstrate and educate visitors regarding efforts to prevent/reduce the introduction and spread of invasive species.

- a. Increase public awareness of invasive species:
 - i. Educate visitors about each unit's (park, trail water access site) specific condition.
 - ii. Provide boot brush kiosks at walking trail accesses.
- b. Teach prevention and control BMP's at annual gatherings of user groups.
- c. Present information at fairs and outdoor equipment shows that explain the relationship between people recreating and the spread of invasive plants.
- d. Recruit volunteers to help control small infestations mechanically.
- e. Provide invasive species identification training for the Ambassador Program for OHV trails.
- f. Inform users of, and restrict use of, facilities when soils are vulnerable to disturbance during spring thaw and heavy rains.
- g. Place invasive plants alerts at trail heads and water access sites and explain how plants spread and how to control the spread.

- h. Alert users about control efforts in high use areas to avoid spread into more sensitive areas.
- i. Provide cleaning areas for recreation equipment primarily at trail heads for horseback riders, motorized users and on water access sites where feasible.
- j. Ensure that horseback riders and motorized users stay on designated trails.

IV GRANTS ADMINISTERED BY PARKS and TRAILS

Grants associated with Lands not Administered by DNR

Grants awarded by PAT will include guidance to grantees on preventing the introduction and spread of invasive species during project implementation.

Grants associated with DNR Administered Lands

- a. Grants awarded by PAT will include guidance to grantees on preventing the introduction and spread of invasive species during project implementation.
- b. Grantees will comply with Operational Order 113 division guidelines when working on DNR land.

A.3.1 Calculating Spatial Carrying Capacity

Calculating the spatial carrying capacity is an essential step in describing the recreational boating carrying capacity of a lake. This calculation will likely include use factors based on published optimum boating densities. The spatial capacity may include consideration of boat type ratios as determined from the field data of existing conditions. While many studies have suggested an optimal number of acres per boat or boat type, the estimates vary widely and often are dependent on one activity in isolation rather than in combination of other uses. Examples of published optimum boating densities are shown in Table 1.

Table A-1. Summary of Published Optimum Boating Densities

Source	Use/Type of Watercraft	Suggested Density
Ashton (1971) ¹	All combined Uses	5-11 acres/boat
Kusler (1972) ¹	Waterskiing only	40 acres/boat
	All other uses	15-20 acres/boat
Jackson <i>et al.</i> (1989) ²	Waterskiing and motor-boat	20 acres/boat
	Fishing	10 acres/boat
	Sailing, kayaking, canoeing	8 acres/boat
	All uses combined	10 acres/boat
Warren and Rea (1989)	Motorboats	9 acres/boat
	Fishing Boats	1.3 acres/boat
	Sailboats	4.3 acres/boat
	Canoes/Kayaks	1.3 acres/boat
	Waterskiing	12 acres/boat
Wagner (1991) ¹	All boating activities	25 acres/boat
Warbach <i>et al.</i> (1994) ¹	All motorized uses	30 acres/boat
National Recreation and Park Association (NRPA) ²	All boating activities	4 acres/boat
Bureau of Outdoor Recreation (BOR) ²	All boating activities	9 acres/boat
Arizona Outdoor Recreation Coordination Commission ²	All boating activities	10-20 acres/boat
Wisconsin Comprehensive Plan ²	All boating activities	20-40 acres/boat
Louisiana Parks and Recreation Commission ²	All boating activities	20-40 acres/boat
Olvaney and Pitchford (2010)	All boating activities	15-20 acres/boat

¹Found in Doshi 2006

²Found in Bosley 2005

In a study of carrying capacity and lake user attitudes for three lakes in Oakland County, Michigan, Ashton (1971) identified optimum boating density ranges of 5 to 9 acres per boat, 4 to 9 acres per boat, and 6 to 11 acres per boat depending on the specific lake. Jackson *et al.* (1989) studied three lakes in north-central Saskatchewan and identified different boat densities depending on the type of boat (see Table 1). Jackson *et al.* (1989) assumed an average of 10 acres per boat for acceptable safe boating. These conclusions were value judgements based solely on field observations, and the authors note that such findings are not readily transferable to other lakes. Furthermore, Jackson *et al.* (1989) state that carrying capacity values for other lakes should be calculated based upon the “morphology of a lake,

cultural tolerances of density, and safety considerations of the manner in which water-oriented recreation activities are carried out.” Wagner (1991) reported that, based on the viewpoints of many boaters, one boat per 25 acres of water surface is considered sufficient for all recreational boating activities (racing, fishing, skiing). Racers and water skiers feel restricted at less than 10 acres per boat and nearly all motorized watercraft users feel crowded at less than 5 acres per boat. Warbach *et al.* (1994), concluded that approximately 30 acres per motorboat (greater than five horsepower) is an appropriate boat density.

Olvany and Pitchford (2010) completed a study on Canandaigua Lake which included a field survey to determine existing peak boat densities followed by development of a lake-specific carrying capacity using four methodologies. The final recommendation was a carrying capacity range of 15-20 acres/boat. Each of the four methodologies used to arrive at this recommendation is described below.

- **Carrying Capacity Analysis & Ordinances Providing Lake Access Regulations:** This model for developing a carrying capacity was developed in Michigan and uses a scoring matrix that accounts for various characteristics of inland lakes. Scores for each characteristic fall under either a less restrictive or more restrictive carrying capacity. The differences in sums of the less restrictive and more restrictive categories is used to calculate overall carrying capacity. Characteristics considered include a lake shape factor, bottom soil type, and percentage of shoreline development. For Canandaigua Lake, the analysis resulted in a total carrying capacity of 38 acres per boat.
- **Weighted Average Approach:** This approach utilized suggested carrying capacities from the literature by boat type as applied to the observed percentages of boats by type that were on the lake during peak day field observations. For Canandaigua Lake, this method resulted in an overall density of 12.6 to 16.8 acres/boat.
- **Proportion of High-Speed Watercraft Approach:** This approach used the percentage of high-speed watercraft from field observations in the equation: Carrying Capacity (in acres per boat) = $10 + 5 * (\text{proportion of high-speed watercraft})$. This approach resulted in a suggested carrying capacity of 13.5 acres/boat for this lake.
- **Water and Land Recreation Opportunity Spectrum (WALROS):** The WALROS approach was applied to Canandaigua Lake and resulted in a classification in the mid-range of the spectrum. Therefore, the resulting carrying capacity identified from this approach was 15 to 35 acres per boat. The WALROS approach is explained in detail later in this document.

Another method for estimating lake-specific, optimal, spatial carrying capacity involves multiplying zone-specific boat type ratios collected during field studies by published optimum boating densities. This approach was utilized in a carrying capacity study completed on Deep Creek Lake in Maryland (ERM, Inc. 2004). This study utilized the optimum boating densities proposed by Warren and Rea (1989) (shown in Table 1). The results of this study are summarized in Figure 3.

Type of Watercraft	Use Factor	% Boat Use by Zone		
		North	Central	South
Motorboats -	9.0 acres per boat	59.8%	59.5%	50.3%
Boat fishing -	1.3 acres per boat	32.2%	32.0%	27.0%
Sailboats -	4.3 acres per boat	0.4%	2.1%	15.4%
Canoes/kayaks -	1.3 acres per boat	0.0%	1.0%	0.3%
Waterskiing boats -	12.0 acres per boat	7.6%	5.4%	7.0%

Figure A-3. Deep Creek Lake Boat Use by Zone

The final carrying capacity calculation for each lake zone takes into consideration the zone's useable surface area, boating use mix, and watercraft use factor (density). Warren and Rea (1989) have developed a set of equations that first divide each zone's usable acreage by the use factor to determine the maximum number of boats by boat type to give a number of boats that should use that zone at any one time. The maximum number of boats is then weighted by the zone-specific percentage of boat use (per spatial analysis) to determine the estimated carrying capacity by boat type.

Similar calculations would be completed for each boat type and lake zone. Summations would be made to determine total lake-wide optimal physical boating density. Optimal spatial carrying capacity estimates are often compared with suggested boating densities determined by the WALROS classification for the specific lake as a means of validating assumptions.

A.3.2 Calculating Social Carrying Capacity

There are no precise standards for determining social carrying capacity. Warren and Rea (1989) suggest that once 33-percent of respondents to photo simulations indicate that the pictured use level is sufficiently high to discourage boating, the carrying capacity has been reached. A study completed in 2004 (ERM, Inc.) suggests that social carrying capacity limits are reached when mean crowding ratings approach 5 on a 9-point Likert scale and over 40 percent of boaters report experiencing moderate to high crowding levels.

Setting appropriate thresholds involves an understanding of the specific lake context and characteristics, user mix, and perhaps use history. Local focus groups might be helpful in identifying lake appropriate thresholds for social carrying capacity.

A.3.3 WALROS

As described above for the Canandaigua Lake study, one approach to evaluating capacity is through the application of the WALROS to a specific lake to describe the lake setting and context. WALROS was developed by the U.S. Department of the Interior, Bureau of Reclamation (2011) and is used to classify recreational opportunities systematically in order to determine appropriate management strategies. The six WALROS classes range across a spectrum of urban, suburban, rural developed, rural natural, semi-primitive, and primitive recreation opportunities. The combination of lake specific (or lake zone-specific) recreation activities, settings, experiences, and benefits define each of these classes. Table 2 provides an overview of the physical, social, and managerial attributes used to differentiate the six WALROS classes.

Table A-2. Attributes Used to Differentiate WALROS Classes

Physical Attributes	Social Attributes	Managerial Attributes
Degree of major development Distance from major development Degree of natural resource modification Sense of closeness to a community Degree that natural ambiance dominates the area	Degree of visitor presence Degree of visitor concentration Degree of recreation diversity Degree of solitude and remoteness Degree of non-recreational activity	Degree of management structures Distance to developed recreation facilities and services Distance to developed public access facilities Frequency of seeing management personnel

The system is aimed at balancing recreational opportunities with the goals of the community while providing planners and managers with a framework and procedures for making decisions that conserve a spectrum of high quality recreational opportunities. Tables 3 and 4 are from the WALROS User's Handbook and illustrate the proposed range of reasonable boating capacities based on classification of an area according to the WALROS system (US Bureau of Reclamation 2011).

Table A-3. WALROS Range of Suggested Boating Capacity by Class

WALROS Class	Range of Boating Coefficients	
	Low End of Range	High End of Range
Urban	1 acre/boat	10 acres/boat
Suburban	10 acres/boat	20 acres/boat
Rural Developed	20 acres/boat	50 acres/boat
Rural Natural	50 acres/boat	110 acres/boat
Semi-Primitive	110 acres/boat	480 acres/boat
Primitive	480 acres/boat	3,200 acres/boat

WALROS is an extremely useful tool for conducting complex recreation studies. It provides a template for establishing the physical, social, and managerial attributes of a study area; conducting recreation area and facility inventories; quantifying and mapping the current supply of recreation opportunities; establishing recreation-related carrying capacities; and analyzing potential impacts associated with various alternatives (CDM Smith 2012).

The exercise of evaluating a lake or lake zones by the WALROS categories helps managers understand the context in which users experience the lake. The classification system helps to explain differences in user perceptions between lakes and may illuminate how lake zones on a large lakes vary from each other.

Table A-4. WALROS Boating Capacity Range Decision Tool (from WALROS)

The purposes of this decision tool are to help ensure that managers consider important factors affecting boating capacity and to help document the reasoned analysis used in making a boating capacity decision. For each WROS zone, consider the following factors that may affect boating capacity. *Circle the descriptor that best matches the situation.* The preponderance of the answers will indicate which part of the capacity range may be more reasonable.

Typical size of boats	<15 feet	16 to 25 feet	>25 feet
Typical speed of boats	<10 mph	10 to 25 feet	>25 feet
Diversity of boating: 1. different types of boats 2. different size of boats 3. different speed of boats	low low low	moderate moderate moderate	high high high
Boater visitation pattern	simple/ predictable	moderate	complex/ unpredictable
Level of boater stewardship/ civility/respect for resource and others visitors	high	moderate	low
Shoreline configuration	simple/ circular	moderate	complex/ meandering
Boater destination or pass-through area	pass-through corridor/in-transit	mixed	destination area/overnight area
Extent of sensitive resources/ potential for impact	low	medium	high
Compatibility with adjacent recreation/non-recreation land uses	high	moderate	low
Islands/shallows/hazards	infrequent	occasional	frequent
Historic public safety record/ accidents/complaints/conflicts	infrequent	occasional	frequent
Level of boater management/rules/ information/education/compliance	high	moderate	low
Other factors:			
Suggested capacity range	lower end (more boats)	mid-range	higher end (fewer boats)

A.4 Utilizing Results

The final step in evaluation of carrying capacity involves comparing the calculated boating carrying capacity to the actual use or current boat density. Based on the difference between the existing condition and the estimated range of desired conditions, management goals and procedures may be adjusted. In addition, projected future conditions can be compared to the calculated optimal carrying capacity as a way to evaluate alternative management plans.

Management actions could be taken to adjust the existing, or projected future, conditions to bring user densities closer to the estimated optimal carrying capacity condition. Such actions could include continued monitoring, expansion or reduction of recreational facilities such as marinas, parking lots, private boat docks, or boat launches, restrictions on speed and horsepower, or increased water patrol and law enforcement. Some studies have also analyzed the effects of future growth, taking into account population projections and expansion plans to estimate future lake use conditions (Bosley 2005).

A study conducted in Michigan by Progressive AE (2001), suggests activities for curtailing use of lakes in cases where capacity is limited or met. Management activities specific to boaters may include watercraft control ordinances such as boating speed limits, establishment of wake controls, and curfew hours on high-speed boating activities. Limitations on renewal and expansion of marina facilities, restrictions on road-end use as public access facilities, and increased dissemination of information regarding boating laws coupled with aggressive enforcement can all be utilized to curtail future increases in use.

No single optimal carrying capacity standard will satisfy all lake users in all situations, as users will have different perspectives on what constitutes crowding. In addition, each lake is unique and identification of an overall optimum recreational boating capacity should take into account site-specific attributes. The future projected conditions must also be evaluated to incorporate potential ecological, facility, and spatial impacts, as well as user perspectives and opinions. The demand for various activities and the condition of the lake must be considered to set realistic goals and standards. Each component can be weighted based on overall project goals and objectives to determine an overall recreational boating carrying capacity.

Table 7: Summary of Published Optimum Boating Densities

Source	Boating Uses	Suggested Density
Ashton (1971) ²⁷	All uses combined in Cass Lake	5 to 9 acres/boat
	All uses combined in Orchard Lake	4 to 9 acres/boat
	All uses combined in Union Lake	6 to 11 acres/boat
Kusler (1972) ²⁸	Waterskiing combined with all other uses	40 acres/boat
	Waterskiing only	20 acres/boat
	Coordinated waterskiing	15 acres/boat
Jaakson <i>et al.</i> (1989) ²⁹	Waterskiing and motorboat cruising	20 acres/boat
	Fishing	10 acres/boat
	Canoeing, kayaking, sailing	8 acres/boat
	All uses combined	10 acres/boat
Wagner (1991) ³⁰	All boating activities	25 acres/boat
Warbach <i>et al.</i> (1994) ³¹	All motorized (>5 HP) uses	30 acres/boat

Source: Progressive Architecture Engineering, 2001³²

²⁷ Ashton, P.G. 1971. Recreational boating carrying capacity: A preliminary study of three heavily used lakes in southeastern Michigan. Doctoral Thesis, Department of Resource Development, Michigan State University.

²⁸ See Footnote #14 (pg. 7).

²⁹ See Footnote #17 (pg. 9).

³⁰ See Footnote #6 (pg. 4).

³¹ Warbach, J.D., M.A. Wyckoff, G.E. Fisher, P. Johnson and G. Gruenwald. 1994. Regulating keyhole development: Carrying capacity analysis and ordinances providing lake access regulations. Planning and Zoning Center, Inc.

³² See Footnote #24 (pg. 12).

High-volume day analyses

Launch counts

Launches/day	2019 Count	2020 Count
20		3
22		1
23	1	1
24	2	2
25	2	1
26	3	
27		1
35		1
Total	8	10
Weighted average	25	24

Notes:

2019 data reflects **8** specific days that were the highest of the season with between 23 and 26 launches/day. All dates were on Saturdays and Sundays. **These 8 days represent 21% of the total launches in 2019.**

2020 data reflect **10** specific days that were the highest of the season with between 20 and 35 launches/day. All dates were on weekends plus one Friday. **These 10 days represent 20% of the total launches in 2020.**

Afternoon loading

Launches/day	2019 Count
20	
22	
23	1
24	2
25	2
26	3
27	
35	
Total	8

44% Removal by noon			
2019			
AM Launches	AM Removals	PM Launches	PM Load
8	-4	15	19
8	-4	16	20
9	-4	16	21
9	-4	17	22
Weighted average			21

Launches/day	2020 Count
20	3
22	1
23	1
24	2
25	1
26	
27	1
35	1
Total	10

37%			
2020			
AM Launches	AM Removals	PM Launches	PM Load
7	-3	13	20
8	-3	14	22
8	-3	15	23
8	-3	16	24
9	-3	16	25
9	-4	18	27
12	-5	23	35
Weighted average			24

Notes:

Boaters come and go at various times during the day, but they generally like to be on the lake at the best times of the day.

This data shows afternoon and evening loading of 21 and 24 watercraft in 2019 and 2020, far outpacing the available parking

High-volume day analyses

Mix of watercraft launched by time of day

	2019 Hi-Volume Launches			2019 Hi-Volume Launch Percentages		
	AM	PM	Total	AM	PM	Total
Canoe/Kayak	17	16	33	24%	12%	17%
Fishing	32	46	78	46%	36%	39%
PWC	0	10	10	0%	8%	5%
Pontoon	0	8	8	0%	6%	4%
V-hull w/o ballast	18	43	61	26%	33%	31%
Ballast boat	2	4	6	3%	3%	3%
Other	1	2	3	1%	2%	2%
	70	129	199	100%	100%	100%
Mix	35%	65%				

	2020 Hi-Volume Launches			2020 Hi-Volume Launch Percentages		
	AM	PM	Total	AM	PM	Total
Canoe/Kayak	24	13	37	34%	10%	19%
Fishing	32	54	86	46%	42%	43%
PWC	5	6	11	7%	5%	6%
Pontoon	6	4	10	9%	3%	5%
V-hull w/o ballast	31	50	81	44%	39%	41%
Ballast boat	2	9	11	3%	7%	6%
Other	1	3	4	1%	2%	2%
	101	139	240	144%	108%	121%
Mix	42%	58%				

Notes:

The mix of watercraft launching on high-volume days is consistent from year to year

DNR inspection reporting doesn't differentiate between wakeboats and surf boats, they are lumped together as "ballast boats"

Morning launches are predominantly Canoe/Kayak, Fishing Boats, and V-hull runabouts.

Afternoon launches are predominantly Fishing Boats and V-hull runabouts

Canoe/kayak'ers are generally short duration users

Assuming 2019 is a typical year, 44% of morning launched watercraft are removed by noon.

Interesting COVID effects in 2020:

Morning fishing percentages went down due to an increase in PWC's, pontoons, and V-hulls

Ballast boat launches nearly doubled with biggest increase in the afternoon

Launches throughout 2020 were higher than previous years

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

ORDINANCE NO. 586

**AN ORDINANCE ESTABLISHING SECTION 902.05, SUBDIVISION 4 OF THE CITY
CODE OF ORDINANCES, ESTABLISHING REGULATIONS FOR THE CHRISTMAS
LAKE BOAT LANDING AND ADJACENT PARKING LOT**

The City Council of the City of Shorewood ordains as follows:

902.05, Subd. 4. Christmas Lake Boat Landing.

- a. The Christmas Lake boat landing/public access and parking lot (the "Christmas Lake Landing" or the "Landing") shall be considered a city recreation area, and subject to the general rules and regulations of city park and recreation areas.
- b. Boats launched from City property, including the Christmas Lake Landing must meet all applicable federal, state, and local laws and regulations.
- c. No person shall leave, store, abandon, or otherwise cause to remain any fish house, shelter, dark house, boat, trailer overnight in the Christmas Lake landing area, except as permitted in Section g, or by permission from the City of Shorewood.
- d. Parking is prohibited except in designated parking spaces, except during launching and removal of the watercraft from the water, and except while watercraft or trailers are being inspected or decontaminated for aquatic invasive species.
- e. Vehicles may only enter the Christmas Lake landing area if there is a designated parking spot then available in the landing area for the vehicle, or the vehicle and its trailer if the vehicle is towing a trailer. Vehicles without a trailer must first park in a spot intended for vehicles without trailers, if one is available, though they may park in a parking spot intended for vehicles with trailers, if none are available.
- f. All vehicles and trailers must park at the landing in a manner that does not obstruct the equipment used to inspect or decontaminate watercraft or trailers for aquatic invasive species or disrupt or make unreasonably difficult the ability to inspect or decontaminate watercraft or trailers, or the ability to launch or retrieve watercraft. Nothing in this ordinance prevents or limits the ability to use, store or leave at the Christmas Lake Landing trailers, mats or other equipment used to inspect or decontaminate boats or trailers for aquatic invasive species at the landing.
- g. All bait disposed of at the Christmas Lake landing shall be disposed of in a manner that complies with all State of Minnesota laws and regulations.

Effective Date. This ordinance shall be effective upon its adoption and publication.

Passed this ____ day of _____, 2022.

ATTEST

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
PLANNING COMMISSION MEETING
TUESDAY, MARCH 1, 2022

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

DRAFT MINUTES

CALL TO ORDER

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

ROLL CALL

Present: Chair Maddy; Commissioners Eggenberger, Riedel, Huskins and Holker; Planning Director Darling; and, Council Liaison Siakel

Absent: None

1. APPROVAL OF AGENDA

Commissioner Huskins noted that on his copy of the agenda he is marked as absent.

Planning Director Darling explained that she thought he was not going to be in attendance tonight.

Riedel moved, Huskins seconded, approving the agenda for March 1, 2022, as amended. Roll Call Vote: Ayes – all. Motion passed 5/0.

2. APPROVAL OF MINUTES

- **February 15, 2022**

Huskins moved, Riedel seconded, approving the Planning Commission Meeting Minutes of February 15, 2022, as presented.

Roll Call Vote: Ayes – Eggenberger, Huskins, Riedel, Maddy. Motion passed 4/0/1 (Holker abstained).

3. MATTERS FROM THE FLOOR - NONE

4. PUBLIC HEARINGS

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

**A. PUBLIC HEARING – CONDITIONAL USE PERMIT FOR
TELECOMMUNICATIONS ANTENNAS**

Applicant: SMJ International, LLC for Dish Wireless

Location: 24283 Smithtown Road

Planning Director Darling explained that this is a request for a CUP for co-location of telecommunications antennas on the existing tower located at 24283 Smithtown Road. They are proposing to add three telecommunication antennas and six radio receiving units and various other equipment in a triangular array at about 138 feet above the ground which is just a little higher than midpoint of the tower. She noted that the unusual complication for this application is that there are nesting osprey at the top of the tower so any work on the tower needs to be done outside of nesting season and if the nest will be disturbed, they will need to obtain permits from the DNR. She explained that staff recommends approval, subject to the conditions included in the staff report.

Chair Maddy stated that the City had approved a CUP for this in the past and asked if there was any difference other than the dates on the paperwork.

Planning Director Darling stated that the difference between this application and the previous application is that they are proposing an ice bridge but that is a fairly minor change.

Commissioner Riedel asked about screening of the equipment at the base, its visibility and whether staff felt it was satisfactory.

Planning Director Darling stated that they have not proposed any particular screening with this application. She explained that they are proposing to install equipment on the north side, so from the park, there are many mature trees and a building between the equipment and park users will be. She stated that she thinks the equipment will be fairly invisible and noted that they had previously proposed slats in the chain link fencing, but she finds those to be a long-term maintenance issue and they tend to look worse after just a few years.

Commissioner Huskins asked about the portion of the parcel that was being leased for this tower.

Planning Director Darling gave an overview of the site layout and use using the aerial photograph.

Commissioner Eggenberger asked if the tower was currently being used by an osprey pair.

Planning Director Darling stated that the tower is used every year by osprey that come back year after year. She stated that there was maintenance that occurred at the top of the tower about a year ago and they did have to obtain a permit from the DNR to remove the nest and complete their maintenance. She stated that the osprey came back and rebuilt the nest, but noted that the nest is abandoned in winter.

Commissioner Eggenberger asked if the City needed to be more specific on 'nesting season' and asked whose definition was being used.

Planning Director Darling explained that the City uses the DNR's definition for nesting season.

Commissioner Eggenberger asked about the building on the site and what it was used for.

Planning Director Darling explained that it was used for both storage and for detailing cars that are sold on the lot.

Commissioner Eggenberger stated that he can remember discussing the fencing during the last application. He noted that he understands the concern about slats not looking good long-term, and realizes that perhaps there will not be many people who will see the chain link fence, but he thinks it looks terrible. He stated that it may be good that it can be seen through, but reiterated that he doesn't think the fencing looks good and suggested that perhaps it was in need of a new one.

Planning Director Darling stated that if the Commission has issues with the maintenance of the fence, she would need to get in contact with the tower owner.

Kristin Swenson, SMJ International, on behalf of Dish Wireless, 49030 Pontiac Trail, Suite 100, Wixom, MI, reviewed their application to accommodate a new wireless carrier that will bring additional options and services to the community. She stated that this is helpful because many people have been getting rid of their landlines and exclusively using wireless services. She stated that the co-location will not adversely affect land owners because the antennas are being added to an existing structure. She stated that they are aware of the conditions being recommended by staff and indicated that they intend to comply with them.

Commissioner Huskins asked if the expert inspector has been selected and if, so, could she identify that person or firm.

Ms. Swenson explained that they have not yet been selected but she ordered the statement of special inspections this morning and expects it to be back within a week.

Chair Maddy opened the Public Hearing at 7:26 P.M. noting the procedures used in a Public Hearing. There being no input, Chair Maddy closed the Public Testimony portion of the Public Hearing at 7:27 P.M.

Commissioner Eggenberger asked that when maintenance is done, even outside of nesting season, that the applicant do whatever they can to not disrupt the osprey.

Riedel moved, Huskins seconded, recommending approval of the Conditional Use Permit for Telecommunications Antennas, for SMJ International, LLC for Dish Wireless at 24283 Smithtown Road, subject to the conditions recommended in the staff report.

Roll Call Vote: Ayes - all. **Motion passed 5/0.**

Planning Director Darling noted that this item will be on the March 14, 2022 City Council agenda.

B. PUBLIC HEARING – CITY CODE AMENDMENTS FOR URBAN FARM ANIMALS

Applicant: City of Shorewood

Location: City-wide

Planning Director Darling reviewed the proposed amendments to City Code to: add new definitions of enclosures/runs and urban farm birds; add requirements that urban farm bird enclosures/runs/shelters must be fully covered with nets; greater setback for enclosures/runs/shelters to increase distance to side property lines; amend the regulations that do not need to apply to rabbits or bees; and add a means to revoke and deny permits.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MARCH 1, 2022

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Chair Maddy asked if the Chief of Police still needs to be the referenced enforcer since the City permits and inspects the properties.

Planning Director Darling noted that the Chief of Police is not the enforcer for the urban farm animals but is listed as the enforcer for the rest of the animals.

Chair Maddy pointed out a few grammatical errors that he had found including under Section 705.09 Farm Animals, 2.C. the word 'additional' should be changed to 'addition'; and under 2.D., he believes 'animal' should be made plural. He asked about the language used under Denial of Permits related to inspections and whether it should be changed to make it clear that there was not something the City was supposed to do.

Planning Director Darling suggested changing the language to, '....the applicant has not requested the required inspection for three calendar months.'

Commissioner Huskins asked if there was any language about any minimal size property that would be precluded from having a permit for farm animals.

Planning Director Darling stated that the Commission had asked that restriction be taken out.

Commissioner Riedel explained that part of their discussion and reason for making that change was to have a set number of animals, but increase the setback.

Commissioner Huskins asked if the smallest lot within the City was capable of having six urban farm animals.

Planning Director Darling confirmed that this was accurate.

Commissioner Holker stated that in the prior minutes there was a conversation about neighboring cities and how close the City is to their regulations. She stated that Planning Director Darling had indicated it had been included in a prior packet but would have some information about that at this meeting and asked if there was any information she could share related to neighboring communities.

Planning Director Darling noted that she had forgotten to include that information in their packets but could review the regulations from other communities in the Twin Cities.

Planning Director Darling noted that the City had received a letter from Patrick and Jenna Johnston at 25965 Smithtown Road who opposed some of the new regulations including the 30 foot setback requirement.

Chair Maddy opened the Public Hearing at 7:45 P.M. noting the procedures used in a Public Hearing.

Benton Sellwood, 20775 Garden Road, asked if this would require that any enclosure, such as a chicken run, have netting or a barrier over the top.

Planning Director Darling confirmed that was what was being proposed.

Mr. Sellwood explained that he believes that may be an issue for some enclosures. He stated that he has never had a problem with his birds coming out and noted that he had tried to put an enclosure over the top when he first began, but it proved to be difficult for functionality and

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

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maintenance and reiterated that his birds have not gotten out. He stated that in the case a predator would get into the enclosure, he would like his birds to be able to at least try to jump out and get into a tree. He asked if there was a way that the City could consider looking at this issue again.

Patrick Johnston, 25965 Smithtown Road, stated that he sent the letter earlier today and wanted to make sure that everyone was able to read it.

There was agreement from the Commission that they had read the letter submitted by Mr. Johnston.

Commissioner Riedel stated that he would like to begin discussion with the issue raised by the residents and asked if the City could consider 'grandfathering'. He asked for opinions on the situation where the Commission was in agreement on a 30 foot setback, related to grandfathering in people who have existing chicken coops that were built when 10 feet was the setback requirement. He stated that the permit has to be renewed and if the chicken coop was considered moveable, there would be no legally non-conforming structures.

Chair Maddy asked what guidance the City received from legal counsel on who would make the choice on whether it was fixed or moveable coop.

Planning Director Darling stated that as it is written now, if it is a structure that is permanently fixed to the ground, then those structures would be considered legally non-conforming and they would be allowed to continue to have chickens in them.

Chair Maddy asked about freestanding sheds that are too big too move.

Planning Director Darling stated that would fall under the same situation, but moveable hutches or coops would have to be moved.

Chair Maddy asked if the inspector would make that determination.

Planning Director Darling stated that the inspector would make that choice. She stated that in the older permits they had to give a description or a diagram of the shelter.

Commissioner Eggenberger explained that he had not thought much about the change from 10 feet to 30 feet until he read Mr. Johnston's letter this afternoon. He asked what the reason was for 30 feet as opposed to 10 feet.

Commissioner Riedel stated that he believes it was the idea of extending the distance to avoid disruption to the neighbors. He stated that it was a proposed compromise to allow people to have chickens on small lots, but not to be able to situate them right next to the property lines. He stated that there is also a provision that the chickens have to be closer to your own property than to your neighbors.

Planning Director Darling noted that increasing the distance also potentially helps with smells relating to waste that is not cleaned up.

Commissioner Eggenberger pointed out that dogs can be within 10 feet and asked how that is different than urban farm animals.

Council Liaison Siakel noted that most dogs do not live outside full-time like a chicken.

Commissioner Riedel noted that dogs are also much more common than chickens. He stated that he does agree that it does seem arbitrary and having a 30 foot setback requirement could really constrain people.

Commissioner Eggenberger stated that he is not anti-chicken or pro-chicken, but he sees a dichotomy where a person can put up a fence with multiple dogs within 10 feet of the property line, but another person who wants to have guinea fowl cannot.

Commissioner Riedel suggested that 30 feet may be excessive and suggested a compromise of 15 or 20 feet.

Chair Maddy stated that he re-read some of the other cities regulations and was interested in the possibility of a 10 foot setback, but needed to be 50 feet away from a neighbors residence. He stated that it would not need to be those exact numbers, but feels that may be a concept that would work.

Commissioner Huskins asked how many permits have been issued or renewed over the last 5 years. He asked if it would be possible to do a paper study to determine how many of the existing structures would need to be 'grandfathered'.

Planning Director Darling stated that she has a list of all the permit holders because she sent them all notices of this meeting. She stated that she believes there are about a dozen that are permitted with chickens and another 5 or 6 that are keeping farm animals without permits.

Council Liaison Siakel stated that what was kind of guiding these changes were complaints around coops that were right on the property line, closer to the neighbors property than the chicken owner, chickens escaping, smell, and disruption. She stated that there were some pretty heated comments from neighbors that were inconvenienced and not happy with having neighbors that kept chickens. She stated that in her neighborhood there are two families that have chickens but noted she was not sure if either one of them was permitted. She stated that she also believes that another reason for having well defined guidelines that were less ambiguous is because chicken keeping is becoming more popular.

Planning Director Darling stated that one of the individuals that complained was someone who had chickens on all three sides of his property which had been escaping from all three of the properties into his yard and are then causing damage. He stated that he has also been worried that his dogs will attack the chickens which would cause a neighborhood incident.

Council Liaison Siakel stated that there were also concerns about predators coming into the neighborhood because of the chickens and about the City not ending up like a rural farm community.

Planning Director Darling explained that this particular property owner stated that the chickens are getting out on a regular basis and they scratch up and move his landscaping mulch and dig up the plants.

Chair Maddy stated that he is not sure a setback would address those problems.

Commissioner Huskins stated that the regulations from nearby cities that Chair Maddy mentioned with both a setback and a distance from a neighboring home could be something that the City

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

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considers, especially since they are not recommending a lot size restriction on having urban farm animals.

Planning Director Darling stated that within the last amendments that were reviewed and adopted, there was a change to the setbacks such that the enclosures have to be farther from the adjacent neighbors home than the chicken owners home, but it did not provide a specific distance.

The Commission discussed various setback regulations and how they would affect various sized lots.

Commissioner Holker stated that it sounds like there are some bad chicken owners and asked if there was any type of enforcement options, such as only being allowed a certain number of offenses before their permit was revoked.

Planning Director Darling stated that they are proposing some language that would allow the City to deny or revoke permits for property owners that are adopting poor animal husbandry, for example, allowing their chickens to escape.

Commissioner Holker asked who would make that decision.

Planning Director Darling stated that would usually come to her, but noted that those decisions are appealable to the City Council.

Chair Maddy suggested a 10-foot setback and the requirement to be 50 feet from the neighbors dwelling.

The Commission discussed specifics around being no closer than 10 feet from the property line with the requirement to be 50 feet from the neighbor's home.

Council Liaison Siakel noted that to address the comments made in the letter sent by Mr. Johnston regarding enclosure the coops, she felt some of his points were valid. She asked if there could be something put in that with the first complaint of chickens escaping they would be requiring to enclose the coop and a second violation results in revocation of the permit so there is an escalating penalty.

Chair Maddy noted that all of his neighbors who have chickens have nets, but he is unsure how much more work it creates.

Council Liaison Siakel stated that she has two neighbors who have chickens that roam free on their property and does not believe there is a net.

Commissioner Riedel stated that his view is that the City should simplify enforcement and not complicate it and feels the simpler the rules, in this situation, the better.

Commissioner Eggenberger stated that one of the residents had stated that adding an enclosure would be a hassle due to the snow and leaves. He stated that his thought it that perhaps that is the cost of raising chickens. He stated that it may not be ideal, but it may be just something that they need to do in order to have chickens.

Commissioner Huskins noted that he agreed that it becomes a balance between residents who do not have chickens but have been bothered by them and the responsibility and accountability

of the chicken owner. He stated that he thinks simplifying the rule to require netting for everyone makes sense to him.

Chair Maddy reviewed the items that the Commission agreed upon for the amendments to the Code.

The Commission discussed situations where urban farm animals owners could be grandfathered.

Riedel moved, Holker seconded, recommending approval of the proposed Code amendments to Urban Farm Animal regulations including; the grammatical changes as discussed, a minimum of 10 foot setback from property lines with 50 feet from neighboring homes and are closer to the owners home than to any adjacent neighbor.

Roll Call Vote: Ayes – all. Motion passed 5/0.

Planning Director Darling noted that this item would be in front of the City Council on April 14, 2022.

5. NEW BUSINESS

A. Campaign and Non-Commercial Speech Signs Discussion

Planning Director Darling explained that this agenda item is intended to be a pre-Public Hearing discussion regarding campaign and non-commercial speech signs. She stated that staff has put together some draft language for them to consider. She noted that the Commission had forwarded some potential amendments to the City Council but they did not act on them and continued it, indefinitely. She explained that a new public hearing will be required for any changes to the campaign and non-commercial speech signs. She stated that the main purpose for having any amendments is because the City has a number of regulations for campaign signs that duplicate and overlap each other and shared examples of where it can be difficult to determine when and when not to enforce the rules. She noted that the proposed amendments include adding new definitions; removing the definition of campaign signs; amending the regulations for campaign signs including renaming them as non-commercial signs, clarifying the time period when they are allowed, clarifying the setback; and adding a substitution clause.

Chair Maddy stated that in Reed v. The Town of Gilbert ruling, it says the City may still regulate signs on a reasonable time, place, and manner restrictions. He asked what this meant and if it referred to obscenities.

Planning Director Darling stated that is saying that you cannot regulate the content of the signs, but you can regulate where they sit, how long they sit, and the way they are installed.

Chair Maddy stated that he has had someone contact him saying that obscenities and implied obscenities or swear words are getting more and more popular. He stated that he wanted to clarify that the City will not even talk about restricting what goes on the sign.

Planning Director Darling stated that if the City did that they would likely be challenged with violation of the First Amendment and would be unsuccessful at defending themselves. She stated that she shares the concerns about the lack of civility, in general because of the increasing amount of anger. However, there is a line that the City has to walk and that includes not having regulations that are content based. She gave an overview of the suggestions and feedback made by the City Council on this issue.

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The Commission discussed primary and general election signs.

Planning Director Darling explained that the Commission was only being asked to have a narrow focus right now in order to get any amendments adopted prior to the election season. She noted that there will be some other Code amendments needed in the future.

Chair Maddy asked about the proposed 5-foot setback requirement from a street or paved roadway in a situation where people have a lot of shrubbery right up to the pavement edge and if that meant they would be disallowed from having signs. He asked if they could add a caveat that it has to be 5 feet from the paved surface unless there is something permanently affixed that would be a visual obstruction to people for seeing the sign.

Commissioner Eggenberger expressed concern that if someone wanted to put a sign closer to the street they could just go plant a little shrub so they could do it.

Chair Maddy stated that there would need to be some caveat about visibility but realized that there would be people that would try to 'game' the situation. He explained that he wants to err on the side of allowing people to put out more signs rather than restricting them.

Commissioner Eggenberger stated that his biggest concern with signs too close to the road is kids and safety.

Commissioner Huskins stated that he is a believer in personal choice and part of him says that if it is important to a resident to put a sign out, and the City has a reasonable setback code, then the fact that they have shrubbery does not prevent them from taking out part of the shrubbery to put up a sign. He stated that if they cannot comply and they complain because there is some obstruction in the way, he would question whether that is the responsibility of the homeowner to solve the problem by removing the obstruction.

Commissioner Riedel stated that there will always be a compromise involved and asked if the 5 foot setback was reasonable.

Council Liaison Siakel stated that even with a setback of 5 feet, there are a lot of properties in the City that would not be able to comply with that and noted that in her yard, she would have to take out a whole hedge of trees that were in place when they moved in to be able to comply. She stated that she did not think it has ever really been a problem, but now people have gotten a bit ugly about stuff and would not be surprised if this election season if people are out with tape measures to see how far the yard sign is from the edge of the road. She stated that people should be able to put out a reasonable sign and thinks this issue came up because many people were putting up their signs within the right-of-way areas, such as right near stop signs, which can be a safety issue. She suggested that in that case there needs to be some rules such as that it has to be a 10 foot setback if it is City right-of-way and asked if they could differentiate between private property and public space.

Chair Maddy asked why people are allowed to put non-commercial speech signs on right-of-way that they do not own the property in front of.

The Commission discussed free speech, public land, and obstructions.

There was consensus of the Planning Commission to support the 5 foot setback with no caveat.

Commissioner Huskins stated that in the packet, Public Works Director Brown had made comments about intersections and setbacks that would be more appropriate and asked if the 5 foot setback would interfere with what he was addressing.

Planning Director Darling stated that referred to the safety triangle and language has been included to address that issue.

Commissioner Holker noted that reading this Code related to the substitution clause, was a bit confusing, but Planning Director Darling spent some time with her talking about it, so she has a better understanding of it, but noted that it was a confusing concept.

Chair Maddy noted that the substitution clause needs to remain in the Code, but the Commission could attempt to simplify it.

Planning Director Darling explained that the substitution clause in the most recent draft is simpler than what was previously included in the ordinance. She read aloud the traffic visibility section of the Code to the Commission and the substitution clause examples.

Chair Maddy stated that it appears as though the Commission is in agreement with the amendments presented by staff.

Planning Director Darling stated that she will make arrangements for a public hearing at the next Planning Commission meeting.

B. Election of Officers

Riedel moved, Eggenberger seconded, to re-appoint Chair Maddy to continue serving as Chair in 2022.

Roll Call Vote: Ayes – all. **Motion carried 5/0.**

Eggenberger moved, Maddy seconded, to re-appoint Commissioner Riedel to continue serving as Vice-Chair in 2022.

Roll Call Vote: Ayes – Eggenberger, Holker, Huskins, and Maddy. **Motion carried 4/0/1 (Riedel abstained).**

Commissioner Eggenberger stated he would like to discuss the issue surrounding the letter received from Mr. Larson and the instruction they had been given not to respond to him.. He stated that when people come to the meetings to speak and they are given 3 minutes to speak. He stated that if the Commission is told not to respond when they send a letter, he questions how residents can communicate with the Commission.

Planning Director Darling clarified that the issue was that he sent the letter and asked for a response from all Commissioners which would have been an open meeting law violation. She explained that Mr. Larson could come to another Matters from the Floor and bring up his points in front of the Commission at that time.

Commissioner Eggenberger asked about the 3 minute time limit and asked how that is regulated and whether people can be allowed to speak more than once.

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Chair Maddy stated that it is up to the Chair and he has only recently followed the 3 minute time limit when people started pushing their comments closer to the 20 minute mark. He stated that sometimes, he would like to have a little dialogue also, as long as it does not turn into a character attack, which came close at the last meeting.

Planning Director Darling noted that the 3 minute rule only applies to Matters from the Floor.

Commissioner Eggenberger stated that he understands the practicality of the rule, but it made him wonder how people can really discuss issues with the Commission.

Council Liaison Siakel explained that Mayor Labadie sent out a poll to mayors throughout the State asking about how other cities handled Matters from the Floor. She stated that the average response was that they allowed each individual about 3 minutes, with some allowing even less time. She explained that she thinks the idea is to allow them to run the meeting in a professional way that allows the City to conduct their business and be able to make decisions versus turning it over a crowd that is more disruptive and often times it is the same argument being repeated over and over. She stated that it is not that the City does not want these individuals to speak, but she feels that the City has put a process in place and has stuck to it, which means everyone is treated the same and gets to be heard.

Commissioner Riedel noted that the Planning Commissioners are not staff at City Hall and should not discuss matters that should be discussed with staff. He stated that the Commission's job is the Planning Commission meetings and that should be their focus.

Commissioner Eggenberger noted that he has never had a discussion with anyone about these kinds of things and explained that he had just been thinking about it because of what happened recently. He stated that he completely agrees with Commissioner Riedel's statement.

The Commission discussed hypothetical situations where Commissioners may be approached for information about City Code or variances by their neighbors or other members of the community.

Planning Director Darling stated that if residents ask a Code question, she would ask that they refer them to staff to ensure there are accurate answers and cautioned the Commission to be careful about giving neighbors a preference towards one position or another prior to the meeting before they have received all the information.

6. OLD BUSINESS - NONE

7. REPORTS

- **Council Meeting Report**

Council Liaison Siakel noted that at the last Planning Commission meeting, Commissioner Eggenberger had asked her about the fiber optic project. She stated that she had spoken with City Administrator Lerud and found out that Jaguar Communication is now MetroNet and they will be installing fiber beginning in late summer of 2022 to be completed in 2023. She noted that she believed the intent was to only lay fiber throughout the communities within Shorewood, Excelsior, and Tonka Bay and they will not be pursuing a franchise agreement with LMCC. She reported on matters considered and actions taken during the Council's recent meetings.

Planning Director Darling noted that the Council had also approved the hiring of a new Planning Technician, Jason Carlson, who will begin work at the end of March.

- **Draft Next Meeting Agenda**

Planning Director Darling stated the Public Hearing for the campaign and non-commercial speech signs will be held at the next meeting as well as a site plan amendment for the redevelopment of a commercial building.

8. ADJOURNMENT

Riedel moved, Holker seconded, adjourning the Planning Commission Meeting of March 1, 2022, at 9:10 P.M.

Roll Call Vote: Ayes – all. Motion passed 5/0.



City of Shorewood Council Meeting Item

#7B

MEETING TYPE
Regular Meeting

Title / Subject: CUP to Collocate Antennas on an Existing Monopole
Location: 24283 Smithtown Road
Applicant: SMJ International, LLC. on behalf of Dish Wireless.

Meeting Date: March 14, 2022

Prepared by: Marie Darling, Planning Director

Review Deadline: May 28, 2022

Attachments: Planning Memorandum from the March 1, 2022 Meeting Resolution

Background: See attached planning memorandum for detailed background on this request. At the March 1, 2022 meeting, the Planning Commission unanimously recommended approval of the conditional use permit, subject to the conditions in the attached resolution.

Summary of Public Notice and Testimony: Notice was published in the city's official newspaper and mailed to all property owners within 500 feet of the property at least 10 days prior to the Planning Commission public hearing on March 1, 2022. The applicant and the property owner were present at the meeting and the applicant spoke in favor of the application.

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 request.

Proposed motion: Move to adopt the attached resolution approving a conditional use permit for SMJ International, LLC. for property located at 24283 Smithtown Road, as recommended by the Planning Commission.

Any action on this request would require a simple majority.

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, Mayor and City Council

FROM: Marie Darling, Planning Director

MEETING DATE: March 1, 2022

APPLICANT: SMJ International LLC. (on behalf of Dish Wireless)

REQUEST: **C.U.P. for Collocation of Telecommunication Antennas**

LOCATION: 24283 Smithtown Road

REVIEW DEADLINE: May 28, 2022

LAND USE CLASSIFICATION: Commercial

ZONING: C-1

FILE NO.: 18.23

REQUEST

The applicant, on behalf of Dish Wireless, proposes to add three telecommunication antennas, six radio receiving units (RRUs), and various other equipment with a new triangular array on the existing tower. They would also add a new cabinet and equipment on a metal equipment platform within the existing fenced area at the base of the tower.



Notice of this application was published in the City's official newspaper and mailed to all property owners within 500 feet of the property at least 10 days prior to the public hearing.

BACKGROUND

Context: The property is currently developed with a car dealership. The existing tower is located behind the dealership and accessory building. It is designed as a monopole at 155 feet tall. It was originally built in 1983 as a tower for telephone switching equipment. Since 1988, it has been used for cell antennas. Antennas have been installed and replaced several times since then.

In 2019, the City Council approved a similar application for this company, but the antennas were not installed in a timely manner and the approval expired.

The properties to the south are all owned by the City of Shorewood as part of the Badger Park/City Hall complex. The properties to the east and west of the subject site are zoned C-1 and developed with a gas station and a car repair business (which is proposed for renovation to an office use). The properties to the north are within the City of Tonka Bay and developed with retail center and a chocolate shop.

ANALYSIS

All CUP applications for antennas are reviewed according to the standards listed in section 1201.04 Subd. 1. d. 1. of the zoning regulations, which include the following:

- Consistent with the City's Comprehensive Plan
- Compatible with present and future land uses in the area
- Will not tend to or actually depreciate the area in which it is proposed
- The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.
- Conform to applicable regulations in 1201.03 Subd. 21 (Telecommunications towers and facilities) and other sections of the zoning regulations as may be applicable



The Request

The applicant would install a new triangular platform and array at about 138 feet above grade (about center-point of the new antennas). The cables connecting the antennas and RRU's to the ground equipment would be placed inside the tower running between the tower equipment to an ice bridge, then extend to the equipment cabinet.

As shown on the attached plans, the cabinet would be placed on a five-foot by seven-foot equipment platform in the existing fenced area north of the existing equipment building.

The tower is currently home to an osprey nest. Staff recommends a condition to any approval of the request which only allows the equipment to be added to the tower outside of nesting season.

All CUP applications for antennas are reviewed according to the standards listed in section 1201.04 Subd. 1. of the zoning regulations, which include the following:

- Consistent with the City's Comprehensive Plan
- Compatible with present and future land uses in the area
- Will not tend to or actually depreciate the area in which it is proposed
- The proposed use can be accommodated with existing public services and will not overburden the City's service capacity.

- Conform to applicable regulations in 1201.03 Subd. 21 (Telecommunications towers and facilities) and other sections of the zoning regulations as may be applicable.

Findings

Comprehensive Plan: Staff finds that the application is consistent with the intent of the Comprehensive Plan and Zoning Ordinance to encourage additional antennas on existing structures rather than to have additional freestanding towers constructed.

Compatibility with present and future land uses, depreciate area: The ground equipment consists of an equipment cabinet and utility boxes placed near the ground. The equipment would be similar to the existing equipment in the area and not noticed by the traveling public, especially as the trees mature on the City Hall site directly south of the tower. The applicant has not proposed a generator or other equipment which would produce noise.

Finish: The antennas and other attachments and accoutrement on the tower should be painted to match the tower to reduce notice of the equipment.

Screening: The ground equipment would be behind the existing accessory building and would be behind the new trees and plantings on the city hall site. Because of the utility nature of the equipment, most people do not notice the additional equipment or antennas. Staff do not find that additional screening of the area would be necessary.

Public Services: None needed.

RECOMMENDATION

Staff recommends approval of the conditional use permit subject to the following conditions:

1. The applicant must apply for and acquire all necessary building permits prior to beginning any construction on the site and provide a third-party inspectors.
2. The applicant shall install the new antennas and tower equipment outside of the nesting season.
 - a. No lights shall be added to the tower unless required by the FAA and no lights shall be installed on the ground equipment.
3. Prior to approval of any permit, the applicant shall submit revised plans to indicate:
 - a. Antennas and all equipment shall be white, pale grey or a similar color to the existing tower.
 - b. The ground equipment and ice bridge shall be factory coated or painted to match the building.
 - c. Structural drawings stamped by an engineer.
4. All disturbance of the site shall be restored to preconstruction condition by the end of the next growing season.

ATTACHMENTS:

Location Map

Applicant's Narrative and Plans



SMJ INTERNATIONAL

49030 Pontiac Trail, Suite 100
Wixom, MI 48393
www.smj-llc.com

December 28, 2021



City of Shorewood
Planning and Protective Inspections
5755 Country Club Road
Shorewood, MN 55331
Phone: 952-960-7900

Re: **DISH Wireless Proposed Modification at:**
MNMSP00321A 24283 Smithtown Rd., Excelsior MN 55331
PID: 33-117-23-14-0005

Encl: Zoning Application
Zoning Application Checklist
Construction Drawings (3 sets, 11" x 17")
Structural Analysis
Tower Modification (3 sets, 11" x 17")
Fee: \$500.00
Escrow: \$1,000.00

City of Shorewood:

I have previously been in touch with your department regarding DISH Wireless' proposed work at the location above, to improve wireless communication services in your area. DISH Wireless' proposed installation will consist of adding cellular antennas and ground equipment, per the drawings provided.

The proposed project consists of constructing a 5' x 7' equipment platform on the ground and ice bridge for associated cables and adding 3 antennas used for wireless communication (cellular), the height of the tower will not be increased. There will be no lighting added to the tower, and the noise levels will not be increased. All work will take place within the existing, fenced/leased area.

The proposed use, and its related construction, is consistent with the policies and provisions of the Comprehensive Plan.

The proposed use is compatible with present and future land uses in the area and will not depreciate the area in which it is proposed.

The proposed use will not overburden the city's service capacity and would be accommodated with existing public services including public streets.

The establishment, maintenance or operation of this proposed conditional use will promote and enhance the general public welfare and would not be detrimental to or endanger the public health and safety.

This proposed use conforms to the applicable regulations of the district in which it is located and otherwise conforms to the applicable regulations of city code.

Accordingly, please find enclosed a completed application package for zoning approval along with the above-listed materials. Please let me know as soon as possible if any additional information is required.

If approved, please respond with any remaining fees and remit a copy of the completed permit via mail/email to:

Attn: Kristen Swenson
49030 Pontiac Trail, Suite 100
Wixom, MI 48393

Phone: (651) 226-1041
Email: kswenson@smj-llc.com

As always, feel free to contact me with any questions or concerns. I look forward to hearing from you.

All the best,

Kristen Swenson

Kristen Swenson

SMJ INTERNATIONAL



24283 Smithtown Road Location Map





DISH WIRELESS L.L.C. SITE ID:

MNMSP00321A

DISH WIRELESS L.L.C. SITE ADDRESS:

**24283 SMITHTOWN RD.
EXCELSIOR, MN 55331**

CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	2020 MINNESOTA BUILDING CODE/2020 IBC
MECHANICAL	2020 MINNESOTA MECHANICAL AND FUEL GAS CODE/2020 IMC
ELECTRICAL	2020 MINNESOTA ELECTRICAL CODE/2020 NEC

SHEET INDEX

SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
LS1	EXISTING SURVEY (BY OTHERS)
A-1	OVERALL AND ENLARGED SITE PLAN
A-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE
A-3	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-4	EQUIPMENT DETAILS
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS, & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

TOWER SCOPE OF WORK:

- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
- INSTALL (1) PROPOSED ANTENNA PLATFORM MOUNT
- INSTALL PROPOSED JUMPERS
- INSTALL (6) PROPOSED RRHs (2 PER SECTOR)
- INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
- INSTALL (1) PROPOSED HYBRID CABLE (LENGTH: 170'-0")

GROUND SCOPE OF WORK:

- REMOVE (1) EXISTING STEEL PLATFORM
- INSTALL (1) PROPOSED STEEL PLATFORM
- INSTALL (1) PROPOSED ICE BRIDGE
- INSTALL (1) PROPOSED PPC CABINET
- INSTALL (1) PROPOSED EQUIPMENT CABINET
- INSTALL (1) PROPOSED POWER CONDUIT
- INSTALL (1) PROPOSED TELCO CONDUIT
- INSTALL (1) PROPOSED TELCO-FIBER BOX
- INSTALL (1) PROPOSED GPS UNIT
- INSTALL (1) PROPOSED SAFETY SWITCH (IF REQUIRED)
- INSTALL (1) PROPOSED FIBER NID (IF REQUIRED)
- INSTALL (1) PROPOSED METER SOCKET

SITE PHOTO



GOPHER STATE ONE CALL
UTILITY NOTIFICATION CENTER OF MINNESOTA
(800) 252-1166
WWW.GOPHERSTATEONECALL.ORG

CALL 2 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION



GENERAL NOTES

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE. NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER: FISH & SON PROPERTIES LLC
ADDRESS: 70 FLORENCE DR
TONKA BAY, MN 55331

TOWER TYPE: MONOPOLE

TOWER CO SITE ID: 81418

TOWER APP NUMBER: 13710486_MN

COUNTY: HENNEPIN

LATITUDE (NAD 83): 44°54'01.0" N
44.900269 N

LONGITUDE (NAD 83): 93°35'16.6" W
-93.587944 W

ZONING JURISDICTION: CITY OF EXCELSIOR

ZONING DISTRICT: -

PARCEL NUMBER: 3311723140005

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: II-B

POWER COMPANY: TBD

TELEPHONE COMPANY: TBD

PROJECT DIRECTORY

APPLICANT: DISH WIRELESS L.L.C.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120
(303) 708-5008

TOWER OWNER: AMERICAN TOWER
10 PRESIDENTIAL WAY
WOBBURN, MA 01801

SITE DESIGNER: FULLERTON ENGINEERING
1100 E WOODFIELD, STE 500
SCHAUMBURG, IL 60173
(847) 908-8400

SITE ACQUISITION: KATHLEEN BOGGS
kathleen.boggs@dish.com

CONSTRUCTION MANAGER: MO MOHAMMED
mo.mohammed@dish.com

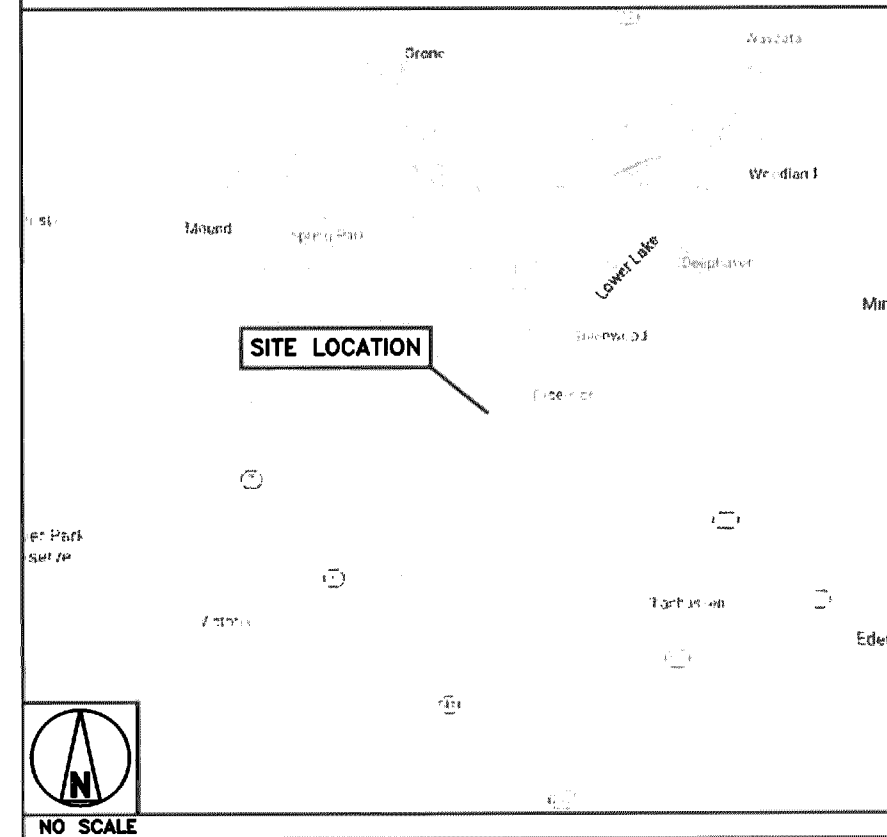
RF ENGINEER: CHONG LEE
chong.lee@dish.com

DIRECTIONS

DIRECTIONS FROM MINNEAPOLIS-SAINT PAUL INTERNATIONAL AIRPORT:

GET ON MN-5 W/STATE HWY 5 W FROM GLUMACK DR. FOLLOW I-494 W TO MN-7 W IN MINNETONKA. TAKE EXIT 16B FROM I-494 W, CONTINUE ON MN-7 W TO YOUR DESTINATION IN SHOREWOOD. MERGE ONTO MN-7 W. TURN RIGHT ONTO OAK ST, CONTINUE ONTO SMITHTOWN RD. TURN LEFT TO STAY ON SMITHTOWN RD, TURN LEFT ONTO COUNTRY CLUB RD, TURN LEFT, DESTINATION WILL BE ON THE RIGHT.

VICINITY MAP



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

FULLERTON ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
www.FullertonEngineering.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Michael B Leeper
License # 56187

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DRAWN BY: LYN CHECKED BY: KR APPROVED BY: ML

RFDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
A	06/25/2021	ISSUED FOR REVIEW
0	09/09/2021	ISSUED FOR CONSTRUCTION
1	09/29/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

81418-13710486

DISH WIRELESS L.L.C.
PROJECT INFORMATION

MNMSP00321A
24283 SMITHTOWN RD.
EXCELSIOR, MN 55331

SHEET TITLE
TITLE SHEET

SHEET NUMBER

T-1

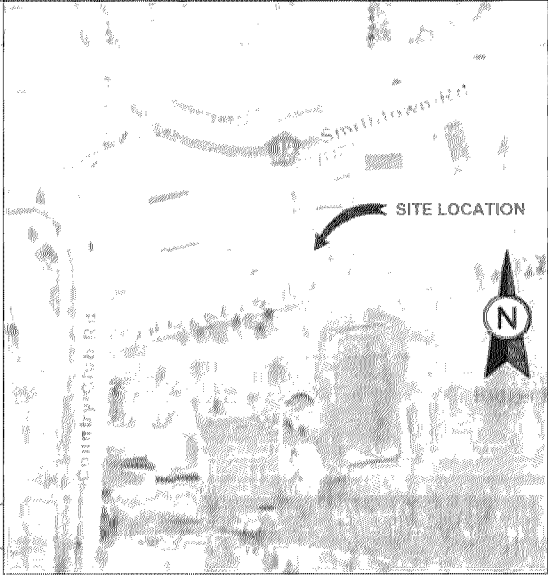
2021.0102.02

PROJECT SUMMARY	SURVEYOR'S NOTES
FIELD SURVEY DATE: 02/19/2019 SITE ADDRESS: 24283 SMITHTOWN RD. EXCELSIOR, MN 55331-8874 PARCEL INFORMATION OWNER: FISH & SON PROPERTIES LLC OWNER ADDRESS: 70 FLORENCE DR, TONKA BAY, MN 55331 APN: 33172340005 INSTRUMENT NO.: 195450322 TOTAL AREAS: PARENT PARCEL: 18,664± SQ. FT. OR 0.43± ACRES ATC LEASE AREA: 7,007± SQ. FT. OR 0.16± ACRES ACCESS EASEMENT - AS PROVIDED: 1,689± SQ. FT. OR 0.04± ACRES ACCESS EASEMENT - AS SURVEYED: 2,534± SQ. FT. OR 0.06± ACRES GEOGRAPHIC COORDINATES OF TOWER: LATITUDE: 44°54'00.889" N LONGITUDE: 93°39'16.562" W VERTICAL DATUM: NAVD 1983 HORIZONTAL DATUM: NAD83 GROUND ELEVATION: 978.9 COORDINATES ARE BASED ON MINNESOTA STATE PLANE COORDINATES, SOUTH ZONE, HENNEPIN COUNTY PROJECTION. BEARINGS ARE BASED ON MINNESOTA STATE PLANE COORDINATES, SOUTH ZONE, HENNEPIN COUNTY PROJECTION. FLOODPLAIN: PER THE FEMA FLOODPLAIN MAPS, THE SITE IS LOCATED IN AN AREA DESIGNATED AS ZONE X. COMMUNITY PANEL NO.: 2705308314F DATED: 11/04/2016 BOUNDARY NOTE: THIS SURVEY DOES NOT CONSTITUTE A BOUNDARY SURVEY OF THE PARENT TRACT. ANY PARENT TRACT PROPERTY LINES SHOWN HEREON ARE FROM SUPPLIED INFORMATION AND ARE NOT FIELD VERIFIED.	1. THERE IS ACCESS TO THE SUBJECT PROPERTY VIA AN ACCESS EASEMENT - AS SURVEYED TO SMITHTOWN ROAD, A PUBLIC RIGHT OF WAY. 2. THE LOCATIONS OF ALL UTILITIES SHOWN ON THE SURVEY ARE FROM VISIBLE SURFACE EVIDENCE ONLY. 3. AT THE TIME OF THIS SURVEY THERE WAS NO OBSERVABLE SURFACE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS WITHIN RECENT MONTHS. 4. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF THE SUBJECT PROPERTY BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL. 5. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF ANY RECENT CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION. 6. AT THE TIME OF THIS SURVEY, THERE WAS NO OBSERVABLE EVIDENCE OF ANY RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. 7. THIS SURVEY WAS PREPARED TO SHOW THE INTERESTS OF AMERICAN TOWER CORPORATION AND IMPROVEMENTS PROXIMAL TO SAID INTERESTS. IT DOES NOT CONSTITUTE AN AS-BUILT SURVEY OF THE ENTIRE PARENT PARCEL. 8. ALL BEARING AND DISTANCE CALLS ARE MEASURED UNLESS OTHERWISE NOTED. 9. UNLESS OTHERWISE SPECIFIED, UTILITY POLES DID NOT IDENTIFY OWNERSHIP. 10. AT THE TIME OF THIS SURVEY THERE WAS SIGNIFICANT SNOW COVER. THERE MAY BE IMPROVEMENTS THAT EXIST BUT ARE NOT SHOWN ON SURVEY DUE TO THE SNOW COVER.

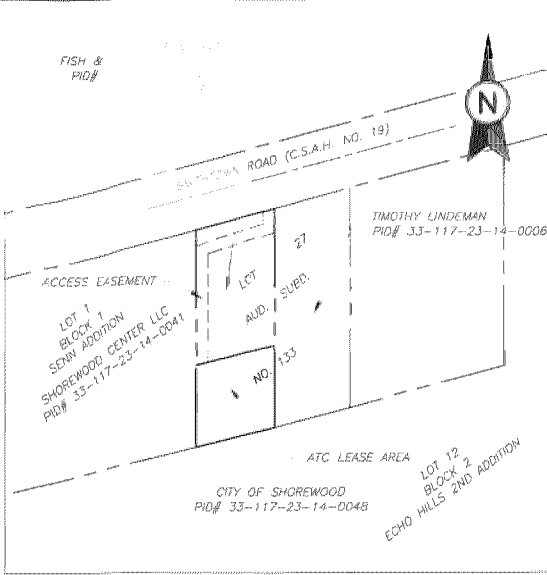
ZONING INFORMATION
ZONING INFORMATION NOT PROVIDED AT TIME OF SURVEY.

LEGAL DESCRIPTION
PARENT PARCEL - AS PROVIDED: <i>see Coral Report</i> That part of Lot 27, Auditor's Subdivision Number One Hundred Thirty-three (133), Hennepin County, Minnesota, described as beginning at the Southeast corner of Block 1, SENN ADDITION; thence along the Easterly extension of the Southerly line of said Block 1 a distance of 85 feet; thence Northerly parallel with the East line of said Block 1 to the Northerly line of said Lot 27; thence Westerly along said Northerly line to the East line of said Block 1; thence Southerly along said East line to the point of beginning. Contains 18,664±- SQ. FT. or 0.43±- Acres. ATC LEASE AREA - AS PROVIDED & AS SURVEYED: <i>Per Memorandum of Amendment No. 2 to Option-Lease Agreement Inst. No. 3597900</i> The southerly 85.00 feet of the following described property (said 85.00 feet being measured along the east and west lines of the following described property): That part of Lot 27, Auditor's Subdivision Number One Hundred Thirty-three (133), Hennepin County, Minnesota, described as beginning at the Southeast corner of Block 1, Senn Addition; thence along the Easterly extension of the Southerly line of said Block 1 a distance of 85 feet; thence Northerly parallel with the East line of said Block 1 to the Northerly line of said Lot 27; thence Westerly along said Northerly line to the East line of said Block 1; thence Southerly along said East line to the point of beginning. Contains 7,007±- SQ. FT. or 0.16±- Acres. ACCESS EASEMENT - AS PROVIDED: <i>Per Memorandum of Amendment No. 2 to Option-Lease Agreement Inst. No. 3597900</i> The westerly 12.00 feet of that part of Lot 27, Auditor's Subdivision Number One Hundred Thirty-three (133), Hennepin County, Minnesota, described as beginning at the Southeast corner of Block 1, Senn Addition; thence along the Easterly extension of the Southerly line of said Block 1 a distance of 85 feet; thence Northerly parallel with the East line of said Block 1 to the Northerly line of said Lot 27; thence Westerly along said Northerly line to the East line of said Block 1; thence Southerly along said East line to the point of beginning. Contains 1,689±- SQ. FT. or 0.04±- Acres. ACCESS EASEMENT - AS SURVEYED: A 12.00 foot wide access easement over, under and across that part of Lot 27, Auditor's Subdivision Number One Hundred Thirty-three (133), Hennepin County, Minnesota, described as follows: Commencing at the Southeast corner of Block 1, SENN ADDITION; thence North 76 degrees 00 minutes 11 seconds East, assumed bearing, along the easterly extension of the Southerly line of said Block 1, a distance of 85.00 feet; thence North 00 degrees 07 minutes 11 seconds East, parallel with the East line of said Block 1, a distance of 202.12 feet, to the point of beginning of the easement to be described; thence continue North 00 degrees 07 minutes 11 seconds East, along said parallel line, 25.13 feet, to the southerly line of HENNEPIN COUNTY STATE AID HIGHWAY NO. 19, PLAT 57; thence South 74 degrees 55 minutes 27 seconds West, along last described southerly line, 12.43 feet; thence South 00 degrees 07 minutes 11 seconds West, parallel with said East line of Block 1, a distance of 13.13 feet; thence South 72 degrees 15 minutes 17 seconds West, 74.00 feet, to said East line of Block 1; thence South 00 degrees 07 minutes 11 seconds West, along said East line, 123.89 feet, to a point 85.00 feet northerly of said Southeast corner of Block 1, as measured along said East line; thence North 76 degrees 00 minutes 11 seconds East, parallel with said easterly extension of the Southerly line of Block 1, a distance of 12.37 feet, to a line drawn 12.00 feet easterly of, as measured at a right angle to and parallel with, said East line of Block 1; thence North 00 degrees 07 minutes 11 seconds East, along last described parallel line, 112.13 feet; thence North 72 degrees 15 minutes 17 seconds East, 74.00 feet, to the point of beginning. Contains 2,534±- SQ. FT. or 0.06±- Acres.

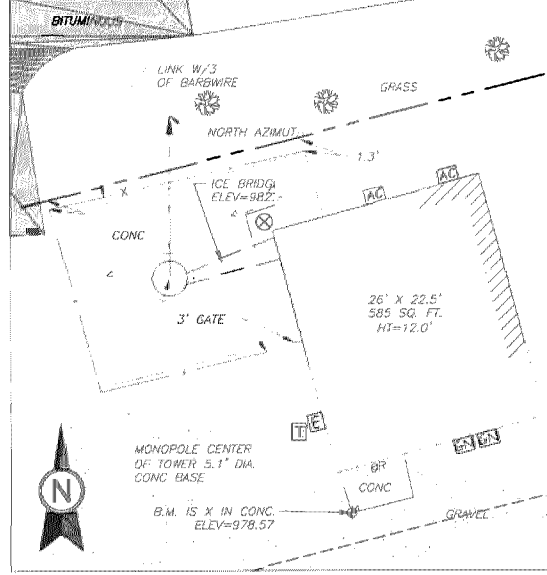
NOTES CORRESPONDING TO TITLE REPORT
THE CORAL REPORT ISSUED BY LINCOLN ABSTRACT & SETTLEMENT SERVICES AS FILE NUMBER 19104669MN AND A SEARCHED FROM DATE OF 8/17/1979 TO 2/12/2019 CONTAINS THE FOLLOWING EXCEPTION ITEMS: Mortgages: Type: Mortgage Mortgagee: Bridgewater Bank Mortgagee: Fish & Son Properties, LLC Amount: \$150,000.00 Dated: September 15, 2018 Recorded/Filed: September 25, 2018 Document#: T05563359 (APPLIES TO PARENT PARCEL - AS PROVIDED) Affected by: 1. Assignment of Rents recorded September 25, 2018 as Instrument Number T05563360. (APPLIES TO PARENT PARCEL - AS PROVIDED) Liens/Judgments: None Found of Record. Lease Easements: 1. Option-Lease Agreement between Richard A. Moore and Chicago Title Insurance Co. dated January 15, 1982 and recorded December 21, 1982 as Instrument 4760996. (APPLIES TO PART OF PARENT PARCEL, REVISED BY INSTRUMENT NO. 3597900, NOT SHOWN ON SURVEY) 2. Option-Lease Amendment between Richard A. Moore and Colleen Moore and Chicago Title Insurance Co. dated October 11, 1983 and recorded November 8, 1983 as Instrument 4643529. (NO DESCRIPTION FOR LEASE AREA PROVIDED, PARKING EASEMENT AS SHOWN ON SURVEY) 3. Assignment and Assumption of a lease between Chicago Title Insurance Company and Minneapolis SUSA Limited Partnership dated September 28, 1994 and recorded April 16, 1995 as Instrument 4682982. (APPLIES TO PART OF PARENT PARCEL, REVISED BY INSTRUMENT NO. 3597900, NOT SHOWN ON SURVEY) 4. Ninety-Nine Year Lease between James J. Helland and Jane C. Helland and Richard A. Moore and Colleen Moore dated December 10, 1985 and recorded June 2, 1987 as Instrument 5274985. (APPLIES TO PART OF PARENT PARCEL, REVISED BY INSTRUMENT NO. 3597900, NOT SHOWN ON SURVEY, PARKING EASEMENT PER INSTRUMENT NO. 4643529 AS SHOWN ON SURVEY) 5. Memorandum of Amendment No. 2 to Option-Lease Agreement between Colleen Moore, Jeffrey C. Williams and Verizon Wireless (VAV) d/b/a Verizon Wireless dated August 30, 2002 and recorded September 5, 2002 in Book at Page as Instrument 3597900. (APPLIES TO ATC LEASE AREA AND ACCESS EASEMENT AS PROVIDED) 6. Memorandum of Amendment No. 3 between Fish & Son Properties, LLC and Verizon Wireless (VAV) LLC d/b/a Verizon Wireless dated November 14, 2008 and recorded February 4, 2009 as Instrument T4812476. (APPLIES TO PARENT PARCEL - AS PROVIDED) 7. There are no other leases or easements found of record.



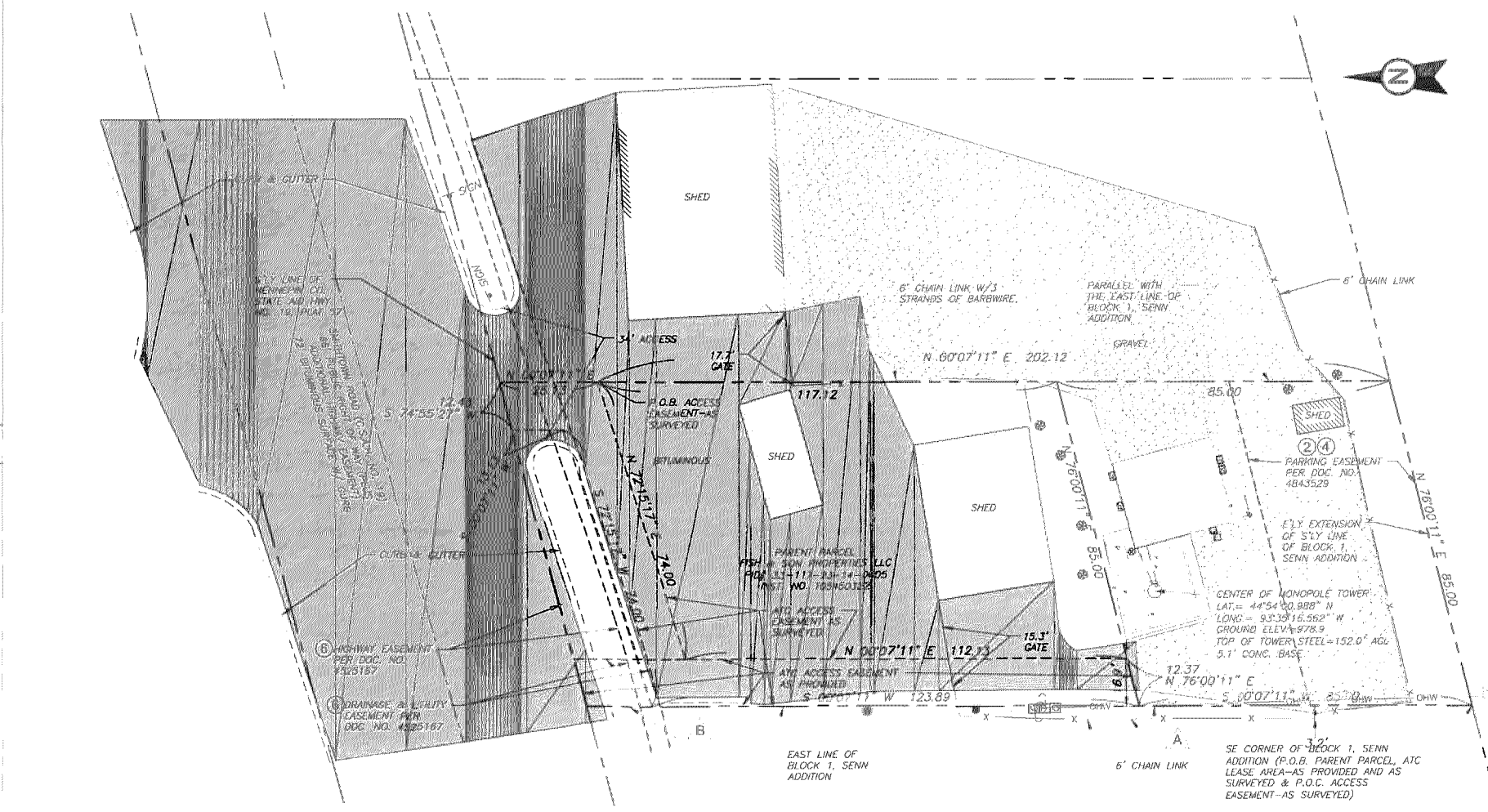
1 VICINITY MAP
NTS



2 PARENT PARCEL
PART OF LOT 27 OF AUD. SUBD. NO. 133
SCALE: 1"=1000' (11X17)
1"=500' (22X34)



3 COMPOUND DETAIL
SCALE: 1"=20' (11X17)
1"=10' (22X34)



SURVEY LEGEND
SURVEY BENCHMARK
EXISTING P.V.C. PIPE
EXISTING SIGN
EXISTING UTILITY POLE
EXISTING UTILITY PEDESTAL (CABLE)
EXISTING UTILITY PEDESTAL (TELEPHONE)
EXISTING UTILITY PEDESTAL (ELECTRIC)
EXISTING GENERATOR RECTEAGLE
EXISTING H.V.A.C.
EXISTING DECIDUOUS TREE
EXISTING PINE TREE
EXISTING PROPERTY
EXISTING RIGHT OF WAY
EXISTING EASEMENT
EXISTING TREE LINE
EXISTING CHAINLINK FENCE

EXISTING ROAD (DIRT)
EXISTING ROAD (PAVED)
EXISTING GRAVEL
EXISTING BITUMINOUS
EXISTING CONCRETE
EXISTING BUILDING
EXISTING ADJ. PROPERTY
EXISTING CONTOUR (MAJOR)
EXISTING CONTOUR (MINOR)
EXISTING OVERHEAD WIRE

4 SURVEY PLAN
SCALE: 1"=40' (11X17)
1"=20' (22X34)

WORK COORDINATED BY:

National Land Survey Consultants
clevin@coxlevin.com
781-640-3100 • www.coxlevin.com



AMERICAN TOWER®
ATC TOWER SERVICES, INC.
3500 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112
FAX: (919) 466-5415

THESE DRAWINGS AND/OR THE ACCOMPANYING SPECIFICATION AS INSTRUMENTS OR SERVICE ARE THE EXCLUSIVE PROPERTY OF AMERICAN TOWER. THEIR USE AND PUBLICATION SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY ARE PREPARED. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO AMERICAN TOWER OF THE SPECIFIED CARRIER IS STRICTLY PROHIBITED. TITLE TO THESE DOCUMENTS SHALL REMAIN THE PROPERTY OF AMERICAN TOWER WHETHER OR NOT THE PROJECT IS EXECUTED. NEITHER THE ARCHITECT NOR THE ENGINEER WILL BE PROVIDING ON-SITE CONSTRUCTION REVIEW OF THIS PROJECT. CONTRACTOR(S) MUST VERIFY ALL DIMENSIONS AND ADVISE AMERICAN TOWER OF ANY DISCREPANCIES. ANY PRIOR ISSUANCE OF THIS DRAWING IS SUPERSEDED BY THE LATEST VERSION ON FILE WITH AMERICAN TOWER.

REV.	DESCRIPTION	BY	DATE
0	PRELIM	BCO	02/20/
1	REVISIONS	DMS	03/15/
2	FINAL	BCO	05/14/

ATC SITE NUMBER:
81418

ATC SITE NAME:
SHOREWOOD MN

SITE ADDRESS:
24283 SMITHTOWN RD.
EXCELSIOR, MN 55331

SURVEY CERTIFICATE:
THIS IS TO CERTIFY THAT O'MALLEY & KRON LA SURVEYORS, INC. AT THE REQUEST AND FOR EXCLUSIVE USE OF AMERICAN TOWER CORP., I PERFORMED THIS AS-BUILT SURVEY OF THE LEASE AREA, FROM THE RECORD SOURCES AN ACTUAL FIELD SURVEY ON 2/19/2019 IN ACCORDANCE WITH THE MINIMUM STANDARDS FOR PROPERTY BOUNDARY SURVEYS. ALL LINE AND ANGULAR VALUES SHOWN ARE BASED UPON DEED OR RECORD INFORMATION UNLESS OTHERWISE NOTED.

(SIGNED)
BENJAMIN C. O'MALLEY
MINNESOTA REGISTRATION 42300

SURVEY LOGO:
O'MALLEY & KRON LAND SURVEYORS, INC.
1004 2ND STREET SE
WILLMAR, MN 56201
PH. 320-235-4012
WWW.OMALLEY-KRON.COM

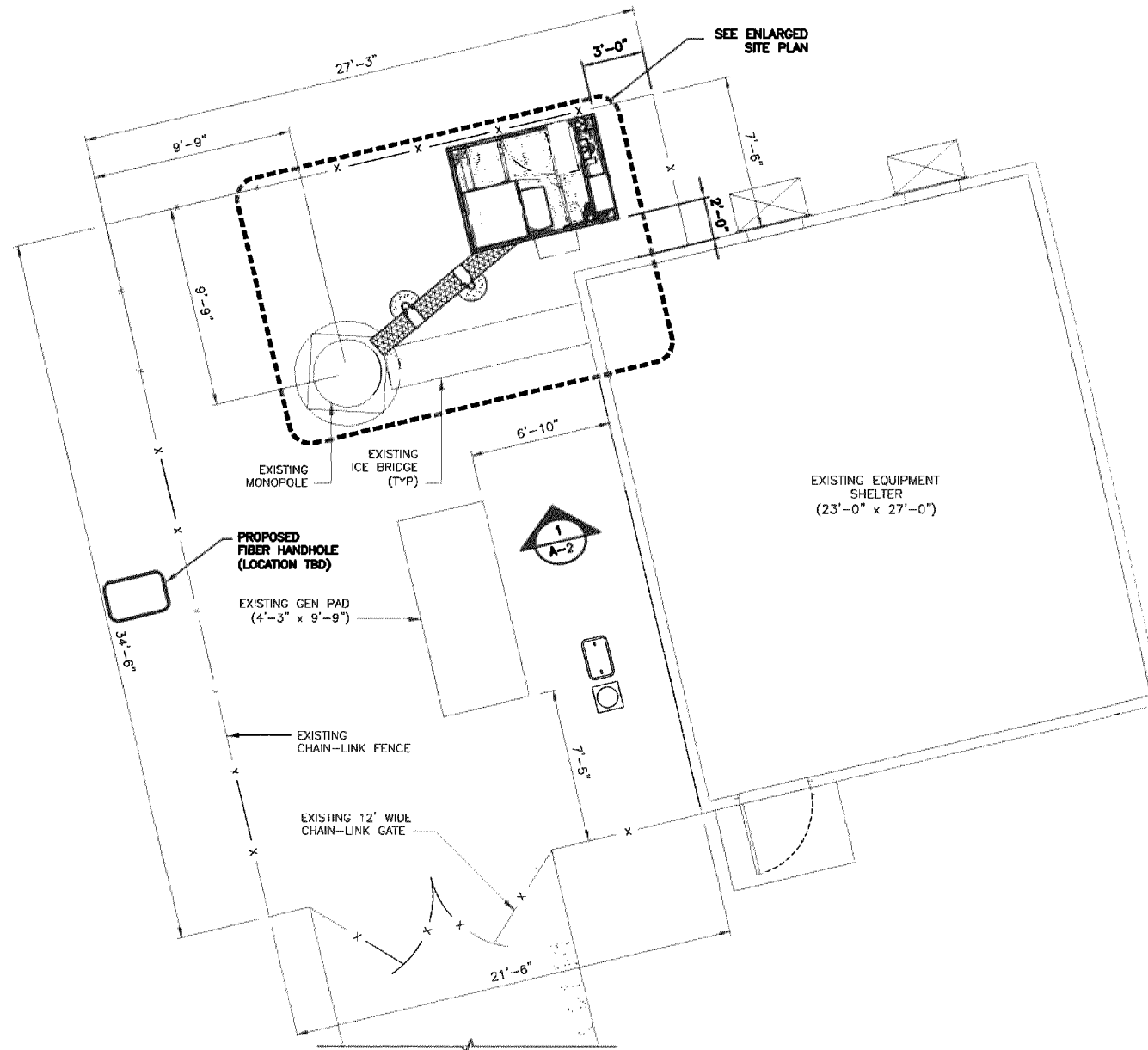
DRAWN BY:	B.C.O.
APPROVED BY:	B.C.O.
DATE DRAWN:	2/20/2019
ATC JOB NO:	81418

AS-BUILT/TITLE AND BOUNDARY PLAN

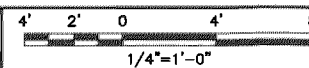
SHEET NUMBER: **V-101** REVIS: **2**

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



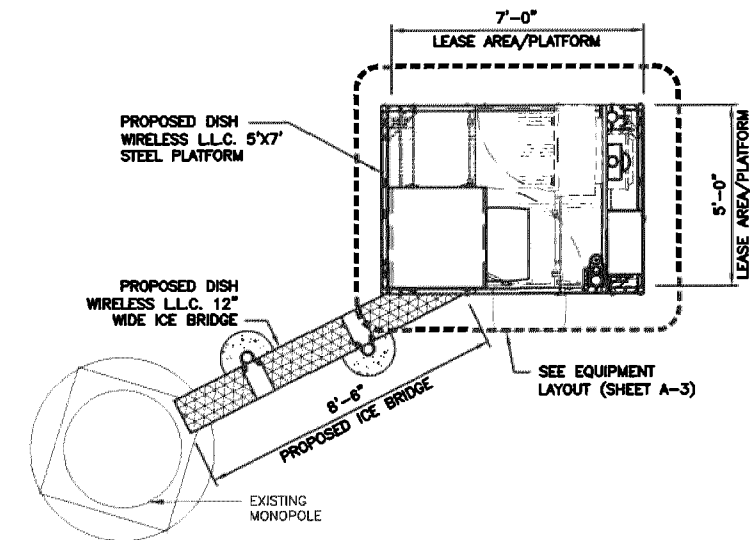
SITE PLAN



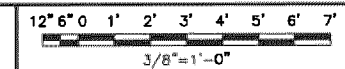
1

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. CONTRACTOR SHALL MAINTAIN A 10'-0" MINIMUM SEPARATION BETWEEN THE PROPOSED GPS UNIT, TRANSMITTING ANTENNAS AND EXISTING GPS UNITS.
3. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.



ENLARGED SITE PLAN



2



OVERALL SITE PLAN

NO SCALE

3

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

FULLERTON
ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
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Michael B Leeper
License # 56187

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DRAWN BY: CHECKED BY: APPROVED BY
LYN KR ML

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	08/25/2021	ISSUED FOR REVIEW
0	08/08/2021	ISSUED FOR CONSTRUCTION
1	08/29/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER

81418-13710486

DISH WIRELESS L.L.C.
PROJECT INFORMATION

MNMSPO0321A
24283 SMITHTOWN RD.
EXCELSIOR, MN 55331

SHEET TITLE
OVERALL AND ENLARGED
SITE PLAN

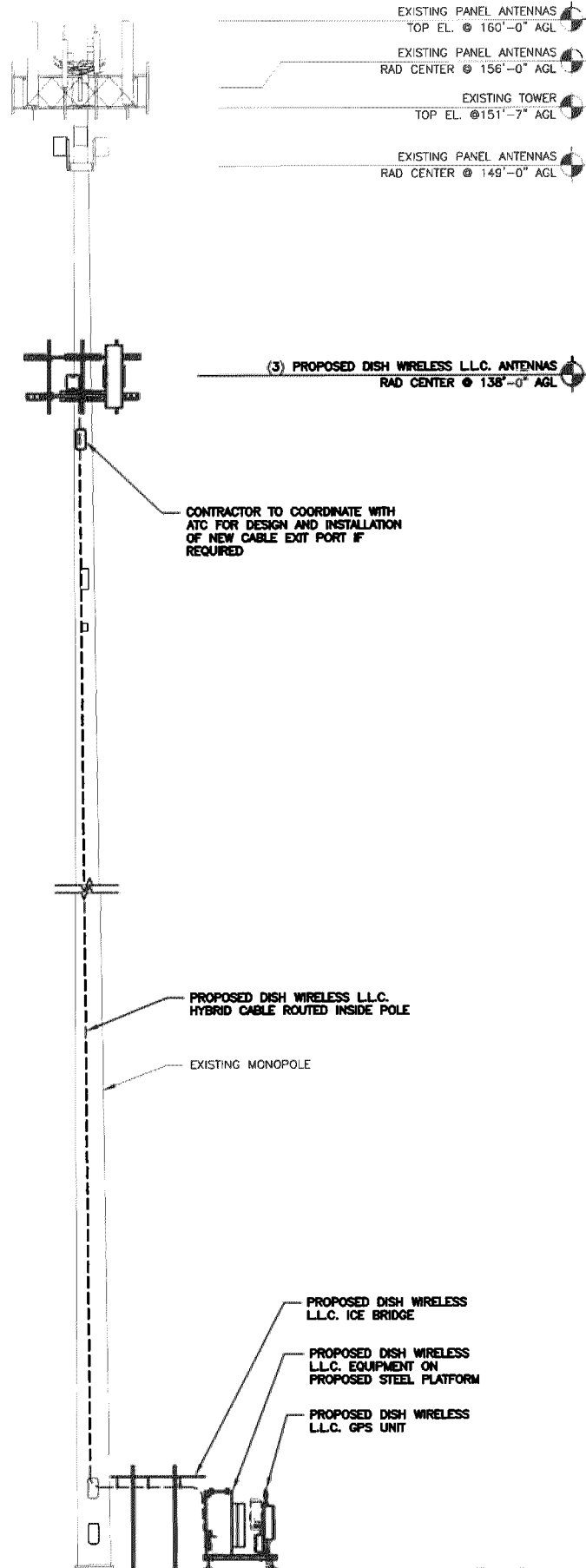
SHEET NUMBER

A-1

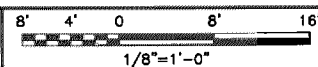
2021.0102.02

NOTES

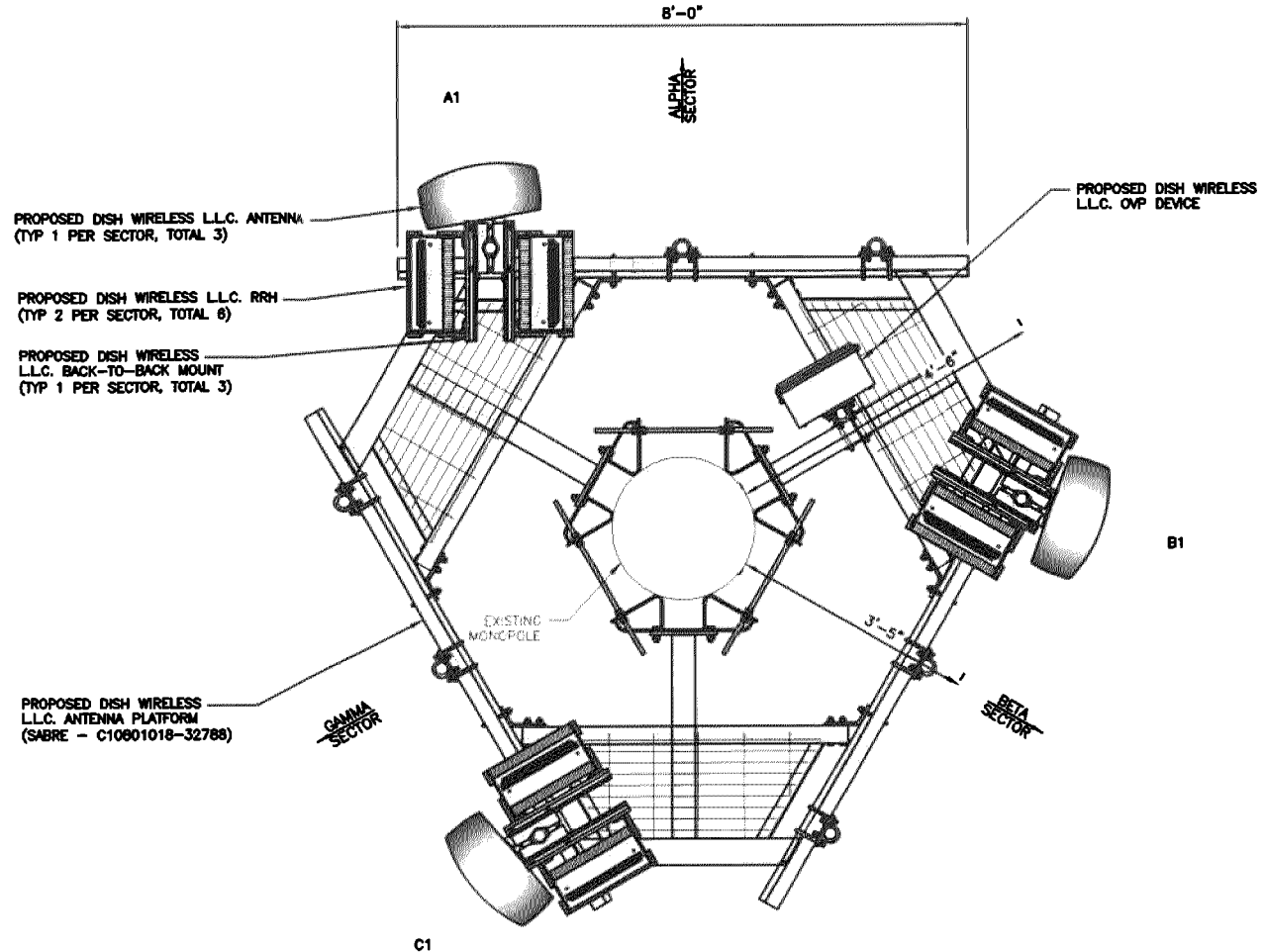
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



PROPOSED ELEVATION



1



PROPOSED ANTENNA LAYOUT



2

SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE	
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (HxW)	AZIMUTH	RAD CENTER	FEED LINE TYPE AND LENGTH	
ALPHA	A1	PROPOSED	COMMScope - FFV65BR2	5G	72.0" x 19.6"	350°	138'-0"	(1) HIGH-CAPACITY HYBRID CABLE (170' LONG)	
BETA	B1	PROPOSED	COMMScope - FFV65BR2	5G	72.0" x 19.6"	110°	138'-0"		
GAMMA	C1	PROPOSED	COMMScope - FFV65BR2	5G	72.0" x 19.6"	230°	138'-0"	(1) RAYCAP RDIC-9181-PF-48 OVP	
SECTOR	POSITION	RRH		NOTES					
		MANUFACTURER - MODEL NUMBER	TECHNOLOGY						
ALPHA	A1	FUJITSU - TA08025-B604	N70, N66						
	A1	FUJITSU - TA08025-B605	N71, N29						
BETA	B1	FUJITSU - TA08025-B604	N70, N66						
	B1	FUJITSU - TA08025-B605	N71, N29						
GAMMA	C1	FUJITSU - TA08025-B604	N70, N66						
	C1	FUJITSU - TA08025-B605	N71, N29						

PROPOSED ANTENNA SCHEDULE

NO SCALE

3

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

FULLERTON
ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
www.FullertonEngineering.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Michael B Leeper
License # 56187

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DRAWN BY: CHECKED BY: APPROVED BY:
LYN KR ML

RFDS REV #:

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A&E PROJECT NUMBER

81418-13710486

DISH WIRELESS L.L.C.
PROJECT INFORMATION

MNMP00321A
24283 SMITHTOWN RD.
EXCELSIOR, MN 55331

SHEET TITLE
ELEVATION, ANTENNA
LAYOUT AND SCHEDULE

SHEET NUMBER

A-2

2021.0102.02

NOTES

1. CONTRACTOR SHALL FIELD VERIFY ALL PROPOSED UNDERGROUND UTILITY CONDUIT ROUTE.
2. ANTENNAS AND MOUNTS OMITTED FOR CLARITY.

DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHENOLIC NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
13. ALL TRENCHES IN COMPOUND TO BE HAND DUG.

ELECTRICAL NOTES

NO SCALE

2

NOTES

CONSTRUCTION CONTRACTOR MUST FIELD VERIFY THAT THE PROPOSED UTILITY ROUTES ARE WITHIN ATC'S EASEMENT.

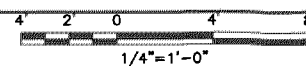


UTILITY ROUTE PLAN (OVERALL)

NO SCALE

3

UTILITY ROUTE PLAN



1



dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

FULLERTON
ENGINEERING DESIGN

1100 E. WOODFIELD ROAD, SUITE 500
SCHAUMBURG, ILLINOIS 60173
TEL: 847-908-8400
www.FullertonEngineering.com

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Michael B Leeper
License # 56187

Michael B Leeper

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY: LYN CHECKED BY: KR APPROVED BY: ML

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS

REV	DATE	DESCRIPTION
A	08/25/2021	ISSUED FOR REVIEW
0	09/09/2021	ISSUED FOR CONSTRUCTION
1	09/29/2021	ISSUED FOR CONSTRUCTION

A&E PROJECT NUMBER
81418-13710486

DISH WIRELESS L.L.C.
PROJECT INFORMATION

MNMSP00321A
24283 SMITHTOWN RD.
EXCELSIOR, MN 55331

SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER

E-1

**RESOLUTION 22-026
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT
FOR AN ANTENNA COLLOCATION ON AN EXISTING MONOPOLE AND
RELATED EQUIPMENT AT 24283 SMITHTOWN ROAD**

WHEREAS, SMJ International, LLC., on behalf of Dish Wireless, has applied to add three telecommunication antennas and other equipment in a triangular array on the existing monopole and add related ground equipment on the property legally described as:

Lot 27, Auditor's Subdivision No. One Hundred Thirty-three (133), Hennepin County, Minnesota, described as beginning at the southeast corner of Block 1, Senn Addition; thence along the easterly extension of the southerly line of said Block 1 a distance of 85 feet; thence northerly parallel with the east line of said Block 1 to the northerly line of said Lot 27; thence westerly along said northerly line to the east line of said Block 1; thence southerly along said east line to the point of beginning.

Subject to a lease agreement dated January 15, 1982 and filed for record December 21, 1982 as County Recorder Document No 4760996 in favor of Chicago Title Insurance Company, amended by lease amendment dated January 15, 1982 and filed for record November 8, 1983 as County Recorder Document No. 4843529; with assignment and assumption of the vendee's interest in said lease in favor of Minneapolis SMSA Limited Partnership, a Delaware Limited Partnership, dated September 28, 1984 and filed for record April 16, 1985 as County Recorder Document No. 4985882; and

WHEREAS, the applicant proposes to collocate their equipment on and near the existing monopole tower; and

WHEREAS, after required notice a public hearing was held and the application reviewed by the Planning Commission at a regular meeting held on March 1, 2022, the minutes of the meeting are on file at City Hall; and

WHEREAS, the City Council considered the application at its regular meeting on March 14, 2022, at which time the Planning Director's memorandum and the Planning Commission's recommendations were reviewed and comments were heard by the City Council from the Applicant, the public and City staff; and

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

FINDINGS OF FACT

1. The subject property is located in a C -1 General Commercial district, which allows antenna collocations subject to the approval of a conditional use permit.

2. The applicant's proposal is identified on plans and materials submitted to the City on December 30, 2021 and January 28, 2022.

CONCLUSIONS

1. The Applicant's plans have satisfied the criteria of a conditional use permit to collocate antennas under the Shorewood City Code.
2. The Applicant's plans indicate the collocation would be compatible with the neighborhood and would not tend to depreciate the area.
3. The application would not overburden the city's service capacity and existing public services and streets.
4. Based upon the foregoing, the City Council hereby grants to the Applicant a conditional use permit to collocate additional antennas, radio receiving units and related equipment on the tower and on a new equipment platform within the existing fenced area as shown on the plans submitted December 30, 2021 and January 28, 2022, subject to the following:
 - a. The applicant may not proceed with improvements prior to issuance of required permits.
 - b. Prior to issuance of permits, the applicant shall revise the plans as follows, consistent with city code:
 - 1) Provide a third-party special inspector and either structural drawings stamped by an engineer or a structural report showing that the tower can support the additional antennas and equipment.
 - 2) The antennas and all equipment installed on the tower shall be painted or factory coated to match the existing monopole.
 - 3) The ground equipment, other appurtenances and the ice bridge shall be factory coated or painted to match the accessory building.
 - c. The applicant shall not install any of the antennas or related equipment on the tower during osprey nesting season or otherwise disturb the nest.
 - d. The applicant shall provide 24-hour emergency contact information and the information shall be kept current and updated as necessary.
 - e. The applicant shall not install any lights on the tower (unless required by the FAA) or on the ground equipment.
 - f. All disturbance of the site shall be restored to preconstruction condition by the end of the growing season.
5. The City Clerk is hereby authorized and directed to record a certified copy of this resolution with Hennepin County.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA
this 14th day of March, 2022.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approve Plans and Authorizing Bidding for the Smithtown Pond/Shorewood Oaks Drainage Project
City Projects 20-07 and 20-04

Meeting Date: Monday, March 14, 2022

Prepared by: Andrew Budde, City Engineer

Reviewed by: Larry Brown, Director of Public Works

Attachments: Overview Map, ACOE Permit Letter, Resolution

Background: On January 25, 2021, the Shorewood City Council approved the Scoping Study and authorized preparation of the plans & specifications for the Smithtown Pond project.

The City had previously completed the Western Shorewood Drainage Study and the Smithtown Pond is a major component of the overall study. The proposed regional pond, located at 26245 Smithtown Road, provides an opportunity to significantly improve the drainage in upstream areas by allowing adequately sized trunk storm sewer pipes at depths that help propagate drainage through the area. The pond then provides an opportunity to store the water and release it at a rate that is significantly reduced from the current conditions. This will reduce the erosion potential to the downstream Grant Lorenz channel that has seen significant erosion, sloughing slopes, and washouts in recent years. Several other components of the project include improving the outlet condition from the existing Freeman Park Pond, installing a trail connection from Smithtown Road to the HCRRA Lake Minnetonka Regional Trail, and the Shorewood Oaks Drainage Improvements. The Smithtown Pond will also be an opportunity to install water quality treatment that will be required as part of the permitting and approval process for the Strawberry Lane Reconstruction and Trail project, slated for 2023. This helps reduce the need for additional right of way directly adjacent to the Strawberry Lane roadway corridor.

The city has acquired all major permits for the project including the approval of the Minnehaha Creek Watershed District and the Army Corps of Engineers. As part of the permitting process the City will need to purchase wetland bank credits to fulfill a condition of the permit. Staff has also been coordinating with the Hennepin County Regional Rail Authority and the Three Rivers Park District on a cost sharing agreement. The HCRRA is acting on the item at their March 8 meeting and the city will take council likely at the May 9 meeting.

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.*

Financial Considerations: This project has been budgeted for in the Capital Improvement Plan (CIP) in years 2021 and 2022 and includes three items from the CIP:

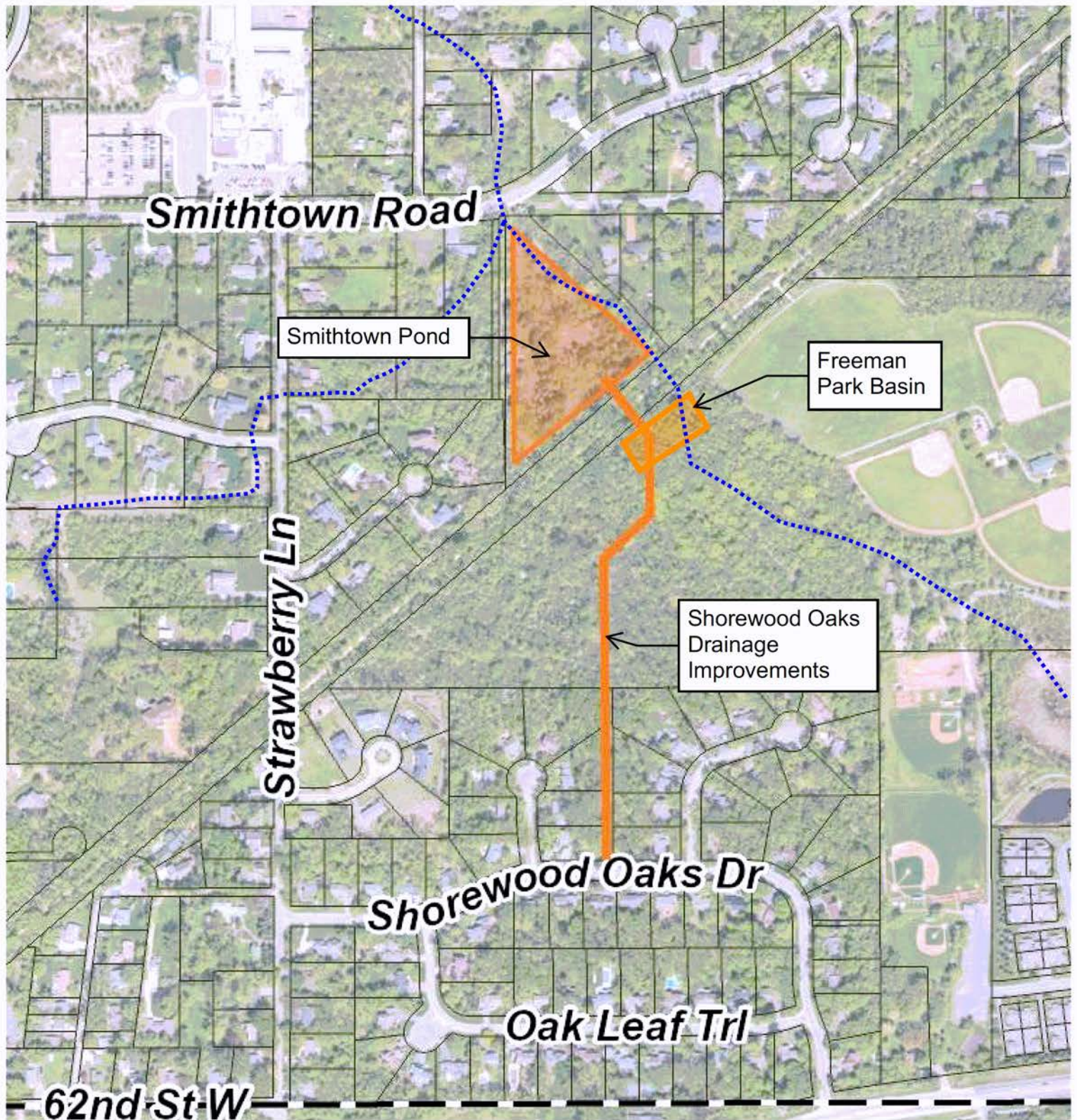
2021 Shorewood Oaks Drainage	\$190,000
2022 Smithtown Pond/Freeman Park Outlet	\$1,942,000
<u>2022 Smithtown Pond Trail</u>	<u>\$40,000</u>
Total Budget	\$2,172,000

The city will also receive cost sharing from the HCRRA in a not to exceed amount of \$38,680. The Engineers Estimates for the overall project cost is \$2,200,000.

Recommendation/Action Requested: Staff recommends the city council approve the plans and authorize bidding the Smithtown Pond project.

Next Steps and Timelines:

Approve Plans and Specifications/Authorize Ad for Bid	March 14, 2022
Open Bids	Late April 2022
Award Construction Contract	May 9, 2022
Begin Construction	Summer 2022
Substantial Completion: Shorewood Oaks Drainage Improvements.....	October 2022
Substantial Completion: Entire Project.....	March, 2023
Final Completion.....	July, 2023



0 400 Feet



**BOLTON
& MENK**

Real People. Real Solutions.

Disclaimer:

This drawing is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, information, and data located in various city, county, and state offices, and other sources affecting the area shown, and is to be used for reference purposes only. The City of Shorewood is not responsible for any inaccuracies herein contained.



Map Name



SMITHTOWN POND - PLAN RENDERING CITY OF SHOREWOOD





DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT
180 FIFTH STREET EAST, SUITE 700
ST. PAUL, MN 55101-1678

February 18, 2022

Regulatory File No. 2020-01813-MMJ

City of Shorewood
c/o Andrew Budde
5755 Country Club Road
Shorewood, MN 55331

Dear Mr. Budde:

We are responding to your request for Department of the Army (DA) authorization to discharge fill material into wetlands and multiple tributary features associated with the Smithtown Ponds project. The project site is located between Smithtown Road and Freeman Park, in the City of Shorewood in Section 32, Township 117 North, Range 23 West, Hennepin County, Minnesota.

Project authorization:

The project will involve the construction of a new stormwater runoff detention and water quality treatment facility, resulting in the discharge of dredged and fill material into 0.12 acre of wetland and along 525 linear feet (0.11 acre) of streambed below the plane of the ordinary high-water mark of multiple intermittent tributaries located within the project site. We have determined that this activity is authorized by a Corps Nationwide Permit (NWP), specifically, 2021 NWP 43, Stormwater Management Facilities. This work is shown on the enclosed figures, labeled 2020-01813-MMJ, Figures 1-4.

Conditions of your permit:

You must ensure the authorized work is performed in accordance with the enclosed General Permit terms, General Conditions, and St. Paul District Regional Conditions. In addition, this verification is subject to the following Special Condition:

1. As compensation for the authorized activities, a minimum of 0.2400 credit shall be debited from Minnesota Wetland Bank Accounts #1649 (Mader Wetland Bank) located in Hennepin County and Account #1722 (MPJWR/Preiner Wetland Bank) located in Anoka County, both serving Bank Service Area 7. Specifically mitigation credits shall consist of: 0.1813 deep marsh type wetland credit from Account #1649 and 0.0587 sedge meadow type wetland credit from Account #1722.

a. Prior to undertaking the activities authorized by this permit, the permittee shall ensure that the Corps receives the "Notice of Withdrawal of Wetland Credits from the Minnesota Wetland Bank," specifying the mitigation bank used, and the amount and type of credits withdrawn. The notice shall include the file number MVP-2020-01813-MMJ, and be submitted to the letterhead address or email address below.

You must ensure the authorized work is performed in accordance with the enclosed General Permit terms, General Conditions, and St. Paul District Regional Conditions.

You are also required to complete and return the enclosed Compliance Certification Form within 30 days of completing your project. Please email the completed form to the contact identified in the last paragraph.

A change in location or project plans may require re-evaluation of your project. Proposed changes should be coordinated with this office prior to construction. Failure to comply with all terms and conditions of this permit invalidates this authorization and could result in a violation of Section 301 of the Clean Water Act or Section 10 of the Rivers and Harbors Act. You must also obtain all local, State, and other Federal permits that apply to this project.

Water Quality Certification:

The certifying authority for this project is the Minnesota Pollution Control Agency (MPCA). The MPCA issued a Section 401 Water Quality Certification Waiver for this project on October 26, 2021, enclosed for reference.

Permit expiration:

This permit is valid until March 14, 2026, unless the general permit is modified, suspended, or revoked. If the work has not been completed by that time, you should contact this office to verify that the permit is still valid. Furthermore, if you commence or are under contract to commence this activity before the date of General Permit expiration, modification, or revocation, you have 12 months to complete the activity under the present terms and conditions of the General Permit.

Jurisdictional determination:

No jurisdictional determination was requested or prepared for this project. While not required, you may request a jurisdictional determination from the contact identified in the last paragraph.

Contact Information:

If you have any questions, please contact me in our St. Paul office at (651) 290-5363 or by email at Melissa.m.jenny@usace.army.mil.

Sincerely,

A handwritten signature in blue ink, appearing to read "Melissa Jenny".

Melissa Jenny
Project Manager

Enclosures:
2020-01813-MMJ, Figures 1-4
Compliance Certification Form
NWP 43 Terms and Conditions
MPCA Section 401 Water Quality Certification Waiver

CC:

Grace Barlow, MCWD, LGU

Ben Carlson, BWSR

Brandon Bohks, Agent

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

RESOLUTION 22-027

**A RESOLUTION APPROVING THE PLANS AND SPECIFICATIONS AND
AUTHORIZING BIDDING FOR THE SMITHTOWN POND/SHOREWOOD OAKS
DRAINAGE PROJECT
CITY PROJECT 20-07 AND 20-04**

WHEREAS, the City of Shorewood ("City") approved the Scoping Study and authorized preparation of the plans and specifications for the Smithtown Pond project, City Project 20-07, on January 25, 2021; and

WHEREAS, the City of Shorewood ("City") authorized the preparation of the Shorewood Oaks Drainage Improvements, City Project 20-04, on June 22, 2020; and

WHEREAS, the Smithtown Pond Scoping Study confirms that the existing flooding conditions in Freeman Park impact the Shorewood Oaks Drainage Improvements project and in order to remedy will need to coordinate and construct concurrently with the Smithtown Pond project; and

WHEREAS, proposed improvements to Smithtown Pond project will reduce flow in downstream Grant Lorenz Channel, provide for improved drainage in the upstream watershed, provide improved water quality for the watershed, and provide treatment for the future Strawberry Lane Road and Trail project scheduled for 2023 construction; and

WHEREAS, the proposed improvements for the Smithtown Pond project impact regulated wetlands and streams, and to fulfill the conditions of the Minnehaha Creek Watershed District and the Army Corps of Engineers permits, approve the Mayor to execute wetland bank purchase agreements as needed for the project; and

WHEREAS, the project is included in the 2021 and 2022 Capital Improvements Plan and will be funded from the Stormwater Fund; and

NOW THEREFORE, IT RESOLVED: that the City Council of the City of Shorewood hereby approves the Final Plans & Specifications for the Smithtown Pond project and the Shorewood Oaks Drainage Improvements Project, authorizes bidding, and authorizes execution of wetland bank credits for the project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 14th day of March 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Redistricting and New Precinct Boundaries
Meeting Date: Monday, March 14, 2022
Prepared by: Sandie Thone, City Clerk/HR Director
Reviewed by: Greg Lerud, City Administrator
Brenda Pricco, Deputy City Clerk
Attachments: Resolution
New Precinct Map

9A

MEETING TYPE
Regular Meeting

Redistricting Update: Redistricting is the process of redrawing the boundaries of election districts and occurs following the completion of the Census. The purpose of redistricting is to ensure that the people of each district are equally represented. The principle of “One Person, One Vote”, which is achieved through the redistricting process, has been expanded over the years to include both chambers of state legislatures, county commissioner districts, municipal districts, and districts in other jurisdictions. Each local unit of government needs to determine its redistricting responsibilities and develop a plan. The City of Shorewood is responsible for redistricting or reestablishing all precincts after state redistricting. Reestablishing precincts is a routine process of verifying existing precinct boundaries meet legal requirements and then reconfirming those boundaries. Redistricting precincts is required when it is determined that existing precincts do not meet the requirements in law, particularly if new legislative or congressional districts have split existing precincts. The preferred method for municipalities is to identify polling places and draw precincts around polling places. The State set the Legislative Boundaries on February 15, 2022. The City Boundaries deadline is March 29, 2022.

City Boundary Update: Hennepin County provided the necessary redistricting training to cities and school districts, did the redrawing and/or reestablishing of county district boundaries, and provided the redistricting software for cities to utilize to redraw or reestablish their precinct boundaries. The Legislative District in Shorewood was split and now includes Legislative Districts 45A and 45B. This new boundary split occurred in the area that was previously Shorewood’s Precinct 4. The area east of the boundary that lies in District 45B is now required to become its own precinct, since precincts must be arranged so that no precinct lies in more than one legislative or congressional district pursuant to State Statute §204B.14(3)(f). Shorewood remains in Congressional District 3.

City staff was responsible for redrawing the city precinct boundaries and establishing polling locations. The proposed ***new city precinct boundaries** comply with State Statute §204B.14 and were submitted to Hennepin County on February 23, 2022, and include the following:

Precinct 1 and Precinct 2 were combined to create the new ***Precinct 1** with a polling place located within the precinct boundary of Minnewashta Church, located at 26710 West 62nd Street, Shorewood, MN 55331.

Precinct 3 and the west portion of Precinct 4 that remained in Legislative District 45A were combined to create the new ***Precinct 2** with a polling place located within the precinct

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.*

boundary of Shorewood Community & Event Center, located at 5735 Country Club Road, Shorewood, MN 55331.

The east portion of Precinct 4 lying in Legislative District 45B will become the new ***Precinct 3** with a polling place located within the precinct boundary of Excelsior Covenant Church, located at 19955 Excelsior Blvd., Shorewood, MN 55331.

Precinct 5, lying completely in Cathcart Park and located in Carver County will now be the new ***Precinct 4** and has undergone no boundary changes but will rather be reestablished with the new precinct number only, with a polling location of Westwood Community Church, located at 3121 Westwood Drive, Chanhassen, MN 55331.

Hennepin County will be notifying all registered voters in the City of Shorewood with their new precinct and polling locations.

Action Requested: Staff respectfully recommends the city council approve the Resolution Establishing 2022 Precinct and Polling Locations for the City of Shorewood pursuant to MN statute §204B.14, following redistricting, as follows:

Precinct 1: Minnewashta Church, 26710 West 62nd Street, Shorewood, MN

Precinct 2: Shorewood Community & Event Center, 5735 Country Club Road, Shorewood, MN

Precinct 3: Excelsior Covenant Church, 19955 Excelsior Blvd., Shorewood, MN

Precinct 4: Cathcart Park, Westwood Community Church, 3121 Westwood Drive, Chanhassen, MN

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.

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

RESOLUTION NO. 22-028

RESOLUTION ESTABLISHING PRECINCTS AND POLLING PLACES

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statute section 204B.14, subd. 3 (d) requires that precinct boundaries must be established within 60 days of adoption of state redistricting plan or by March 29, 2022, whichever comes first;

WHEREAS, the Legislative District was split in the City of Shorewood and now includes Legislative Districts 45A and 45B;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Shorewood, County of Hennepin, State of Minnesota hereby establishes the boundaries of the voting precincts and the polling place locations as follows:

Precinct 1: Minnewashta Church, 26710 West 62nd Street, Shorewood, MN 55331

Those islands in the westerly part of the city, to include Goose Island, Spray Island, Shady Island, and that part of Enchanted Island that lies within the city limits and; That portion of the city lying west of Eureka Road to the westerly shoreline of Lake Minnetonka.

Precinct 2: Shorewood Community & Event Center, 5735 Country Club Rd, Shorewood, MN 55331

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.

Precinct 3: Excelsior Covenant Church, 19955 Excelsior Blvd., Shorewood, MN 55331

That portion of the city lying east of Old Market Road, Covington Road to the easterly border of the city; That portion of the city lying north of State Highway 7 to the easterly, westerly and northerly border of the city.

Precinct 4: Westwood Community Church, 3121 Westwood Drive, Chanhassen, MN 55331

That entire portion of Cathcart Park, lying south of 62nd Street West, west of Church Road and east of Cartway Lane to the park's southerly border.

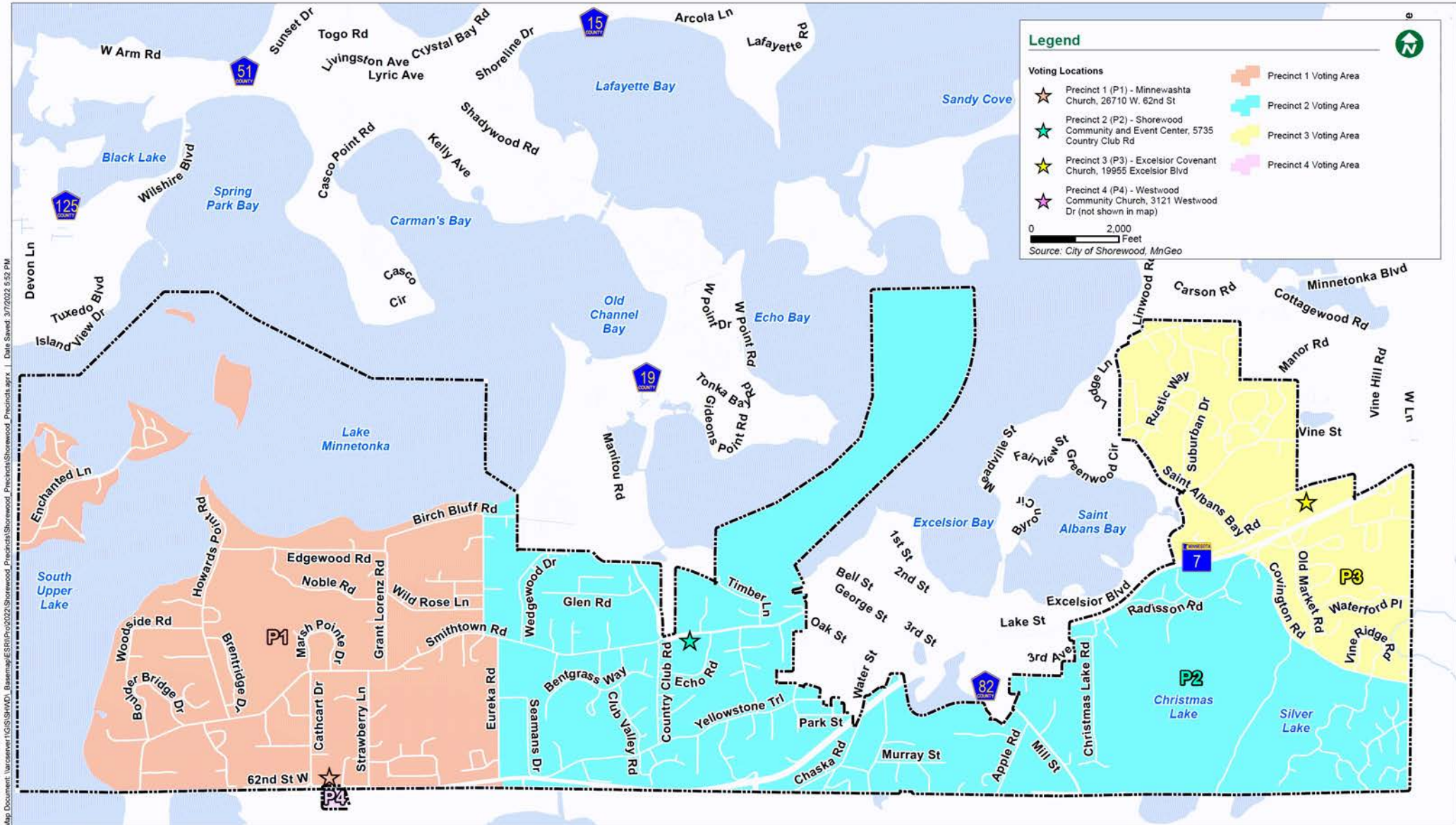
Attached to this resolution, for illustrative purposes, is a map showing said precincts and the location of each polling place.

ADOPTED BY THE CITY COUNCIL of the City of Shorewood this 14th day of March, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk





City of Shorewood Council Meeting Item

Title/Subject: Letter of Agreement with IPM Institute

Meeting Date: March 14, 2022

Prepared By: Greg Lerud, City Administrator

Reviewed By: Larry Brown, Director of Public Works; Jared Shepherd,
City Attorney

9B

MEETING
TYPE
REGULAR

Attachments: Draft Letter of Agreement and Resolution

Background: The city council reviewed quotes to assist the city in developing an Integrated Pest Management plan and directed staff to work with the IPM Institute to develop a contract or Letter of Agreement.

Financial or Budget Considerations: When I presented the project costs at the February 28 meeting, I failed to include the cost for phase I work. That total is now \$13,055, rather than the \$11,845 dollars stated in the previous council memo. I apologize for that error. However, the total amount is still almost \$2,000 less than the next low quote. Funds will come from public works and parks department budgets.

Recommended Action: City staff met the IPM staff to discuss the Letter of Agreement and the city attorney has reviewed the draft. Staff recommends approval of the Letter of Agreement as submitted by adopting the attached Resolution by simple majority, with the caveat below.

The draft Letter from IPM Institute arrived late in the day agenda items were due, so a full review of the Letter was not possible by the time the agenda was published. In the event there are changes to the draft Letter, staff will go over those changes in detail prior to council consideration of the Resolution.

**AGREEMENT BETWEEN
THE CITY OF SHOREWOOD, MINNESOTA AND IPM INSTITUTE**

THIS AGREEMENT, entered into this ____ day of March 2022, by and between City of Shorewood, a Minnesota Municipal Corporation based in Shorewood, MN (herein referred to as "SHOREWOOD") and the IPM Institute of North America, Inc., a non-profit organization based in Madison WI (herein referred to as "CONTRACTOR"), and

WITNESSETH:

WHEREAS, SHOREWOOD and CONTRACTOR share goals to improve health and environment in agriculture and communities; and,

WHEREAS, CONTRACTOR possesses unmatched experience and expertise in building market-based programs to improve health and environment in agriculture and communities widely recognized throughout the US, supports the efforts of SHOREWOOD to develop an Integrated Pest Management Plan and wishes to provide technical expertise and

WHEREAS, SHOREWOOD and CONTRACTOR wish to collaborate to improve health and environment in communities; and

NOW, THEREFORE, in consideration of mutual covenants and obligations set forth below, the parties agree as follows:

Section 1. Definitions. As used in this Agreement the following terms shall have the following meanings:

(a) "SHOREWOOD": City of Shorewood, represented by Greg Lerud or his alternate as designated in writing by SHOREWOOD.

(b) "CONTRACTOR": IPM INSTITUTE, represented by Nick Speckman or his alternate as designated in writing by CONTRACTOR, together with any and all subcontractors retained by CONTRACTOR under terms of this Agreement in performance of the Project.

(c) "Work Product": All data, documentation, reports, analysis, know-how, inventions, developments, works of authorship, and information, in whatever form, first produced or created by or for CONTRACTOR as a result of or related to the performance of work or the rendition of services under this Agreement; and

(d) "Deliverables": Reports, notes, images, databases, models, analytical tools, and any other descriptive or analytical material to be developed by CONTRACTOR and furnished to SHOREWOOD as evidence of completion of Project activities; and

(e) "Project": Activities to be carried out by CONTRACTOR and/or any of its subcontractors related to this agreement.

(f) "Project Period": The period commencing on the date this agreement is executed by both parties and ending at such time as mutually agreed upon by SHOREWOOD and CONTRACTOR.

(g) "Services": Any work, assignment, or subcontract activity carried out under terms of this Agreement by CONTRACTOR or any of its subcontractors.

Section 2. Work To Be Performed. CONTRACTOR agrees to provide Services in support of the Project and to incur costs generally according to the Work Plan (Exhibit A). CONTRACTOR shall retain and pay required subcontractors from the funds provided hereby. In performing all work and services and incurring costs hereunder, CONTRACTOR shall exercise its independent judgment and shall have control over the time, manner, and details of the work, but shall report to SHOREWOOD subject to the restrictions and terms contained in this contract.

Section 3. Nature of Obligation. CONTRACTOR shall use its reasonable and diligent efforts to perform the work as described in Exhibit A. However, the parties understand that the Project involves development of novel procedures, methods, and concepts and that there can be no assurance that all goals of the Project can be, or will be, met. CONTRACTOR does not warrant or guarantee any particular results.

Section 4. Retention of Subcontractors. Selection of subcontractors shall be made by CONTRACTOR and all subcontractors shall work under CONTRACTOR's direction. However, no subcontractor shall be retained to perform any portion of the activities without prior written approval of SHOREWOOD.

Section 5. Payment and Payment Procedures. The payments by SHOREWOOD to CONTRACTOR for consultant services as per the attached work plan and fee schedule (Exhibit A) shall be in the total amount of \$13,055 US dollars (US \$13,055), payable as follows:

(a) CONTRACTOR shall submit payment request as per the attached work plan and fee schedule (Exhibit A). Invoice shall be delivered to SHOREWOOD by email. Invoices shall be sent to the City of Shorewood, 5755 Country Club Drive, Shorewood, MN 55331, (952) 960-7900, cityhall@ci.shorewood.mn.us. The City will remit payment to IPM INSTITUTE, 211 S Paterson Street, Ste 380, Madison, WI 53703-4504.

Section 6. Intellectual property. All written or other work products generated by the parties to this agreement and delivered to the other party, pursuant to this agreement, shall be the property of the party generating the product. After the conclusion of the project, the parties each grant to the other party the right to continue use and/or develop materials delivered to them by the other party. The following provisions shall apply to intellectual property developed by either party and made available to other party in the course of carrying out project activities:

- (a) In the case of intellectual property developed by either party prior to the project and made available to, or used to develop or complete the project, the developing party shall retain during and after the project the right to use such intellectual property for other purposes without restriction.
- (b) The parties to this agreement shall retain the right after the conclusion of this project to continue to use and develop the intellectual property provided to the party by the other party during the course of this project, including the right to charge a fee for access to, or use of said intellectual property, with acknowledgement to the other party.

Section 7. MINNESOTA GOVERNMENT DATA PRACTICES ACT. CONTRACTOR acknowledges that it must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the SHOREWOOD pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by CONTRACTOR pursuant to this Agreement. CONTRACTOR is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event CONTRACTOR receives a request to release data, CONTRACTOR must immediately notify SHOREWOOD. SHOREWOOD will give CONTRACTOR instructions concerning the release of the data to the requesting party before the data is released. CONTRACTOR agrees to defend, indemnify, and hold SHOREWOOD, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from CONTRACTOR's officers', agents', SHOREWOOD's, partners', employees', volunteers', assignees' or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

The parties acknowledge that as a result of the project, each will, or may, be making use of, acquiring or adding to information about certain matters and things which are considered by the CONTRACTOR to be trade secrets within the meaning of §13.37, subd. 1 (b). CONTRACTOR will notify SHOREWOOD with respect to any trade secret data and SHOREWOOD shall comply with Minn. Stat. §13.37, subd. 1(b) with respect to such data.

Section 8. Independent Contractors. CONTRACTOR shall perform the Services as an independent CONTRACTOR, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the parties. Neither party shall take action or permit any action to be taken on its behalf which purports to be done in the name of or on behalf of the other party and shall have no power or authority to bind the other party to assume or create any obligation or responsibility express or implied on the other party's behalf or in its name, nor shall such party represent to any one that it has such power or authority.

Section 9. Termination of Agreement.

(a) Either party may terminate this Agreement in whole or in part, at any time before the date of completion, for any reason. The terminating party shall notify the other party in writing via electronic e-mail of any termination. The parties must stop work immediately upon notification of termination. Payments made to either party or recoveries by either party shall be in accordance with the legal rights and liabilities of the parties.

(b) In the event this Agreement is terminated, the party developing the Services for Deliverables shall be entitled to receive just and equitable compensation for any satisfactory work completed on such Services or Deliverables prior to termination.

Section 10. Indemnification Against Loss or Damage. CONTRACTOR shall defend, indemnify, and hold SHOREWOOD harmless from and against any liability, loss, damage or expense, including reasonable attorney fees, which SHOREWOOD may incur or sustain by reason of any intentionally wrongful conduct, breach of this contract by CONTRACTOR. If any suit shall be filed against SHOREWOOD for any claim of intentionally wrongful conduct, breach of this contract by acts of CONTRACTOR, CONTRACTOR shall defend SHOREWOOD in the matter and indemnify SHOREWOOD against any monetary award in said action.

Section 11. Compliance with Laws. CONTRACTOR agrees that over the duration of and as a condition of CONTRACTOR's duty to perform under the terms of this Agreement that it will be in

compliance with all applicable laws and regulations of the State of Wisconsin. SHOREWOOD also agrees to comply with all applicable laws.

In addition, CONTRACTOR certifies that it is not delinquent on any federal debt and has not been debarred from doing business with the federal government.

Section 12. Representations and Warranties of CONTRACTOR. CONTRACTOR represents and warrants to CONTRACTOR as follows:

(a) CONTRACTOR is a non-profit organization in lawful existence under Minnesota law. This Agreement has been duly authorized, is valid and enforceable in accordance with its terms.

(b) No further consent or approval is necessary from its Board of Directors or other CONTRACTOR authority as a condition to the performance of any of its obligations hereunder.

Section 13. Representations, Warranties and Covenants of SHOREWOOD. SHOREWOOD represents warrants and covenants, to CONTRACTOR as follows: SHOREWOOD is a Minnesota municipal corporation. This Agreement has been duly authorized, is valid and enforceable in accordance with its terms, and neither the execution of this Agreement nor performance of the transactions contemplated hereby is or will be contrary to the provisions of any agreement or undertaking to which it is a party or by which it is bound.

Section 14. Amendment. An amendment to this Agreement shall be valid only if it is in writing and approved by authorized representatives of both parties.

Section 15. Survival of Agreement. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Section 16. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter hereof, and the CONTRACTOR acknowledges that it is entering into the Agreement solely on the basis of the terms and conditions herein contained or referenced in Exhibit A, or referenced in written Addendums to this Agreement and not in reliance on any representation, statement, inducement or promise, whether oral or written, not contained herein.

Section 17. Notices. All notices required or permitted to be delivered hereunder and all communications in respect hereof shall be in writing and shall be deemed given when personally delivered or when deposited in the United States mails, certified, return receipt requested, first class, postage prepaid, and addressed as follows:

If to CONTRACTOR to -
Nick Speckman
IPM Institute of North America, Inc.
211 S Paterson Street, Ste 380
Madison, WI 53703
kadams@ipminstitute.org

If to City of Shorewood to -
Greg Lerud
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331
GLerud@ci.shorewood.mn.us

Section 18. Governing Law. The laws of the State of Minnesota shall govern the interpretation and enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first above stated.

IPM INSTITUTE

CITY OF SHOREWOOD

Nick Speckman
CEO

Jennifer Labadie
Mayor

ATTEST

Sandie Thone, City Clerk



IPM Institute of North America, Inc.

Harnessing Marketplace Power to Improve Health, Environment and Economics

City of Shorewood Scope of Work

I. Contact Information

Firm Contact Information:

IPM Institute of North America, 211 S. Paterson St, Suite #380, Madison, WI 53703

Individual Contact Information:

Ryan Anderson, Community IPM Manager, randerson@ipminstitute.org, 773-878-8245

II. Background of firm:

The IPM Institute of North America is an independent 501(c)3 non-profit formed in 1998 to improve sustainability in agriculture and communities by using the power of the marketplace: buyers want to support products and services that work to protect the environment and reduce health hazards.

Our team of 15 currently works on more than a dozen projects to increase the adoption of Integrated Pest Management (IPM) and other sustainable practices that improve working conditions, reduce greenhouse gases, improve air quality, water quality, and soil health and reduce risks to human health and the environment from pesticide and nutrient use in agriculture and communities.

Our programs have received the following recognition:

- 2014 Whole Foods Market Supplier Award for Outstanding Quality Assurance
- 2012, 2009 Sustained Excellence in IPM Award from the US EPA
- 2009, 2008, 2005, 2004 National Champion from the US EPA Pesticide Environmental Stewardship Program

Our Community IPM programs promote and implement sustainable and safer pest and weed management practices where people live, learn and play. One of our newest Community IPM programs, [Midwest Grows Green](#) (MGG), educates and empowers citizens to take sustainable landscaping action that reduces harmful runoff into our waterways, protects the health of our most vulnerable citizens and reduces negative impacts of pesticides on non-target species such as pollinators. MGG wants to make all public and private parks, playing fields and outdoor landscapes in the Midwest organic by 2030.



III. Firm Qualifications:

Midwest Grows Green's (MGG) experience working with municipalities to develop an IPM program for outdoor landscapes.

MGG's Technical Assistance Program (TAP) helps municipalities, park districts and schools eliminate synthetic pesticides and fertilizers on outdoor landscapes and market these transitions to local communities (see bit.ly/MGGassistance). MGG holds the expertise, knowledge and resources to share landscape management strategies with the City of Shorewood that meets community expectations without the use of harmful synthetic pesticides or fertilizers. In its six years of existence, MGG recruited 40 pesticide-free parks. This has reduced an estimated 87,742 lbs of synthetic fertilizers and 1,403 lbs of synthetic pesticides.

Breadth and Scope of MGG capacity to deliver the service.

MGG and TAP focuses on urban, peri-urban and rural greenspaces of grass, natural areas and other landscaping intended for recreational or aesthetic use. Greenspaces include, but are not limited to, parks, athletic & recreational turfgrass fields, corporate and educational campuses, wetlands, shorelines, forest preserves, prairies and more.

TAP completes its work in three phases: (I) the IPM audit, (II) the three year sustainable landscape management plan and (III) implementation of recommendations from the Phase I and II reports. The City of Shorewood can request to receive services from a single TAP phase or multiple. The IPM Institute provided prices for each phase in "Section V" starting on page 7. Phase I adheres to the RFQ request for an "initial review of city documents and meeting with city staff." Phase II and III adhere to the "Alternate Quote" request. The following describes deliverables for each TAP phase:

Phase I- IPM Audit Scope of Work

The Phase I IPM audit identifies opportunities to eliminate or reduce pesticide, fertilizer and water use on all Shorewood greenspaces. To narrow the scope of the audit's recommendations, MGG will request that Shorewood prioritizes its greenspaces into three different classes based on their foot traffic and visibility: (1) Class A Fields- Highly used athletic fields or destination parks, (2) Class B Fields- moderately trafficked athletic fields or parks and (3) Class C Fields- General use, low traffic parks or natural areas. Learn more about MGG's field classification and prioritization process at bit.ly/MGGprioritization.

Following greenspace prioritization, MGG will ask the City of Shorewood to select one greenspace in each class and provide MGG with data for every mowing, aeration, irrigation,

overseeding, fertilization and weed/pest control event that takes place on the selected greenspaces over three-years.

MGG will use this data to compile an IPM Report that evaluates the City of Shorewood's IPM program with respect to Shorewood's goals and greenspace classification system.

Recommendations in the report will include:

1. Evaluation of the effectiveness of Shorewood's IPM program towards reaching its pesticide reduction goals. This will include a comparison of Shorewood's landscape management program to current best practices and "state of the science" related to IPM policies, programs and practices in the US and Canada.
2. An assessment of trade-offs and costs for changing maintenance approaches and techniques on Shorewood's greenspaces (e.g. What is the trade-off in terms of aesthetic quality, recreational usability and investment of time and resources?)
3. Recommendations and cost estimations for specific action steps to improve Shorewood's IPM practices and overall program.

Phase II- Three Year Sustainable Landscape Management Plan

The MGG Team and the City of Shorewood staff will meet to review the properties owned and managed by Shorewood. In the meeting, the City of Shorewood will agree on the greenspace or greenspaces to implement all or the majority of the recommendations presented in the Phase I audit. To help with greenspace selection, Shorewood staff will fill out a pre-project questionnaire about the total budget they allocate to the fields in question and details regarding field management expectations, equipment, practices, and products used (see survey at bit.ly/MGGnIcInfoSurvey).

MGG's soil scientist [Vytas Pabedinskas or Alec McClennan] will complete an assessment report and management plan for each chosen greenspace. The MGG team will incorporate the assessment reports into a final management plan. Services provided during this step include:

1. **Introduction and client history of practices to that point-** The MGG Team will record the client's current greenspace management practices, knowledge of sustainable landscaping practices, and plans or objectives for sustainable landscaping implementation.
2. **Soil description and project identification-** This entails a preliminary assessment of the pedology/formation of the soil. The soil scientist will use a soil probe to assess depth of topsoil, clay content, stratification and barriers that could impede water, nutrient and air movement and root growth.

3. **Mapping of site, identification of target areas and photo documentation-** The soil scientist will walk through the site with the client to identify the scope of changes they would like to happen. The walk through will identify target areas including pointing out high weed density areas, compacted/cracked soil and high-traffic areas. The soil scientist will then map the site to catalog the target areas and identify drainage patterns. Finally, the soil scientist will take photo documentation of the sites to show before and after comparisons, accurately convey the severity of issues and track seasonal/weather related issues such as standing water after rain events or slow spring recovery. To help with this site assessment, the client team will complete a "Turf Rating System" rubric for the site(s) evaluated.
4. **Soil Test Results and their interpretation-** The soil scientist will take samples from the site visit to measure key soil health indicators of sum of cations, water pH, organic matter, primary macronutrients, secondary macronutrients, essential micronutrients and texture. The MGG team will use test results to support management decisions or make some necessary alterations to the sustainable landscaping management plan.
5. **Native planting recommendations-** To further support the City of Shorewood's "Bee-Safe" policy, the TAP team will identify park or field areas that would benefit from native plants as opposed to turfgrass. MGG should have collected sufficient information about the site's soil, sunlight access and climatic conditions to help determine the appropriate native seed mixes to replace the existing turfgrass. The Phase II plan will include recommendations to kill the turfgrass and control invasive weeds such as buckthorn, honeysuckle, reed canary grass and phragmites on site with no or limited synthetic herbicides.
6. **Final draft of the three-year sustainable landscape management plan-** MGG will submit a plan to Shorewood staff summarizing the current greenspace management practices, soil characteristics of the project sites and management recommendations for cultural practices, fertilization and weed and pest control. Plan sections include (1) Overview, (2) Introduction, (3) Description of selected fields, (4) Summary of expectations, (5) Site and field management assessment, (6) Soil testing, (7) Cultural practices recommendations, (8) Fertilization and soil amendment recommendations, (9) Weed and pest management, (10) Additional recommendations, (11) Management calendar and (12) Additional reading material.
7. **A brief presentation can be assembled to present at an in-person or remote client team meeting, highlighting most relevant and pertinent details that can inform management decisions-** Based on request, the presentation could include powerpoint slides, brief video chronicling the process and/or poster for display to the public that utilizes the space.

Phase III- Implementation of Recommendations from Phase I and II Reports.

The MGG team will provide ongoing technical assistance for three years to ensure the implementation of the site management plan. Technical assistance includes:

- Quarterly check-in calls with City of Shorewood staff
 - During calls, the Shorewood team will provide MGG with adequate photo and other documentation of the fields so the TAP team can make practical recommendations.
- Access to MGG's network of organic and natural lawn care product, service, and technical assistance providers.
- The MGG Team will provide Shorewood staff with updates of the latest best sustainable landscaping practices, products\ and strategies.
- Outreach and communication support that includes
 - 1-2 public education events for 50+ people.
 - Interpretive Signage.
 - Annual press release.
 - 5-10 social media post suggestions per year.

The TAP Team

The TAP team includes the following individuals:

Ryan Anderson, Community IPM Manager, IPM Institute of North America, Inc.

IPM Institute's Ryan Anderson will assume primary management responsibilities. A 2016 National Academies of Sciences, Engineering, and Medicine Christine Mirzayan Science & Technology Fellow, Mr. Anderson has extensive experience advancing science-based solutions in urban and residential communities highlighted by his leadership of IPM's Midwest Grows Green (MGG) sustainable landscaping initiative that has recruited 40 pesticide free parks, 30 point-of-purchase retailers and more than 800 pledges. Ryan has a Masters of Sustainable Solutions from Arizona State University and holds a dual bachelor's degree in Biology and Electronic Journalism from Butler University.

Leah McSherry, Community IPM Coordinator, IPM Institute of North America, Inc.

IPM Institute's Leah McSherry will help coordinate project meetings and provide day-to-day assistance. Leah has a B.S. in Wildlife Ecology & Biology from the University of Wisconsin – Stevens Point. Her past experience includes working for the Columbia County USDA Farm Service Agency where she headed the Organic Certification Cost-Share Program and Emergency Assistance for Livestock – Honeybees.

Vytas Pabedinskas, Save our Soil, LLC.

Vytas Pabedinskas will provide soil and turf management technical assistance for this project. Mr. Pabedinskas offers a unique soil health perspective as he has a Masters degree in soil



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science from the University of Arizona and a Masters degree in education from the University of Illinois. He has taught soils, soil health and compost production in academic and industry settings across Illinois. Currently he is working with a number of school districts that want to institute composting/waste diversion programs and revive greenhouses. He is a member of the Soil Science Society of America and participates on the Education committee. He is, also, a member of the Illinois Food Scrap Coalition promoting composting and compost use in Illinois.

Alec McClennan, Good Nature Organic Lawn Care

Alec McClennan will provide soil and turf management technical assistance for this project. Alec is Founder and President of Good Nature Organic Lawn Care, a firm specializing in natural, organic fertilization and weed suppression for lawns, trees and ponds on residential and commercial properties in Cleveland, Columbus, Akron and Indianapolis. Alec became a Master Gardener and Certified Turfgrass Professional at the University of Georgia. Alec is a member and past president of the Entrepreneur's Organization in Cleveland and a founding member of the Organic Landscape Association. He earned a degree in Civil Engineering from the University of Pennsylvania.

Examples of IPM programs that MGG has previously prepared.

MGG's Ryan Anderson attached completed drafts of Phase I and II reports for the City of Elgin, IL in his email. MGG plans to produce similar reports for the City of Shorewood. Results for the City of Elgin can be found at bit.ly/ElginRestoration21.

Public listening sessions to solicit input from the community

The TAP team will arrange to meet with the City of Shorewood within 30 days of Phase I and II report completion. The team will present the major findings from the reports during these meetings. The community can attend these report presentations. Community involvement and input in these meetings is left to the discretion of Shorewood staff. The same policy applies to the Phase III quarterly meetings.

IV. List of municipal or other governmental authorities the MGG has supported:

TAP started in 2020. Current TAP clients include the City of Elgin, IL, City of Lake Forest, IL, Clarendon Hills Park District, IL, River Forest Park District, IL and City of Grand Rapids, MI.

Partial TAP client includes Village of Skokie, IL, which received a Phase I Audit in 2019.



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MGG has supported natural lawn care, pesticide reduction and sustainable landscaping work for the Lisle Park District, IL, Naperville Park District, IL, Park Ridge Park District, IL, Elmhurst Park District, IL, City of Evanston, IL, Chicago Park District, IL, City of Urbana, IL, City of East Grand Rapids, MI and City of Stoughton, WI. Find a map of MGG pesticide-free parks at bit.ly/MGGparkmap.



V. Price

Phase I Estimated Hourly Fees and Expenses (Primary Quote)

Task	Staff	Hours	Rates	Total
1. Research, summarize state of science in community structural, turf and landscape IPM including identifying appropriate model communities and performance metrics with city staff. Components include plant health; soil quality; pest prevention for insects, plant diseases, weeds including invasives, rodents, wildlife; and pesticide risk assessment and mitigation.	Community IPM Manager	2	\$50	\$100
2. Desk audit: Evaluate City of Shorewood IPM practices data provided by Shorewood staff including policies, goals, performance metrics, cultural practices, fertilizer applications and weed/pest control.	Community IPM Manager	20	\$50	\$1,000
3. Draft preliminary report including state of science, City of Shorewood position along continuum, recommendations including costs/benefits.	Community IPM Manager	2	\$50	\$100
4. Finalize report by May 1, 2022	Community IPM Manager	2	\$50	\$100
5. Present final report to Park Board at public meeting.	Community IPM Manager	2	\$50	\$100
6. Bookkeeping, accounting, receivables/payable management	Accountant	2	\$60	\$120
	Community IPM Manager	1	\$50	\$50
	Soil Scientist	1	\$60	\$60



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☐ **Phase I Hourly Fees and Expenses Subtotal (Required) \$1,630**

Travel (Optional)

Item	Cost
Round Trip Flight from Chicago to Shorewood	\$180
Lodging based on Federal per diem	\$180
Daily Meals & Incidentals	\$79

☐ **Travel Subtotal (Optional) \$439**

☒ **Phase I Total with travel (Optional) \$2,069**

Phase II Estimated Hourly Fees and Expenses.

Task	Staff	Hours	Rates	Total
7. Meet to review properties owned and managed by Shorewood.	Community IPM Manager	1	\$50	\$50
	Soil Scientist	1	\$60	\$60
8. Site Visit	Soil Scientist	8	\$60	\$480
9. Results and interpretation from initial soil testing samples.	Soil Scientist	10	\$60	\$600
10. Draft three year landscape management plan.	Soil Scientist	10	\$60	\$600
11. Phase II report review and finalization.	Community IPM Manager	5	\$50	\$250
	Soil Scientist	5	\$60	\$300
12. Presentation of Phase II report	Community IPM Manager	2	\$50	\$100
	Soil Scientist	2	\$60	\$120
13. Bookkeeping, accounting, receivables/payable management	Accountant	6	\$60	\$360
	Community IPM Manager	1	\$50	\$50
	Soil Scientist	1	\$60	\$60

☐ **Phase II Hourly Fees and Expenses Subtotal (Required) \$3,030**

Travel for Soil Scientist Site Visit (Required)

Item	Cost
Round Trip Flight from Chicago/Cleveland to Shorewood	\$180-\$350
Lodging based on Federal per diem	\$180
Daily Meals & Incidentals	\$79
Soil testing	\$250

Travel for Phase II Plan Presentation (Optional)

Item	Cost
Round Trip Flight from Chicago/Cleveland to Shorewood (n=2)	\$360-\$540
Lodging based on Federal per diem (n=2)	\$360
Daily Meals & Incidentals (n=2)	\$158

- ☐ Travel Subtotal (Required) \$859
- ☐ Travel Subtotal (Required + Optional) \$1917
- ☐ Phase II Total (Required) **\$3,889**
- ☒ Phase II Total (Required + Optional) \$4,947



Phase III Estimated Hourly Fees and Expenses

Task	Staff	Hours	Rates	Total
1. Quarterly Check-in calls for 2022	Community IPM Manager	12	\$50	\$600
	Soil Scientist	12	\$60	\$720
<input type="checkbox"/> 2. Public Education Events (Optional)	Community IPM Manager	10	\$50	\$1000
	Graphic Designer	2	\$50	\$150
<input type="checkbox"/> 3. Interpretive Signage Design (Optional)	Community IPM Coordinator	2	\$50	\$100
	Graphic Designer	1	\$50	\$50
<input type="checkbox"/> 4. Press Release (Optional)	Community IPM Manager	9	\$50	\$450
<input type="checkbox"/> 5. 5-10 social media post suggestions per year (Optional)	Community IPM Coordinator	9	\$50	\$450



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6. MGG BMP updates via Lawn & Land Forum	Community IPM Manager	20	\$50	\$1,000
	Soil Scientist	2	\$60	\$120
7. MGG networking with organic and NLC product, service and technical assistance providers.	Community IPM Manager	10	\$50	\$500
	Soil Scientist	2	\$60	\$120
8. Bookkeeping, accounting, recievables/payable management	Accountant	12	\$60	\$480
	Community IPM Manager	2	\$50	\$100
	Soil Scientist	1	\$60	\$60

☐ Phase III Hourly Fees & Expenses Subtotal (Required) \$2,980

Phase III Hourly Fees & Expenses Subtotal (Required + Optional) \$5,600

Travel (Optional)

Item	Cost
Round Trip Flight from Chicago to Shorewood	\$180
Lodging based on Federal per diem	\$180
Daily Meals & Incidentals	\$79

☐ Travel Subtotal \$439

☒ Phase III Total for all items (Required + Optional) \$6,039

☒ Total for all three phases (Required + Optional) \$13,055

Fee Schedule

Contract Executed	3/10/2022	\$	3,263.75
Phase I Report Complete	5/13/2022	\$	3,263.75
Phase II Sustainable Landscape Mgmt Plan	9/9/2022	\$	3,263.75
One Year from Contract Execution	3/10/2023	\$	3,263.75

Total Payments **\$ 13,055.00**

RESOLUTION NO. 22-029

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

**A RESOLUTION APPROVING A LETTER OF AGREEMENT WITH THE IPM INSTITUTE TO
PREPARE AND ASSIST IN IMPLEMENTING AN INTEGRATED PEST MANAGEMENT
PROGRAM**

WHEREAS, the City of Shorewood prepared and distributed a Request for Quote (RFQ) to organizations who could assist the City in developing, implementing and managing an Integrated Pest Management (IPM) program; and,

WHEREAS, three quotes were received and the City Council directed City Staff to work with staff from the IPM Institute to develop an agreement or contract to provide the services defined in the RFQ,

NOW THEREFORE BE IT RESOLVED by the Shorewood City Council, that the City Council approves the attached Letter of Agreement and authorizes the Mayor and City Clerk to sign the agreement on behalf of the City of Shorewood.

Adopted this 14th day of March, 2022.

Jennifer Labadie, Mayor

ATTEST

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title / Subject: Tree Sale and Organics Recycling Updates

Meeting Date: Monday, March 14, 2022

Prepared by: Julie Moore, Communications and Recycling Coordinator

Reviewed by: Greg Lerud, City Administrator

10A.1

MEETING TYPE
Regular

Tree Sale

This year's annual tree sale started March 1. The city is offering eight trees as part of the sale this year. As of the date of this memo, one tree is sold out and six trees have had an additional order to meet resident demand. The trees will be delivered to public works the first week of September for pick-up by the purchaser.

Several trees offered this year have been used to fulfill the city obligation to residents in Glen/Amlee/Manitou construction area.

Organics Recycling

The organics recycling program offered by the city using the grant dollars from Hennepin County started March 3, 2022. Within the first week of the program, twenty residents registered. We will continue to market the program to residents a way to eliminate trash and possibly give them the opportunity to reduce their trash cart size and reduce their trash costs. Hennepin County estimates that 20-30% of the waste going to landfill/burner could be put in organics recycling.

No action from council is currently needed.

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.*