

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 27, 2023

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

For those wishing to listen live to the meeting, please go to ci.shorewood.mn.us/current_meeting for the meeting link. Contact the city at 952.960.7900 during regular business hours with questions.

AGENDA

1. CONVENE CITY COUNCIL MEETING

- A. Pledge of Allegiance
- B. Roll Call

Mayor Labadie____
Johnson____
Callies____
Maddy____
Sanschagrín____

- C. Review and Adopt Agenda

Attachments

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

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

- | | |
|---|---|
| A. City Council Work Session Minutes of March 13, 2023 | Minutes |
| B. City Council Regular Meeting Minutes of March 13, 2023 | Minutes |
| C. Approval of the Verified Claims List | Claims List |
| D. Approve Professional Services Contract for Garden Care with Mangold Horticulture | Public Works Director Memo |
| E. Approve Change Order for Strawberry Lane Reconstruction, City Project 19-05 | City Engineer Memo
Resolution 23-031 |
| F. Approve Change Order for Birch Bluff Street and Utility Improvements, City Project 21-01 | City Engineer Memo
Resolution 23-032 |

G. Approve Permanent Appointment of Jeremy Moe,
Light Equipment Operator – Shop Tech City Clerk/HR Director Memo

H. Accept Resignation of Community Center Attendant
and Approve Recruitment for Position City Clerk/HR Director Memo

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

4. REPORTS AND PRESENTATIONS

5. PARKS

A. Report by Commissioner Levy on 3/14/23 Parks Commission Meeting Minutes

B. 2023 Park Commission Work Program Parks/Rec Director Memo

6. PLANNING

A. Report by Commissioner Holker on 3/7/23 Planning Commission Meeting Minutes

B. Variance to Side-yard setback Planning Director Memo
Location: 28170 Woodside Road Resolution 23-033
Applicant: Kyle Hunt & Partners, Inc.

C. Final Plat and Development Agreement for Maple Shores Planning Director Memo
Location: 20430 Radisson Road Resolution 23-034
Applicant: Chamberlain Capital, LLC.

D. 2023 Planning Commission Work Program Planning Technician Memo

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

9. STAFF AND COUNCIL REPORTS

A. Staff

1. Mill Street Trail Update

Planning Director Memo

B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, MARCH 13, 2023

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
6:15 P.M.

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 6:17 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Callies, Maddy, and Sanschagrín; and City Administrator Nevinski

Absent: Councilmember Johnson

B. Review Agenda

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

2. INTERVIEW FOR COMMISSIONERS

City Administrator Nevinski explained that there are two interviews scheduled for open positions with the Lake Minnetonka Communications Commission (LMCC) and the Lake Minnetonka Conservation District (LMCD).

6:15 p.m. – Tom Lesser

The Council interviewed Mr. Lesser, via Zoom, and asked him to share information about why he was interested in continuing on the LMCC.

Mr. Lesser shared information on his background, experience, and reasons he was interested in continuing to serve on the LMCC. He gave some input on the changing business model for the LMCC and ways to promote their programming and services a bit better.

6:30 p.m. – Deborah Zorn

The Council interviewed Ms. Zorn for the opening on the LMCD and asked her to share information on her service in this role and why she would be interested in continuing to serve.

Ms. Zorn shared information on her background, experience and reasons for her continuing interest in serving on the LMCD. She gave an overview of some of the listening sessions they have held and explained that the LMCD regulates anything that happens on the water.

3. ADJOURN

Sanschagrín moved, Maddy seconded, Adjourning the City Council Work Session Meeting of March 13, 2023, at 6:45 P.M. Motion passed 4/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 13, 2023

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

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

A. Roll Call

Present. Mayor Labadie; Councilmembers Callies, Maddy, and Sanschagrín; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Park and Recreation Director Crossfield; Director of Public Works Morreim; and, City Engineer Budde

Absent: Councilmember Johnson

B. Review Agenda

City Administrator Nevinski, noted that two errors were found in item 2.C., Verified Claims List, but noted that they had been adjusted. He explained that staff had put together a memo outlining those changes.

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

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Sanschagrín asked to remove item 2.D. for further discussion.

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

- A. City Council Retreat Minutes of February 27, 2023
- B. City Council Regular Meeting Minutes of February 27, 2023
- C. Approval of the Verified Claims List
- D. ~~Approve Agreement and Proposal from Davey Resource Group, Adopting~~
RESOLUTION NO. 23-026, - (Moved to item 8.E.)
- E. Approve Sweeper Repair Estimate
- F. Accept Quote and Award Contract for Lawn Mower

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March 13, 2023

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- G. Accept Quote and Award Contract for Caterpillar Skid Steer, Cold Planer, and Attachments**
- H. Approve Request for Reimbursement from Met Council, Adopting RESOLUTION NO. 23-027, “A Resolution Approving 2020 I/I Grant Program Funds Reimbursement Participation from Metropolitan Council Environmental Services.”**
- I. Approve Permanent Appointment of Ryan Brant, Public Works Light Equipment Operator**
- J. Approve Permanent Appointment of Todd Roden, Public Works Light Equipment Operator**

Motion passed.

3. MATTERS FROM THE FLOOR

No one appeared for Matters from the Floor.

4. REPORTS AND PRESENTATIONS

A. Deborah Zorn, Director – Lake Minnetonka Conservation District Report

Deborah Zorn, Lake Minnetonka Conservation District, gave a brief update and overview on the LMCD. She explained that the purpose of the LMCD was to help ensure that all of the cities around the lake have similar approaches to how activities that are regulated on the lake happen. She gave an overview of some of their activities and programs and noted that they are searching for a new Executive Director. She gave a sneak peak of the spring/summer brochure and noted that because of the new speed limit, it will be mailed to every household on the lakeshore.

B. Dan Narr, Executive Director – ICA Food Shelf

Dan Narr, ICE Food Shelf, gave an overview on what is happening with the ICA. He explained that there are a number of families who are struggling to make ends meet in today's economy. He noted that Shorewood accounts for six percent of the people they serve. He gave an overview on ICA and explained that their services go beyond just being a food shelf and also assist with housing, and jobs. He explained that their usage numbers have been showing a significant increase and shared some of the budget constraints that have arisen because of what they have seen with the increased usage.

Councilmember Sanschagrin thanked Mr. Narr for all the great work that the ICA Food Shelf is doing in the community. He asked what the top three things that area communities could do to help support this mission.

Mr. Narr stated that he has diligently been working in the affordable housing arena to try to get it to a level of helping with things like tenant rights. He stated that it is really about making connections and getting somebody to champion real change which will take some courage. He explained that it comes down to being a competition between what is right for the market and what is right for the other side of the equation.

C. Jim Flattum, Excelsior Lions' Club Overview

Jim Flattum, Community Liaison Officer, Excelsior Lions' Club, gave an overview of the Lions' Club organization and some of the causes they support. He noted that their club is relatively new and currently has about thirty-two members. He stated that they wanted to just let the community know that they exist and noted that they are currently working on their philanthropic goals for the club's mission and vision. He noted that their Excelsior Lions' Golf Classic held last September helped raise around \$17,000 and explained that one-hundred percent of the proceeds were distributed to support needs within the community. He noted that they are looking to increase the number of fundraising events they host in 2023 and shared some of the programs in the community that they support. He invited interested members to come check out their meetings and encouraged people to contact him if they would like to get involved.

5. PARKS

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

A. Approve Plans and Specifications and Authorize Bidding for Lift Station No. 11, City Project 22-07

City Engineer Budde explained that the City is planning to rehabilitate Lift Station #11 that is located on Radisson Road and had budgeted for this work within the Capital Improvement Plan (CIP). He stated that staff is looking for approval of final plans and specifications and authorization to go out for bids. He explained that the City's current practice is to get certain equipment from a trusted vendor separate from the contract.

Councilmember Sanschagrin asked if there was a sense from staff about how this would do in the budget compared to actual costs.

City Engineer Budde stated that staff thinks that they are in the ballpark with this project.

Councilmember Callies asked about the timing of construction and noted that there is a large townhome project that will be going into the same area.

City Engineer Budde stated that they have looked at what will need to be done in the roadway and explained that both projects will need to cut up a portion of the roadway to make improvements. He stated that they have looked at the possibility of them happening in the same spot, but they cannot. He stated that they have been coordinating and communicating with the other project, but noted that would be easier once they know the schedules in order to minimize the road impacts or closures.

Councilmember Callies asked what would happen at the lift station with the material while it is under construction.

City Engineer Budde explained that the lift station would essentially stay functioning most likely with bypass pumping.

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Councilmember Sanschagrin asked about warranty coverage.

City Engineer Budde stated that typically there is a two year warranty.

Callies moved, Maddy seconded, Adopting RESOLUTION NO. 23-028, “A Resolution Approving Plans and Specifications and Authorize Bidding for the Lift Station #11 Rehabilitation Project, City Project 22-07.” Motion passed.

8. GENERAL/NEW BUSINESS

- A. Appointment of Commissioner to Lake Minnetonka Communications Commission (LMCC)**
- B. Appointment of Commissioner to Lake Minnetonka Conservation District (LMCD)**

City Clerk/HR Director Thone explained the City Council had interviewed interested candidates earlier this evening. She noted that the term for the LMCC is one year and for the LMCD is a three year term.

Maddy moved, Labadie seconded, Adopting RESOLUTION NO. 23-029, “A Resolution Making an Appointment of Tom Lesser to the Lake Minnetonka Communications Commission.” Motion passed.

Maddy moved, Labadie seconded, Adopting RESOLUTION NO. 23-030, “A Resolution Making an Appointment of Deborah Zorn to the Lake Minnetonka Conservation District.” Motion passed.

C. Hybrid/Virtual Meetings

Mayor Labadie noted that she and City Administrator Nevinski had attended a conference put on by the League of Minnesota Cities called City Day on the Hill. She stated that there is current a bill related to hybrid meetings (HF-198 and SF-455) and gave an overview of the language that is proposed to be removed. She stated that because there is a bill currently in front of the Senate and the House of Representatives, she would recommend that the City hold off on changing its current policy until after the bill has either passed or failed at the State legislature level. She stated that for the time being that would mean continuing to hold meetings in the hybrid/Zoom format.

Councilmember Callies noted that she had not yet read the proposed bills but believes that while holding hybrid meetings may be permitted, she did not think it was mandated that every City have hybrid availability.

City Attorney Shepherd stated that he would agree, as long as it did not say “shall” or “must”.

Councilmember Callies stated that would mean that every City could handle things differently.

Councilmember Sanschagrin explained that he was a strong proponent of having the hybrid meeting capabilities but would support the Council not taking any action on this tonight.

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The Council discussed hybrid meetings, other communities practices, staff expectations and burdens, and technology issues with hybrid meetings.

City Administrator Nevinski stated that before this comes back before the Council staff will do some research on what similar sized cities are doing and also take a look at steps of what could be done to try to better insure reliability, including language or statements that may be helpful in case the system goes down to clarify the City's expectations for providing a virtual option. He stated that staff can bring that to the Council following the legislative session once there is a bit more clarity from the lawmakers.

Mayor Labadie noted that she thinks it is important to see if there will be any budgetary impacts or cost for an update.

There was a consensus of the Council to indefinitely continue discussion on hybrid/virtual meetings and direct staff to place it on a future agenda, following rulings on the proposed bills.

D. Approve Travel Reimbursement Request

Mayor Labadie explained that she had recently traveled to Washington D.C. at the invitation of Congressman Dean Phillips and explained that the current policy requires Council approval of this type of expense. She stated that she had decided to rescind her request for reimbursement of airfare and hotel expense and will instead pay it out of pocket as a personal expense. She stated that she would like those funds to remain in the City's 2023 Travel, Conference and School budget in order to give the entire Council the opportunity to further their education.

E. Approve Agreement and Proposal from Davey Resource Group (formerly item 2.D.)

Public Works Director Morreim explained that the Davey Resource Group serves as the City's forester and handles a number of services related to the City's tree canopy. He stated that the City solicited for these services in years past and this agreement is a renewal of the agreement with Davey Resource Group. He stated that the terms of the agreement have been updated and staff recommended approval.

Councilmember Maddy asked how it worked if a homeowner would reach out for a tree consult and how payment was handled.

Public Works Director Morreim stated that to the best of his knowledge, the consultations are informational and do not involve quotes on taking down trees. He stated that he believes that they will provide a list of contractors that the homeowner can contact to go price out their options for removal.

Planning Director Darling stated that Davey Resource Group explained that because they are providing the evaluation services, they do not give quotes for tree removal themselves, but instead direct them to other certified arborists in order to avoid any conflict of interest.

Councilmember Callies asked if Davey Resource Group gets involved when there is a development.

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Planning Director Darling explained that work is done by Planning and Building staff but noted that the developer needs to provide the correct information from an arborist. She stated that Planning and Building staff looks over the tree preservation plans for consistency with City Code.

Councilmember Sanschagrín asked if there had been any interaction between the Parks Commission and Davey Resources Group.

Planning Director Darling stated that she did not think there has been much contact and explained that most of the work that Davey has done has been under the maintenance umbrella where they are doing things like removing dead trees.

Councilmember Sanschagrín suggested that an agenda item be added to the upcoming Park Commission meeting to ensure that they are aware of the relationship between the City and Davey Resource Group.

Planning Director Darling stated that she did not think there was a lot of input that the Park Commission can have on their work. She noted that the City gives Davey Resources Group a list of trees that need to be removed and they put them in priority order based on the condition of the tree. She clarified that it is more of a maintenance issue and not really policy related with that particular service.

City Administrator Nevinski stated that when the Park Commission gets into some of the details with things like the IPM plan, Davey could certainly be a resource for them in answering questions and providing some guidance around policy because that is their role as the City's arborist.

Councilmember Sanschagrín asked if the proposed agreement was written by Davey Resource Group and then aligned with the City's language. He asked about item #2, Services, and the statement, 'City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services.' He asked if this statement was somehow protecting the City and explained that his concern was that it sort of communicates that the City is abdicating responsibility for overseeing the consultant services and he feels that should be kept with the City.

City Attorney Shepherd stated that he understands the concern raised by Councilmember Sanschagrín, but he believed this statement was clarifying that Davey was not abdicating their responsibility to be responsible for meeting the requirements of the contract. He stated that he felt this language should remain in the agreement.

Councilmember Sanschagrín noted that item 3.2 and did not align with 3.1 in terms of the number of days and suggested that they be aligned with each other so there are not late fees.

City Attorney Shepherd stated that was a good catch and an edit can be made so those items align with each other.

Maddy moved, Sanschagrín seconded, to Approve Agreement and Proposal from Davey Resource Group, Adopting RESOLUTION NO. 23-026, "A Resolution to Accept Proposal from Davey Resource Group for Professional Arborist Services", with the language amendment to 3.2, to thirty-five days, instead of thirty days, as discussed.

9. STAFF AND COUNCIL REPORTS

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A. Staff

Public Works Director Morreim stated that last week, four members of the Public Works department attended the Minnesota Rural Water Conference in St. Cloud.

City Engineer Budde stated that tree trimming and removal should continue on Strawberry Lane over the next few weeks.

Finance Director Rigdon stated that the City will be receiving the annual financial statement audit this week.

Parks and Recreation Director Crossfield explained that Lucky the Leprechaun went through the City parks and dropped a few pots of gold throughout the parks. She stated that if people are in the parks and see a green pot of gold hanging in a tree or somewhere above eye level, they can contact City Hall or the Parks and Recreation Department and submit a photo. She explained that they will then be able to come in for their own little pot of gold to take home and eat. She stated that this will take place through March 20, 2023.

City Attorney Shepherd reminded the Council that he will not be able to attend the next City Council meeting and his associate, Jack Brooksbank, would be here instead.

B. Mayor and City Council

Councilmember Sanschagrín asked if the City can take a look at the Matters from the Floor segment of the meeting and see if there may be another format that could be used. He stated that he would like to see if there is a way for there to be more interaction between the Council and those who come to speak. He stated that he would like to find a way to find this to be a more positive experience for everyone. He suggested that they even consider changing the name to something like Open Forum.

Mayor Labadie stated that she felt that Open Forum and Matters from the Floor were two different 'beasts'. She stated that unless something has been noticed to the public, she did not think it was appropriate for the Council to have a dialogue on those items. She stated why, when appropriate, the Council directs staff to put those items on a future agenda, so it can be properly noticed. She stated that she believes this section of the meeting has been called Matters from the Floor for decades. She noted that she has asked other mayors how they handled this portion of their meeting and got feedback from about forty-five mayors and found that Shorewood is much less restrictive than many other cities. She stated that she thinks Matters from the Floor gives the opportunity for residents to bring to the Council's attention something that they did not know about and reiterated that it would not be proper to start up a dialogue when other residents are not noticed.

Councilmember Callies stated that the City Council meeting is essentially a business meeting and not a community meeting.

Councilmember Sanschagrín stated that he was just wondering if the City could look at what other practices may be and consider those moving forward. He gave examples from Excelsior and Chanhassen who have different formats. He stated that he was looking for something that may be more connecting for the residents than the current format. He stated that he would like the City to take a look at what is out there and take them into consideration.

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Councilmember Callies stated that there are public hearings and community meetings on many different issues. She stated that she does not think there needs to be something on the agenda that results in having a back and forth discussion with the citizens. She stated that the Council would not know what would be brought up so it would be truly be productive or fair.

Councilmember Sanschagrín asked if someone brings up a topic in Matters from the Floor if the Council can ask clarifying questions.

Mayor Labadie explained that the way the currently policy is, the answer would be, no. She reiterated that they can direct staff to research the issue or place it on a future agenda.

Mayor Labadie stated that she attended the seminar in Washington D.C. and noted that there were about forty-five delegates from Minnesota in attendance. She gave an overview of other attendees and the speakers/topics. She stated that she also attended the Regional Council of Mayors meeting earlier today where they discussed water. She noted that she and City Administrator Nevinski attended City Day on Capital Hill. She stated that she will hosting a Coffee with the Mayor event on March 17, 2023 at the Pillars of Shorewood Landings. She noted that they are considering opening these up again to the general public and encouraged anyone who may be interested in attending to reach out to Shorewood Landings to reserve a spot.

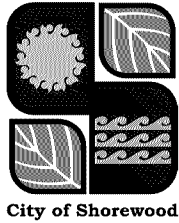
10. ADJOURN

Maddy moved, Sanschagrín seconded, Adjourning the City Council Regular Meeting of March 13, 2023, at 8:30 P.M. Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Verified Claims
Meeting Date: March 27, 2023
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Joe Rigdon, Finance Director
Attachments: Claims Lists

Item
2C

Background:

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

Claims for Council authorization:

67989 – 68000 & ACH	\$511,069.01
Total Claims	\$511,069.01

Financial or Budget Considerations:

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

Action Requested:

Motion to approve the claims list as presented.

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.

Payroll

G/L Distribution Report

User: mnguyen
Batch: 00001.03.2023 - PR-03-13-2023
CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	84,884.78	CASH AND INVESTMENTS
101-11-4103-0000	2,125.00	0.00	PART-TIME
101-11-4122-0000	162.56	0.00	FICA CONTRIB - CITY SHARE
101-13-4101-0000	14,483.12	0.00	FULL-TIME REGULAR
101-13-4103-0000	843.50	0.00	PART-TIME
101-13-4121-0000	1,149.49	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,150.51	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	1,868.79	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	75.46	0.00	WORKERS COMPENSATION
101-15-4101-0000	7,314.60	0.00	FULL-TIME REGULAR
101-15-4121-0000	548.59	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	548.48	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	663.62	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	41.24	0.00	WORKERS COMPENSATION
101-18-4101-0000	9,035.18	0.00	FULL-TIME REGULAR
101-18-4103-0000	186.29	0.00	PART-TIME
101-18-4121-0000	691.61	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	614.12	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,513.35	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	42.32	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,426.12	0.00	FULL-TIME REGULAR
101-24-4121-0000	256.96	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	270.43	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	805.97	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	18.47	0.00	WORKERS COMPENSATION
101-32-4101-0000	14,006.21	0.00	FULL-TIME REGULAR
101-32-4102-0000	62.10	0.00	OVERTIME
101-32-4105-0000	144.64	0.00	STREET PAGER PAY
101-32-4121-0000	1,066.02	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,092.86	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,668.71	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	1,108.74	0.00	WORKERS COMPENSATION
101-33-4101-0000	8,590.33	0.00	FULL-TIME REGULAR
101-33-4102-0000	1,571.55	0.00	OVERTIME

Account Number	Debit Amount	Credit Amount	Description
101-33-4103-0000	42.00	0.00	PART-TIME
101-33-4121-0000	762.11	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	674.91	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	217.49	0.00	EMPLOYEE INSURANCE - CITY
101-33-4151-0000	676.79	0.00	WORKERS COMPENSATION
101-52-4101-0000	2,502.47	0.00	FULL-TIME REGULAR
101-52-4102-0000	49.14	0.00	OVERTIME
101-52-4121-0000	191.38	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	197.08	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	290.84	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	199.62	0.00	WORKERS COMPENSATION
101-53-4103-0000	651.94	0.00	PART-TIME
101-53-4121-0000	48.90	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	60.36	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	157.79	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	15.02	0.00	WORKERS COMPENSATION
FUND Total:	84,884.78	84,884.78	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	4,992.14	CASH AND INVESTMENTS
201-00-4101-0000	3,312.00	0.00	FULL-TIME REGULAR
201-00-4103-0000	751.46	0.00	PART-TIME
201-00-4121-0000	304.76	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	293.65	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	236.68	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	93.59	0.00	WORKERS COMPENSATION
FUND Total:	4,992.14	4,992.14	
FUND 601	Water Utility		
601-00-1010-0000	0.00	10,191.41	CASH AND INVESTMENTS
601-00-4101-0000	7,323.89	0.00	FULL-TIME REGULAR
601-00-4121-0000	549.31	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	552.73	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,417.05	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	348.43	0.00	WORKERS COMPENSATION
FUND Total:	10,191.41	10,191.41	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	8,085.76	CASH AND INVESTMENTS
611-00-4101-0000	5,677.70	0.00	FULL-TIME REGULAR
611-00-4102-0000	94.92	0.00	OVERTIME
611-00-4121-0000	432.92	0.00	PERA CONTRIB - CITY SHARE

Account Number	Debit Amount	Credit Amount	Description
611-00-4122-0000	441.09	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,162.89	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	276.24	0.00	WORKERS COMPENSATION
FUND Total:	8,085.76	8,085.76	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	385.14	CASH AND INVESTMENTS
621-00-4101-0000	300.75	0.00	FULL-TIME REGULAR
621-00-4121-0000	22.56	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	23.44	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	38.22	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	0.17	0.00	WORKERS COMPENSATION
FUND Total:	385.14	385.14	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	1,597.68	CASH AND INVESTMENTS
631-00-4101-0000	1,068.33	0.00	FULL-TIME REGULAR
631-00-4121-0000	80.13	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	93.17	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	314.08	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	41.97	0.00	WORKERS COMPENSATION
FUND Total:	1,597.68	1,597.68	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	110,136.91	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	54,221.57	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	11,190.60	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	7,688.50	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	3,457.29	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	12,344.98	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	11,395.50	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	3,896.50	DEFERRED COMPENSATION
700-00-2177-0000	0.00	2,938.06	WORKERS COMPENSATION
700-00-2179-0000	0.00	148.05	SEC 125 DEP CARE REIMB PAYABLE
700-00-2183-0000	0.00	1,227.00	HEALTH SAVINGS ACCOUNT
700-00-2184-0000	0.00	1,418.86	DENTAL DELTA
700-00-2185-0000	0.00	210.00	DENTAL - UNION
FUND Total:	110,136.91	110,136.91	

Account Number	Debit Amount	Credit Amount	Description
<hr/>			
	<hr/>	<hr/>	
	<hr/>	<hr/>	
Report Total:	220,273.82	220,273.82	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/13/2023 - 2:27PM
Batch: 00003.03.2023 - PR-03-13-2023



Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL			Check Sequence: 1
March-2023	March- Dental - Union : Hanson-Kosek-Stark	210.00	03/13/2023	700-00-2185-0000
	Check Total:	210.00		
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2
PR-03-13-2023	PR Batch 00001.03.2023 Federal Income Tax	7,688.50	03/13/2023	700-00-2172-0000
PR-03-13-2023	PR Batch 00001.03.2023 FICA Employee Portio	5,004.90	03/13/2023	700-00-2174-0000
PR-03-13-2023	PR Batch 00001.03.2023 FICA Employer Portio	5,004.90	03/13/2023	700-00-2174-0000
PR-03-13-2023	PR Batch 00001.03.2023 Medicare Employee Pc	1,164.69	03/13/2023	700-00-2174-0000
PR-03-13-2023	PR Batch 00001.03.2023 Medicare Employer Po	1,170.49	03/13/2023	700-00-2174-0000
	Check Total:	20,033.48		
Vendor: 6	HEALTH PARTNERS-MEDICAL			Check Sequence: 3
March-2023	PR Batch 00002.02.2023 Health Ins - CoPay-1	3,650.00	02/27/2023	700-00-2171-0000
March-2023	PR Batch 00001.03.2023 Health Insurance-HSA	7,113.52	03/13/2023	700-00-2171-0000
March-2023	PR Batch 00002.02.2023 Health Insurance-HSA	6,350.00	02/27/2023	700-00-2171-0000
March-2023	PR Batch 00001.03.2023 Health Ins - CoPay-2	4,077.08	03/13/2023	700-00-2171-0000
	Check Total:	21,190.60		
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 4
March-2023	PR Batch 00001.03.2023 Dental - Non Union	1,418.86	03/13/2023	700-00-2184-0000
March-2023-COBR	March - Dental -COBRA-Pattie	48.65	03/13/2023	700-00-2184-0000
	Check Total:	1,467.51		
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 5
PR-03-13-2023	PR Batch 00001.03.2023 Deferred Comp-ICMA	2,582.68	03/13/2023	700-00-2176-0000
PR-03-13-2023	PR Batch 00001.03.2023 Deferred Comp-ICMA	88.82	03/13/2023	700-00-2176-0000
	Check Total:	2,671.50		

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6
PR-03-13-2023	PR Batch 00001.03.2023 State Income Tax	3,457.29	03/13/2023	700-00-2173-0000
	Check Total:	3,457.29		
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 7
PR-03-13-2023	PR Batch 00001.03.2023 Deferred Comp-MSRS	1,225.00	03/13/2023	700-00-2176-0000
	Check Total:	1,225.00		
Vendor: 665	OPTUM BANK			Check Sequence: 8
PR-03-13-2023	PR Batch 00001.03.2023 HSA-OPTUM BANK	1,227.00	03/13/2023	700-00-2183-0000
	Check Total:	1,227.00		
Vendor: 9	PERA			Check Sequence: 9
PR-03-13-2023	PR Batch 00001.03.2023 MN-PERA Deduction	5,290.76	03/13/2023	700-00-2175-0000
PR-03-13-2023	PR Batch 00001.03.2023 MN PERA Benefit Em	6,104.74	03/13/2023	700-00-2175-0000
	Check Total:	11,395.50		
	Total for Check Run:	62,877.88		
	Total of Number of Checks:	9		

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 03/22/2023 - 3:01PM
Batch: 00004.03.2023 - AP-03-27-2023



Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 104	ADAM'S PEST CONTROL INC			Check Sequence: 1
3616841	Building Inspection-Shorewood	96.63	03/27/2023	101-19-4400-0000
3618519	Building Inspection-Southshore	81.29	03/27/2023	201-00-4400-0000
	Check Total:	177.92		
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 2
INV301023	Konica Minolta/C658 Copier-Staples	334.22	03/27/2023	101-19-4221-0000
	Check Total:	334.22		
Vendor: 868	BANK OF MONTREAL			Check Sequence: 3
Feb-2023-AndyE.	Fuel	43.42	03/27/2023	101-32-4212-0000
Feb-2023-AndyE.	Mason Outlet-2023 Boots	239.95	03/27/2023	101-32-4245-0000
Feb-2023-Brenda	ODP-General Supplies	134.70	03/27/2023	101-13-4200-0000
Feb-2023-Brenda	Target-Retreat Food	48.85	03/27/2023	101-11-4245-0000
Feb-2023-BruceS	Fuel	557.59	03/27/2023	101-32-4212-0000
Feb-2023-BruceS	PSN MN Rwa MN-MRWA Conference	325.00	03/27/2023	601-00-4331-0000
Feb-2023-BruceS	NAPA-Windshield Wipers	55.89	03/27/2023	101-32-4221-0000
Feb-2023-ChrisH	Fuel	83.29	03/27/2023	101-32-4212-0000
Feb-2023-ChrisH	Amazon	16.42	03/27/2023	601-00-4200-0000
Feb-2023-ChrisH	Amazon-Garabe Can Liners	49.18	03/27/2023	101-32-4223-0000
Feb-2023-ChrisH	Amazon-Garabe Can Liners	56.45	03/27/2023	101-32-4245-0000
Feb-2023-ChrisH	Amazon-USB Port	13.97	03/27/2023	101-32-4200-0000
Feb-2023-ChrisH	Amazon-Supplies	39.36	03/27/2023	101-32-4223-0000
Feb-2023-ChrisH	Amazon-Skid Steer Light Bar	32.89	03/27/2023	101-32-4245-0000
Feb-2023-ChrisH	Amazon-Cordless Wrench	182.78	03/27/2023	601-00-4240-0000
Feb-2023-ChrisH	Amazon-Office Organizer	22.25	03/27/2023	601-00-4200-0000
Feb-2023-CityCard	Culligan Bottled Water - C.H.	33.00	03/27/2023	101-19-4245-0000
Feb-2023-CityCard	Republic Services-Residents Recycling Svcs	10,925.20	03/27/2023	621-00-4400-0000
Feb-2023-CityCard	Waste Mgmt-Public Works	1,234.86	03/27/2023	101-32-4400-0000
Feb-2023-CityCard	Chanhassen-18505-001	3,196.75	03/27/2023	601-00-4263-0000
Feb-2023-CityCard	Waste Mgmt-SSCC	352.89	03/27/2023	201-00-4400-0000

AP-Computer Check Proof List by Vendor (03/22/2023 - 3:01 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
Feb-2023-CityCard	Chanhassen-18505-000	19.80	03/27/2023	601-00-4263-0000
Feb-2023-CityCard	Republic Services-Organic Recycling	250.00	03/27/2023	621-00-4400-0026
Feb-2023-CityCard	AT&T - Wade's Ipad	23.49	03/27/2023	101-24-4321-0000
Feb-2023-CityCard	Big Ink	120.00	03/27/2023	101-53-4441-0000
Feb-2023-Janell	Amazon-Cleaning Supplies	85.00	03/27/2023	201-00-4248-0000
Feb-2023-Janell	Amazon-Cleaning Supplies	82.45	03/27/2023	201-00-4248-0000
Feb-2023-Janell	Amazon-Cleaning Supplies	21.29	03/27/2023	201-00-4248-0000
Feb-2023-Janell	Amazon-Office Supplies	103.51	03/27/2023	201-00-4200-0000
Feb-2023-Janell	Amazon-Office Supplies	19.98	03/27/2023	201-00-4200-0000
Feb-2023-Janell	Amazon-Office Supplies	8.89	03/27/2023	201-00-4200-0000
Feb-2023-Janell	Amazon-General Supplies	37.50	03/27/2023	201-00-4248-0000
Feb-2023-Janell	Amazon-General Supplies	101.86	03/27/2023	201-00-4200-0000
Feb-2023-Janell	Amazon-General Supplies	27.97	03/27/2023	201-00-4200-0000
Feb-2023-Janell	Amazon-General Supplies	31.49	03/27/2023	101-19-4245-0000
Feb-2023-Janell	Amazon-General Supplies	8.99	03/27/2023	201-00-4200-0000
Feb-2023-Janell	Amazon-General Supplies	20.80	03/27/2023	201-00-4248-0000
Feb-2023-Janell	Facebook-Arctic Fever Ad	4.00	03/27/2023	101-53-4441-0000
Feb-2023-Janell	Target-Council Retreat	91.89	03/27/2023	101-11-4245-0000
Feb-2023-JasonC	American Planning-Study Manual	15.00	03/27/2023	101-18-4331-0000
Feb-2023-JasonC	Int'l Code Council-Building Official CEU's	495.00	03/27/2023	101-24-4331-0000
Feb-2023-JasonC	Amazon-Laser Pointer for Council Chambers	50.53	03/27/2023	101-18-4245-0000
Feb-2023-Jeremy	Fuel	438.04	03/27/2023	101-32-4212-0000
Feb-2023-Jeremy	Shorewood True-Electric Tape	41.35	03/27/2023	101-32-4221-0000
Feb-2023-Jeremy	CarQuest	16.39	03/27/2023	101-32-4221-0000
Feb-2023-Jeremy	CarQuest	40.86	03/27/2023	101-32-4221-0000
Feb-2023-Jeremy	Northern Tool-Tools and Parts	198.87	03/27/2023	101-32-4221-0000
Feb-2023-Jeremy	CarQuest	13.12	03/27/2023	101-32-4212-0000
Feb-2023-Jeremy	CarQuest	18.19	03/27/2023	101-32-4212-0000
Feb-2023-Jeremy	CarQuest	29.77	03/27/2023	101-32-4212-0000
Feb-2023-Jeremy	CarQuest	19.41	03/27/2023	101-32-4221-0000
Feb-2023-Jeremy	CarQuest-Vehicle Batteries	423.19	03/27/2023	101-32-4221-0000
Feb-2023-Jeremy	Shorewood True	10.75	03/27/2023	101-32-4245-0000
Feb-2023-JoeR.	MN Government-Membership	70.00	03/27/2023	101-15-4433-0000
Feb-2023-JoeR.	Government Finance Office-Membership	170.00	03/27/2023	101-15-4433-0000
Feb-2023-LarryB	In Enabling Elements-Water System Comm	17.00	03/27/2023	601-00-4321-0000
Feb-2023-LukeW.	Fuel	189.00	03/27/2023	101-32-4212-0000
Feb-2023-LukeW.	Ferguson	6.67	03/27/2023	601-00-4245-0000
Feb-2023-LukeW.	Ferguson	16.62	03/27/2023	601-00-4245-0000
Feb-2023-LukeW.	Shorewood True	42.43	03/27/2023	101-32-4223-0000
Feb-2023-MarcN.	ICMA Online-Membership	1,007.00	03/27/2023	101-13-4433-0000
Feb-2023-MarcN.	League of MN-MCMA Annual Conference	395.00	03/27/2023	101-13-4331-0000
Feb-2023-MarcN.	League of MN-City Day on the Hill-Marc N.	125.00	03/27/2023	101-13-4331-0000
Feb-2023-MarcN.	League of MN-City Day on the Hill-Jennifer L.	125.00	03/27/2023	101-11-4331-0000

AP-Computer Check Proof List by Vendor (03/22/2023 - 3:01 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
Feb-2023-MattM.	Amazon-Keyboad	10.47	03/27/2023	631-00-4200-0000
Feb-2023-MattM.	Amazon-Dry Erase Board & Markers	51.39	03/27/2023	611-00-4200-0000
Feb-2023-MattM.	Amazon-Kitchen Supplies	21.49	03/27/2023	101-32-4245-0000
Feb-2023-MattM.	Amazon-Keyboad for Ipad	65.79	03/27/2023	631-00-4200-0000
Feb-2023-MattM.	Amazon-Dishwash	17.19	03/27/2023	101-32-4245-0000
Feb-2023-MattM.	Amazon-Emergency Guidebook	9.90	03/27/2023	101-32-4245-0000
Feb-2023-MattM.	Copper State Supply-Graffiti Removal Materials	112.65	03/27/2023	101-52-4223-0000
Feb-2023-MattM.	Dept of Natural Resource-2022 MN DNR Permi	2,272.60	03/27/2023	601-00-4437-0000
Feb-2023-MattM.	Ikea - Office Furniture	136.49	03/27/2023	101-32-4245-0000
Feb-2023-MattM.	League of MN-LMC Safety Training	40.00	03/27/2023	631-00-4331-0000
Feb-2023-MattM.	PSN MN RWA - MRWA Conference	325.00	03/27/2023	611-00-4331-0000
Feb-2023-MattM.	Samclub-Floor Mats & Supplies	131.37	03/27/2023	101-32-4245-0000
Feb-2023-MattM.	The Home Depot-Paint & Brushes	241.53	03/27/2023	101-32-4223-0000
Feb-2023-MattV.	Fuel	1,029.87	03/27/2023	101-32-4212-0000
Feb-2023-MattV.	Cub Foods-Water	39.90	03/27/2023	101-32-4245-0000
Feb-2023-MattV.	Shorewood True	21.24	03/27/2023	101-32-4223-0000
Feb-2023-NeliaC	Amazon-General Supplies	32.05	03/27/2023	101-19-4245-0000
Feb-2023-NeliaC	Amazon-General Supplies	209.83	03/27/2023	101-19-4245-0000
Feb-2023-NeliaC	Amazon-General Supplies	53.59	03/27/2023	101-24-4245-0000
Feb-2023-NeliaC	Amazon-General Supplies	124.78	03/27/2023	101-19-4245-0000
Feb-2023-NeliaC	ODP-General Supplies	52.07	03/27/2023	201-00-4200-0000
Feb-2023-NeliaC	ODP-General Supplies	152.28	03/27/2023	101-13-4200-0000
Feb-2023-NeliaC	ODP-General Supplies	5.94	03/27/2023	101-13-4200-0000
Feb-2023-NeliaC	ODP-General Supplies	92.84	03/27/2023	201-00-4200-0000
Feb-2023-NeliaC	ODP-General Supplies	29.48	03/27/2023	201-00-4200-0000
Feb-2023-NeliaC	ODP-General Supplies	99.95	03/27/2023	101-13-4200-0000
Feb-2023-NeliaC	ODP-General Supplies	10.79	03/27/2023	201-00-4200-0000
Feb-2023-NeliaC	Samsclub	108.13	03/27/2023	101-19-4245-0000
Feb-2023-NeliaC	Wa-Mart	19.27	03/27/2023	101-19-4245-0000
Feb-2023-Robert	Fuel	430.40	03/27/2023	101-32-4212-0000
Feb-2023-Robert	Shorewood True	8.99	03/27/2023	101-32-4223-0000
Feb-2023-Robert	Likee - UNKNOWN-Disputed - Refund next mo	10.89	03/27/2023	101-32-4245-0000
Feb-2023-RyanB	Shorewood True	88.14	03/27/2023	101-32-4245-0000
Feb-2023-RyanB	Fuel	76.00	03/27/2023	101-32-4212-0000
Feb-2023-RyanB	Shorewood True-Roof Telt Tablets for Ice Dams	49.98	03/27/2023	101-32-4223-0000
Feb-2023-Sandie	Jerrys-Employee Onboarding	33.42	03/27/2023	101-13-4245-0000
Feb-2023-Sandie	Cub Foods Employee Meeting	130.04	03/27/2023	101-13-4245-0000
Feb-2023-Sandie	Caribou-Employee Recognition	100.00	03/27/2023	101-13-4245-0000
Feb-2023-Sandie	Dollar Tree-Council & Commission Recognition	20.16	03/27/2023	101-11-4245-0000
Feb-2023-Sandie	Amazon-Office Supplies	195.12	03/27/2023	101-13-4200-0000
Feb-2023-Sandie	Amazon-Office Supplies	78.45	03/27/2023	101-13-4200-0000
Feb-2023-Sandie	Amazon-Office Supplies	63.23	03/27/2023	101-13-4200-0000
Feb-2023-Sandie	International Public- IPA-HR-PSHRA-Members	175.00	03/27/2023	101-13-4433-0000

AP-Computer Check Proof List by Vendor (03/22/2023 - 3:01 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
Feb-2023-Sandie	PELRA INV-NPELRA Membership	129.17	03/27/2023	101-13-4433-0000
Feb-2023-Sandie	Society for Human Resource-SHRM- Membersh	244.00	03/27/2023	101-13-4433-0000
Feb-2023-Sandie	League of MN-Respecful WP Training-Guy & D	30.00	03/27/2023	101-11-4331-0000
Feb-2023-Sandie	League of MN-Respecful WP Training-Marc	15.00	03/27/2023	101-13-4331-0000
Feb-2023-Sandie	League of MN-Respecful WP Training-Matt M. .	30.00	03/27/2023	101-32-4331-0000
Feb-2023-Sandie	League of MN-Respecful WP Training-Janelle	15.00	03/27/2023	201-00-4331-0000
Feb-2023-TimK.	Fuel	695.73	03/27/2023	101-32-4212-0000
Feb-2023-TimK.	Shorewood True	3.79	03/27/2023	101-32-4223-0000
Feb-2023-ToddR.	Fuel	602.07	03/27/2023	101-32-4212-0000
Feb-2023-WadeW.	Fuel	90.59	03/27/2023	101-24-4212-0000
Feb-2023-WadeW.	Int'l Code Council-ICC Membership	145.00	03/27/2023	101-24-4433-0000
	Check Total:	31,655.84		
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 4
308366	Pond Maintanance	91.50	03/27/2023	631-00-4303-0000
308367	Sanitary Sewer Cleaning 2022	366.00	03/27/2023	611-00-4303-0000
308368	General Engineering	7,186.00	03/27/2023	101-31-4303-0000
308369	24250 Smithtown Road Development-Marc & C	519.00	03/27/2023	101-00-3414-0000
308370	Beverly Drive Wetland	459.00	03/27/2023	631-00-4303-0000
308371	Birch Bluff St-Utility Imprvmt	7,457.50	03/27/2023	414-00-4303-0000
308372	Eureka Road Street & Utility	7,352.50	03/27/2023	418-00-4303-0000
308373	Freeman Park Trail Improvement	3,653.50	03/27/2023	402-00-4400-0000
308374	GIS-Utilities-Street	183.00	03/27/2023	101-31-4303-0000
308374	GIS-Utilities-Stormwater	183.00	03/27/2023	631-00-4303-0000
308374	GIS-Utilities-Water	1,825.50	03/27/2023	601-00-4303-0000
308374	GIS-Utilities-Sewer	510.50	03/27/2023	611-00-4303-0000
308375	Lift Station 11 Rehabilitation	4,683.00	03/27/2023	611-00-4303-0000
308377	Mill Street Trail	640.50	03/27/2023	417-00-4303-0000
308378	MS4 Administration	1,509.00	03/27/2023	631-00-4302-0009
308379	Shady Island Bridge Forcemain	229.50	03/27/2023	611-00-4303-0000
308382	Shorewood Ln Ravine Restore	13,350.50	03/27/2023	631-00-4303-0000
308384	Smithtown Pond	4,262.00	03/27/2023	412-00-4303-0000
308385	Strawberry Ln St Reconst & Trl	4,101.50	03/27/2023	409-00-4303-0000
308386	Walnut Grove Villas	568.00	03/27/2023	101-00-3414-0000
	Check Total:	59,131.00		
Vendor: 133	CARGILL, INCORPORATED			Check Sequence: 5
2908048725	Salt for Deicing	2,653.14	03/27/2023	101-33-4245-0000
	Check Total:	2,653.14		

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 1035	NELIA CRISWELL #8574			Check Sequence: 6
Jan-Mar-2023-Wellness	Jan thru Mar-2023-Wellness	120.00	03/27/2023	101-13-4101-0000
	Check Total:	120.00		
Vendor: 1096	DAVEY RESOURCE GROUP, INC.			Check Sequence: 7
151818	Birch Bluff Road-CIP	1,000.00	03/27/2023	414-00-4400-0000
151818	Forestry Services	2,275.00	03/27/2023	101-32-4400-0000
155048	Birch Bluff Road-CIP	258.75	03/27/2023	414-00-4400-0000
	Check Total:	3,533.75		
Vendor: 170	ELECTRIC PUMP			Check Sequence: 8
0075434-IN	Road Salt at LS#10	783.00	03/27/2023	601-00-4221-0000
	Check Total:	783.00		
Vendor: 989	ANDREW ERNEST ESLINGER			Check Sequence: 9
March-2023-Miles	MN Rural Water Conf in St Cloud - Mar 7-9/23-	149.34	03/27/2023	601-00-4331-0000
	Check Total:	149.34		
Vendor: 179	EXCELSIOR FIRE DISTRICT			Check Sequence: 10
2nd Qtr-2023	Building	50,028.98	03/27/2023	101-22-4620-0000
2nd Qtr-2023	Operations	135,632.81	03/27/2023	101-22-4400-0000
	Check Total:	185,661.79		
Vendor: 1060	GENERAL SECURITY SERVICES CORPORATION			Check Sequence: 11
50014966	Park Building Alarm/Video System-Badger Park	8,783.14	03/27/2023	402-00-4680-0000
50014967	Park Security/Monitoring-Badger Park-03/01/23	119.85	03/27/2023	101-52-4400-0000
50014968	Park Security/Monitoring-Badger Park -01/17/23	59.93	03/27/2023	101-52-4400-0000
	Check Total:	8,962.92		
Vendor: 211	HAWKINS, INC.			Check Sequence: 12
6422307	Chemicals Water Treatment	120.00	03/27/2023	601-00-4245-0000
	Check Total:	120.00		
Vendor: 861	CHRISTOPHER HEITZ			Check Sequence: 13
Feb-2023-Cell	AT & T - Cell Phone Reimbursement	40.42	03/27/2023	101-32-4321-0000
	Check Total:	40.42		

AP-Computer Check Proof List by Vendor (03/22/2023 - 3:01 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
Vendor: 1308	HI-LINE INC.			Check Sequence: 14
11022515	Misc. Hardware for Equipment	474.00	03/27/2023	101-32-4221-0000
11022581	Misc. Hardware for Equipment	15.00	03/27/2023	101-32-4221-0000
11022903	Misc. Hardware for Equipment	11.50	03/27/2023	101-32-4221-0000
11023603	Misc. Hardware for Equipment	211.10	03/27/2023	101-32-4221-0000
	Check Total:	711.60		
Vendor: 436	MARK HODGES			Check Sequence: 15
2023-003	Work Session - Council Recording	70.00	03/27/2023	101-11-4400-0000
	Check Total:	70.00		
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 16
20214992	City Hall - Mats	208.65	03/27/2023	101-19-4400-0000
	Check Total:	208.65		
Vendor: 972	LON THARALDSON PLUMBING & HEATING			Check Sequence: 17
1417	Water Heater-PWs	3,007.32	03/27/2023	101-32-4223-0000
	Check Total:	3,007.32		
Vendor: 262	LUBE-TECH			Check Sequence: 18
3160409	Motor Fuel Lube	2,331.14	03/27/2023	101-32-4212-0000
	Check Total:	2,331.14		
Vendor: 1323	OLSEN CHAIN & CABLE, INC.			Check Sequence: 19
698473	Misc. Chains for Equipment	453.96	03/27/2023	101-32-4221-0000
	Check Total:	453.96		
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 20
1503484	Cathcart Park-26655 W- 62nd St	77.06	03/27/2023	101-52-4400-0000
1503485	Freeman Park-6000 Eureka Rd	420.30	03/27/2023	101-52-4400-0000
1503486	Silverwood Pk-5755 Covington R	77.06	03/27/2023	101-52-4400-0000
1503487	South Shore-5355 St Albans Bay	77.06	03/27/2023	101-52-4400-0000
1503488	Christmas Lk Rd-5625 Merry Ln	268.53	03/27/2023	101-52-4400-0000
	Check Total:	920.01		
Vendor: 903	PERRILL			Check Sequence: 21
259651	ROWay Web App-Monthly	75.00	03/27/2023	611-00-4400-0000
259651	ROWay Web App-Monthly	75.00	03/27/2023	601-00-4400-0000

AP-Computer Check Proof List by Vendor (03/22/2023 - 3:01 PM)

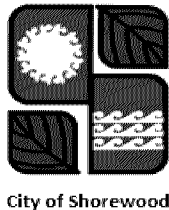
Invoice No	Description	Amount	Payment Date	Acct Number
	Check Total:	150.00		
Vendor: 819	PIRTEK PLYMOUTH INC.			Check Sequence: 22
PL-T00014518	Hydraulic Hoses	182.38	03/27/2023	101-32-4221-0000
	Check Total:	182.38		
Vendor: 864	QUALITY FLOW SYSTEMS, INC.			Check Sequence: 23
44489	LS & Pump Installation	3,000.00	03/27/2023	101-52-4221-0000
44489	LS & Pump Installation	9,206.00	03/27/2023	101-52-4400-0000
	Check Total:	12,206.00		
Vendor: 906	REVIZE, LLC			Check Sequence: 24
15491	2023 Website Maint	2,975.00	03/27/2023	101-13-4433-0000
	Check Total:	2,975.00		
Vendor: 1324	SAFE-FAST INC.			Check Sequence: 25
INV272622	Safety Supplies	175.78	03/27/2023	101-32-4245-0000
INV272622	Safety Supplies	485.20	03/27/2023	101-52-4245-0000
INV272922	Safety Supplies	170.55	03/27/2023	101-52-4245-0000
INV272922	Safety Supplies	47.94	03/27/2023	101-32-4245-0000
	Check Total:	879.47		
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPARTMENT			Check Sequence: 26
April-2023-OB	Monthly-Operating Budget Exp	123,434.83	03/27/2023	101-21-4400-0000
	Check Total:	123,434.83		
Vendor: 657	SUMMIT FIRE PROTECTION			Check Sequence: 27
130072053	City Hall-Fire Extinguisher Inspection	624.00	03/27/2023	101-19-4223-0000
130072054	SCEC-Fire Extinguisher Inspection	676.00	03/27/2023	201-00-4223-0000
	Check Total:	1,300.00		
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 28
M28083	Council Meeting	285.50	03/27/2023	101-13-4400-0000
M28088	Planning Meeting	234.50	03/27/2023	101-18-4400-0000
	Check Total:	520.00		
Vendor: UB*00527	Susan Timmerman			Check Sequence: 29

AP-Computer Check Proof List by Vendor (03/22/2023 - 3:01 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
	Refund Check 006096-000, 5240 Vine Hill Rd	44.21	03/22/2023	601-00-2010-0000
	Refund Check 006096-000, 5240 Vine Hill Rd	51.58	03/22/2023	611-00-2010-0000
	Refund Check 006096-000, 5240 Vine Hill Rd	22.10	03/22/2023	631-00-2010-0000
	Refund Check 006096-000, 5240 Vine Hill Rd	22.11	03/22/2023	621-00-2010-0000
	Check Total:	140.00		
Vendor: 380	TITAN MACHINERY INC.			Check Sequence: 30
18106469GP	Equipment Parts	23.75	03/27/2023	101-32-4221-0000
	Check Total:	23.75		
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 31
18690	Monthly Water Testing	120.00	03/27/2023	601-00-4400-0000
	Check Total:	120.00		
Vendor: 388	UNIQUE PAVING MATERIALS CORP.			Check Sequence: 32
72333	Cold Mix	1,955.00	03/27/2023	101-32-4250-0000
	Check Total:	1,955.00		
Vendor: 421	VERIZON WIRELESS			Check Sequence: 33
9925926318	Credit line-612-219-9829	-8.08	03/27/2023	601-00-4321-0000
9929067185	612-292-2968/7023/1196 & 612-368-0176	80.93	03/27/2023	601-00-4321-0000
9929067185	612-292-2968/7023/1196 & 612-368-0176	80.93	03/27/2023	611-00-4321-0000
9929067185	612-292-2968/7023/1196 & 612-368-0176	80.92	03/27/2023	631-00-4321-0000
9929067185	612-581-4949-Sandie Thone	41.14	03/27/2023	101-13-4321-0000
9929067185	612-581-2856-Eric Wilson	41.14	03/27/2023	101-13-4321-0000
9929067185	612-581-4018-Jason Carlson	41.14	03/27/2023	101-18-4321-0000
9929067185	612-581-6609-WadeWoodward	41.14	03/27/2023	101-24-4321-0000
9929067185	612-581-3780-Marie Darling	41.14	03/27/2023	101-18-4321-0000
9929067185	612-581-3609-NOONE	41.14	03/27/2023	101-13-4321-0000
9929067185	612-581-3931-Marc Nevinski	41.14	03/27/2023	101-13-4321-0000
9929067185	612-581-5469-NOONE	41.14	03/27/2023	101-13-4321-0000
9929067185	612-581-4323-Joe Rigdon	41.14	03/27/2023	101-15-4321-0000
9929067185	612-581-5835-Janelle Crossfield	41.14	03/27/2023	201-00-4321-0000
	Check Total:	646.10		
Vendor: UB*00526	George & Carol Warfield			Check Sequence: 34
	Refund Check 005571-000, 25670 Park Ln	3.59	03/22/2023	601-00-2010-0000
	Refund Check 005571-000, 25670 Park Ln	4.20	03/22/2023	611-00-2010-0000
	Refund Check 005571-000, 25670 Park Ln	1.79	03/22/2023	631-00-2010-0000

AP-Computer Check Proof List by Vendor (03/22/2023 - 3:01 PM)

Invoice No	Description	Amount	Payment Date	Acct Number
	Refund Check 005571-000, 25670 Park Ln	1.80	03/22/2023	621-00-2010-0000
	Check Total:	11.38		
Vendor: 415	WARNER CONNECT			Check Sequence: 35
29941390	Y7Y40-Dell Latitude 3420-Nelia's Laptop	1,326.70	03/27/2023	403-00-4640-0000
29941401	C27F390FHN-Samsung-LED Monitor - Chris H	218.52	03/27/2023	403-00-4640-0000
	Check Total:	1,545.22		
Vendor: 327	WINDSTREAM			Check Sequence: 36
75496970	City of Shwd- Badger Well	70.04	03/27/2023	601-00-4395-0000
75496970	Public Works	80.01	03/27/2023	101-32-4321-0000
75496970	City Hall	164.09	03/27/2023	101-19-4321-0000
75496970	Badger-Manor-Cathcart Parks	245.23	03/27/2023	101-52-4321-0000
75496970	City of Shwd-West Tower	153.10	03/27/2023	601-00-4321-0000
	Check Total:	712.47		
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 37
284934	Salt & Sand	272.15	03/27/2023	101-33-4245-0000
	Check Total:	272.15		
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 38
819933629	5655 Merry Lane	31.15	03/27/2023	101-52-4380-0000
820068724	5500 Old Market Rd	60.21	03/27/2023	601-00-4398-0000
	Check Total:	91.36		
	Total for Check Run:	448,191.13		
	Total of Number of Checks:	38		



City Council Meeting Item

Title/Subject: Mangold Group, LLC Contract Renewal
Meeting Date: March 27, 2023
Prepared by: Matt Morreim, Public Works Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Professional Service Agreement
Mangold Group Quotes-City Hall and Shorewood Community Center

2D
MEETING TYPE
Regular
Meeting

Background in Recommendation:

The City utilizes Mangold Group, LLC to provide landscaping services for the City of Shorewood at City Hall and the Shorewood Community Center. These services include:

- Landscape bed maintenance
- Shrub and tree pruning
- General cleanup
- Mulch topdressing

Financial or Budget Considerations:

The city budget accounts and programs landscaping services as part of the building maintenance operating budget (Fund 19-Municipal Buildings)

Action Requested:

Motion to approve the proposal from Mangold Group, LLC for services in 2023.

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.

PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPING SERVICES

THIS AGREEMENT is made this March 13, 2023 ("Effective Date") by and between Mangold Group, LLC, a Minnesota limited liability company, d/b/a Mangold Horticulture, with its principal office located in Excelsior, MN 55331 ("Contractor"), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the "City"):

RECITALS

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

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

AGREEMENT

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

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

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

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

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

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

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

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

- \$500,000 – Bodily Injury by Accident

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

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

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

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

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

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

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

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

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

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

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

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

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

20. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with the Americans with Disabilities Act as amended ("ADA"), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys' fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

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

administration of this contract is _____, or designee who shall perform or supervise the performance of all Services.

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

Contractor

Mangold Horticulture
P.O. Box 250
Excelsior, MN 555331

The City

City Administrator
5755 Country Club Road
Shorewood, MN 55331

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

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

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

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

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

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

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

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

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

Mangold Group, LLC

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE



P.O. Box 250
Excelsior, MN 55331
952-999-1633
mhort.com

3/13/2023
Quote # 8990

Billing Address:
Michelle Nguyen
City of Shorewood
5735 Country Club Road
Shorewood, MN 55331

Property Address:
City of Shorewood - City Hall
5755 Country Club Road
Shorewood, MN 55331

Dear Matt:

You recently requested pricing information from our company. Thank you for giving us the opportunity to bid for your business. We are working hard to continue to build a reputation for quality and we look forward to showing you that it is well deserved.

Passionate people, outstanding results - our team is excited about what we do and would love the opportunity to work with you. Here is our quote:

Included Monthly Services	Frequency
Landscape Bed Maintenance	13
Shrub & Ornamental Tree Pruning	2
Perennial & Flowering Shrub Cut Backs - Spring	1
Perennial & Flowering Shrub Cut Backs - Fall	1

Per Occurrence Services	Frequency	Cost per Occ.
Spring Cleanup	1	\$215.00
Fall Cleanup	2	\$254.00
Mulch Topdressing	1	\$1,395.00

Payment Schedule	
Schedule	Price
April	\$362.00
May	\$362.00
June	\$362.00
July	\$362.00
August	\$362.00
September	\$362.00

October	\$362.00
November	\$362.00
	<hr/>
	\$2,896.00

Services

Spring Cleanup

- Remove accumulated debris and leaves from turf and landscape beds.
- Dispose of debris off site as needed.
- Spring cleanup will generally be completed by May 1st, weather and ground conditions permitting.

Fall Cleanup

- Remove accumulated debris and leaves from turf and landscape beds.
- Dispose of debris off site as needed.
- Fall cleanups will generally be completed by November 15th, weather and ground conditions permitting. Additional fall cleanups can be provided when requested at an additional cost.

Landscape Bed Maintenance

- Hand weeding of beds shall be done once every two weeks during the growing season.
- Pull weeds in pavement cracks once every two weeks during the growing season.
- Mangold Horticulture expects the client to keep all beds that are to be weeded in a well-maintained condition. This may include add new weed fabric, edging, topdressing rock and/or mulch etc. when needed.

Shrub & Ornamental Tree Pruning

- All shrubs shall be evaluated and trimmed two times a year unless deemed unnecessary or inappropriate.
- Ornamental trees shall be evaluated and trimmed one time a year unless deemed unnecessary or inappropriate.
- Any trimming needed over 14' is not included. A quote for high trimming can be provided as requested.

Perennial & Flowering Shrub Cut Backs - Spring

- Remove foliage from perennials that were left over winter.
- Flowering shrubs to be trimmed as needed.

Perennial & Flowering Shrub Cut Backs - Fall

- Remove foliage from perennials after frost in fall, with the exception of perennials and grasses with winter interest and those which overwinter best when foliage remains during the winter. Said foliage shall be removed in the spring.
- Flowering shrubs to be trimmed as needed.

Mulch Topdressing -

- Topdress existing mulch areas with 1"-2" of shredded hardwood mulch.

Terms & Conditions

Pricing does not include applicable Minnesota sales tax.

Quote pricing is based on net 30 payment terms. A finance charge of 1 ½% shall be charged on past due invoices. Either party has the unconditional right to terminate this contract within 30 days written notice. Upon cancellation, Mangold Horticulture will invoice the next business day after termination for all work completed by cancellation date. Mangold Horticulture crews shall arrive at the property unannounced unless noted herein. Any alterations and/or additions to this quote shall be handled with a new quote as needed.

Mangold Horticulture carries three million dollars in liability insurance plus all statutory workman's compensation and vehicular coverage. A certificate of insurance shall be submitted to Customer upon request. All crew members shall be uniformed and conduct themselves in a professional manner; trucks and equipment shall be in good repair. Irrigation maintenance and repairs are not included. Irrigation work can be provided as an extra charge.

With acceptance of this quote the above prices, specifications and conditions are satisfactory and hereby accepted. Mangold Horticulture is authorized to do the work as specified. Payment will be made as outlined above.

Signature and Date:

Matt Morreim

Mangold Horticulture

Upon accepting this quote an email will be sent detailing how to get scheduled. Again, passionate people, outstanding results - our team is excited about what we do and would love the opportunity to work with you.



P.O. Box 250
Excelsior, MN 55331
952-999-1633
mhort.com

3/13/2023
Quote # 8989

Billing Address:
Michelle Nguyen
City of Shorewood
5735 Country Club Road
Shorewood, MN 55331

Property Address:
Shorewood Community & Event Center
5735 Country Club Road
Shorewood, MN 55331

Dear Janelle:

You recently requested pricing information from our company. Thank you for giving us the opportunity to bid for your business. We are working hard to continue to build a reputation for quality and we look forward to showing you that it is well deserved.

Passionate people, outstanding results - our team is excited about what we do and would love the opportunity to work with you. Here is our quote:

Included Monthly Services	Frequency
Landscape Bed Maintenance	13
Shrub & Ornamental Tree Pruning	2
Perennial & Flowering Shrub Cut Backs - Spring	1
Perennial & Flowering Shrub Cut Backs - Fall	1

Per Occurrence Services	Frequency	Cost per Occ.
Spring Cleanup	1	\$205.00
Fall Cleanup	2	\$210.00
Mulch Topdressing	1	\$930.00

Payment Schedule	
Schedule	Price
April	\$276.00
May	\$276.00
June	\$276.00
July	\$276.00
August	\$276.00
September	\$276.00

October	\$276.00
November	\$276.00
	<hr/>
	\$2,208.00

Services

Spring Cleanup

- Remove accumulated debris and leaves from turf and landscape beds.
- Dispose of debris off site as needed.
- Spring cleanup will generally be completed by May 1st, weather and ground conditions permitting.

Fall Cleanup

- Remove accumulated debris and leaves from turf and landscape beds.
- Dispose of debris off site as needed.
- Fall cleanups will generally be completed by November 15th, weather and ground conditions permitting. Additional fall cleanups can be provided when requested at an additional cost.

Landscape Bed Maintenance

- Hand weeding of beds shall be done once every two weeks during the growing season.
- Pull weeds in pavement cracks once every two weeks during the growing season.
- Mangold Horticulture expects the client to keep all beds that are to be weeded in a well-maintained condition. This may include add new weed fabric, edging, topdressing rock and/or mulch etc. when needed.

Shrub & Ornamental Tree Pruning

- All shrubs shall be evaluated and trimmed two times a year unless deemed unnecessary or inappropriate.
- Ornamental trees shall be evaluated and trimmed one time a year unless deemed unnecessary or inappropriate.
- Any trimming needed over 14' is not included. A quote for high trimming can be provided as requested.

Perennial & Flowering Shrub Cut Backs - Spring

- Remove foliage from perennials that were left over winter.
- Flowering shrubs to be trimmed as needed.

Perennial & Flowering Shrub Cut Backs - Fall

- Remove foliage from perennials after frost in fall, with the exception of perennials and grasses with winter interest and those which overwinter best when foliage remains during the winter. Said foliage shall be removed in the spring.
- Flowering shrubs to be trimmed as needed.

Mulch Topdressing -

- Topdress mulch beds with 1"-2" of shredded hardwood mulch.

Terms & Conditions

Pricing does not include applicable Minnesota sales tax.

Quote pricing is based on net 30 payment terms. A finance charge of 1 ½% shall be charged on past due invoices. Either party has the unconditional right to terminate this contract within 30 days written notice. Upon cancellation, Mangold Horticulture will invoice the next business day after termination for all work completed by cancellation date. Mangold Horticulture crews shall arrive at the property unannounced unless noted herein. Any alterations and/or additions to this quote shall be handled with a new quote as needed.

Mangold Horticulture carries three million dollars in liability insurance plus all statutory workman's compensation and vehicular coverage. A certificate of insurance shall be submitted to Customer upon request. All crew members shall be uniformed and conduct themselves in a professional manner; trucks and equipment shall be in good repair. Irrigation maintenance and repairs are not included. Irrigation work can be provided as an extra charge.

With acceptance of this quote the above prices, specifications and conditions are satisfactory and hereby accepted. Mangold Horticulture is authorized to do the work as specified. Payment will be made as outlined above.

Signature and Date:

Janelle Crossfield

Mangold Horticulture

Upon accepting this quote an email will be sent detailing how to get scheduled. Again, passionate people, outstanding results - our team is excited about what we do and would love the opportunity to work with you.



City of Shorewood Council Meeting Item

Title/Subject: Approve Change Order for Strawberry Lane Street Improvements Project; City Project 19-05
Meeting Date: Monday, March 27, 2023
Prepared by: Andrew Budde, City Engineer
Attachments: Change Order #1, Resolution

2E MEETING TYPE Regular

Background: Staff has discussed and concluded that revising watermain pipe materials for the project will provide high quality materials at a lower cost to the project and ongoing maintenance. The proposed change in materials is to replace the proposed ductile iron pipe (DIP) with polyvinyl chloride (PVC) pipe, and to replace the proposed copper water services with CTS polyethylene services. These materials are regularly used on many city, state, and federal projects with good results for many years. PVC watermain pipe is the preferred material to be installed on future projects by city staff to reduce short- and long-term costs.

Financial Considerations: Costs for this work would reduce the bid contract costs by a total of \$37,989.00.

Recommendation/Action Requested: Staff recommends approving the Change Order 1 in the amount of - \$37,989.00 to Kuechle Underground, Inc. for the Strawberry Lane Street Improvements Project, City Project 19-05.

CHANGE ORDER NO.: 1

Owner:	City of Shorewood	Owner's Project No.:	
Engineer:	Bolton & Menk, Inc.	Engineer's Project No.:	C16.120450
Contractor:	Kuechle Underground, Inc.	Contractor's Project No.:	
Project:	Strawberry Lane Reconstruction		
Contract Name:	Strawberry Lane Reconstruction		
Date Issued:	3/7/2023	Effective Date of Change Order:	3/27/2023

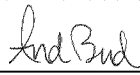
The Contract is modified as follows upon execution of this Change Order:

Description: Plans have been revised to replace watermain material from Ductile Iron to PVC and replace water service material from Copper to CTS Polyethelene.

Attachments: Revised Plan Sheets – Revision 1, Change Order No. 1 Quantities

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ <u>\$4,622,906.41</u>		Substantial Completion:	<u>September 1, 2023</u>
		Ready for final payment:	<u>July 1, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. to No. :		[Increase] [Decrease] from previously approved Change Orders No.1 to No. :	
\$ <u>\$0.00</u>		Substantial Completion:	<u>NA</u>
		Ready for final payment:	<u>NA</u>
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ <u>\$4,622,906.41</u>		Substantial Completion:	<u>September 1, 2023</u>
		Ready for final payment:	<u>July 1, 2024</u>
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ <u>\$37,989.00</u>		Substantial Completion:	<u>No Change</u>
		Ready for final payment:	<u>No Change</u>
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ <u>\$4,584,917.41</u>		Substantial Completion:	<u>September 1, 2023</u>
		Ready for final payment:	<u>July 1, 2024</u>


Recommended by Engineer (if required)

By: 
 Title: City Engineer
 Date: 3/7/2023

Authorized by Owner

By: _____
 Title: _____
 Date: _____

Accepted by Contractor


 Project Manager
03/10/2023

Approved by Funding Agency (if applicable)

NA

CHANGE ORDER NO. 1

PROJECT : STRAWBERRY LANE RECONSTRUCTION
 OWNER: CITY OF SHOREWOOD, MINNESOTA
 BMI PROJECT NO.: C16.120450
 CONTRACTOR: KUECHLE UNDERGROUND, INC.
 DATE: MARCH 7, 2023

ESTIMATE OF COST

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	UNIT PRICE	AMOUNT
ADD:					
62	1" CTS POLY WATER SERVICE PIPE	1,239	LIN FT	\$28.00	\$34,692.00
64	8" PVC C900 WATERMAIN	1,056	LIN FT	\$70.00	\$73,920.00
65	12" PVC C900 WATERMAIN	1,732	LIN FT	\$103.00	\$178,396.00
TOTAL AMOUNT OF WORK ADDED:					\$287,008.00

DEDUCT:

62	1" TYPE K COPPER PIPE	1,239	LIN FT	\$35.00	\$43,365.00
64	8" DIP WATERMAIN, CL 52 W/POLY WRAP	1,056	LIN FT	\$83.00	\$87,648.00
65	12" DIP WATERMAIN, CL 52 W/POLY WRAP	1,732	LIN FT	\$112.00	\$193,984.00
TOTAL AMOUNT OF WORK DEDUCTED:					\$324,997.00
Net Change in Contract Resulting from Change Order No. 1:					-\$37,989.00
Original Contract Amount:					\$4,622,906.41
New Contract Amount:					\$4,584,917.41

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

RESOLUTION 23-031

**A RESOLUTION TO APPROVE CHANGE ORDER NO. 1
FOR STRAWBERRY LANE; CITY PROJECT 19-05**

WHEREAS, the City will be reconstructing Strawberry Lane, Peach Circle, and Strawberry Court from W 62nd Street to the Smithtown Lane in 2023; and

WHEREAS, the city standard for watermain had previously been ductile iron pipe and copper water services when the projects were bid in the fall of 2022; and

WHEREAS, staff has had discussions with public works, engineering, finance, and contractors and have determined that PVC watermain and plastic water services are equivalent to the previous standard of DIP and copper and that utilizing plastic watermain and services can save the city money; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to approve Change Order No 1 which will save the city \$37,989.00 on the Strawberry Lane project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 27th day of March, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approve Change Order for Birch Bluff Road
Project; City Project 21-01
Meeting Date: Monday, March 27, 2023
Prepared by: Andrew Budde, City Engineer
Attachments: Change Order #1, Resolution

2F
MEETING TYPE
Regular
Meeting

Background: Staff has discussed and concluded that revising watermain pipe materials for the project will continue to provide high quality materials at a lower cost to the project and ongoing maintenance. The proposed change in materials is to replace the proposed ductile iron pipe (DIP) with polyvinyl chloride (PVC) pipe. PVC pipe materials are regularly used on many city, state, and federal projects with good results for many years. PVC watermain pipe is the preferred material to be installed on future projects by city staff to reduce short- and long-term costs.

Financial or Budget Considerations: Costs for this work would reduce the bid contract costs by a total of \$12,950.00.

Recommendation/Action Requested: Staff recommends approving the Change Order #1 in the amount of - \$12,950.00 to New Look Contracting, Inc. for the Birch Bluff Street Improvements Project, City Project 21-01.

CHANGE ORDER NO.: 1

Owner: City of Shorewood Owner's Project No.: 0C1.123686
 Engineer: Bolton & Menk, Inc. Engineer's Project No.:
 Contractor: New Look Contracting, Inc. Contractor's Project No.:
 Project: Birch Bluff Road Street & Utility Impr.
 Contract Name: Birch Bluff Road Street & Utility Impr.
 Date Issued: 3/9/2023 Effective Date of Change Order: 3/27/2023

The Contract is modified as follows upon execution of this Change Order:

Description: Plans have been revised to replace watermain material from Ductile Iron to PVC.

Attachments: Change Order No. 1 Quantities

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ \$4,051,478.25		Substantial Completion:	November 22, 2023
		Ready for final payment:	July 12, 2024
[Increase] [Decrease] from previously approved Change Orders No. to No. :		[Increase] [Decrease] from previously approved Change Orders No.1 to No. :	
\$ \$0.00		Substantial Completion:	NA
		Ready for final payment:	NA
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ \$4,051,478.25		Substantial Completion:	November 22, 2023
		Ready for final payment:	July 12, 2024
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ \$12,950		Substantial Completion:	No Change
		Ready for final payment:	No Change
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ \$4,038,528.25		Substantial Completion:	November 22, 2023
		Ready for final payment:	July 12, 2024

Recommended by Engineer (if required)
 By: And Bud
 Title: City Engineer
 Date: 3/22/2023

Authorized by Owner
 By: _____
 Title: _____
 Date: _____

Accepted by Contractor
[Signature]
PM - New Look Contracting

Approved by Funding Agency (if applicable)
 NA

CHANGE ORDER NO. 1

PROJECT : BIRCH BLUFF ROAD STREET & UTILITY IMPROVEMENTS
OWNER: CITY OF SHOREWOOD, MINNESOTA
BMI PROJECT NO.: 0C1.123686
CONTRACTOR: NEW LOOK CONTRACTING, INC.
DATE: MARCH 22, 2023

ESTIMATE OF COST

ITEM NO.	BID ITEM	APPROX. QUAN.	UNIT	UNIT PRICE	AMOUNT
ADD:					
85	8" PVC C900 WATERMAIN	3,700	LIN FT	\$82.50	\$305,250.00
TOTAL AMOUNT OF WORK ADDED:					\$305,250.00

DEDUCT:

86	8" DIP WATERMAIN, CL 52 W/POLY WRAP	3,700	LIN FT	\$86.00	\$318,200.00
TOTAL AMOUNT OF WORK DEDUCTED:					\$318,200.00
Net Change in Contract Resulting from Change Order No. 1:					-\$12,950.00
Original Contract Amount:					\$4,051,478.25
New Contract Amount:					\$4,038,528.25

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

RESOLUTION 23-032

**A RESOLUTION TO APPROVE CHANGE ORDER NO. 1
FOR BIRCH BLUFF ROAD; CITY PROJECT 21-01**

WHEREAS, the City will be reconstructing Birch Bluff Road and Grant Lorenz Road from Edgewood Road to the Tonka Bay City limits in 2023; and

WHEREAS, the city standard for watermain had previously been ductile iron pipe and copper water services when the projects were bid in the fall of 2022; and

WHEREAS, staff has had discussions with public works, engineering, finance, and contractors and have determined that PVC watermain and plastic water services are equivalent to the previous standard of DIP and copper and that utilizing plastic watermain and services can save the city money; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approve the resolution to approve Change Order No 1 which will save the city \$12,950.00 on the Birch Bluff Road project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 27th day of March, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Approve Permanent Appointment of LEO/Shop Tech Jeremy Moe
Meeting Date: March 27, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Matt Morreim, Public Works Director
Attachments: None

Item
2G

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

Background: On August 22, 2022, Jeremy Moe began his employment with the City of Shorewood as a Light Equipment Operator/Shop Tech with the Public Works department. Jeremy has proved to be a valuable member of the team and has already made positive contributions in his first six months of employment. Jeremy is professional and gets along well with team members. He exudes the City's core values of *Respect, Integrity, Communication, Positive Attitude, Team Work, and Responsiveness* in all he does. Jeremy has been fully successful in his work responsibilities and has met or exceeded many of the City's expectations in his first six months of employment. He is being recommended for permanent appointment in the capacity of Light Equipment Operator/Shop Tech for the City of Shorewood.

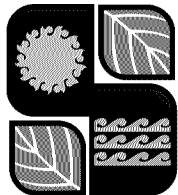
Financial Considerations: As delineated below.

Action Requested: Staff respectfully recommends the city council approve Jeremy Moe's permanent appointment and non-exempt hourly rate be advanced from the AFSCME "After 2 Years" rate of \$32.40 to the "After 3 Years" rate of \$33.40 per hour effective at the completion of his 6-month anniversary which became effective February 22, 2023 and upon approval of his permanent appointment based on his excellent performance to date and his demonstration of the City's desired core values and attributes.

Motion, second and simple majority vote required.

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

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

City Council Meeting Item

Title/Subject: **Accept Resignation of Community Center Attendant
and Approve Recruitment for Position**

Item 2H

Meeting Date: March 27, 2023

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

Reviewed by: Janelle Crossfield, Park/Recreation Director

 Marc Nevinski, City Administrator

Attachments: **None**

Background: Staff received the resignation of Part-Time Community Center attendant Sandi Larson which will be come effective March 28, 2023. Ms. Larson has worked in the capacity of Community Center Attendant since April 26, 2015. She currently works approximately 12-15 hours per week and her rate of pay is \$14.33 per hour. The Community Center historically has employed approximately 3-4 community center attendants who perform various duties including receptionist duties, opening and closing the center, and administrative responsibilities. The hours for the position vary depending on the center's scheduled activities, and do include evenings and weekends. With Ms. Larson's departure, the center currently has two part-time attendants and one recreation specialist. Staff seeks approval to recruit for and to replace Ms. Larson's part-time position of 12-15 hours per week. The position is classified on the city's compensation schedule as Grade 1 with a pay range of \$13.23 to \$19.84 per hour.

Financial Considerations: No change expected.

Action Requested: Staff respectfully recommends the city council accept Sandi Larson's resignation and approve recruitment for replacement of her position as part-time Community Center Attendant for the Shorewood Community and Event Center.

Motion, second and simple majority vote required.

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

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

**CITY OF SHOREWOOD
PARK COMMISSION MEETING
TUESDAY, MARCH 14, 2022**

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

MINUTES

1. CONVENE PARK COMMISSION MEETING

Chair Hirner convened the meeting at 7:01 p.m.

A. Roll Call

Present: Chair Hirner, Commissioners Levy, Garske, Wenner, Czerwonka
City Council Liaison Sanschagrin; Parks and Recreation Director
Crossfield; Planning Director Darling; and City Engineer Budde

Absent: None

B. Review Agenda

Chair Hirner noted that he would like to add election of Chair and Vice-Chair to the agenda as item 5.C.

Levy moved to approve the agenda, as amended. Garske seconded the motion. Motion carried 5-0.

2. APPROVAL OF MINUTES

A. Park Commission Meeting Minutes of February 14, 2023

Garske moved to approve the minutes of the February 14, 2023 meeting, as written. Levy seconded the motion. Motion carried 5-0.

3. MATTERS FROM THE FLOOR

There were none.

4. NEW BUSINESS

A. Mill Street Trail Project

Planning Director Darling gave background information on the Mill Street trail project and noted that the City had been working with the County since about 2018. She stated that plans became a bit stalled due to COVID-19, but have begun moving forward once again. She stated that there are plans for right-of-way acquisition to move forward beginning in 2024 and construction in 2025. She stated that the City completed a feasibility report which was essentially the first look at where to put the trail in and its impact. She introduced Luke Sandstrom who is the project manager who has been assigned to this project from Hennepin County.

Luke Sandstrom stated that the conversation about this project has been happening for over ten years, so he is happy that it has finally moved its way into the County's CIP and budget. He gave a brief presentation about the location of the Mill Street Trail Project that will go from downtown

Excelsior through Shorewood to, and possible a bit past the County line. He explained that the intention is to connect to the regional trail that comes up through Chanhassen along the east side of Mill Street. He reviewed some of the design details and features and noted that there will need to be accommodations made for things like utilities, mailboxes, garbage cans, and snow removal. He stated that their plans call to shift the centerline of the roadway to the west a bit in order to provide more space on the east side for the trail and reviewed two of the design possibilities. He stated that beginning in April, they will begin public engagement and will host a series of open houses and pop-up events in addition to an on-line open house that will be live for the entire month. He stated that the final layout and design will be compiled based on all the feedback they receive. He reviewed the proposed schedule and timeline for construction and explained that they are looking to build this project in the summer of 2025. He highlighted some things that were included in the City's feasibility report that impacted 17 trees and explained that in their two alternates, they are looking at impacting up to 10 trees with Option 1 (no shoulders), or up to 20-24 trees with Option 2 (with shoulders) but noted that the County forestry department will be completing a tree inventory of the corridor. He encouraged people to contact him if they had any comments or questions about the project.

Chair Hirner stated that he has driven down this roadway quite a bit and on the Chanhassen side the shoulders are a bit wider. He asked about the numbers of people using the shoulders versus the pathway that is alongside the roadway.

Mr. Sandstrom explained that they have some pedestrian/bike counts that both counties have done, but they were done in the midst of the pandemic. He explained that they plan to do some more counts this spring that they hope will be helpful. He stated that they will also do counts once the trail is open to see the most common crossing points to determine if they need to be upgraded or enhanced.

Commissioner Levy stated that she drives through this area frequently. She stated that there is a speed change that goes from 45 mph to 30 mph which is sometimes hard to remember. She asked if there was a plan to make this more consistent through the area.

Mr. Sandstrom stated that the City of Shorewood already restricts parking on their shoulders and Excelsior does not. He stated that they would be looking to perhaps remove parking in Excelsior and noted that he believes at that point the County would be supportive of lowering the speed limit to make it consistent, but it would have to be done in agreement with the cities.

Commissioner Levy stated that the bridge has no leeway and asked if the plans were for it to remain the same.

Mr. Sandstrom explained that they are limited by the current bridge of Highway 7 but have made a note about widening it when there may be re-decking in the future.

Commissioner Levy stated that there is a section where people have put in stone retaining walls and asked how those would be navigated.

Mr. Sandstrom stated that there are two block walls in Excelsior just south of 3rd and explained that the current plan was to look at narrowing down the roadway to just the travel lanes, because in this area, they are essentially stuck between the two walls.

Commissioner Garske asked if this was the only location where the bike lanes would have to be restricted in this manner.

Mr. Sandstrom stated that because of site constraints, the only locations it would be restricted in this manner would be this area as well as the bridge.

Commissioner Garske asked if the two options were essentially the same cost for construction.

Mr. Sandstrom stated that they have a cost participation policy with the partner cities. He explained that from the cities point of view, the option with the non-bikeable shoulders would be a bit cheaper. He explained that if there is a narrower road section, less right-of-way acquisition is needed.

Commissioner Wenner asked about the west side and if there would be any right-of-way or infringement on properties.

Mr. Sandstrom stated that it would all be on the east side.

City Engineer Budde stated that the City is trying to add watermain in and along this corridor in conjunction with this project. He stated that the idea is to get in while the County is doing their work so the area is only disturbed once. He stated that in order to do this, the City may need some permanent easements and may potentially have watermain on the west side.

Chair Hirner asked if there was a desire on this project to continue bikeable shoulders as far as they can.

Mr. Sandstrom stated that was why they are trying to get input from the cities and the public to see what their preference is.

Commissioner Wenner asked if the 11 foot travel lane was a minimum width.

Mr. Sandstrom explained that for the speed and for the type of road, because it is one-way, both ways, they would not go below 11 feet.

Chair Hirner asked City Engineer Budde about the additional traffic near the Catholic church and if the City had any thoughts on what the impact of a trail may be, with or without bike lanes.

City Engineer Budde stated that there have been a few meetings and they have given some initial feedback but does not think they have been able to dive into some of the very specific details at this point. He stated that his perspective is that when you think about the larger context, a lot of Chanhassen roadways are generally pretty healthy, with wide shoulders, so he would envision a fair amount of people wanting to use bikeable shoulders. He stated that if they get to the City and neck it down with no bike lanes, it will be a very abrupt change and feel. He stated that he understands that everybody, in theory, wants less pavement, however it will be important to think about how it will be used and the potential consequences of really narrowing it up to 11 foot lanes.

Commissioner Wenner asked how much contact there had been with the residents who will be impacted.

City Engineer Budde stated that when the feasibility study was done, there was some public engagement but thinks that Mr. Sandstrom and his team are really trying to push a lot more of that contact with things like the open houses and other public engagement.

Mr. Sandstrom referenced the feasibility lead by the City and noted that it was just exclusively within the City limits and the 2020 study that the City of Excelsior led was in conjunction with Hennepin County which showed the entire section.

Commissioner Levy asked what would be planted within the 6 foot boulevard space.

Ms. Sandstrom stated that at this point they are just planning for grass but there has been some discussion about putting in trees. He stated that they are open to options other than grass but it would have to be confirmed with the power authorities to see what would be allowed.

Commissioner Garske asked if this trail would eventually connect to the arboretum or if there were plans to connect it to other parts of the trail system.

Mr. Sandstrom stated that with the north end of the project it could be taken all the way to the five corner area, but if you go a block short and take a left, you can get to the Minnetonka Regional Trail as well.

Planning Director Darling stated that she knows that it also goes all the way down to Highway 5.

Chair Hirner thanked Mr. Sandstrom for attending and noted that today's presentation has been very informative.

There was a consensus of the Commission that their initial preference for bike lanes to be incorporated into the project.

B. Movie in the Park

Parks and Recreation Director Crossfield stated that because last year's event was a rain out, this would be a reschedule of the same movie. She stated that the movie will be Jungle Book and noted that they are working to schedule a date.

5. OLD BUSINESS

A. Freeman Concessionaire

Parks and Recreation Director Crossfield reviewed the options for concessions at Freeman Park. She explained that the first option would be for the Athletic Association to operate an initial pilot phase between April and June, Monday through Thursdays, 5:00 p.m. to 8:30 p.m. She stated that they would plan to hire their own site coordinator to be the point person between the City and the concession stand. She explained that they were proposing a \$500 building usage fee and noted that they would also need to enter into an agreement with the City that would need to be approved by the City Council. She noted that there may be the need for updated refrigerators and freezers. She reviewed the other possible options and noted that staff was recommending that the City enter into an agreement with the Athletic Association.

Chair Hirner asked which Athletic Association this would be with.

Parks and Recreation Director Crossfield explained that it would be Tonka United.

Chair Hirner asked if the City would also give them rights to offer concessions for weekends when there are tournaments since they only mentioned operating Monday through Thursday evenings.

Parks and Recreation Director Crossfield explained that they had only expressed interest in running it from Monday through Thursday and noted that they may have different plans for tournaments.

Commissioner Levy asked what types of events there would be where there would be no concessions available.

Parks and Recreation Director Crossfield stated that there would not be concessions for baseball because they run their own concessions out of the south part of the park. She stated that Tonka United believes that their biggest demand for concessions will be on the weekdays.

Chair Hirner asked about the \$500 building usage fee and how it compared to what was charged for the previous user.

Planning Director Darling stated that she believes it is a slightly more than what was charged in the past.

Parks and Recreation Director Crossfield noted that the \$500 fee was proposed by the Athletic Association. She reminded the Commission that this is a proposed pilot program so the Athletic Association would evaluate whether or not they wanted to continue running it for the remainder of the summer at the end of the initial period.

Chair Hirner suggested that the City look into the possibility of coming to an agreement with Pepsi or Coke in order to help pay for some of the necessary equipment, but offer their products for sale.

Commissioner Levy asked if there were general rules for the use of the facility, such as not playing loud music.

Planning Director Darling stated that they could make sure they have a copy of Chapter 902 that contains the rules for the park.

Garske moved to recommend approval of the City entering into an agreement with the Athletic Association (Tonka United) with payment of a \$500 building use fee, to offer concessions through a pilot program Monday through Thursday from 5:00 p.m. to 8:30 p.m. from April through June. Wenner seconded the motion. Motion carried 5-0.

B. IPM Plan Phase 2

Parks and Recreation Director Crossfield stated that because there was a lack of quorum on the Parks Commission, Phase II of the IPM went straight to the City Council for discussion but had wanted to formally share the information with the Commission. She noted that the Council discussed this at their recent retreat and she anticipates that they will be giving further direction to the Parks Commission at some point in the future.

Planning Director Darling suggested that the Park Commission become familiar with the plan and what the consultant has suggested. She noted that the City's budget does not allow for everything to be implemented all at once so the City Council may ask them to weigh in on possible alternatives.

Chair Hirner asked if Silverwood would now be added into the IPM since the construction had been completed.

Planning Director Darling stated that she believes that they lumped some of the smaller parks together so she did not know if they would re-evaluate Silverwood at this point.

Parks and Recreation Director Crossfield noted that she was disappointed that they had not done soil studies like they did at other parks, at Silverwood, because it would have been nice to get their input. She noted that in her opinion, Silverwood is not like the parks that it has been grouped with. She stated that it would be nice if the consultants would go out and do a soil study and take a look at the grass since it wasn't done simply because the park was under construction.

Planning Director Darling stated that she will talk to the consultants and see what that may involve.

Chair Hirner suggested that the Parks Commission make sure that they have also ready the Phase 1 information as well.

C. Election of Chair and Vice-Chair for 2023

Garske moved to appoint Mike Hirner to serve as Chair. Levy seconded the motion. Motion carried 5-0.

Levy moved to appoint Commissioner Wenner to serve as Vice-Chair. Garske seconded the motion. Motion carried 5-0.

D. 2023 Work Program and Schedule

Chair Hirner reviewed the proposed 2023 Work Program and schedule put together by staff.

Commissioner Wenner noted that she is a Minnesota Master Naturalist and Tree Care Advisor and stated that she would like to see the Park Commission become more acquainted with City policies with regard to trees. She noted that would also overlap with the IPM and things like Buckthorn removal. She stated that it may also be a good idea for the Commission to take a closer look at the City's tree survey so they have a better understanding of what the City's tree make-up actually looks like.

Planning Director Darling stated that it may be possible to bring some of this information to the Park Commission but noted that the private development side of tree preservation was handled by the Planning Commission. She stated that they could bring information to the Commission for those that are on public property.

Commissioner Wenner stated that she could take on working with the Parks survey and the tree survey and let the Commission know what she finds.

Planning Director Darling stated that may be possible.

Commissioner Wenner asked what kind of resources the City has for residents who are dealing ash trees or buckthorn.

Planning Director Darling stated that the City has a program for disease evaluation through Davey Resource Group. She stated that the City contracts with them to provide a certain number of evaluations on private properties. She explained that they would not provide a quote for removal of the trees. She stated City does not require buckthorn removal and noted that per State rules it is not supposed to be transported or planted new. She stated that if people want to remove it from their private property, the City has some wrenches available, that require submitting a deposit and then they can keep the equipment for a week at a time. She stated that they are pretty effective, but it is hard work.

Chair Hirner stated that the City has had goats in Freeman Park for a few years to help with the buckthorn issue and asked if they were once again considering that as an option.

Planning Director Darling stated that the City actually had received a grant from the Minnesota DNR for \$50,000 to restore part of the forest in Freeman Park. She stated that she believed the follow up plan following the mechanized removal and daubing was to maintain it with non-chemical means such as the goats, however, this is currently on hold pending details related to the IPM plan.

Commissioner Wenner asked whether this grant would expire and if pausing the program could mean the City loses those grant funds.

Planning Director Darling stated that it does expire in 2024 and noted that the City could lose the funds depending on how long things are put on hold.

Commissioner Wenner stated that she would like to see the Commission take a look at tree information and policies next winter. She noted that they could also take a look at becoming a Tree City U.S.A. and noted that there are programs where the City could have college interns come and take over some of this type of work. She stated that the City could also take a look at holding Arbor Day events, tree sales, and find other ways to be more proactive. She reiterated that she would like to see the Park Commission take a closer look at the current tree preservation policy.

Planning Director Darling stated that the Planning Commission discusses tree removal when they consider most projects.

Commissioner Levy stated that she recently read through the bee resolution implementation plan and noticed two things that she did not think the City was really doing. She stated that one was efforts to plant pollinator plants and asked if that was something that Parks Commission would look for. She stated that she wonders if there should be signs at the parks so residents can look and see things and find out the names of things that they could grow in their own backyard. She asked if this type of communication fell under the responsibilities of the Parks Commission.

Planning Director Darling stated that it would depend on what the City Council decides is the Park Commission role and noted that she thinks that they are still awaiting more direction from them on that issue.

Wenner moved to add an item to the 2023 Work Program and Schedule for the month of December regarding trees in the parks. Hirner seconded the motion. Motion carried 5-0.

Garske moved to approve the 2023 Work Program and Schedule, as revised. Levy seconded. Motion carried 5-0.

6. STAFF AND LIAISON REPORTS / UPDATES

A. City Council

Councilmember Sanschagrin introduced himself and gave an overview of recent Council discussion and actions.

B. Staff

A. Silverwood Park Grand Opening

Parks and Recreation Director Crossfield stated that she had sent out a poll and it looks like the majority of the votes were to hold the Grand Opening on Tuesday, June 20, 2023. She stated that staff will move forward planning for the Grand Opening for that date.

Commissioner Wenner noted that she had looked into the possibility of Ben & Jerry's, but they will be too expensive. She noted that they had directed her to Big Bell who may be a better option for the City.

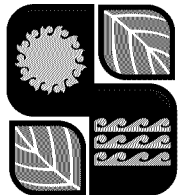
Parks and Recreation Director Crossfield stated that Recreation Specialist Vassar has been researching local ice cream vendors to try to find an option that would work, but will pass along this information to her.

Planning Director Darling stated that the City Council will be looking more in depth at the IPM plan and ways to move forward at their March 27, 2023 Work Session meeting.

Parks and Recreation Director Crossfield noted that Shore Report is in the works and there will be some Parks and Recreation programs and services that will be promoted.

7. ADJOURN

Garske moved to adjourn the Park Commission Meeting of March 14, 2023 at 8:33 p.m. Levy seconded the motion. Motion carried 5-0.



City of Shorewood

City Council Meeting Item

Title/Subject: Park Commission Work Program 2023

Meeting Date: March 27, 2023

Prepared by: Janelle Crossfield, Parks and Recreation Director

Reviewed by: Marc Nevinski, City Administrator

Item 5B

Background: The Parks Commission reviewed and accepted the attached work program for 2023. Please review the attached work program. The City Council may add, amend or delete any of the items in the work program.

Tentative 2023 Work Program

April of 2023

- Concessions Agreement
 - Tonka United is seeking the opportunity to operate concessions at Eddy's Station

Summer of 2023 (May - July)

- Park Tours
 - Park Commission and City staff will tour Shorewood Parks and note any observations for future needs
- Mill Street Trail Design Review
 - Park Commission will review the design options and make a recommendation

Fall of 2023 (August – December)

- Shorewood Parks and Recreation Inclusion Policy
 - The Park Commission will review the laws and common practices regarding adaptive and inclusion recreation and make recommendations on policies and practices
- SCEC Rental Fee Policies
 - The Park Commission will review current fee types
- Review Parks CIP
 - Park Commission will recommend projects priorities for the projected CIP
- Review Public Tree Inventory
 - Park Commission will review public tree inventory, public tree policies and the Tree City USA program

Integrated Pest Management Plan

The Parks Commission will review progress on the Integrated Pest Management Plan near the end of the year.

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

CITY OF SHOREWOOD
PLANNING COMMISSION MEETING
TUESDAY, MARCH 7, 2023

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

DRAFT MINUTES

CALL TO ORDER

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

ROLL CALL

Present: Commissioners Eggenberger, Holker, Gorham, Johnson; Planning Director Darling; Planning Technician Carlson, and, Council Liaison Maddy

Absent: Commissioner Huskins

1. NOMINATION AND ELECTION OF OFFICERS

Holker moved, Gorham seconded, to elect Commissioner Eggenberger to serve as Chair. Motion passed 4/0.

Johnson moved, Holker seconded, to elect Commissioner Gorham to serve as Vice-chair. Motion passed 4/0.

2. APPROVAL OF AGENDA

Holker moved, Gorham seconded, approving the agenda for March 7, 2022, as presented. Motion passed 4/0.

3. APPROVAL OF MINUTES

- February 7, 2022

Holker moved, Gorham seconded, approving the Planning Commission Meeting Minutes of February 7, 2023, as presented. Motion passed 4/0.

4. MATTERS FROM THE FLOOR – NONE

5. PUBLIC HEARINGS

Chair Eggenberger 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 – Rezoning and PUD Concept Plan for a Twin Home Development**
Applicant: TSML Properties LLC
Location: 24250 Smithtown Road

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MARCH 7, 2023

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Planning Director Darling explained the request from TSML Properties, LLC to rezone the property at 24250 Smithtown Road and for a PUD concept plan for 8 townhomes which would be individually owned. She noted that this item relates to only the portion of the project that would be located in Shorewood and noted that there are components of the project that are in Tonka Bay. She stated that staff feels that they are proposing too many units on the site to be able to offer adequate buffer and transition between the proposed homes and the Public Works facility. She stated that staff finds this inconsistent with the direction in the Comprehensive Plan and feels that the conflict between uses would be problematic without at least having visual protection of this activity. She explained that staff was recommending denial of the application of both the rezoning and the PUD concept plan. She noted that the City received one letter that expressed concern about the development.

Commissioner Gorham asked what the next step in the process would be if the Planning Commission decided to actually recommend approval.

Planning Director Darling explained that if the application moves forward to the City Council and they find it should be approved, the applicant would need to come back for a PUD development plan and Preliminary Plat, a PUD final plat and Final Plat.

Commissioner Holker stated that this proposal has also not been formally presented to the City of Tonka Bay either.

Commissioner Gorham stated that he remembered that the Commission had heard a different proposal for these sites and at that time there was some preliminary discussions with Tonka Bay on the overall process. He asked if there was any insight into how this may play out.

Planning Director Darling stated that the previous proposal got to the sketch plan phase of development and believes both cities would support review of the application separately. She stated that the thought was that they did not want to adjust the boundary between the two cities so the development would fully be in one city of the other.

Commissioner Holker asked if the previous applicant had formally walked away from the project.

Planning Director Darling stated that this was correct and explained that the previous applicant had an option on the property and had walked away.

Chair Eggenberger asked if the Planning Commission voted to recommend denial if that would go before the City Council without a delay.

Planning Director Darling stated that was correct.

Todd Simning, Ador Homes, introduced Ryan Lundgren with TSML Properties. He stated that they held a meeting with the cities of Shorewood and Tonka Bay and his take away from was that Tonka Bay wanted to ensure that the units within each respective City were clearly within the boundaries of one or the other and explained that they were aware of the Public Works facility. He noted that they also have had conversations with the County about the possibility of changing the intersection in this location in order to make it more safe. He stated that they applied a little over two weeks ago with Tonka Bay for this application and stated that the applications with the two cities are running concurrently. He noted that two of the biggest objections from staff related to the north property line and the noise from the Public Works facility. He stated that moving the house a bit further away would really not help control the noise level that much and stated that this was one of the reasons behind their fence design and explained their plans for arbor vitae

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

MARCH 7, 2023

Page 3 of 7

because it would reduce the decibel level by about 10 points. He gave an overview of STC ratings which are ratings of decibels as they go through structures and noted that a townhouse project involves STC ratings because people don't want to hear each other, so they put together a good structure that assists with helping the noise not to travel so freely. He stated that he can provide more detailed documents to the City to show what they can utilize in this type of situation. He stated that the City does not have a lot of multi-family housing options available and they would like to provide this option to the residents. He stated that by using quality construction methods they will not downgrade the neighborhood and people will really enjoy living there despite what is nearby. He stated that they are planning for 12 feet between units and reviewed their plans for water runoff plans. He stated that back in 2019 the City approved two structures that were put in with a PUD that are only 10 feet apart, but inside the roof overhangs, the structures are only about 8 feet apart. He referenced Barrington that has side yard setbacks of 4 feet and noted that he feels this is a really nice development. He stated that for the fence on the north side, there is currently a chain link fence, however, they are proposing an 8 foot high white fence and would suggest that their fence replace the chain link fence. He noted that they are willing to maintain it, if the City did not want to take over its maintenance. He explained that they felt this would be better than having two different fences right next to each other. He asked that the Planning Commission move their request on to the City Council. He explained that their goal is to go no more than about the \$1-1.2 million price range for the units.

Commissioner Gorham stated that he would agree that the City needs more multi-family housing options but noted that one of the big constraints on this site, in his opinion, is the elevation.

Mr. Simning stated that the road goes up pretty gradually and they are planning to use most of the land as natural grade.

Kevin Teppen, Civil Site Group, explained that currently, with the driveway coming in, it is relatively flat and you notice the big hill and the existing wall. He stated that with the County agreeing to remove the wall, they have been able to give it a nicer residential feel along Smithtown Road. He stated that it will also allow them to do some things up along the road that would be beneficial to a residential development. He stated that for the existing grade, the 'T' intersection into the commercial area remains at the same grade as it was but they are working with the slope and going up plan to shave about 1.5 feet off which will require some export of material. He reminded the Commission that this is still in the concept level, but they feel it will work out pretty well.

Commissioner Gorham asked what would happen on the north side near building #12.

Mr. Teppen explained that the way it is currently shown, they are sloping down to the property line.

Commissioner Gorham asked to see the landscaping plans and explained that he wanted to see how the grade would work with the landscape plans.

Mr. Teppen stated that the building finished floor for #12 is approximately 1,004 and at the property line it is 997 or 996 so there is some grade change but they do have the plant material about 8 feet in. He stated that they were thinking to put up an opaque fence and put some tall, skinny arbor vitae in there to help with visual and audible screening.

Commissioner Gorham asked if the thought was that a retaining wall would not be needed on this edge.

Mr. Simning stated that they have talked about that and they could easily have a retaining wall in that area which would keep the fence up and allow the arbor vitae to be higher as well.

Commissioner Holker asked if her understanding was correct that Mr. Simning was saying that it would not be financially feasible to have one less building.

Mr. Simning stated that is correct and everything has to be there for it to be feasible.

Commissioner Holker asked about the side elevation for a walk-out with this kind of slope.

Mr. Simning reviewed the grading plans and the egress window wells.

Commissioner Holker asked how much space there would be between the egress window and the fence/arbor vitae.

Mr. Teppen stated that there are 16.4 feet from edge of structure to property line and the egress windows are 3, which brings it down to 13.4 feet. He explained that the arbor vitae are about 5 or 6 feet wide, which means they will be about 7 feet from the arbor vitae, at maturity, to the face of the building.

Chair Eggenberger stated that they are proposing an 8 foot privacy fence and asked if they would like to go higher with it.

Mr. Simning stated that he has done a lot of fencing and feels 6 foot fences are the best, but 8 foot fences are also okay. He stated that once it goes higher than that, there can be problems with sheer from the winds which makes it difficult to go higher.

Chair Eggenberger asked about the water run-off routes.

Mr. Teppen reviewed the water run-off and plans for catch basins.

Commissioner Johnson asked if she was correct that the plans for the fencing on the north side would not even be close to hitting the main level at some parts.

Mr. Simning stated that he believes it will be about 5 feet above where the first floor is located.

Chair Eggenberger opened the Public Hearing at 7:51 P.M. noting the procedures used in a Public Hearing. There being no comments, Chair Eggenberger closed the public hearing at 7:52 P.M.

Chair Eggenberger asked about the roadway and asked if Tonka Bay would own the first portion and Shorewood would own the rest. He asked how this would work for maintenance purposes and if there were other roads handled this same way.

Planning Director Darling stated that it will be a private street so neither of the cities will own it and would actually be owned by the HOA. She stated that the HOA would also be responsible for performing all the maintenance for it as well. She explained that the utilities would be public and would require some sort of encroachment agreement because their roadway will be over the top of the cities utility lines.

Commissioner Gorham stated that one of the things that resonated with him during the presentation was the idea of other developments that have approached the level of variance needs. He stated that he did not want to be in the business of shoehorning properties into a site

and then looking at noise mitigation to offset the allowances that were made. He stated that the STC data is most likely true, but that does not speak to the consistency that the Comprehensive Plan tries to provide. He stated that their plans may work in different cities in another location, but this site is on a hill on a very busy street. He stated that he feels that this is a highly visible site and the applicants are asking for a lot of PUD forgiveness from the City. He explained that he was unwilling to do that for this site because there are too many units crammed in. He stated that he wants more multi-family options for residents but thinks that this plan is too much and would require too much 'shoe-horning'.

Commissioner Holker stated that she concurred with Commissioner Gorham and explained that she would feel better about the project if there was one less building, however she understands that is not financially feasible. She agreed that it feels as though this is stuffed into the area and when the trees are cleared off the visibility and adjacency to the Public Works just would not feel right. She stated that she likes the density of this proposal more than the previous proposal, but she still feels as though they are trying to do too much on this parcel.

Commissioner Johnson stated that she is also concerned that the plans are too dense for the property and explained that she worries about the traffic. She stated that she has concerns about how a private road and a public road will be able to do a good job working together. She explained that the north side just feels too tight and thinks the entire development feels too tight for this parcel. She stated that she would recommend that the Planning Commission follow the recommendation made by staff to recommend denial.

Chair Eggenberger stated that he agrees with what has already been stated. He stated that the Commission could vote to recommend approval because that would mean that everything gets further fleshed out in greater detail, but he is not sure that would change the Commissioners minds.

Gorham moved, Holker seconded, recommending denial of the Rezoning and PUD Concept Plan for a townhouse development by TSML Properties, LLC, located at 24250 Smithtown Road . Motion passed 4/0.

Planning Director Darling stated that this item would come before the City Council at the March 27, 2023 meeting.

6. OTHER BUSINESS

- A. Variance to Side-Yard Setback
Applicant: Kyle Hunt & Partners, Inc.
Location: 28170 Woodside

Planning Director Darling gave an overview of the variance requests for property located at 28170 Woodside Road to allow a new home to be constructed. She explained that they are asking for two variances for a side-yard setback of 27 feet rather than 30 and for an overhang that projects four feet into the side-yard setback where two feet is allowed. She stated that staff found the variance proposals meet the criteria and recommends approval, subject to the conditions listed in the staff report. She stated that the City received one letter from an adjacent property owner stating their support for the variance requests.

Kyle Hunt, Kyle Hunt & Partners, 18324 Minnetonka Boulevard, Deephaven, stated that he was here representing the property owners since they were unable to attend tonight. He stated that he was hoping that the Commission has had a chance to read their narrative and

explained that part of the challenge is that his homeowners are empty nesters with a large immediate family who have the expectation of someday having grandchildren. He explained the desire for the master bedroom on the main level and then accomplishing the rest of the house in ways to accommodate their large family. He stated that every inch proposed on the main level makes sense to them and noted that they are not looking at having a second floor because this is something that they plan to utilize for the remainder of their years. He stated that they do have some future space that they could finish in the lower level, but are trying to keep this fairly small. He stated that when setbacks were established, they were under the assumption that there may be neighboring properties on both sides, but in this case, there is a subdivision that has a 33 foot side reverse flag lot that is to the north. He noted that about 10-12 years ago they built the home to the south and that has a 15 foot setback on their north side. He explained that the letter the City received in support of their request is from the property owner to the north.

Commissioner Johnson asked if she was correct that there were no plans to put a second story on the home and asked if that would even be possible with the way this home will be constructed.

Mr. Hunt stated that without a variance someone could build within 10 feet and it could be a full two-story home.

Planning Director Darling reminded the Commission that when they approve a variance, the approval is tied to the plans so if the applicant would want to come back and add another story, they would need to modify the resolution or meet all the setback requirements.

Commissioner Holker stated that she had the same question because she assumes this is not their primary residence since they have 6 children.

Mr. Hunt stated that this is their primary residence and explained that they sold their very large home in Medina and are moving here for the two of them to live but want to have possible accommodations for their children, when they come home.

Commissioner Gorham asked about the overhang variance request.

Mr. Hunt gave an overview of the overhang design and the variance request.

Chair Eggenberger noted that Mr. Hunt had sent him an e-mail over the weekend asking to meet and discuss the property, but explained that he declined to do that.

Gorham moved, Johnson seconded, to recommend approval of the variance requests at 28170 Woodside Road, subject to the conditions included the staff report. Motion passed 4/0.

Planning Director Darling stated that this item would come before the City Council on March 27, 2023.

B. 2023 Work Program and Schedule

Planning Director Darling explained that she had put together a tentative Work Program for the Commission to consider. She stated that the Commission could choose to add other

projects to it or remove items that they do not feel are necessary. She reviewed the proposed Work Program and asked for feedback from the Commission.

The Commission reviewed and discussed the proposed Work Program and schedule.

Holker moved, Gorham seconded, approving the 2023 Work Program and Schedule as presented. Motion carried 4/0.

C. Liaisons for Upcoming Council Meetings

March - Commissioner Holker
April – Commissioner Johnson
May – Commissioner Gorham
June – Chair Eggenberger
July – Commissioner Huskins (tentatively)
August – Chair Eggenberger

D. REPORTS

- **Council Meeting Report**

Council Liaison Maddy reported on matters considered and actions taken during the Council's recent meetings.

- **Draft Next Meeting Agenda**

Planning Director Darling stated there were not any new development applications slated for the next meeting but noted that there are still a few out there that are incomplete. She noted that at this point the plan will be to discuss the sign regulations at the next meeting.

E. ADJOURNMENT

Holker moved, Johnson seconded, adjourning the Planning Commission Meeting of March 7, 2023, at 8:42 P.M. Motion passed 4/0.



City of Shorewood

City Council Meeting Item

Title/Subject: Variance to side-yard setback
Meeting Date: March 27, 2023
Prepared by: Marie Darling, Planning Director
Attachments: Planning Commission Report dated March 7, 2023
Resolution

Item
6 B

Background:

Location: 28170 Woodside Road
Applicant: Kyle Hunt & Partners, Inc
Review Deadline: May 24, 2023

See attached planning memorandum for detailed background on this request. At their March 7, 2023 meeting, the Planning Commission unanimously recommended approval of the variance to the side-yard setback to allow construction of a new home, subject to the conditions in the attached resolution.

Summary of Public Engagement: Notice was mailed to all property owners within 500 feet of the property prior to the Planning Commission public meeting. The applicant was present at the meeting and spoke in favor of the application. No one from the public requested to speak at the meeting, but one resident submitted a letter in support of the request (attached at the end of the Planning Commission report).

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

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

Proposed motion: Move to adopt the attached resolution approving a side-yard setback variance for Kyle Hunt & Partners for property located at 28170 Woodside Road, as recommended by the Planning Commission.

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

Connection to Vision/Mission: Consistency in providing residents quality public services 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.*

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CITY OF
SHOREWOOD

6A

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MEMORANDUM

TO: Planning Commission, Mayor and City Council

FROM: Marie Darling, Planning Director

MEETING DATE: March 7, 2023

REQUEST: Variances to side setback

APPLICANT: Kyle Hunt and Partners, Inc.

LOCATION: 28170 Woodside Road

REVIEW DEADLINE: May 24, 2023

LAND USE CLASSIFICATION: Low Density Residential

ZONING: R-1A/S

FILE NUMBER: 22.11

REQUEST:

The applicant has proposed variances to the side yard setbacks as follows:

- A 27-foot combined side-yard where 30 feet is required, and,
- An overhang that projects four feet into the side-yard setback where two feet is allowed.



Under the plan, the existing home would be removed and the portion of the shared drive that connects to the existing home would be removed. The new home would have its own driveway.

Notice of this application and the public meeting was mailed to all property owners within 500 feet of the property at least 10 days prior to the meeting. After the notice was sent the applicant reduced their request by reducing the width of the home by two feet and removed all improvements previously shown within the northerly drainage and utility easement. The notice sent to the neighborhood continues to be adequate to fulfill the notice requirement.

BACKGROUND

Context: The subject property was originally part of the Scott's Subdivision from 1885 and the existing home was constructed around 1900. The lot as it exists today was created in 2012 with a minor subdivision and variances for lot area and lot width.

The property is within the shoreland district and is riparian to Lake Minnetonka and the area near the shore is within the 100-year floodplain. The property contains mature trees and the construction of the new home would be subject to the tree preservation policy. There is no evidence of wetland on the property.

The adjacent properties are all developed with single-family homes and zoned R-1A.

Applicable Code Sections:

Section 1201.26 subd. 5. a. (7) of the zoning regulations requires all structures in the shoreland overlay districts to be setback from side property lines a minimum total of 30 feet from both side property lines with no one side closer than 10 feet.

Section 1201.03. c. (1) of the zoning regulations allows all chimneys, flues, belt courses, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters and the like in required yards provided they do not project more than two feet. The standard drainage and utility easement is 10 feet. Staff notes that two-foot overhangs are typical encroachments into the standard drainage and utility easements.

ANALYSIS

The applicant's narrative is attached and indicates that the property owners propose to demolish the existing home and rebuild a new home closer to the lake. The home is designed with most of the living area on the main floor with a walk-out basement. The home is designed with a flat-roofed home in the prairie style. The property owners' design incorporates a four-foot overhang that they feel is essential to the design of the home. The overhang would encroach no more than two feet into the existing drainage and utility easement, similar to the encroachment any home would be allowed when constructed up to the drainage and utility easement.

Variance Criteria:

Section 1201.05 subd.3.a. of the zoning regulations sets forth criteria for the consideration of variance requests. These criteria are open to interpretation. Staff reviewed the request according to these criteria as follows:

1. *Intent of comprehensive plan and zoning ordinance:* The property owner would continue to use the property for residential purposes.
2. *Practical difficulties:* Practical difficulties include three factors, all three of which must be met. The applicant maintains that the property is narrower than many lake lots on the west side of Shorewood.
 - a. *Reasonable:* The applicant has proposed reasonable residential uses on the property.
 - b. *Unique Situation vs. Self-Created:* The applicant proposes to build a new home and the design of the structure is still conceptual. In that sense, the situation is self-created.

What is unique in this situation is that the property to the north (28110 Woodside Road) has a 30-foot strip of land that connects the part of the lot with the home to the shore. The strip of land is about 30 feet wide and preserves access to the lakeshore. This strip forces extra distance between the home proposed and any future reconstruction project on lot 28100 Woodside Road.



c. *Essential Character*: Because the home is a single level (above grade) home and the lot lines lots in the area are not uniform, the home will not be out of character with the area and it is unlikely to impact the essential character of the neighborhood.

3. *Economic Considerations*: The applicant has not proposed the variance solely based on economic considerations, but to enhance the livability of the future home and to meet what they feel is an important design feature of the home (the extra-wide overhang).
4. *Impact on Area*: The property owner is not proposing anything that would impair an adequate supply of light and air to an adjacent property, increase the risk of fire, or increase the impact on adjacent streets.
5. *Impact to Public Welfare, Other Lands or Improvements*: By keeping a single-level height on the street side of the home, the property owners have minimized the impact to the views on both the neighboring homes.
6. *Minimum to Alleviate Practical Difficulty*: The applicant did reduce the home by two feet to reduce their request.

Staff acknowledge that the home could be reduced in size by another three feet to meet the setback and the home could provide a two-foot overhang on the north side similar to the overhang provided on the south side. However, the design of the home with a flat roof minimizes the impact of the reduced setback for the adjacent homes.

FINDINGS/RECOMMENDATION

Staff finds the variance proposal meets the criteria above and recommends approval of the variance. Staff acknowledge that the variance criteria are open to interpretation and the Planning Commission could reasonably find otherwise.

Should the Planning Commission recommend approval of the variance, staff recommends that the following conditions:

1. Prior to construction of the home, the applicant shall acquire all necessary permits.
2. Prior to final inspections of the home, the portion of the driveway connecting the existing home to the shared drive on 28180 Woodside Road must be removed.

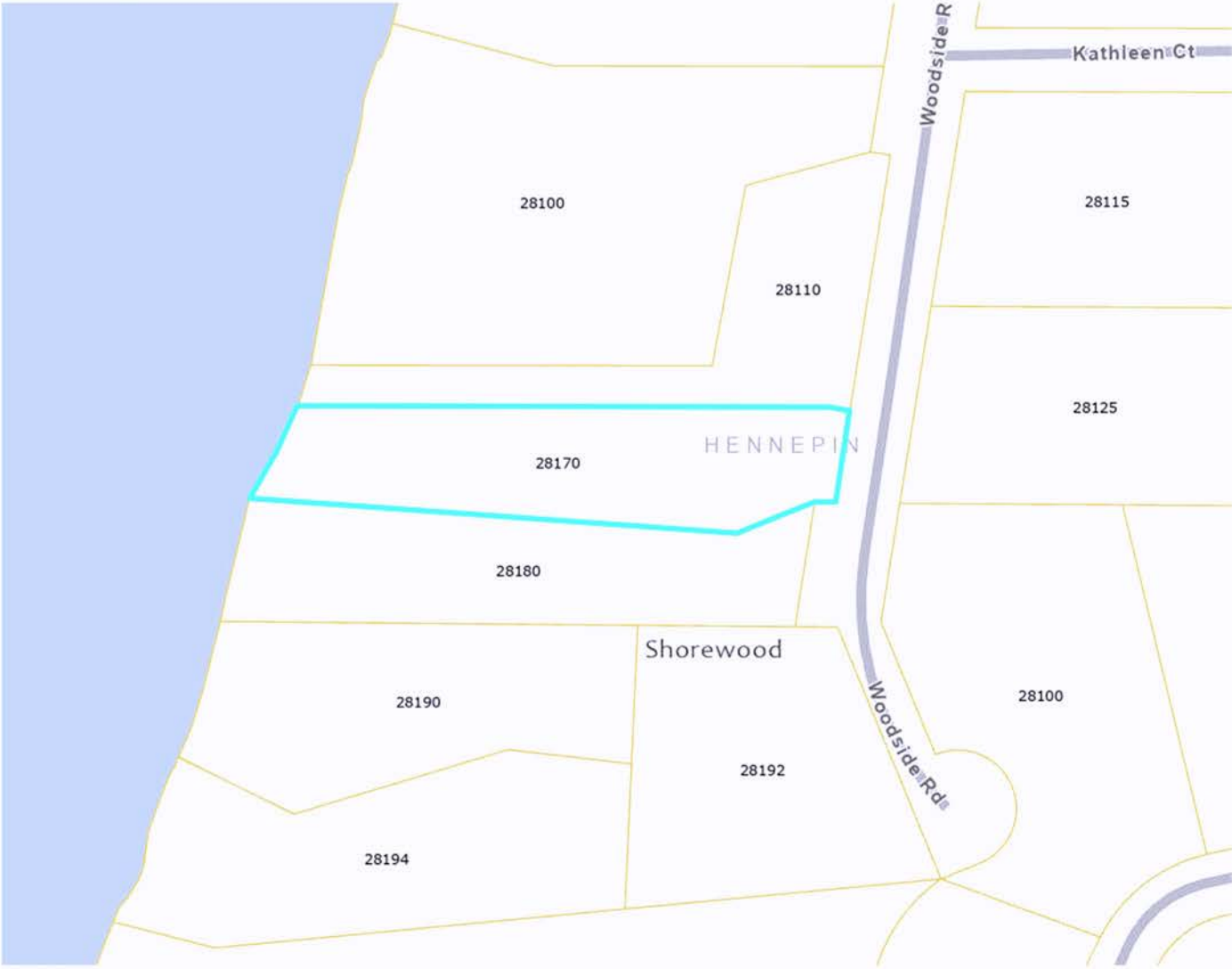
ATTACHMENTS

Location map

Applicants' narrative and plans

Correspondence Received

28170 Woodside Road Location Map



Carney Variance Request

28170 Woodside Road Shorewood, MN 55331

Summary of Request

Debra and Patrick Carney seek two variances from the City of Shorewood in their desire to build an Age In Place home that can accommodate their growing family. The style of this home can be described as: a Modern Flat-Roofed home with a Prairie style contemporary feel (think Frank Lloyd Wright's Falling Water house). Essentially, a Mid-Century Modern approach meets Minnesota cabin. Ultimately, this design will blend into the landscape and community by using earth tones on the exterior to give it an organic feel.

1. Our first variance request is that the side yard setback be reduced from a 15-foot setback to a 12-foot setback on the north side-yard setback.
2. Our second request is for an additional 2 feet of roof overhang on the north side of the home, totaling 4 feet of which 2 feet would extend into the 10-foot drainage and utility easement on the north side of the property.

Background and Context

Debra and Patrick Carney (Carney's) own property at 28170 Woodside Road Excelsior, MN 55331. It is their desire to build a home that allows for Aging In Place while also permitting room for their family to grow. At present, the Carney's immediate family includes six young adult children who hope to return to their parent's home often, to bring along their significant others and ultimately grandchildren for frequent visits and overnight stays.

The Carney's have engaged the services of architect Charles R. Stinson (Stinson) and his team, to design a small, one-story home (the total height is approximately 11 feet + 6 inches tall) with a partially finished lower level to accommodate their lifestyle. It is the Carney's desire to build a melding of Mid-Century Modern style home that stylistically meets a Modern Lake Cabin vernacular.

Along with the desire to Age In Place comes the requirement of having a modest sized owner's suite on the main level, with just enough room for a wheelchair to fit on all three sides of the bed. This accommodation results in the owner's bedroom measuring at 18 feet wide on the lake side of the home. Additionally, the Greatroom, including dining room and kitchen, makes up the remaining lake side width of the home at 31 feet + 6 inches. The Carney's desire this Greatroom to be these dimensions due to the growing size of their family and the importance of gathering at the lake for years to come. Please refer to the Site Plan document provided for reference for these two rooms.

Unique Characteristics of the Carney Site

- When considering all 59 lake front properties in Shorewood, starting at the Victoria/Shorewood City boundary on Smithtown Bay south of the Carney's property, running north to the tip of Howard's Point—the Carney's lot is one of only 3 properties with an unusually narrow lot dimension that limits their buildable area.
 - The Carney property measures at 75 feet wide by 446 feet deep, presenting challenges to their hopes of building a home within City ordinance.
- The Shorewood City ordinance, Section 1202.265, Shoreland District Subd.5a.(7), requires that there be a setback between homes, which is not a concern in this instance because:
 - Point 1:
 - The neighboring property to the north, 28110 Woodside Road that is owned by Michael and Jessica Giebenhain, has a unique non-conformity that does not usually occur on lake property, given the width of the property is only 33 feet wide at the shoreline on the west, and extends for more than 320 feet to the east.
 - In the position neighboring the Carney house, the Giebenhain lot would not allow for the construction of any additional structures.
 - The afore mentioned city ordinance would not permit another home to be built here due to the unique width of the side yard between the Carney and Giebenhain property (33 feet). This reality leaves this portion of the Giebenhain property unbuildable.
 - Point 2:
 - The closest potential home that may be built in the future would be 55 feet away from the Carney home (if the variance of 3 feet were to be grated).
 - 28100 Woodside Rd owned by Greg and Lorraine Scott, is the nearest potential location for a new home. If that were achieved and the home was placed at the 10-foot setback, the home would be 55 feet away from the Carney home (if the variance of 3 feet were to be grated). See site plan for context.

Variance Requests

Variance Request #1

Section 1202.265, Shoreland District Subd.5a.(7) notes that the side yard setback requirement is 30 feet total and 10 feet minimum.

1. We are requesting that the side yard setback be reduced from a 15-foot setback to a 12-foot setback. This setback adjustment would conform with the Six Variance Checklist standards as set forth in section 1201.05 of the Shorewood zoning regulations:
 - Response to #1: Granting this variance would be consistent with the intent of the comprehensive plan, and would be in harmony of the general purposes and intent of the zoning regulations.
 - Response to #2: The applicant has demonstrated that there is in fact a practical difficulty in building an Age In Place home on a site of 75 feet of width when 30 feet is being used for side yard setbacks.
 - 2.(a): The Carney's propose to use the property in a reasonable manner, as they need a bit more width in the home to aid in the idea of Aging In Place while also accommodating their large and growing family.
 - 2.(b): The width of the property was not determined by the Carney's.
 - 2.(c): If the variance were granted the essential character would not be altered, one could argue that it would be enhanced and in greater harmony to the neighborhood if we proceed with the proposed build.
 - Response to #3: The variance has no economic consideration.
 - Response to #4: The variance would not impair the adequate supply of light or air to the adjacent owners. In fact, it would likely enhance those features since it is a flat roofed, one story, above grade home. There would be no impact to the public street regarding congestion or any increased danger to public or fire safety.
 - Response to #5: The variance would not create any detriment to the public welfare, nor be injurious to other lands or improvements in the neighborhood.
 - Response to #6: The variance is minimal and is in the scale to provide for the room needed in the proposed floor plan to meet the needs of the Carney's Aging In Place and for the room to accommodate their family.

Variance Request #2

Section 1201.03 Subd 3 Yard requirements subsection states:

“...c. The following shall not be considered as encroachments on required yard

setbacks for all lots:

- (1) Chimneys, flues, belt courses, sills, pilasters, lintels, ornamental features, cornices, eaves, gutters and the like, provided they do not project more than two feet into a required yard.”

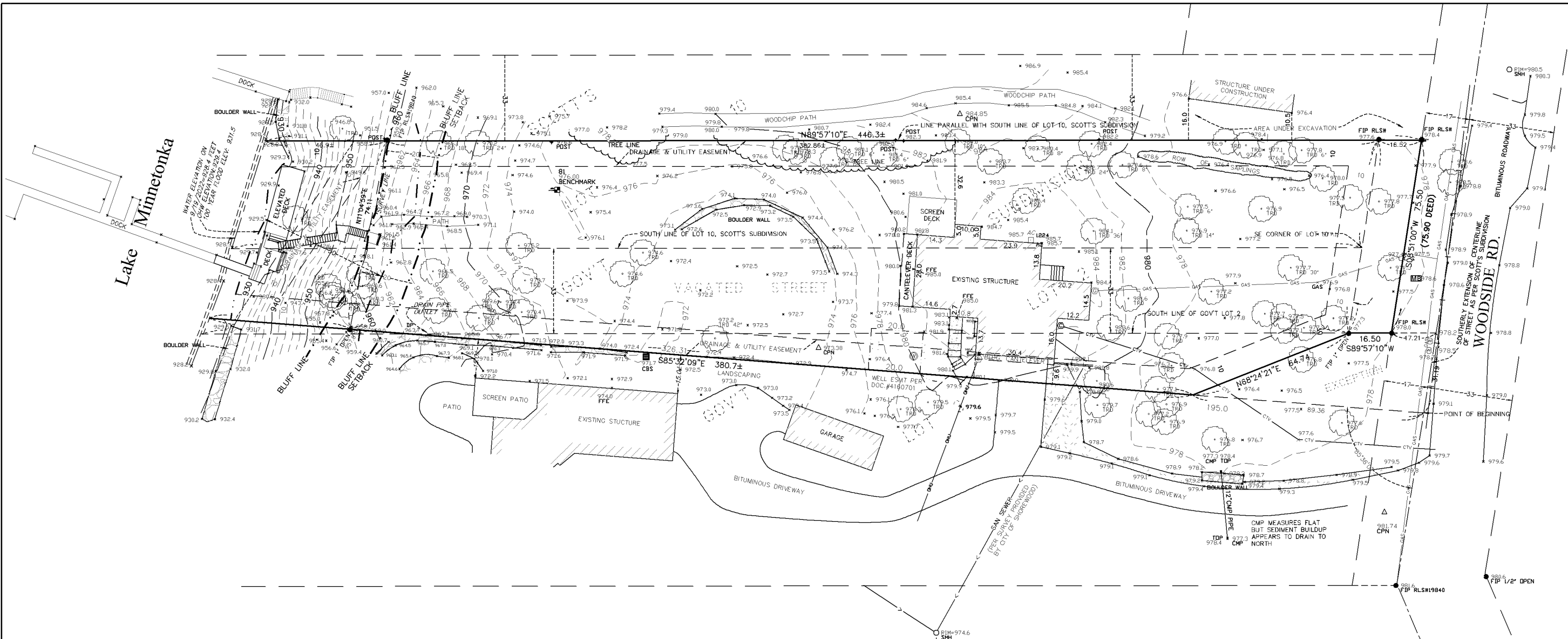
1. Our second variance request is for an additional 2 feet of roof overhang on the north side of the home, totaling 4 feet of overhang with 2 feet into the north side drainage and utility easement.
 - a. The Carney’s and their architect, Charles R. Stinson, also seek this variance to complete the style and look of this type of modern architecture.
 - b. Due to the aforementioned width of the property to the north, this does not have any adverse effect to any neighboring properties.
 - c. Our responses to the Zoning Checklist requirements:
 - Response to #1: This request would be found consistent with the intent of the comprehensive plan and in harmony of general purposes and intent of the zoning regulations.
 - Response to #2
 - 2(a): It is still a reasonable use and more true to a style of architecture.
 - Response to #2(b): N/A
 - Response to #2(c): The essential character of the locality would not be altered by this feature.
 - Response to #3: There is no economic consideration with this request.
 - Response to #4: This request does not impair an adequate supply of light and air to adjacent property, unreasonably increase the congestion in the public street or increase the danger of fire or endanger the public safety.
 - Response to #5: This variance request, and its resulting construction or project, would not be detrimental to the public welfare, nor would it be injurious to other lands or improvements in the neighborhood.
 - Response to #6: Our request would properly finish the style of this architecture. Any less would not look true to the style or architectural intent.

Final Considerations

Privacy and Neighborhood Accommodations based on proposed Carney site plan:

- Our proposed plans will ensure a 15-foot south side yard setback to uphold privacy for the existing location of the Tom and Velinda Schrepel home (28180 Woodside Road).

- We are honoring the Schrepel's setback of 15 feet by mirroring the 15 feet of setback on the Carney property.
- The Carney home would have a similar side yard setback (if the variance were granted) to the recently constructed garage on the Giebenhain property.
 - The detached garage setback of the Giebenhain's garage is 10 feet + 6 inches from the Giebenhain's south property line, as noted on the survey.
 - It should also be noted that the height of the Carney home will be less than the height of the Giebenhain detached garage.
- The location of the home maintains the established grove of maple trees on street side and privacy for the surrounding homes.
- With the small size of the footprint and one-story flat roof, the Carney home will ensure low-profile visibility.



PARCEL LEGAL DESCRIPTION
(Provided by Title Company)

The Land is described as follows:

That part of Government Lots 2 and 3, Section 31, Township 117 North, Range 23 West, and of Lot 10, Scott's Subdivision in Lot 2, Section 31, Township 117 North, Range 23 West, described as follows: Beginning at a point on the Southerly extension of the centerline of the Street (Woodside Road) on the Easterly side of Lots 1 to 10 inclusive of Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West, and said point being 31.19 feet Southerly along the Southerly extension from the intersection of said centerline and the South line of said Government Lot 2; thence Northerly along said extension to the South line of said Government Lot 2; thence West to the intersection of said South line with the Southerly extension of the Easterly line of Lot 10, Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West; thence Northerly on said extended line and said Easterly line of said Lot 10, a distance of 75.9 feet to a point 42.5 feet Northerly from the Southeastery corner of said Lot 10, thence West on a line parallel to the South line of said Lot 10 to the shoreline of Lake Minnetonka; thence Southerly along said shoreline to its intersection with a line drawn Westerly from the point of beginning, said line forming a Southwestery angle of 86 degrees 36 minutes with the Southerly extension of centerline of said Street (Woodside Road); thence to the point of beginning, Hennepin County, Minnesota, except the following described transfer parcel:

Beginning at a point on the Southerly extension of the centerline of the Street (Woodside Road) on the Easterly side of Lots 1 to 10 inclusive of Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West, and said point being 31.19 feet Southerly along said Southerly extension from the intersection of said centerline and the South line of said Government Lot 2; thence Northerly along said extension to the South line of said Government Lot 2; thence West to the intersection of said South line with the Southerly extension of the Easterly line of Lot 10, Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West; thence southwestery to a point distant 89.36 feet westerly from the point of beginning and on a line drawn Westerly from the point of beginning, said line forming a Southwestery angle of 86 degrees 36 minutes with the Southerly extension of centerline of said Street (Woodside Road); thence to the point of beginning.

Including that part of vacated Woodside Road described as follows: Commencing at a point on the Southerly extension of the centerline of the Street (Woodside Road) on the Easterly side of Lots 1 to 10 inclusive of Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West, and said point being 31.19 feet Southerly along said Southerly extension from the intersection of said centerline and the South line of said Government Lot 2; thence Northerly along said extension to the South line of said Government Lot 2; thence West to the intersection of said South line with the Southerly extension of the Easterly line of Lot 10, Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West; thence Northerly on said extended line and said Easterly line of Lot 10, a distance of 75.9 feet to a point of 42.5 feet Northerly from the Southeastery corner of said Lot 10; thence Easterly parallel to the South line of said Lot 10, a distance of 16.52 feet, thence Southerly and parallel to the Easterly line of Lot 10, a distance of 75.9 feet, to the point of beginning



STANDARD NOTES

- 1) Site Address: 23170 Woodside Road, Shorewood, MN 55331
- 2) Flood Zone Information : This property appears to lie in Zone X (area determined to be outside of the 0.2% annual chance floodplain) and Zone AE (Areas subject to inundation by the 1 percent annual chance flood event determined by detailed methods. Base Flood Elevations (BFEs) are shown. per Flood Insurance Rate Map, Community Panel No. 27053C0295F , effective date of 11/04/2016.
- 3) Parcel Area Information :

Gross Area: s.f. 37,233± sq. ft. ~ 0.86± acres (areas calculated to Ordinary High Water line)
- 4) Benchmark: Elevations are based on Hennepin County Control Point Station Name: DAVEY which has an elevation of: 983.11 feet (NAVD83). Site converted to NGVD29 datum.
- 5) Zoning Information:

The current zoning for the subject property is R1-A (Single Family Residential District) per the City of Shorewood's zoning map. Shoreland District zoning apply to this parcel.

Principal Structure Setbacks	Street(s):	30 feet
	Side:	30 feet total - 10 feet minimum.
	Lake:	50 feet (From Ordinary High Water Line)
	Height:	35 feet
Hardcover:		25%

*Unless a Zoning Classification Letter is provided to the surveyor all zoning, setback information and hardcover information shown here on must be verified by all parties involved in the planning and design process for this project.

We have not received the current zoning classification and building setback requirements from the client.

- 6) Utilities: Underground utilities shown hereon are based on observed evidence together with evidence provided from the following sources: plans obtained from utility companies, plans provided by client, markings by utility companies and other appropriate sources. We have used the information provided to develop a view of the underground utilities for this site but do not warrant their exact location or current service. A Gopher State One Call was submitted for this survey. Please reference Ticket No. 222640278.

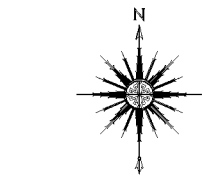
Seasonal conditions may inhibit our ability to visibly observe all the utilities located on the subject property.

- 7) Tree information shown here was derived from the surveyor. Tree caliper shown is an estimation. Accurate tree data including caliper size, species and health of tree must be determined by a licensed Arborist.



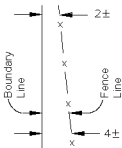
HARDCOVER DATA

Parcel Area:	37,233 sq. ft.
Building:	2,387 sq. ft.
Decks:	285 sq. ft.
Steps:	95 sq. ft.
Bituminous:	307 sq. ft.
Ret. Wall:	157 sq. ft.
Existing H.C.:	3,301 sq. ft.
H.C. %	8.6%



0 20 40
SCALE IN FEET

Bearing shown hereon are based on the Hennepin County Coordinate System (NAD83-1983)
Plat bearings are localized to this bearing basis.



Fence ties are shown on the side of the boundary line that the fence is located on.



LEGEND

● CAST IRON MONUMENT	WOE WALKOUT ELEVATION	BITUMINOUS
○ SURVEY MONUMENT SET	FFE FIRST FLOOR ELEVATION	CONCRETE
△ SURVEY MONUMENT FOUND	GFE GARAGE FLOOR ELEVATION	
△ SURVEY CONTROL POINT	TOF TOP OF FOUNDATION ELEV.	
△ FLORED END SECTION	LOE LOWEST OPENING ELEV.	
⌵ GATE VALVE	COMM. PEDESTAL	
⌵ GUY WIRE	COMM. CONNECTION	
◇ HYDRANT	TRANS ELECTRIC TRANSFORMER	
☆ LIGHT POLE	⊙ ELECTRIC MANHOLE	
⬅ LANDSCAPE LIGHT	⊙ ELECTRIC METER	
○ POWER POLE	⊙ GAS METER	
SMH SANITARY MANHOLE	⊙ GAS MANHOLE	
□ SANITARY CLEANOUT	⊙ GAS VALVE	
⊙ STORM DRAIN - ROUND	⊙ HAND HOLE	
⊙ STORM DRAIN - SQUARE	⊙ SOIL BORING	
SMH SANITARY MANHOLE	⊙ TREE CONIFEROUS	
INV INVERT ELEVATION	○ TREE DECIDUOUS	
797.5 GROUND ELEVATION	⊙ SANITARY SEWER	
AC A/C UNIT	⊙ STORM SEWER	
⊙ WELL	TEL TELEPHONE UNDERGROUND	
	UTL UTILITY UNDERGROUND	
	WATERMAIN	
	CURBSTOP	

CERTIFICATE OF SURVEY

PREPARED FOR:
Patrick and Debra Carney
on behalf of
Kyle Hunt & Partners

REVISIONS

10-06-2022	Sanitary Sewer Manhole Invert
10-10-2022	Added trees - locate and scanned
1/21/2023	Adjacent bldg ties/Adjacent lot width ties



I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed land surveyor under the laws of the State of Minnesota.

Dated this 26th Day of September, 2022



David B. Pemberton Minnesota License No. 40344

USE DISTRIBUTION MODIFICATION OF THE EXHIBIT IS PROHIBITED WITHOUT AUTHORIZATION FROM 45 NORTH COMPANY, LLC

PROJECT NO.: 22-005 TWP 117 RANG 23 SEC 31 SHEET # 1 OF 1

I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of #Site State.

Signature

Date

Registration No.

These documents are instruments of service and as such remain the property of the Architect. Publish or use them only with Architect's approval.

CRS Partners LLC.

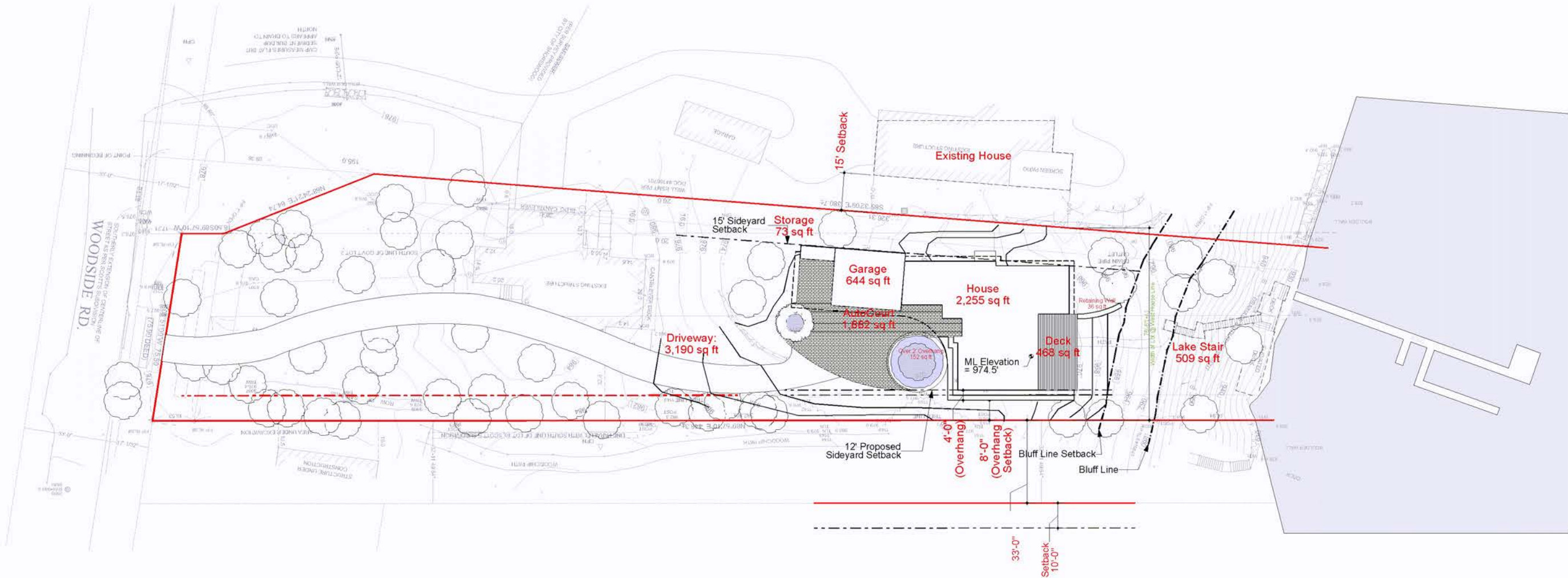
Deephaven, MN 55331
www.charlesrstinson.com

18304 Minnetonka Blvd
952-473-9503

Lake Minnetonka Bluff House
Variance Submittal

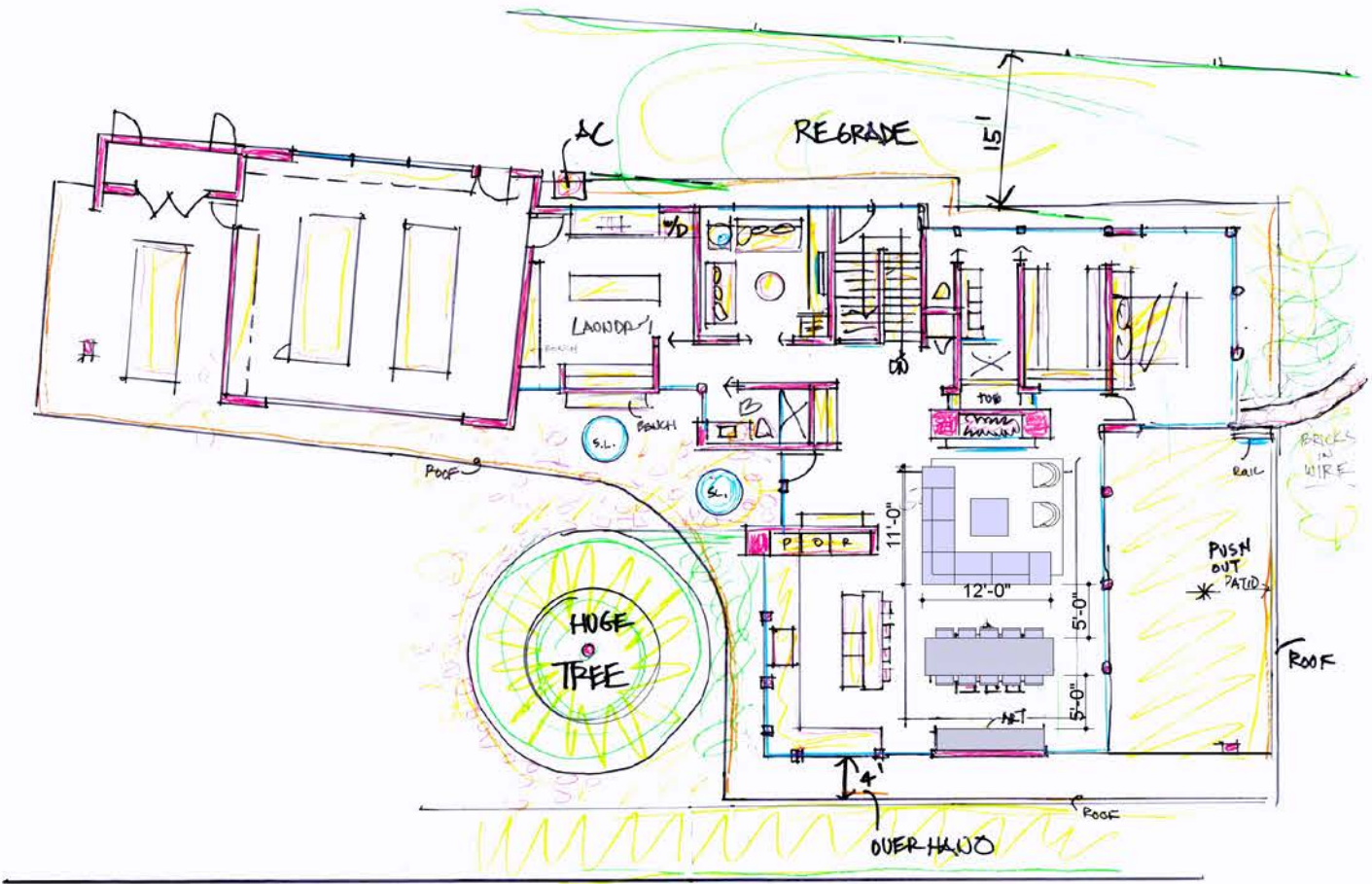
DATE: 20230227
REVISIONS:

A002
Site Plan



Site Plan
SCALE: 1" = 20'

HARDCOVER DATA	
Parcel Area:	37,233 sq. ft.
House:	2,255 sq. ft.
Garage:	644 sq. ft.
Storage:	73 sq. ft.
Deck:	468 sq. ft.
AutoCourt:	1,662 sq. ft.
Lake Stair:	509 sq. ft.
Driveway:	3,190 sq. ft.
Retaining Wall:	36 sq. ft.
Over 2' Overhang:	152 sq. ft.
Total H.C.	8,989 sq. ft.
H.C. %	24.14%



Main Level Plan
SCALE: 1/8" = 1'-0"

I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of #Site State.

Signature

Date

Registration No.

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CRS Partners LLC.

18304 Minnetonka Blvd
Deephaven, MN 55331
952-473-9503
www.charlesrstinson.com

Lake Minnetonka Bluff House
Variance Submittal

DATE: 20230227
REVISIONS:

A102

Main Level Floor Plan

I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of #Site State.

Signature

Date

Registration No.

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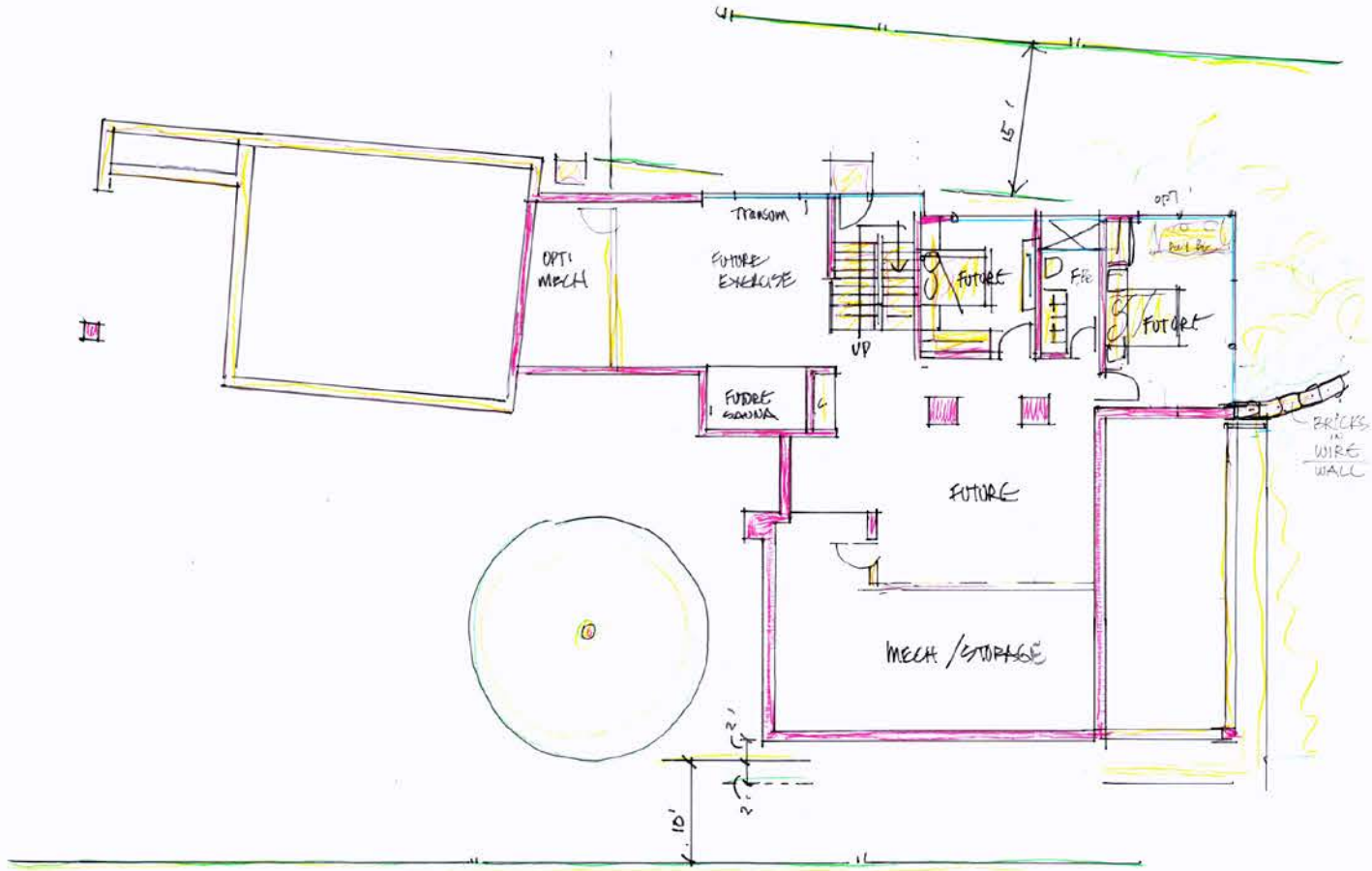
18304 Minnetonka Blvd
952-473-9503

Lake
Minnetonka
Bluff House
Variance Submittal

DATE: 20230227
REVISIONS:

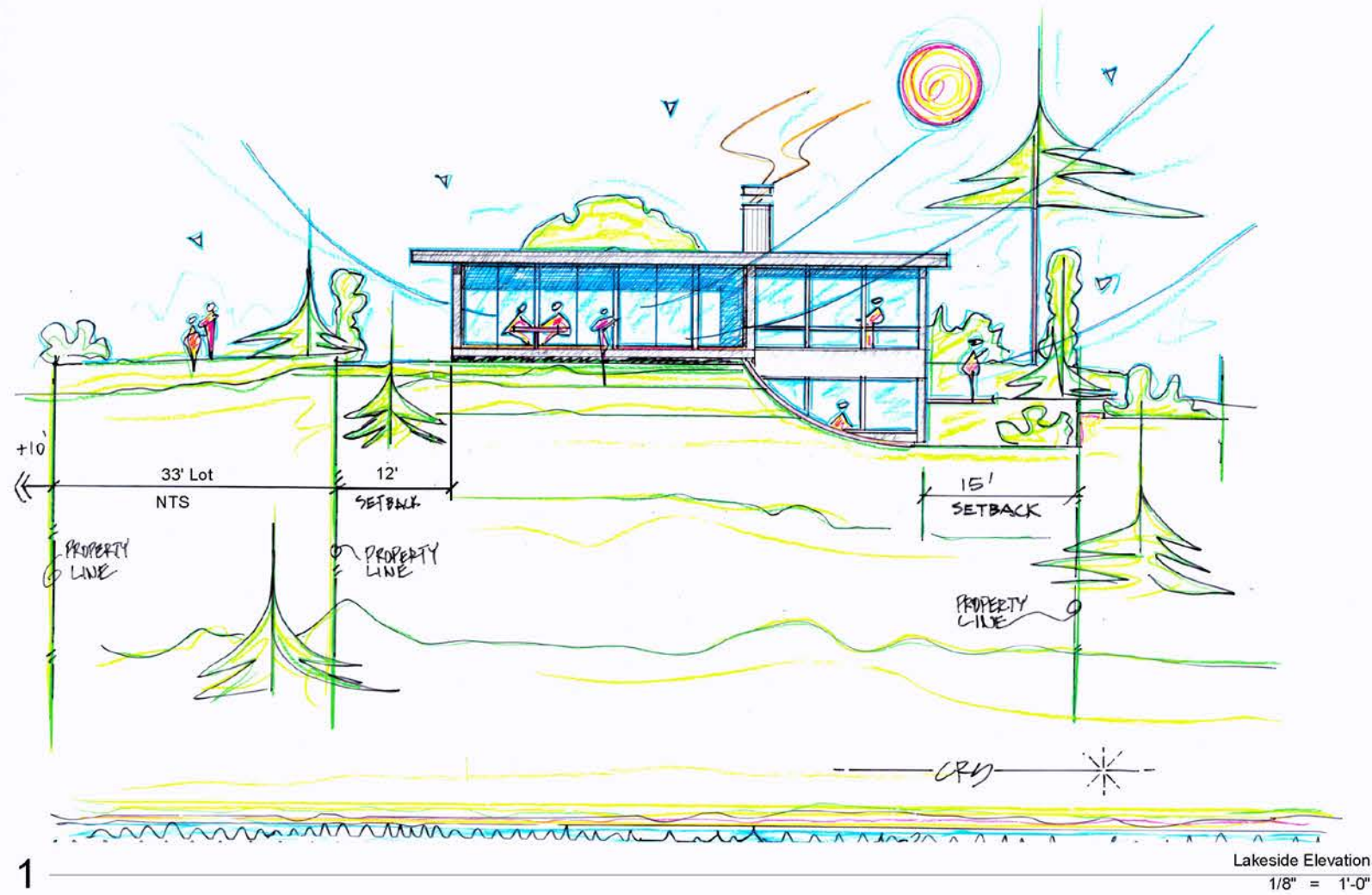
A101

Lower Level
Floor Plan



Lower Level Plan

SCALE 1/8" = 1'-0"



I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of #Site State.

Signature _____

Date _____

Registration No. _____

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CRS Partners LLC.
 Deephaven, MN 55331
 www.charlesrstinson.com

18304 Minnetonka Blvd
 952-473-9503

Lake Minnetonka Bluff House
 Variance Submittal

DATE: 20230227
 REVISIONS:

A201
 Exterior Elevations



1

South Elevation
1/8" = 1'-0"



2

Entry (East) Elevation
1/8" = 1'-0"

I certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Registered Architect under the laws of the State of #Site State.

Signature

Date

Registration No.

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CRS Partners LLC.

Deephaven, MN 55331
www.charlesrstinson.com

18304 Minnetonka Blvd
952-473-9503

Lake Minnetonka Bluff House
Variance Submittal

DATE: 20230227
REVISIONS:

A202
Exterior Elevations

Marie Darling

From: mike giebenhain <mikegiebenhain@hotmail.com>
Sent: Tuesday, February 28, 2023 7:32 PM
To: Marie Darling
Subject: Carney variance

Marie,

Kyle Hunt asked me to contact you regarding my position on the Carney variance request. While I completely disagree with their logic in the submitted request as it suggests my property should be treated more like deeded access in regards to setbacks and they show absolutely no need, I do think granting the variance of a 12ft setback (vs 15ft) in this instance makes sense as they are building a home that will not be overly obstructive to my lake view compared to what could potentially be built.

Please feel free to contact me if you have any further questions.

Thanks

Mike Giebenhain
28110 Woodside Rd
Shorewood, mn 55331
612-816-8429

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

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

RESOLUTION 23-033

**A RESOLUTION APPROVING A SIDE-YARD SETBACK VARIANCE FOR
PROPERTY LOCATED AT 28170 WOODSIDE ROAD**

WHEREAS, Kyle Hunt & Partners, Inc., (the “Applicant”) proposed to construct a new home that would be a combined 27 feet from the side property lines where 30 feet is required and the home has a four-foot overhang encroaching into the setback where two feet is allowed on property addressed as 28170 Woodside Road and legally described as shown in Exhibit A; (the “Subject Property”) and,

WHEREAS, the Applicant’s request was reviewed by the planning staff, whose recommendation is included in a memorandum for the March 7, 2023 Planning Commission meeting, a copy of which is on file at City Hall; and

WHEREAS, the Planning Commission held a public meeting on March 7, 2023 to review the application, the minutes of the meetings are on file at City Hall; and

WHEREAS, the City Council considered the application at its regular meeting on March 27, 2023, at which time the planning staff memorandum and the Planning Commission’s recommendations were reviewed and comments were heard by the City Council from the Applicant, staff and public.

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

FINDINGS OF FACT

1. The Subject Property is located in the R-1A/S zoning district, which requires all buildings to be set back a combined 30 feet from the side-yard property lines and roof encroachments to project no more than two feet into a side-yard setback.
2. Section 1201.05 of the zoning regulations provides that the purpose of a variance is to allow a process to deviate from the strict provision of the zoning regulations when there are practical difficulties, and the action is the minimum to alleviate the practical difficulties.
4. Section 1201.05 of the zoning regulations includes criteria for making the above determination.
5. The Applicant’s proposal is identified on the application materials and plans submitted on January 24 and February 24 and 27, 2023 (the “Plans”).

CONCLUSIONS

- A. Based upon the foregoing, and the records referenced herein, the City Council hereby approves the Applicant's request to construct a home with a combined side-yard setback of 27 feet where 30 feet is required and include a four-foot overhang into the required setback where two feet is allowed consistent with the Plans.
- B. The City Council finds the variance request for a new home and its resulting construction and use, is consistent with the intent of the comprehensive plan and in harmony with the general purposes and intent of the zoning regulations.
- C. The City Council finds that the request specifically demonstrates practical difficulties based on the reasonable proposed use of the Subject Property, the unique lot situation to the north which includes a neighboring property that is too narrow to be built on, and the essential character of the area would be preserved because the home is proposed with a single level above grade and neighborhood has lack of uniformity in the neighborhood property lines.
- D. The City Council finds that the improvements proposed are not solely based on economic considerations, but to enhance the livability of the home.
- E. The City Council finds that the deck would not impair an adequate supply of light and air to an adjacent property, increase the risk of fire or increase the impact on adjacent streets.
- F. The City Council finds that the deck would not be detrimental to the public welfare nor would it be injurious to other lands or improvements in the neighborhood.
- G. The variance is the minimum variance necessary to address or alleviate the practical difficulties.
- H. The variance approval shall be subject to the following conditions:
1. Prior to beginning any construction on the Subject Property, the applicant shall acquire all necessary permits.
 2. The building permit application must include all required materials for a new home including, but not limited to, a stormwater management plan, and the other requirements indicated in the engineer's memo dated February 17, 2023.
 3. Prior to the final inspection of the home, the portion of the driveway connecting the existing home to the shared drive on 28180 Woodside Road must be removed.
- I. The variance shall expire one year after approval unless the applicant has completed the project, or an extension has been requested in accordance with Section 1201.05 Subd. 3 of City Code.
- J. The City Clerk is hereby authorized and directed to provide a certified copy of this resolution for filing with the Hennepin County Recorder or Registrar of Titles.

Adopted by the City Council of Shorewood, Minnesota this 27TH day of March, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

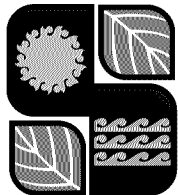
EXHIBIT A

Legal Description of Subject Property

That part of Government Lots 2 and 3, Section 31, Township 117 North, Range 23 West, and of Lot 10, Scott's Subdivision in Lot 2, Section 31, Township 117 North, Range 23 West, described as follows: Beginning at a point on the Southerly extension of the centerline of the Street (Woodside Road) on the Easterly side of Lots 1 to 10 inclusive of Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West, and said point being 31.19 feet Southerly along the Southerly extension from the intersection of said centerline and the South line of said Government Lot 2; thence Northerly along said extension to the South line of said Government Lot 2; thence West to the intersection of said South line with the Southerly extension of the Easterly line of Lot 10, Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West; thence Northerly on said extended line and said Easterly line of said Lot 10, a distance of 75.9 feet to a point 42.5 feet Northerly from the Southeasterly corner of said Lot 10, thence West on a line parallel to the South line of said Lot 10 to the shoreline of Lake Minnetonka; thence Southerly along said shoreline to its intersection with a line drawn Westerly from the point of beginning, said line forming a Southwesterly angle of 85 degrees 36 minutes with the Southerly extension of centerline of said Street (Woodside Road); thence to the point of beginning, Hennepin County, Minnesota, except the following described transfer parcel:

Beginning at a point on the Southerly extension of the centerline of the Street (Woodside Road) on the Easterly side of Lots 1 to 10 inclusive of Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West, and said point being 31.19 feet Southerly along said Southerly extension from the intersection of said centerline and the South line of said Government Lot 2; thence Northerly along said extension to the South line of said Government Lot 2; thence West to the intersection of said South line with the Southerly extension of the Easterly line of Lot 10, Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West; thence southwesterly to a point distant 89.36 feet westerly from the point of beginning and on a line drawn Westerly from the point of beginning, said line forming a Southwesterly angle of 85 degrees 36 minutes with the Southerly extension of centerline of said Street (Woodside Road); thence to the point of beginning.

Including that part of vacated Woodside Road described as follows: Commencing at a point on the Southerly extension of the centerline of the Street (Woodside Road) on the Easterly side of Lots 1 to 10 inclusive of Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West, and said point being 31.19 feet Southerly along said Southerly extension from the intersection of said centerline and the South line of said Government Lot 2; thence Northerly along said extension to the South line of Government Lot 2, Section 31, Township 117; thence Westerly along said South line, a distance of 17.21 feet to the point of beginning of the land to be described; thence continuing Westerly, a distance of 16.50 feet, to the intersection of said South line with the Southerly extension of the Easterly line of Lot 10, Scott's Subdivision of Lot 2, Section 31, Township 117 North, Range 23 West; thence Northerly on said extended line and said Easterly line of Lot 10, a distance of 75.9 feet to a point of 42.5 feet Northerly from the Southeasterly corner of said Lot 10; thence Easterly parallel to the South line of said Lot 10, a distance of 16.52 feet; thence Southerly and parallel to the Easterly line of Lot 10, a distance of 75.9 feet, to the point of beginning



City of Shorewood

City Council Meeting Item

Title/Subject: Final Plat and PUD Final Plan for Maple Shores
Meeting Date: March 27, 2023
Prepared by: Marie Darling, Planning Director
Attachments: Applicant's Narrative and plans
Development and PUD Agreement
HOA documents (Electronic Copy of Packet Only)
Resolution

Item 6C

Background:

Location: 20430 Radisson Road
Applicant: Chamberlain Capital, LLC
Review Deadline: April 10, 2023

The applicant has submitted their request for final plat for Maple Shores. Prior to recording the plat, the applicant would be required to revise their plans to be consistent with City Code. The conditions are listed in the final plat resolution. Additionally, a development and PUD agreement has been provided for Council review with the terms of construction for the subdivision, including financial guarantees and performance criteria.

The applicant's request is very similar to the approved Concept/Development Stage plan and preliminary plat, with the following changes:

Fill: The applicant was originally planned to export about 5,800 cubic yards of material from the site. They are now proposing to export about 3,400 cubic yards of material, which will mean many fewer truck hauling material from the site.

Ash trees: During the preliminary plat phase, the Planning Commission/Council suggested removing all the ash trees instead of the staff condition that their condition be evaluated. As only five significant ash trees remained on the site after tree clearing, the applicant has opted to remove the remainder of the significant ash trees at this time.

Private lighting: The applicant has proposed to install nine bollards to provide wayfinding lighting throughout near the front sidewalks into the homes and near the guest parking area in lieu of any street lights and would pay for their installation, electricity and maintenance.

Retaining wall landscaping: The applicant's plan was initially to provide vines to obscure visibility of the retaining wall, however, their landscaper advised against that and suggested providing dogwoods instead.

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.*

Low maintenance lawn: The applicant is proposing to provide a bee-friendly, low-maintenance lawn for much of the development, although propose traditional lawn near the units.

Summary of Public Engagement: There is no public notice required with either a final plat or a PUD final plan. However, the application was previously reviewed with two public hearings on August 2 and 22, 2022. Notice for the public hearings were mailed to all properties within 750 feet of the development and published in the official newspaper. Six people spoke at the public hearing on August 2, 2022 and two people spoke at the August 22, 2022 hearings. Several letters were also submitted.

Financial or Budget Considerations: Developers are required to pay utility connection fees and park dedication and pay for constructing the streets, stormwater facilities and other utilities. The developer can request reimbursement of expenses to extend the watermain up to, but not over, the total amount of connection fees collected. For this development, the proposed expenses (about \$200,000) exceed the fees to be collected (\$55,000). As a result, the developer is not required to pay a water connection fee. Other fees are listed in the Development Agreement.

Action Requested: Staff recommends approval of the request for a final plat and agreement for Maple Shores.

Proposed motion: Move to approve a request for final plat for Maple Shores for Chamberlain Capital, LLC. subject to the findings and conditions in the attached resolution and the execution of the Development and PUD Agreement.

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

Connection to Vision/Mission: Consistency in providing residents quality public services through effective, efficient, and visionary leadership.



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

MEMORANDUM

Date: March 16, 2023
To: Marie Darling, Planning Director
From: Matt Bauman, PE, Andrew Budde, PE
Subject: 20430 Radisson Road/Maple Shores Final Plat
City of Shorewood
Project No.: 0C1.123603

The following documents were submitted for review of compliance with the City of Shorewood's Local Surface Water Management Plan and Engineering Standards:

- Certificate of Survey dated 12/19/2021
- Civil Plans revised dated 1/13/2023
- Stormwater Drainage Report revised dated 10/28/2022
- Infiltration Report dated 9/22/2022
- Stormwater Maintenance Plan dated 10/17/2022
- Landscape Plan revised dated 1/5/2023
- Response letter to Bolton & Menk 8/17/2022 comments

This review included the documents listed above and additional prior PUD Preliminary Plat Application materials, primarily dealing with grading, modelling and stormwater management. A marked-up construction plan is included with this review to clarify some comments.

General

1. Public infrastructure shall be constructed in accordance with City Standard Details and Specifications.
 - a. Replace sanitary sewer and water details and add note for to use section of RDW-2 for Radisson Road patch in accordance with City Standard Details provided.
2. Prior to the start of any construction, permits shall be secured with the following at a minimum:
 - a. MnDOT right of way and drainage
 - b. Minnehaha Creek Watershed District – conditional approval noted
 - c. MPCA Construction General Permit
 - d. Minnesota Department of Health
 - e. Metropolitan Council Environmental Services – approved
3. Update and complete the encroachment agreement for coordination between the development and City for future roadway and utility repairs.
4. Send updated construction cost estimates.
5. Include STOP sign and private street sign at intersection.

Utilities

6. Update utilities on north side of highway 7 based on asbuilts provided and additional field shots as required.
7. Open cut watermain shall be C900 PVC DR 18. Hydrant leads to remain DIP. Water services to be PE. Hydrants shall have 4" STORZ pumper nozzles.
8. Southern termination of the new watermain along Radisson Road shall be minimum of 8-feet from the edge of the back of curb so a future connection will not need to disturb the roadway.
9. The high point of the watermain along the private road should be at the northern hydrant in order to not trap air or direct air into a house; shift the high point to the hydrant.
10. Modify the termination at the north end along Radisson Road to include a tee and gate valve, moving the hydrant closer to the road.
11. Add additional gate valves for controls.

Storm Sewer and SWPPP

12. Incorporate comments from SWPPP checklist including:
 - a. List person who will oversee implementation once Contractor is selected.
 - b. Provide training documentation for person to conduct inspections.
13. Recommend to include profile views of the storm sewer runs:
 - a. CB-6 to CB-5
 - b. MH 3 to FES-1
14. Insulation shall be provided between watermain and storm sewer if there is less than 3-feet of separation.
15. Provide erosion control around area that will be disturbed to install FES-2
16. Owners of private stormwater facilities shall enter into an agreement with the City describing responsibility for the long-term operation and maintenance of the stormwater facilities and shall be executed and recorded with the final plat.
 - a. Update and complete the included stormwater management agreement

Notes/comments to be addressed prior to construction:

1. Retaining walls over 4' high shall be designed by a registered professional engineer.
 - a. Ensure adequate fall protection for the retaining walls.
2. Irrigation mains are not allowed in City Right of Way without an encroachment agreement and subject to the approval of the City Engineer.
3. The NWL of Lake Como is unknown, only the OHW is listed on the plans.

January 23, 2023

Marie Darling, Planning Director
City of Shorewood
Shorewood City Hall
5755 Country Club Road
Shorewood, MN 55331

Re: Maple Shores Final Plat Application

Dear Ms Darling

Today we are submitting the final plat application for Maple Shores located at 20430 Radisson Road and certain adjacent parcels for your review. The application and supporting documents are included in the final plat application submittal package located through the following dropbox link.

<https://www.dropbox.com/sh/p1ju3p8sv2b9rvf/AABKaXj7aFBuXG9huVSTIIHta?dl=0>

The 24 x36 printed copies as noted below and a \$3,200 check for the applications fees will be dropped at your office today.

1. Maple Shores - Current Conditions Certificate of Survey 12.19.21
2. Maple Shores - Full Civil Plans 01.13.23 (printed 24 x 36 copy included)
3. Maple Shores - Final Plat Sheets 10.10.22 (printed 24 x 36 copy included)
4. Maple Shores - Landscaping Plan 01.05.23 (printed 24 x 36 copy included)
5. Maple Shores - Drainage Report 10.18.22
6. Maple Shores - Storm Water Pond Infiltration Report 09.22.22
7. Maple Shores - Storm Water Maintenance Plan 10.17.22
8. Maple Shores - MCWD Conditional Permit Approval #22-507 12.13.22
9. Maple Shores - City Engineering Comment Responses 10.11.22
10. Maple Shores - Fire Marshal Review Letter 7.13.22
11. Maple Shores - DNR Review Letter 7.13.22
12. Maple Shores - Construction Plan 01.20.23
13. Maple Shores - PUD Language Terms in Declaration 01.20.23
14. Maple Shores - Development Costs 12.23.22
15. Maple Shores - Shorewood Final Plat Application 1.23.23

The following are enhancements or changes made to the application documents above since our last submittal.

Landscaping

1. All ash trees will be removed.

Per city direction a second survey of trees on the property was conducted. The arborist determined an additional 25 trees are diseased or dead and should be removed (22 ash and 3 elm). The 5 remaining ash trees will be removed as with time they too will become diseased. Total remaining trees will be 64.

2. Potential disturbance of critical root zones of trees located outside silt fence boundary.

22 trees on the plan are now marked as "Possibly Removed". These trees are located outside the silt fences. Based on their trunk size and species some of their critical root zones may be negatively impacted by excavating work inside the silt fence areas. We want to retain these trees if possible while still achieving grading requirements. These trees were identified by applying a 1 inch of tree trunk radius to 1 foot of critical root zone radius. Those trees with roots zones that crossed silt fence lines were put on the "Possibly Removed" list to be evaluated after site grading.

3. Initially plan was to plant vines along the retaining wall to minimize its visibility.

The landscaper did not feel vines would survive in the area and has recommended a native dogwood bush be planted instead.

4. Seeding the perimeter of the development.

A bee lawn will be seeded as an alternative to traditional sod or hydro-seeding which requires irrigation and weekly mowing in perpetuity. Bee lawns are lawns made up of turf grasses blended with low growing perennials that bloom. This type of lawn is maintained at a length of four inches or higher to allow the growth of pollinator friendly grass and plant varieties and encourage flower blooming. The non-traditional flowering lawn celebrates plant biodiversity and becomes a meadow-like pollinator haven for food, cover, and nesting. Research has shown that lawns that are seeded with a grass and flowering plant mixture can feed dozens of species of bees that would otherwise go hungry. A seed mixture will be determined by the landscaper that is compliant with the Shorewood guidelines. A unique seed mixture may be used under trees in place of mulch to allow for a more natural, pollinator-friendly look.

Import / Export of Fill Material

An estimated 3,425 cubic yards of fill may need to be exported. This is significantly less than our original application. The side roughly balances however, the export amount includes an 2,5000 cubic yard allowance should the engineering of the retaining wall require a full sand back fill with sand replacement. If it does not need sand or requires less, the amount of export will be reduced accordingly.

The following people participated in the PUD application development and are available to answer your questions.

Paul Cameron
952-649-7653
Paul@Chamberlaincap.com

Travis Van Neste – Surveyor
952-686-3055
travis@vannestesurveying.com

Sarah Notch – Landscape Architect
Designing Nature
763-477-9909
snotch@designingnatureinc.com

Kevin Miller – Project Manager
PWS - <https://pws-mn.com>
612-221-3845
kmiller@pwsmn.com

Liza Cameron
952-649-7653
Liza@Cameronres.com

Lee Elfering – Civil Engineer
763-780-0450
lelfering@elferingeng.com

Thomas Whalen – Cert Arborist MN 4217a
Tree Top Service, Inc
763-972-3988
paul@treetopclearing.com

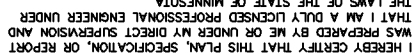
Robert Williams - Attorney
Best & Flanagan LLP
612-341-9706
rwilliams@bestlaw.com

If you have any questions or concerns, please do not hesitate to call Liza or myself.

Respectfully,



(See next Page for
representative units)

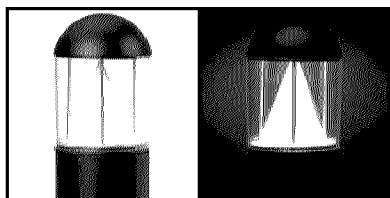
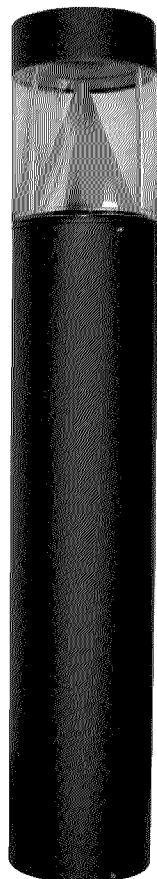


ENTRANCE SIGN
-MINIMUM 5' FROM STREET ROW

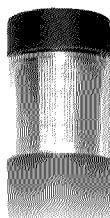
EasyLED Round Flat Bollards

L70
25°C

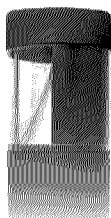
147,000 Hours



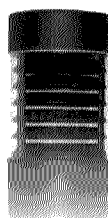
NEW Soft Shine Low Glare White Cone Reflector
Daytime View Nighttime View
(Dome Top Shown for Visual Concept)



**Glass
BFG**



**LED Cone Reflector
Shown with Glare Shield
BFR**



**Louvers
BFL**



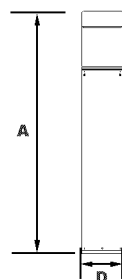
**SoftLED LumaLens
Opal Array Lens**



**Shown with "S3"
Sensor**



Shown with GFCI



Dimensions

Diameter (D)	7" (178mm)
Height (A)	41 1/2" (1,057mm)

The Jemm EasyLED Bollards with choice of optics and lenses are designed to replace HID lighting systems up to 100w MH or HPS. These fixtures are ideal for retail centers, industrial parks, schools and universities, public transit and airports, office buildings and medical facilities.

Specifications and Features:

Housing:

Extruded Aluminum Housing with Flush Mounting Base & Vandal-Resistant Screws, Flat Top, Internal Ballast Tray for Easy Maintenance. Bollards Can Be Cut to Custom Lengths Upon Request.

Listing & Ratings:

CSA: Listed for Wet Locations, ANSI/UL 1598, 8750; IP65 Sealed LED Compartment.

Finish:

Textured Architectural Bronze or Black Powdercoat Finish Over a Chromate Conversion Coating. Custom Colors Available Upon Request.

Style:

Clear Prismatic Borosilicate Glass Refractor, Specially Designed Cone Reflector or Internal Louvers

Lens:

Clear UV-Stabilized Polycarbonate Vandal-Resistant Lens or SoftLED LumaLens UV-Stabilized Polycarbonate Opal Vandal-Resistant Lens

Mounting Options:

Mounting Kit with 8" Zinc-Plated Anchor Bolts, Included.

EasyLED LED:

Aluminum Boards

Wattage:

Array: 10w, System: 11.3w; (50w HID Equivalent)
Array: 14.5w, System: 17w; (70w HID Equivalent)
Array: 22w, System: 23.8w; (100w HID Equivalent)

Driver:

Electronic Driver, 120-277V, 50/60Hz or 347V, 50/60Hz (15w Only); Less Than 20% THD and PF>0.90. Standard Internal Surge Protection 2kV. 0-10V Dimming Standard for a Dimming Range of 100% to 10%; Dimming Source Current is 150 Microamps.

Controls:

Fixtures Ordered with Factory-Installed Motion Sensor Controls are Internally Wired for Switching and/or 1-10V Dimming Within the Housing. Remote Direct Wired Interface of 1-10V Dimming is Not Implied and May Not Be Available, Please Consult Factory. Fixtures are Tested with LEPC Controls and May Not Function Properly With Controls Supplied By Others. Fixtures are NOT Designed for Use with Line Voltage Dimmers.

Warranty:

5-Year Warranty for -40°C to +40°C Environment.

See Page 4 for Projected Lumen Maintenance Table.

Project Information:

Project Name:	Fixture Type:
Complete Catalog #:	Date:
Comments:	

Certification & Listings:



Order Information Example:

BFRF15U5KZ36SF

Model	Optics	Wattage	Driver	CCT	Lens	Color	Height	Options
BFRW =Round Flat Top Bollard with Soft Shine Low Glare White Cone Reflector BFR =Round Flat Top Bollard with LED Cone Reflector BFG =Round Flat Top Bollard with Glass BFL =Round Flat Top Bollard with Louvers	C =Type III* F =Wide Beam Spread * BOFRWQ, BOFRLQ & BOFGQ only	1X10 =10w 1X15 =15w 1X22 =22w	U =120-277V C =347V* *15w Model Only	3K =3000K 4K =4000K 5K =5000K	(Leave Blank) =Clear Lens L =SoftLED LumaLens Opal UV-Stabilized Polycarbonate Array Lens* *Type V White Cone Reflector Only	Z =Bronze B =Black C =Custom (Consult Factory)	(Leave Blank) =42" Standard Height 36 =36" Height 30 =30" Height	SF =Single Fuse* DF =Double Fuse* SP =Surge Protection GF1 =GFCI Outlet, 15A, 120V GSB =180° Glare Shield, Black GSZ =180° Glare Shield, Bronze GSC =180° Glare Shield, Custom Color (Consult Factory) S3 =Microwave Sensor with Dimming & Remote Programming, 120-277V Only. See P17121 Spec. Page for Details. BU =Battery Backup, 90 Minutes* *120-277V Models Only.

Accessories & Replacement Parts:

Mounting Accessories (Order Separately, Field Installed)

BOLAN4	Mounting Kit, Includes Bracket & Three (3) 4" Zinc-Plated Anchor Bolts
BOLAN8	Mounting Kit, Includes Bracket & Three (3) 8" Zinc-Plated Anchor Bolts
BOLAN12	Mounting Kit, Includes Bracket & Three (3) 12" Zinc-Plated Anchor Bolts
BOLAN15	Mounting Kit, Includes Bracket & Three (3) 15" Zinc-Plated Anchor Bolts
BREBASE*	Bollard Retrofit Base Kit Adapts New Bollards to Most Existing Bolt Patterns. Fits all LEPA Bollards. Die Cast with Powdercoat Finish, Hardware Included. 11½" Dia. x 1½" H

*Specify Color: Z=Bronze, B=Black, C=Custom (Consult Factory)

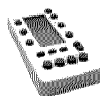


BOLAN **BREBASE***

*Shown Mounted

Accessories (Order Separately, Field Installed)

P17122 Remote Programming Tool for P17121



P17122

Replacement Parts (Order Separately, Field Installed)

P17121	Internal Microwave Sensor with Dimming & Remote Programming, 120-277V Only. See P17121 Spec. Page for Details.
BOLPC	Replacement Round UV-Stabilized Polycarbonate Vandal-Resistant Lens
BOLPCLL	Replacement SoftLED LumaLens Opal UV-Stabilized Polycarbonate Array Lens
BORBASE*	Die Cast Base Plate with Powdercoat Finish Over a Chromate Conversion Coating.
BOADP1	Adapter Plate with Gaskets for Outlet Boxes. Fits LEPA Round Bollards. Die Cast with Bronze Powdercoat Finish.

*Specify Color: Z=Bronze, B=Black, C=Custom (Consult Factory)

For Replacement Battery Backup, see the LEPA LED Battery Backup Specification Sheet.



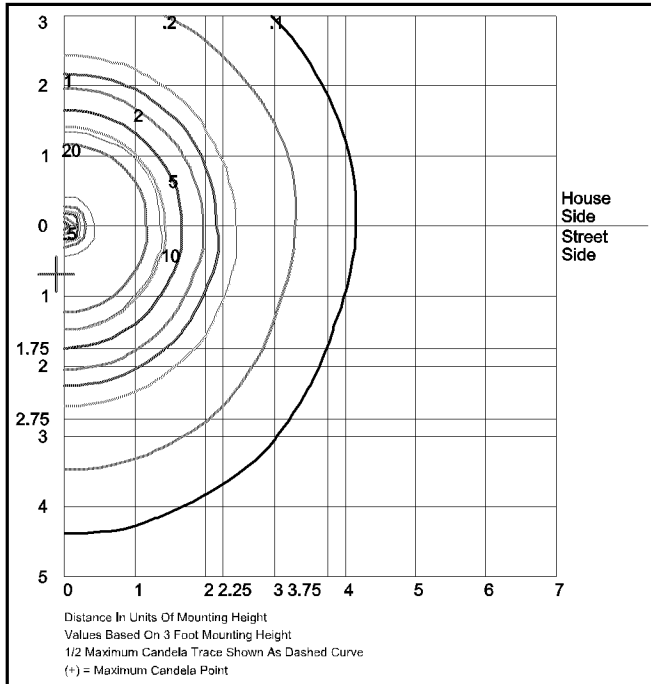
P17121

**BOLPC,
BOLPCLL**

BORBASE

BOADP1

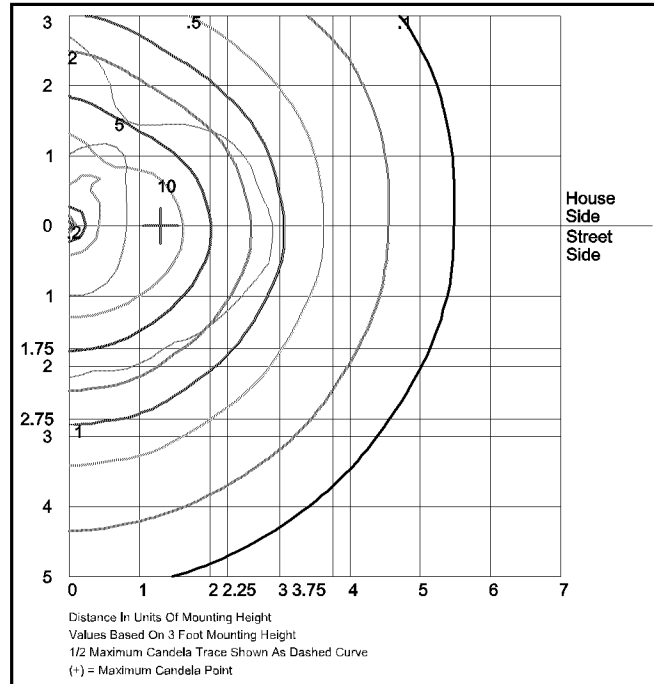
Photometric Data



BFRW22U5K & BFRF22U5K

Type V

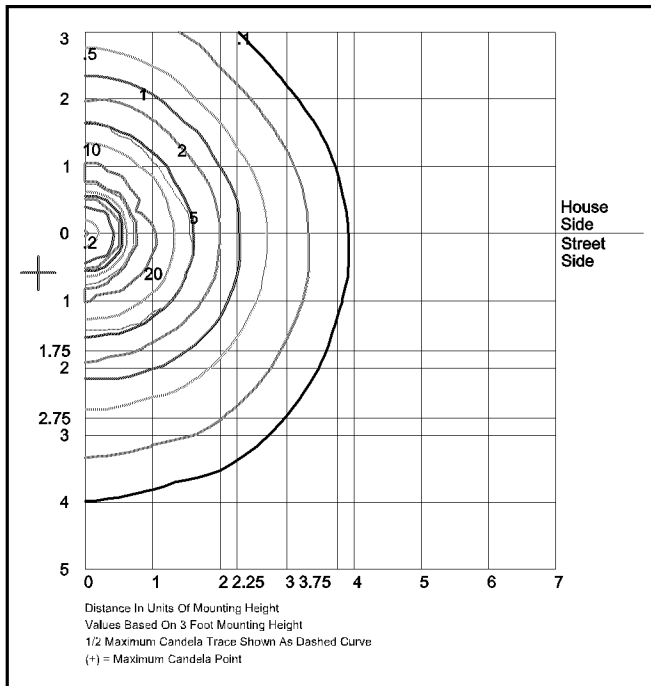
Grid in feet, Mounting Height = 3 ft.



BFGC22U5K

Type III

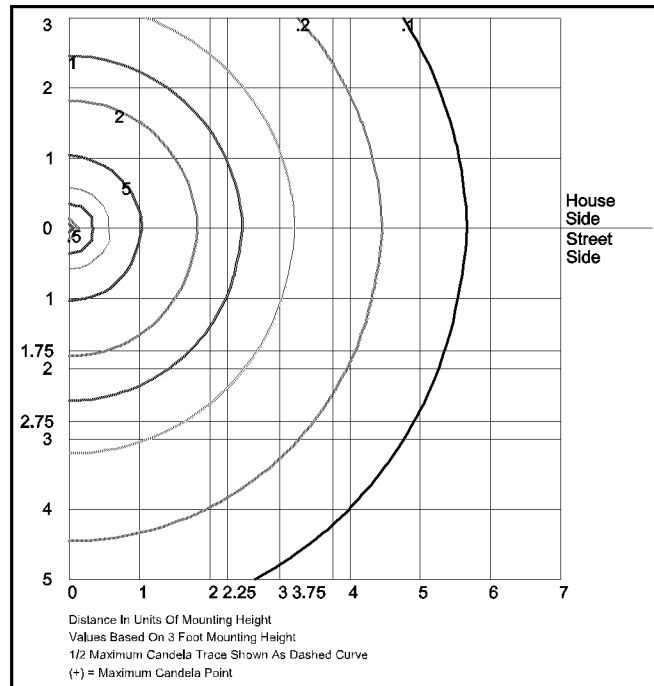
Grid in feet, Mounting Height = 3 ft.



BFLF22U5K

Type V

Grid in feet, Mounting Height = 3 ft.



BFRWF22U5KL

LumaLens Type V

Grid in feet, Mounting Height = 3 ft.

Photometric Performance

Optic	Wattage (Catalog Logic)		10W (1X10)	15W (1X15)	20W (1X22)
	Input Watts		11.3W	15.9W	23.8W
	CCT	Delivered Lumens			
BFRWF & BFRF Cone Reflector C=Type III Optic	3000K	738	1,033	1,549	
	4000K	800	1,120	1,680	
	5000K	834	1,167	1,750	
	BUG Rating	B0-U2-G1	B1-U3-G1	B1-U3-G1	
BFRWF & BFRF Cone Reflector F=Type V Optic	3000K	1,037	1,452	2,178	
	4000K	1,125	1,575	2,362	
	5000K	1,172	1,641	2,461	
	BUG Rating	B1-U3-G1	B1-U3-G1	B1-U3-G1	
BFGC Glass C=Type III Optic	3000K	787	1,101	1,652	
	4000K	853	1,195	1,792	
	5000K	889	1,245	1,867	
	BUG Rating	B1-U3-G1	B1-U3-G1	B1-U3-G1	
BFGF Glass F=Type V Optic	3000K	768	1,076	1,613	
	4000K	833	1,167	1,750	
	5000K	868	1,215	1,823	
	BUG Rating	B1-U3-G1	B1-U3-G1	B1-U3-G1	
BFL Louvers F=Type V Optic Only	3000K	531	744	1,116	
	4000K	576	807	1,211	
	5000K	600	841	1,261	
	BUG Rating	B0-U2-G0	B1-U2-G1	B1-U3-G1	

Projected Lumen Maintenance

Data shown for 5000 CCT			Compare to MH			
TM-21-11	Input Watts	Initial	25,000 Hrs	50,000 Hrs	100,000 Hrs	Calculated LED Life
L70 Lumen Maintenance @ 25°C / 77°F	All wattages up to and including 24w	1.00	0.95	0.90	0.80	147,000
L70 Lumen Maintenance @ 50°C / 122°F		1.00	0.89	0.78	0.55	67,000
L80 Lumen Maintenance @ 40°C / 104°F		1.00	0.92	0.85	0.70	66,000

NOTES:

- Projected per IESNA TM-21-11. Data references the extrapolated performance projections for the 116mA base model in a 25°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.
- Compare to MH box indicates suggested Light Loss Factor (LLF) to be used when comparing to Metal Halide (MH) systems.

MAPLE SHORES

PLAT FILE NO. _____
R.T. DOC. NO. _____

Know all persons by these presents, that Chamberlain Capital LLC, A Minnesota Limited Liability Company, for owners of the following described property situated in the County of Hennepin, State of Minnesota, to wit:
Lot 2N, Radisson Inn Addition, and Tracts A, B, C, D, H, I, J, and K, Registered Land Survey No. 730, all in Hennepin County, Minnesota.
Has caused the same to be surveyed and platted as MAPLE SHORES and does hereby dedicate to the public for public use the drainage easement as shown on this plat.
The undersigned, Travis W. Von Nette, a duly Licensed Land Surveyor, State of Minnesota, has caused this instrument to be acknowledged before me this _____ day of _____, 20____.
Signed: Chamberlain Capital LLC, its _____
by: Paul Cameron

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, _____
of Chamberlain Capital LLC, A Minnesota Limited Liability Company, on behalf of the company.

Notary Public: _____ County, Minnesota
My Commission Expires January 31, 20____ Printed Notary Name _____

SURVEYORS CERTIFICATE:
Travis W. Von Nette do hereby certify that this plat was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor, State of Minnesota, and that this plat is a correct representation of the boundary survey, that all mathematical data and calculations were correctly determined, that the plat has been duly recorded in the public records of Hennepin County, Minnesota, and that the same has been or will be correctly set with one year; that all water boundaries and wet lands as defined in Minnesota Statutes, Section 565.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all drainage and utility easements are shown and labeled on this plat.

Dated this _____ Day of _____, 20____
Travis W. Von Nette, Licensed Land Surveyor, Minnesota License No. 44109

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____, by
Travis W. Von Nette, a Licensed Land Surveyor.

Notary Public: _____ County, Minnesota
My Commission Expires January 31, 20____ Printed Notary Name _____

CITY OF SHOREWOOD, MINNESOTA
This plat of Shorewood, Minnesota, was approved and accepted by the City Council of Shorewood, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____, as provided by Minnesota Statutes, Section 505.03, Subd. 2.

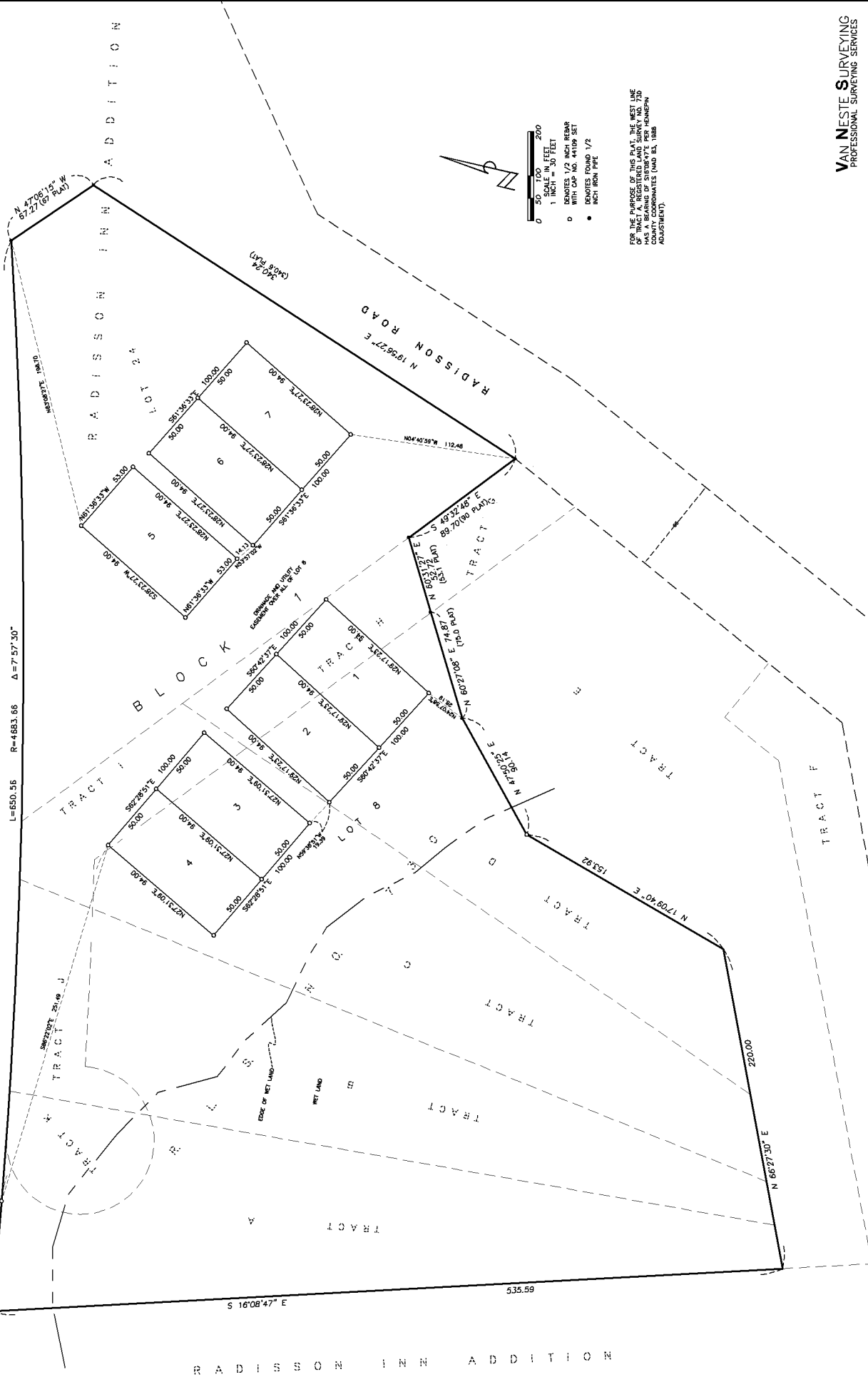
CITY COUNCIL OF SHOREWOOD, MINNESOTA
By: _____ Mayor By: _____ Clerk

RESIDENT AND REAL ESTATE SERVICES, Hennepin County, Minnesota
I hereby certify that taxes payable in 20____ and prior years have been paid for land described on this Plat, dated this _____ day of _____, 20____.
Mark V. Chapin, County Auditor By: _____ Deputy

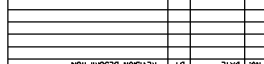
SURETY DIVISION, Hennepin County, Minnesota
Pursuant to MN. STAT. Sec. 383B.365 (1989), this Plat has been approved this _____ day of _____, 20____.
Chris F. Mavis, County Surveyor By: _____

REGISTRAR OF TITLES, Hennepin County, Minnesota
I hereby certify that the within plat of MAPLE SHORES was filed in this office this _____ day of _____, 20____, at _____ o'clock _____ M.
Susan LeMay, Registrar of Titles By: _____ Deputy

STATE HIGHWAY 7
PER MOOT 8/4 PAST 27-65



FOR THE PURPOSE OF THIS PLAT, THE WEST LINE OF TRACT A, REGISTERED LAND SURVEY NO. 730 HAS A BEARING OF S16°08'47"E PER HENNEPIN COUNTY COORDINATES (NAD 83, 1986 ADJUSTMENT).



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.

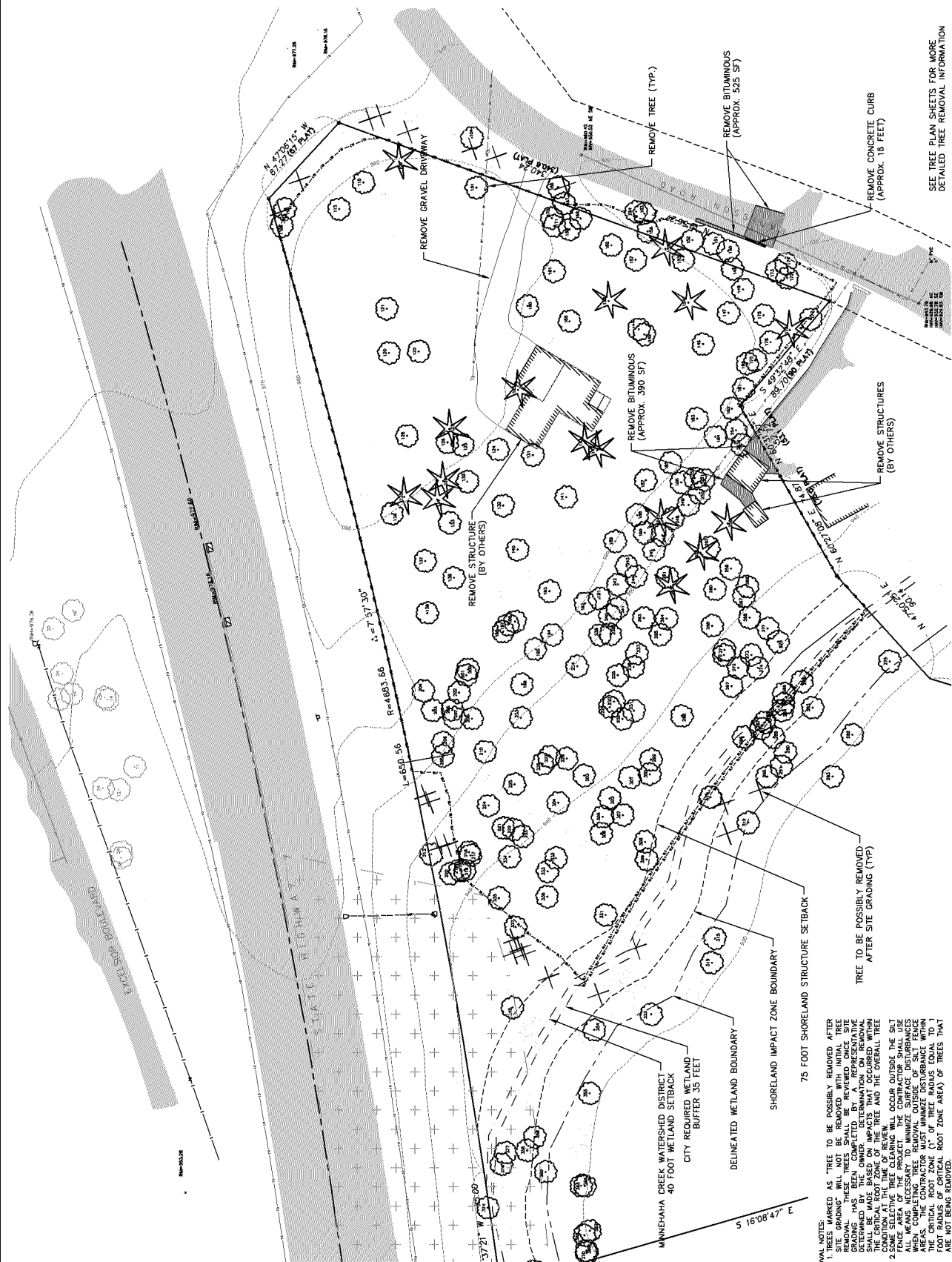
SIGNATURE: [Signature] DATE: 01/13/23

PRINTED NAME: LEE ELLERAND UENO: 41613

20430 RADISSON ROAD, SHOFERWOOD, MN 55449
EXISTING CONDITIONS AND REMOVALS

DESIGNED BY: KJE
APPROVED BY: KJE
DRAWN BY: LBE
JOB NUMBER: 500004E
CAD DATE: 02/21/22
CAD FILE: /E:\Conditions.dwg

SHEET
C2.0



SEE TREE PLAN SHEETS FOR MORE
DETAILED TREE REMOVAL INFORMATION



MAPLE SURFACE 20430 RADISSON ROAD SHOREWOOD, MN			
EXISTING	REQUESTED / PROPOSED		
R-1A	PUD - Planned Unit Development		
Use	1 Single Family Home	3 Two Units (R Units), 1 Single Home	
Property Area	5,058 sq. ft.	5,058 sq. ft.	
Impervious Surface	6,285 sq. ft.	45,500 sq. ft.	

AREA & IMPERVIOUS SURFACE SUMMARY	
AREA	IMPERVIOUS SURFACE AREA
LOT 1	4,700 SF
LOT 2	4,700 SF
LOT 3	4,700 SF
LOT 4	4,700 SF
LOT 5	4,902 SF
LOT 6	4,700 SF
LOT 7	4,700 SF
LOT 8 (COMMON LOT)	225,821 SF
DEVELOPMENT TOTAL	259,003 SF
AREA BELOW COMO OHW	98,781 SF
AREA BELOW WETLAND BOUNDARY	105,737 SF
PRIVATE STREET ONLY	13,173 SF
NET COMMON LOT (EXCLUDES WETLAND, OHW, STREET)	108,851 SF

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
PROJECT NAME: LEE CREEK
SHEET NO: 4101.3

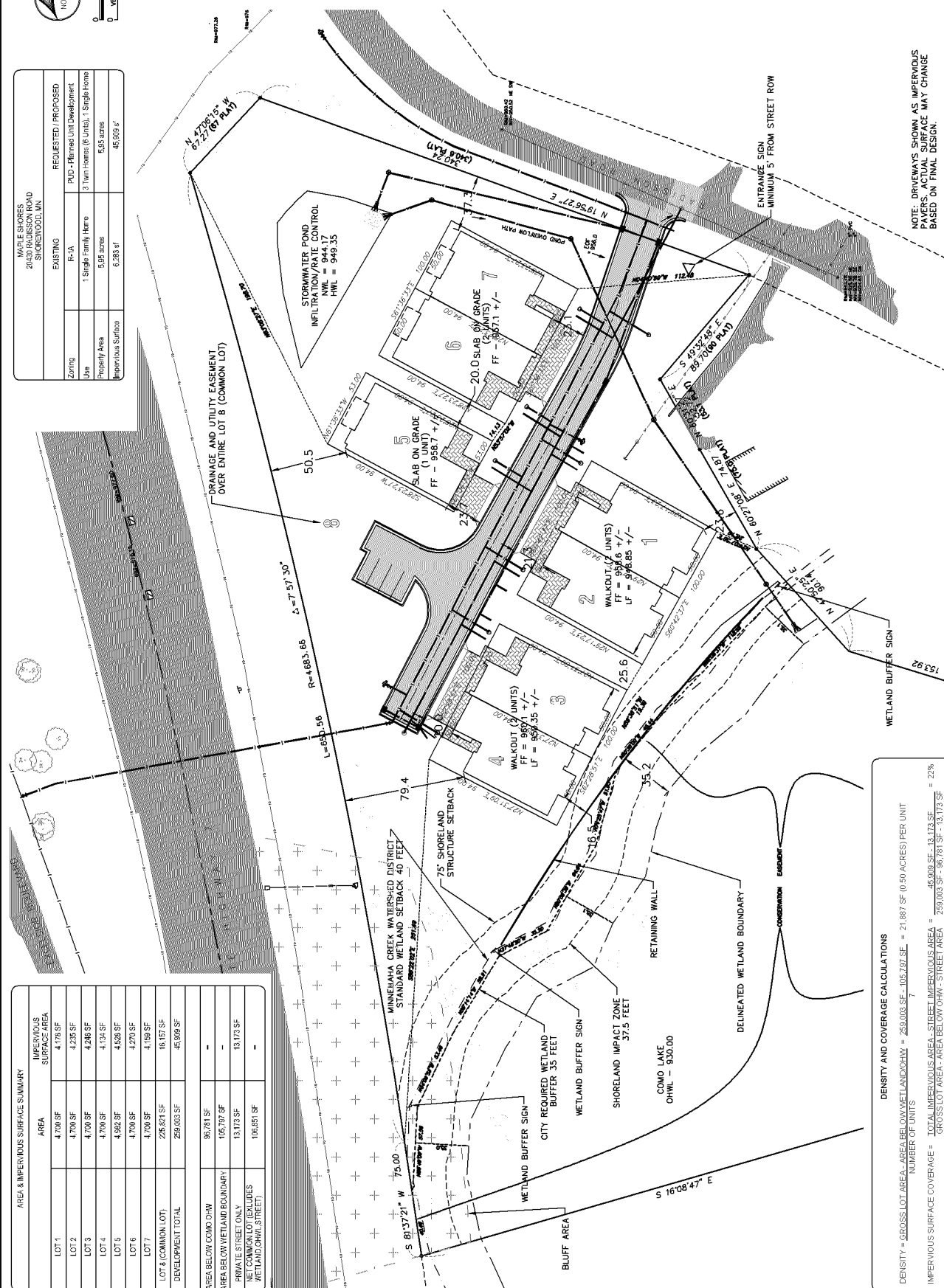
SITE PLAN
20430 RADISSON ROAD, SHOREWOOD, MN 55449

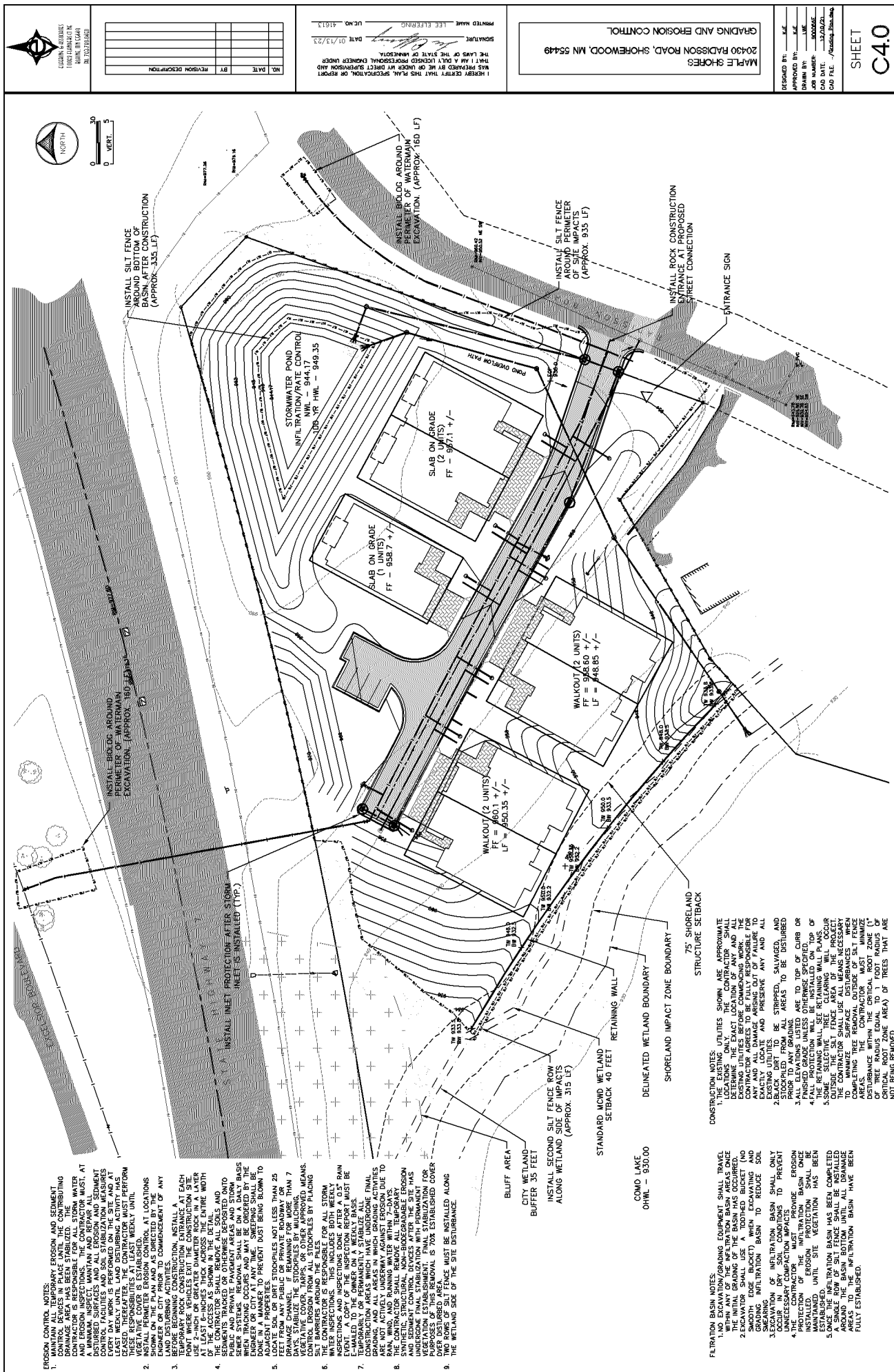
DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
PROJECT NAME: LEE CREEK
SHEET NO: 4101.3

SHEET
C3.0

NOTE: DRIVEWAYS SHOWN AS IMPERVIOUS PAVERS. ACTUAL SURFACE MAY CHANGE BASED ON FINAL DESIGN.

DENSITY AND COVERAGE CALCULATIONS
DENSITY = GROSS LOT AREA - AREA BELOW WETLAND/OHW = 259,003 SF - 105,737 SF = 153,266 SF (0.50 ACRES) PER UNIT
NUMBER OF UNITS = 45,500 SF / 13,173 SF = 22%
IMPERVIOUS SURFACE COVERAGE = TOTAL IMPERVIOUS AREA - STREET IMPERVIOUS AREA = 45,500 SF - 13,173 SF = 32,327 SF
GROSS LOT AREA - AREA BELOW OHW - STREET AREA = 259,003 SF - 80,781 SF - 13,173 SF = 165,049 SF







ELEVATION ASSOCIATES
10022 ELEVATION DRIVE
BLOOMING, MN 55440
PH. 762.700.0400

NO.	DATE	BY	REVISION DESCRIPTION

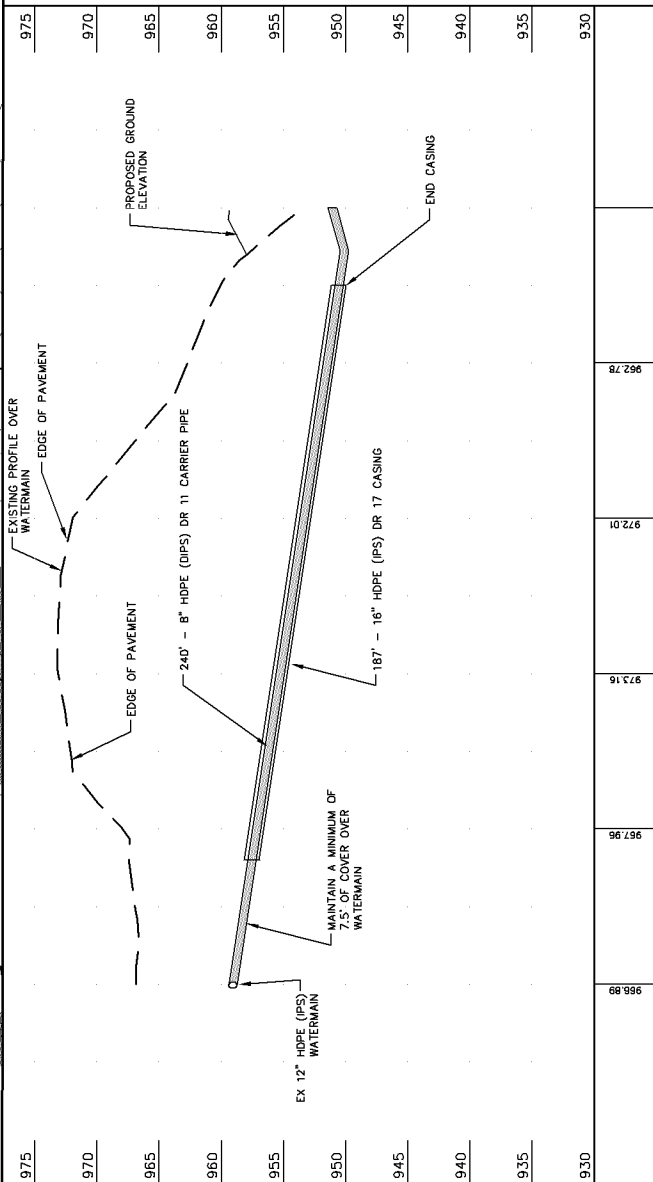
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
 WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
 THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER
 THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE _____
 DATE 01/13/23 _____
 PRINTED NAME LEE W. CLIFFING
 LIC. NO. 41813

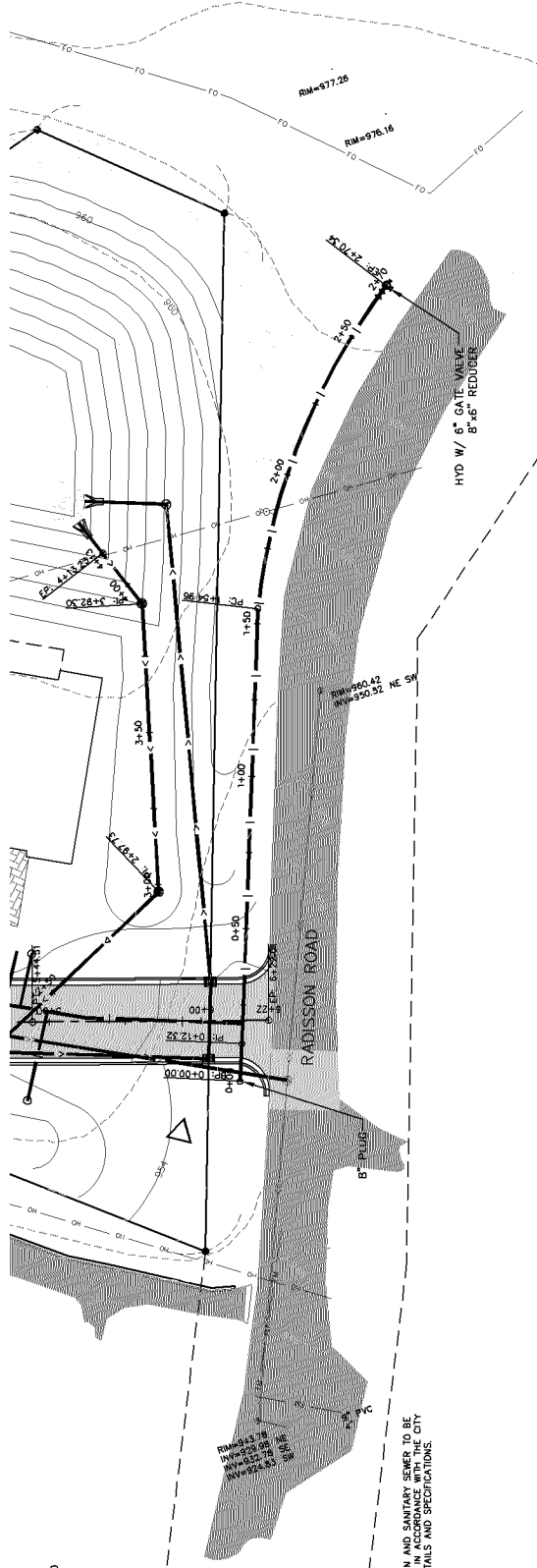
MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449
HIGHWAY 7 WATERMAIN CROSSING

DESIGNED BY: KJE
APPROVED BY: KJE
DRAWN BY: LWF
JOB NUMBER: 800004E
CAD DATE: 12/10/21

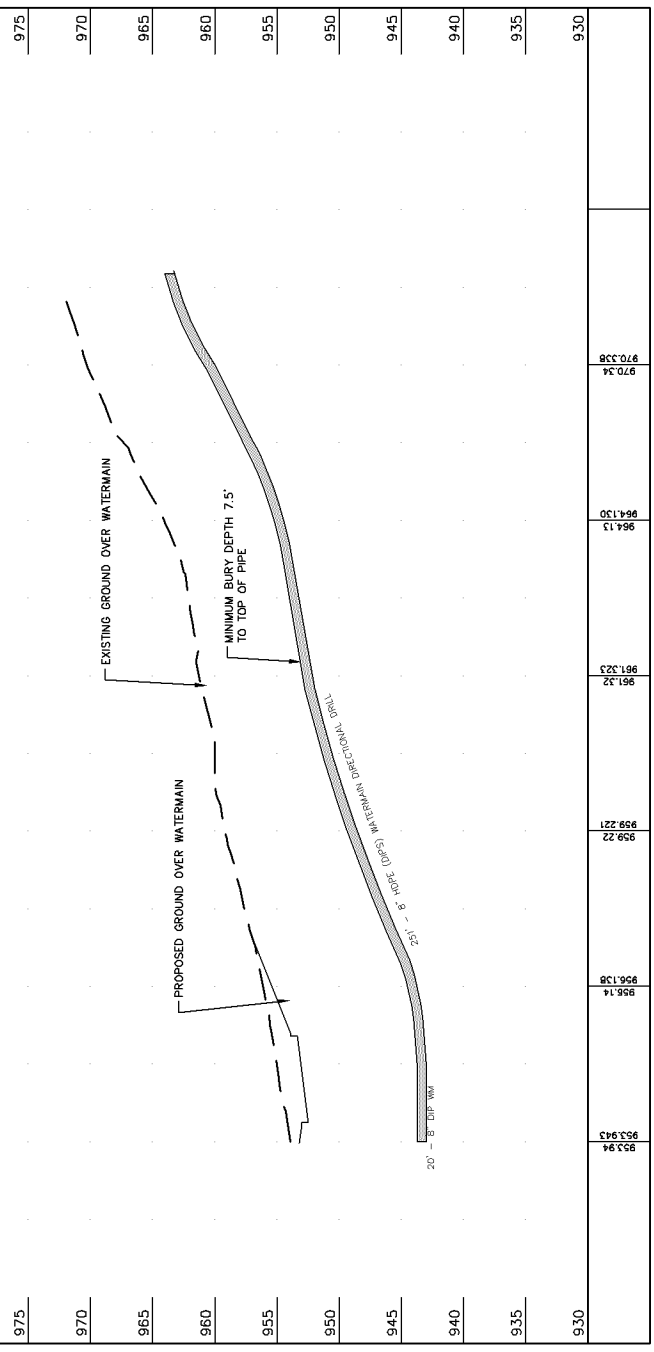
SHEET 05.0



RADISSON ROAD WATERMAIN



NOTES:
1. ALL WATERMAIN AND SANITARY SEWER TO BE CONSTRUCTED SHALL CONFORM TO THE CITY STANDARDS AND SPECIFICATIONS.



NO.	DATE	BY	REVISION DESCRIPTION

PRINTED NAME, LET W. EXTENS
DATE 01/13/23
SIGNATURE
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.

RADISSON ROAD WATERMAIN
20430 RADISSON ROAD, SHOREWOOD, MN 55449

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
JOB NUMBER: 20000000
CADD DATE: 01/13/23
CADD FILE: Proposed_Engineering.dwg

SHEET
C7.0



NO.	DATE	BY	REVISION DESCRIPTION

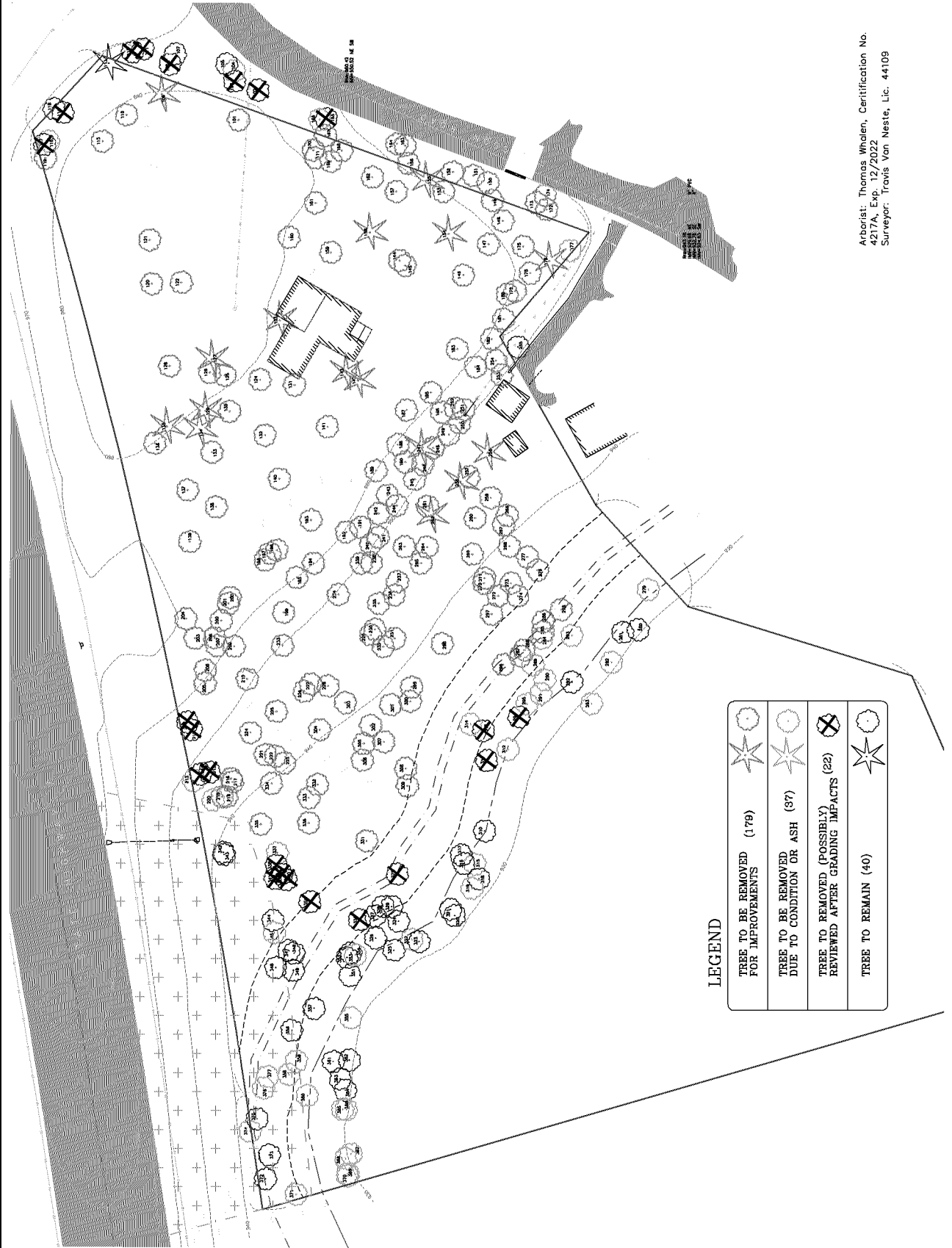
DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
PROJECT NAME: TREE REMOVAL
SHEET: T1.0

30430 RADISSON ROAD, SHOREWOOD, MN 55449
TREE PLAN

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
PROJECT NAME: TREE REMOVAL
SHEET: T1.0

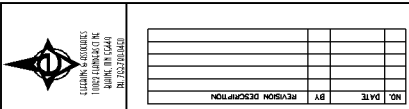
SHEET
T1.0

Arborist: Thomas Whalen, Certification No. 4217A, Exp. 12/2023
Surveyor: Travis Van Neste, Lic. 44109



LEGEND

	TREE TO BE REMOVED FOR IMPROVEMENTS (179)
	TREE TO BE REMOVED DUE TO CONDITION OR ASH (37)
	TREE TO REMOVED (POSSIBLY) REVIEWED AFTER GRADING IMPACTS (22)
	TREE TO REMAIN (40)



PRINTED NAME: LEE CLIFTON
DATE: 07/13/23
C:\NO_41613

MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449
TREE PLAN

APPROVED BY: J.E.
DATE: 06/24/23
CNO FILE: Tree Survey-2023-000000

SHEET
T2.0

Tag No.	Diameter (inches)	Species	Condition	Notes	Remove	Tag No.	Diameter (inches)	Species	Condition	Notes	Remove	Tag No.	Diameter (inches)	Species	Condition	Notes	Remove
101	28	Sugar Maple	P	Large open cracks	x	243	40	Black Locust	G		x	347	23	Cottonwood			
102		Box Elder	G		x (Possible)	244	15	American Elm	G		x	348	25	Cottonwood			
103	30	Black Locust	G		x (Possible)	245	16	American Elm	G		x	349		Willow	P	broken top	x
104	30	Black Locust	P	Rotten base	x	246	10	Black Locust	G		x	350	21	Cottonwood			(Condition)
105	10	American Elm	G		x	247	12	Red Pine	P	over 1/2 dead	x	351	30	Cottonwood			
106	20	Ash	G		x	248	18	American Elm	G		x	352	30	Cottonwood			
107	12	Apple	G		x	249	11	Slippery Elm	G		x	353	11	Elm	G		x
108	18	Basswood	G		x (Possible)	250	24	Slippery Elm	G		x	354	20	Cottonwood			
109	15	Spruce	P	over 1/2 dead	x	251	24	Slippery Elm	G		x	355	36	Cottonwood			
110	22	Sugar Maple	P	Rotten base/large crack	x	252	16	American Elm	G		x	356	18	Cottonwood			
111	36	Sugar Maple	G		x (Possible)	253	42	Black Locust	G		x	357	12	Cottonwood			
112	12	Hackberry	G		x (Possible)	254	27	Black Locust	G		x	358	11	Cottonwood			
113	8	Red Pine	G		x (Possible)	255	27	Black Locust	G		x	359	20	Cottonwood			
114	29	Box Elder	G		x (Possible)	256	22	Red Pine	G		x	360	28	Cottonwood			x (Possible)
115	23	Sugar Maple	G		x	257	14	Sugar Maple	G		x	361	8	Ash			x
116	14	Ash	G		x	258	10	Red Pine	P	1/2 dead	x	362	18	Ash	G		x
117	12	Mulberry	P	leaning 1/2 dead	x	259	12	Ash	G		x	363		Box Elder			x
118	15	Black Locust	G		x	260	13	Ash	G		x	364	12	Red Oak	G		x
119	12	Black Locust	G		x	261	18	Black Locust	G		x	365	35	Cottonwood		Leans toward Hwy 7	x
120	22	Black Walnut	G		x	262	16	Red Pine	G		x	366	60	Cottonwood		HUGE	x
121	14	Black Walnut	G		x	263	12	Black Locust	G		x	367		Box Elder			x (Possible)
122	16	Paper Birch	P	Insects/burth bore	x	264	15	Ash	G		x	368	10	Ash			x
123	30	White Cedar	G	leaning	x	265	25	Hackberry	G		x	369	10	Ash		Leaning	x
124	23	White Poplar	G		x	266	18	Ash	G		x	370		Box Elder			x (Possible)
125	14	Ash	G		x	267	15	Ash	G		x	371		Box Elder			x (Possible)
126	10	Ash	G		x	268	21	Ash	G		x	372		Box Elder			x (Possible)
127	30	White Cedar	G		x	269	13	Ash	G		x	373		Box Elder			x
128	36	Sugar Maple	G	crack in stem	x	270	10	Ash	G		x	374	13	Ash	G		x
129	18	Red Pine	G		x	271	16	Ash	G?	Might EAB	x	375	16	Ash	G		x
130	30	Ohio Buckeye	G		x	272	11	Ash	G		x	376		Box Elder			x
131	12	Ash	G	3 multi-stem	x	273	26	Ash	P	large crack	x	377		Box Elder			x
132	26	Sugar Maple	P	leaning and hollow trunk	x	274	30	Elm	H	dead	x	378		Box Elder			x (Possible)
133	26	Ohio Buckeye	G	multi-stem	x	275	40	Black Locust	G		x						
134	14	Blue Spruce	P	1/2 dead	x	276		Box Elder			x						
135	12	Red Pine	P	1/2 dead	x	277	12	Ash	G		x						
136	21	Sugar Maple	G		x	278		Box Elder			x						
137	18	Ohio Buckeye	G	crack in base	x	279	18	Ash	P	hollow rotten trunk	x						
138	42	Norway Maple	G	3 multi-stem	x	280		Box Elder			x						
139	45	Black Locust	G	large broken hanging limb	x	281		Box Elder			x						
140	24	Mulberry	G		x	282	24	Ash	G		x						
141	72	Black Locust	P	very rotten base	x	283	16	Ash	G		x						
142	11	Spruce	P	90% dead	x (Possible)	284	14	Ash	G?	EAB?	x						
143	14	Spruce	P	1/2 dead	x	285	13	Ash	G		x						
144	15	Mulberry	G		x (Possible)	286	11	Ash	G		x						
145	18	Mulberry	P	large crack	x	287	11	Ash	G		x						
146	25	Paper Birch	G		x	288		Box Elder			x						
147	28	Norway Maple	P	hollow rotten trunk	x	289	12	Ash	G		x						
148	16	Black Locust	G		x	290	10	Ash	G		x						
149	20	Black Locust	G		x	291	10	Ash	G		x						
150	18	Black Locust	G		x	292	12	Ash	G		x						
151	24	Black Locust	G		x	293	12	Ash	G		x						
152	19	Slippery Elm	G		x	294	52	Cottonwood	G		x						
153	12	Mulberry	G		x	295	10	Ash	G		x						
154	18	Spruce	P	1/2 dead	x	296	11	Ash	G		x						
155	15	Red Pine	P	1/2 dead	x	297	12	Ash	G		x						
156	16	Black Locust	G		x (Site Triangle)	298	18	Ash	G		x						
157	36	Norway Maple	P	Rotten trunk	x	299	18	Ash	G		x						
158	14	Spruce	P	1/2 dead	x	300	30	Box Elder	P	Rotten top	x						
159	20	Ash	G		x	301		Box Elder			x						
160	30	Honey Locust	P	Very rotten trunk	x	302		Box Elder			x						
161	15	Ginko	G		x	303		Box Elder			x						
162	24	Black Walnut	G		x	304	42	Poplar	G		x						
163	18	Honey Locust	G		x	305		Box Elder			x						
164	14	Red Oak	G		x	306	15	Ash	G		x						
165	12	Mulberry	P	Leaning over road	x (Possible)	307	25	Ash	G		x						
166	11	Ash	P	Leaning over road	x	308	17	Ash	G		x						
167	11	Hackberry	G		x	309	25	Poplar	P		x						
168	12	Red Pine	G		x	310	15	Willow	P		x						
169	21	Red Pine	G		x	311		Box Elder			x						
170	10	Ash	G		x	312	14	Ash	G		x						
171	12	European Mountain Ash	G		x	313		Box Elder			x						
172	14	Black Walnut	G		x	314	14	Ash	G		x						
173	4	Black Locust	G		x	315	18	Cottonwood	G		x						
174	17	Black Locust	G		x	316	18	Cottonwood	G		x						
175	16	Spruce	P	over 1/2 dead	x	317	12	Mulberry	P	leaning 1/2 dead	x						
176	6	White Pine	G		x	318	15	Black Locust	G		x						
177	12	Mulberry	P	leaning 1/2 dead	x	319	15	Black Locust	G		x						
178	15	Black Locust	G		x	320	17	Black Locust	G		x						
179	12	Black Locust	G		x	321	16	Black Locust	G		x						
180	17	Hackberry	G		x	322	9	Ash	G		x						
181	12	Hackberry	G		x	323	9	Ash	G		x						
182	25	Black Locust	G		x	324	10	Mulberry	G		x						
183	10	Mulberry	G		x	325	27	Honey Locust	G		x						
184	33	Black Locust	G		x	326	13	Black Walnut	G		x						
185	27	Ash	P	over 1/2 dead	x	327	25	Black Walnut	G		x						
186	13	Honey Locust	G		x	328	13	Black Locust	P	over 1/2 dead	x						
187	25	Black Walnut	G		x	329	26	Silver Maple	G		x						
188	13	Black Locust	G		x	330	14	Box Elder	G		x						
189	26	Silver Maple	G		x	331	18	Box Elder	G		x						
190	14	Black Locust	G		x	332	18	Norway Maple	P	rotten hollow base	x						
191		Box Elder	G		x	333	9	Hackberry	G		x						
192	18	Black Locust	G		x	334	30	Slippery Elm	G		x						
193	26	Norway Maple	P	rotten hollow base	x	335	15	Black Locust	G		x						
194	9	Hackberry	G		x	336	30	Black Locust	G		x						
195	30	Slippery Elm	G		x	337	15	Black Locust	G		x						

STATE HIGHWAY 7
 PROJECT LOCATION: MAPLE SHORES (SHEET 1)

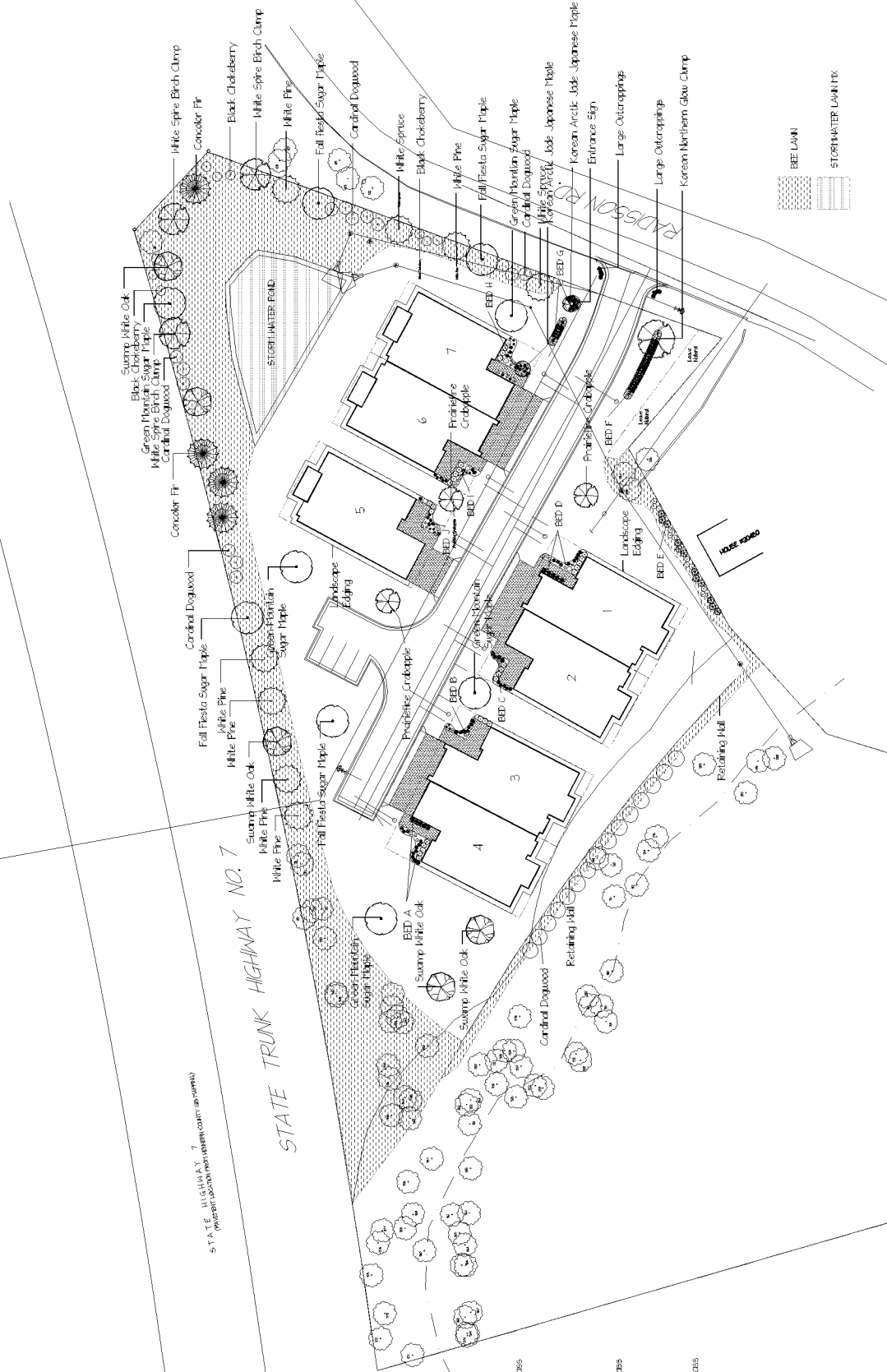
STATE TRUNK HIGHWAY NO. 7

- Bed A
 Maple Daley Asilbe
 Blueberry Thirtin Hella
 Golden Tara Hella
 Purnson Blue Nepela
 Autumn Joy Sedum
 Autumn Yau
- Bed B
 Maple Daley Asilbe
 Korean Feather Reed Grass
 Golden Tara Hella
 Thirtin All Fells Hs
 Annabelle Hydrangea
- Bed C
 Maple Daley Asilbe
 Rozanne Geranium
 Golden Tara Hella
 Tanton Yau
- Bed D
 Maple Daley Asilbe
 Blueberry Thirtin Hella
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed E
 Maple Daley Asilbe
 Korean Feather Reed Grass
 Golden Tara Hella
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed F
 Maple Daley Asilbe
 Korean Feather Reed Grass
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed G
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed H
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Festiva Thirtin Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed I
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed J
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed K
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed L
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed M
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed N
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed O
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed P
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed Q
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed R
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed S
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed T
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau
- Bed U
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
 Thirtin All Fells Hs
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 Autumn Joy Sedum
 Tanton Yau
- Bed V
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- Bed Y
 Korean Feather Reed Grass
 Apricot Sparkle Daylily
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 Purnson Blue Nepela
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 Thirtin All Fells Hs
 Purnson Blue Nepela
 Autumn Joy Sedum
 Tanton Yau

DESIGNING
Nature
 LANDSCAPING SERVICES
 332 RED FOX DRIVE HAVEL, MN 55340

Notes:
 #Double Shredded Hardwood Mulch be installed in front of each home.
 #2-4" River Rock install on both sides and back of house in landscape bed.
 #4 Double Shredded Hardwood Mulch be installed in landscape bed around sign and landscape beds along driveway and parking area.
 #All new trees planted in turf grass area will have double shredded hardwood mulch installed around.
 #All area that are not bee lawn or stormwater seed mix will be sod.

MAPLE SHORES			
LANDSCAPE PLAN			
DATE	01/05/2025	DESIGNED BY	MAPLE SHORES
SCALE	1" = 30'	CHECKED BY	MAPLE SHORES
PROJECT	SURAH NOTCH	DATE OF PLOT	11/20/23



DEVELOPMENT AND PUD AGREEMENT

MAPLE SHORES PUD

AGREEMENT dated _____, 2023, by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation, 5755 Country Club Road, Shorewood, MN 55331 ("City"), and Chamberlain Capital, LLC., a Minnesota Limited Liability Company (the "Developer").

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

Lot 24, Radisson Inn Addition, and Tracts A, B, C, D, H, I, J, and K, Registered Land Survey No. 730, all in Hennepin County, Minnesota.

2. CONDITIONS OF PLAT AND PUD APPROVAL. The City Council, at its August 22, 2022 meeting, considered and granted PUD Concept and Development Stage Approval and Preliminary Plat approval as set forth in resolutions nos. 2022-078 and 2022-079 and incorporated herein by reference. The City Council, at its March 27, 2023 meeting, considered and granted final plat approval as set forth in resolution no. 2023-035 and incorporated herein by reference. The City considered and granted PUD Final Plan approval as set forth in the letter dated March XX, 2023 and incorporated herein by reference. The Developer shall comply with the conditions of approval as adopted by the City Council and set forth in resolutions nos. 2022-078, 2022-079, 2023-035, and the letter dated March XX, 2023, which are incorporated as if fully set forth herein.

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

- A. this agreement has been fully executed by both parties and filed with the City Clerk;
- B. the Developer has executed and recorded with Hennepin County all drainage and utility easements required for the plat by the City Engineer in the City's standard form or the easements have been dedicated to the City on the plat;
- C. the Developer has executed and recorded the applicable and required Storm Water Maintenance and Encroachment Agreement with Hennepin County;
- D. the Developer has executed and recorded any other easement required by Shorewood City Code;

- D. the necessary security has been received by the City from or on behalf of the Developer;
- E. the necessary insurance for the Developer and its construction contractors has been received by the City;
- F. the plat has been filed with the Hennepin County Recorder or Registrar of Titles' office;
- G. final constructions plans and specifications have been submitted by the Developer and approved by the City Engineer;
- H. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the financial guarantees and Administration Escrow required by this Agreement;
- I. the Developer has paid any outstanding assessments and taxes for the property or any property being deeded to the City;
- J. the Developer has fulfilled any park dedication and other fee requirements as specified under this Agreement;
- K. the Developer has received all necessary permits from all other agency having jurisdiction over the plat;
- L. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer and City staff; and
- M. the City has issued a written notice that all the above conditions have been satisfied and the Developer may proceed.

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

5. DEVELOPMENT PLANS. The plat shall be developed in accordance with the plans and specifications, dated January 23; February 7; and March 9, 2023 prepared by Gronberg and Associates and Anderson Engineering of Minnesota, and all revisions thereto, received and approved by the City Engineer and Planning Director incorporated herein as listed below. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

- Plan A - Plat
- Plan B - Final Grading, Drainage, and Erosion Control Plan
- Plan C - Plans and Specifications for Public Improvements
- Plan D – Development Lighting Plan
- Plan E – Site Plan
- Plan F – Tree Preservation Plan
- Plan G - Landscape Plan

- 6. IMPROVEMENTS.** The Developer shall install and pay for the following:
- A. Sanitary Sewer System

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

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

All construction activities shall be confined to the following hours: Monday – Friday, 7:00 a.m. until 7:00 p.m.; and Saturday, 8:00 a.m. until 5:00 p.m. Construction activities are not allowed on Sundays.

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

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

- Public Street
- Utilities
- Grading

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

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

7. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in

which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public Improvements identified in Paragraph 6 above.

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

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

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

10. TIME OF PERFORMANCE. The Developer shall install all required public Improvements by November 30, 2023, with the exception of the final wear course of asphalt on private streets. The final wear course on private streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Final wear course on public streets (Radisson Road) shall be placed during the initial season of work. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

The City, its engineer, building official, planning director or their designated agents shall periodically inspect the Improvements installed by the Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for the sole benefit of the City. The Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. The Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or its designated agents to allow the City an opportunity to inspect the improvement work requiring inspection by city engineer. The Developer shall notify the City engineer at least two (2) full working days prior to the

commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should the Developer fail to timely notify the City to allow the City to inspect the work, the City may at the City's option, require the Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

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

12. EROSION AND WEED CONTROL. Prior to initiating site grading, the erosion control plan, Plan sheets C4.0, C10.0 and C11.0, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MCWD/MPCA Stormwater Permit for Construction Activity or within 7 days, whichever is sooner. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the City/MCWD/MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security or administrative escrow, identified in Sections 21 and 28, to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

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

The City is a Bee Safe community and all products used shall consistent with the best practices for residential properties on the city's website and those products that do not use the

word “Danger” when indicating toxicity. Products with “Warning” should be used sparingly and not broadcast.

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

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

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

15. MONUMENTATION OF LOT AND BLOCK CORNERS. In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released and prior to issuance of building permits.

The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading has been completed by the Developer in order to preserve the lot markers for future property owners. More monuments may be required by the City engineer to serve the area. The Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Shorewood's Zoning Regulations so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost by activities of the Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by the Developer at Developer's cost.

No security shall be released for this item until this Section is satisfied.

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

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

18. LOCAL SANITARY SEWER AREA CHARGE. Property is subject to a storm sewer area charge of **\$7,200**. The area charge is based on the number of homes proposed (7) less one unit credit for the existing home that is already connected to municipal sewer. The charge is calculated as follows:

$$6 \text{ homes} \times \$1,200 = \$7,200$$

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

19. WATERMAIN AREA CHARGE. Property is subject to a watermain area charge of **\$10,000**. The area charge is based on number of proposed homes times the standard fee and is calculated as follows:

6 twin homes times \$7,500 = \$45,000 plus
1 single family home times \$10,000 = \$10,000
Total: \$55,000

The developer is eligible for credit toward this charge for extending the cost of the public watermain into and up to the northerly extent of the development. Accordingly to the Developer's engineering estimate, the cost of installing the watermain will exceed the watermain area charges and no cash payment would be necessary for this development. Credit for the cost of installing the watermain shall not exceed the fee calculated above. However, the Developers Watermain Area Charge is satisfied and Developer is obligated to pay \$0.

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

20. PARK DEDICATION. The Developer shall pay a cash contribution of **\$39,000** in satisfaction of the City's park dedication requirements. The charge was calculated as follows:

Seven new homes less credit for the one existing home times \$6,500 = \$39,000.

21. Escrow. Prior to release of the plat for recording, the Developer shall pay to the City an escrow deposit in the amount of \$6,000 (the "Escrow"). The Escrow will be deposited on account and remain there until completion of all work related to the subdivision as outlined in paragraph 3. The City reserves the right to apply any portion of the Escrow toward a delinquent payment, emergency repair, or to apply final billing for planning, engineering or legal services paid for by the City. The City shall return to the Developer all excess funds on deposit within 60 days after the completion of the warranty period for the items in Section 6.

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

A. Park Dedication	\$39,000
B. Local Sanitary Sewer Availability Charge	\$7,200
C. Watermain Area Charge	\$0
D. Administrative Escrow	<u>\$6,000</u>
TOTAL CASH REQUIREMENTS	\$52,500

23. CONSTRUCTION ACCESS. Construction traffic access and egress for is restricted to access the subdivision to Old Market Road via Radisson Road. No construction traffic is permitted on other adjacent local streets or on Radisson Road west of the development.

24. LANDSCAPING. The Development shall be subject to landscaping requirements as set forth in the Landscaping Plan, the Tree Preservation Policy and City Code Chapters 1103, 1201, and 1202. Except that area needed for construction of the units and weather permitting, the trees, sod, and seed shall around the periphery of the site shall be planted with landscaping by **September 30, 2023**. The landscaping near and around each pad shall be completed when the adjacent home receives a certificate of occupancy, or by June 15th following occupancy if occupancy occurs October 1st through April 30th.

All trees shall be warranted to be alive, of good quality, and disease free for two (2) years after planting. Any replacements shall be warranted for twelve (12) months from the time of City acceptance, following inspection. The Developer is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Seventy Five percent (75%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining twenty-five percent (25%) will be released after the landscaping inspection and any warranty work has been completed. The surety for landscaping is included in Section 28 of this Agreement.

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

25. WETLAND BUFFER. The Developer shall comply with the requirements of the Wetland Developments Code (Chapter 1102 of City Code) and the Wetlands Conservation Act of 1991 [Minn. Stat. 103 G.221 et. seq. (hereinafter referred to as the WCA)]. The buffer areas adjacent to wetlands shall be maintained in their natural state consistent with the conservation easements recorded with the Hennepin County Recorder or Registrar of Titles against the Property.

Wetland buffers shall be identified within each lot or outlot by permanent monuments approved by the City. A monument is required at each lot line where it crosses a wetland buffer strip and as necessary to establish required setbacks from the wetland buffer strip and as shown on the final grading plan, as approved by the Planning Director/City Engineer. Monuments shall be placed within 60 days of completion of site grading or prior to issuance of a building permit (except for one model permit), whichever occurs first.

Prior to release of the financial guarantees for this item, the Developer's engineer/surveyor shall certify all wetland buffer monuments are in place per the approved plan.

26. SPECIAL PROVISIONS. The following special provisions shall apply to the Maple Shores plat/PUD development:

- A. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

- B. The Maple Shores PUD is approved to allow one single-family home and six two-family homes as permitted uses subject to the terms and conditions of the resolutions listed above.
- C. The permitted accessory uses within the development shall be as allowed in the R-1D zoning district, except that the following are prohibited: The storage or parking of recreational vehicles or equipment outside the attached garage; detached accessory buildings, including but not limited to tool sheds, greenhouses, conservatories, and the like; and no garage space may be rented to other persons.
- D. Maintenance of stormwater features for treatment, volume control and rate control within the PUD shall be the responsibility of the HOA.
- E. The total impervious surface on each lot within the plat shall not exceed the amount shown on the grading plan.
- F. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for the homes abutting the retaining wall is required to be built.
- G. The development standards shall consist of the following:
 - 1) Minimum setbacks from the property lines shall be as follows:
 - a. From the Radisson Road right-of-way: 35 feet
 - b. From the Highway 7 right-of-way: 50 feet
 - c. From the curb of the private street to the garage doors: 20 feet
 - d. From the interior side property lines: 10 feet
 - e. From the wetland buffers: 15 feet
 - f. No dwelling unit may extend beyond the unit lot lines into the common area and the HOA documents shall be drafted to reflect the restriction.
 - 2) Height: No dwelling shall exceed 35 feet or as shown on the plans submitted May 19, 2022, whichever is less.
 - 3) A minimum of two spaces in the garage shall be reserved for parking of personal vehicles.
- H. The HOA shall be responsible for maintaining the buffer and wetland buffer monuments.
- I. A subdivision sign shall be permitted with this development subject to the limitations in 1201.03 Subd. 11 e. (1) (a) and shall be at least five feet from public rights-of-way.
- J. The required lot areas and widths for each residential property shall be as shown and approved on the final plat.
- K. The final plat for the PUD include an outlot which shall be owned and maintained by the Homeowners' Association (the HOA") as common open space, including a privately-owned access drive, bollard lighting, storm water management features, and one monument sign consistent with the size limitations, height, setback, permit and glare requirements of the zoning regulations in City Code Chapter 1201. Benches for resident use or fences may also be installed, subject to City approval. No other structures are permitted.
- L. The private street shall be designed to fire code standards.

- M. Model home: One model home with a sales office shall be permitted subject to the following:
- 1) The model home/sales office is allowed until permits are issued for all four structures. At that point, it must be converted back to a home and the parking area removed.
 - 2) Any lighting for the model home shall be limited by the lighting regulations in Chapter 1201.03 Subd. 2. v. and shall be turned off one hour after the real estate office closes or 8 p.m., whichever is earlier.
 - 3) Temporary signage for the model home is limited to a combined total of 30 square feet in no more than two signs.
 - 4) A handicapped accessible port-a-potty shall be provided adjacent to the model home unless handicapped accessible facilities are provided within the unit.
 - 5) No commercial flags and no pennants, banners or streamers shall be installed on the property.
 - 6) The model home permit shall not be issued until the utility work is complete and the curbs and aggregate base of the street is constructed.
 - 7) The model home permit shall not be issued until the grades for the affected lot have been certified as required by Section 13.
 - 8) The Developer and/or assigns agree to be solely responsible for setting elevations and placement of these structures and hereby releases and holds the City harmless from any damage associated therewith, including access problems, fire protection, drainage and erosion.
 - 9) The Developer and/or assigns also agree that this construction will be done in a manner that will not interfere with the construction of the public Improvements, if any.
 - 10) No sewer and water connections or inspections may be conducted and no one may occupy the model home building until the streets needed for access have been paved with the 1st layer of bituminous surface and the utilities have been accepted by the City Engineer.
 - 11) No one may occupy the model home building until a Certificate of Occupancy for such house is issued by the City and that such model homes shall comply with all other requirements of this Agreement and the PUD.
 - 12) The model home shall comply with the terms of this Agreement and the PUD within twelve months of the issuance of the building permit.
 - 13) Model home lots shall be sodded and landscaped pursuant to the terms of this Agreement and the landscaping plan.
- N. The Developer shall enter into an encroachment agreement defining coordination requirements and responsibility for private street repairs over the public utilities.

27. Surety for Improvements. For the purpose of assuring and guaranteeing to the City that the Improvements shall be constructed, installed and furnished by the Developer as listed in Section 6, according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in Section 6 and that the Developer pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer agrees to furnish to the City either a cash deposit or an irrevocable letter of credit approved by the City (the "Surety") in an amount equal to 150% of the total cost of said Improvements estimated by the Developer's engineer and approved by the City Engineer.

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

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

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public Improvements, and construction of all public Improvements, the Developer shall provide a security. This security shall be submitted prior to any grading, tree removal or other construction activity; issuance of any permit for the development, or the release for recording of the Final Plat. The security shall be in the form of either an irrevocable Letter of Credit ("Letter of Credit") whose form shall be subject to approval of the City Attorney or a Cash Deposit ("Cash Deposit") (the Letter of Credit and Cash Deposit collectively the "Security"). The amount of the Security shall be 150% of the Developer's actual accepted bids for the Improvements ("security") which shall be in the amount of **\$1,484,361**. The amount of the Security was calculated as shown below.

Site Grading	\$124,331
Removals	\$53,205
Street Construction	\$112,228
Sanitary Sewer	\$74,956
Watermain	\$205,383
Storm Sewer	\$125,361
Erosion Control	\$16,123
Retaining Wall	\$186,713
Landscaping, Tree Preservation and Lighting	<u>\$91,275</u>
Total	\$989,574
150% Total	\$1,484,361

The attached breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City. The City may draw down the security, without notice, for any violation of the terms of this Agreement. If the required public

Improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default.

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

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

30. ISSUANCE OF BUILDING AND OCCUPANCY PERMITS

The Developer agrees and understands that no building permit for any dwelling to be constructed within the Development will be issued by the City, except the model home as outlined in Section 26, until requirements of the Agreement are completed and after the following minimum improvements have been completed to the satisfaction of the City Engineer:

- (1) grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, and fire hydrants;
- (2) submission to the City of an as-built grading plan has been completed and certified in writing in compliance with Section 13;
- (3) submission of a survey consistent with Plan B for the lot for which the building permit is being requested; and
- (4) first lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.

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

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

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

31. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and the development of the plat and/or the subdivision, including without limitation of and administration of rights and responsibilities under this Agreement. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees incurred or paid at any time by the City in relation to the development of this Project, including but not limited to enforcement of this Contract, a condemnation action, or any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Property or the Project. The costs set forth in this paragraph may be paid from the Security required by Section 28 or the Administrative Escrow required by Section 21.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), and other building or building-related permit fees.

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

33. DEVELOPER'S DEFAULT.

A. Events of Default. The following shall be “**Events of Default**” under this Agreement:

- i. Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.
- ii. If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- iii. If the Developer shall file a petition under the federal bankruptcy laws.
- iv. If the Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
- v. If the Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays hereof and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
- vi. The Developer giving notice of intent not to renew the Security.

B. Notice/Remedies of Default. With the exception of defaults occurring under Section 33A, regarding the maintenance or renewal of the Developer's Security, whenever any Event of Default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at Developer's notice address in Section 35 or as subsequently amended in writing. If the Developer fails to cure the Event of Default within ten (10) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:

- i. Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
- ii. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- iii. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- iv. If the Event of Default is the failure of Developer to complete, construct, install, or correct the Improvements in accordance with this Agreement, the City may perform the work and the Developer shall reimburse the City for its expenses. This provision shall be a license granted by the Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its

rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement or any other remedy available. The City may also, at its option, specially assess the costs against the Property.

- v. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.
- vi. Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

34. MISCELLANEOUS.

- A. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - i. The Developer is a duly organized corporation under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement.
 - ii. The Developer is the owner in fee simple of the property and has marketable title to the real estate described in the plat of Maple Shores.
 - iii. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developer is a party or by which it, or its property, is bound.
 - iv. There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform its obligations under this Agreement.
 - v. The Developer will comply with and promptly perform all of the Developer's obligations under this Agreement and all related documents and instruments.
- B. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: PUD requirements, subdivision and zoning regulations, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- C. Third parties shall have no recourse against the City under this Agreement.
- D. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- E. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- F. If building permits are issued prior to the acceptance of public Improvements, the Developer assumes all liability and costs resulting in delays in completion of public Improvements and damage to public Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing,

signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- H. Recording. This Agreement shall run with the land and be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public Improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Agreement including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

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

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

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

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

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

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

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

- J. Indemnification. To the fullest extent permitted by law, and in addition to the responsibility outlined in Section 31 (B), Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.
- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- M. Until all Improvements of the Developer have been fully completed, the Developer shall not voluntarily sell, assign or transfer Developer's interest in the project or any part thereof without the written consent of the City, which shall not be unreasonably withheld, with the exception of items (i), (ii), and (iii) below:
 - (i) a transfer by the Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Developer;
 - (ii) grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to the construction of the Project; or
 - (iii) conveyance of any easements necessary for the Project.

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

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

Paul and Liza Cameron
Chamberlain Capital, LLC.
3918 Willmatt Hill
Minnetonka, MN 55305
952.649.7653
Paul@Chamberlaincap.com or Liza@Chamberlaincap.com

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

Planning Director
City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331
952-960-7912
planning@ci.shorewood.mn.us

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



**BOLTON
& MENK**

Real People. Real Solutions.

2638 Shadow Lane
Suite 200
Chaska, MN 55318-1172

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

MEMORANDUM

Date: March 16, 2023
To: Marie Darling, Planning Director
From: Matt Bauman, PE, Andrew Budde, PE
Subject: 20430 Radisson Road/Maple Shores Final Plat
City of Shorewood
Project No.: 0C1.123603

The following documents were submitted for review of compliance with the City of Shorewood's Local Surface Water Management Plan and Engineering Standards:

- Certificate of Survey dated 12/19/2021
- Civil Plans revised dated 1/13/2023
- Stormwater Drainage Report revised dated 10/28/2022
- Infiltration Report dated 9/22/2022
- Stormwater Maintenance Plan dated 10/17/2022
- Landscape Plan revised dated 1/5/2023
- Response letter to Bolton & Menk 8/17/2022 comments

This review included the documents listed above and additional prior PUD Preliminary Plat Application materials, primarily dealing with grading, modelling and stormwater management. A marked-up construction plan is included with this review to clarify some comments.

General

1. Public infrastructure shall be constructed in accordance with City Standard Details and Specifications.
 - a. Replace sanitary sewer and water details and add note for to use section of RDW-2 for Radisson Road patch in accordance with City Standard Details provided.
2. Prior to the start of any construction, permits shall be secured with the following at a minimum:
 - a. MnDOT right of way and drainage
 - b. Minnehaha Creek Watershed District – conditional approval noted
 - c. MPCA Construction General Permit
 - d. Minnesota Department of Health
 - e. Metropolitan Council Environmental Services – approved
3. Update and complete the encroachment agreement for coordination between the development and City for future roadway and utility repairs.
4. Send updated construction cost estimates.
5. Include STOP sign and private street sign at intersection.

Utilities

6. Update utilities on north side of highway 7 based on asbuilts provided and additional field shots as required.
7. Open cut watermain shall be C900 PVC DR 18. Hydrant leads to remain DIP. Water services to be PE. Hydrants shall have 4" STORZ pumper nozzles.
8. Southern termination of the new watermain along Radisson Road shall be minimum of 8-feet from the edge of the back of curb so a future connection will not need to disturb the roadway.
9. The high point of the watermain along the private road should be at the northern hydrant in order to not trap air or direct air into a house; shift the high point to the hydrant.
10. Modify the termination at the north end along Radisson Road to include a tee and gate valve, moving the hydrant closer to the road.
11. Add additional gate valves for controls.

Storm Sewer and SWPPP

12. Incorporate comments from SWPPP checklist including:
 - a. List person who will oversee implementation once Contractor is selected.
 - b. Provide training documentation for person to conduct inspections.
13. Recommend to include profile views of the storm sewer runs:
 - a. CB-6 to CB-5
 - b. MH 3 to FES-1
14. Insulation shall be provided between watermain and storm sewer if there is less than 3-feet of separation.
15. Provide erosion control around area that will be disturbed to install FES-2
16. Owners of private stormwater facilities shall enter into an agreement with the City describing responsibility for the long-term operation and maintenance of the stormwater facilities and shall be executed and recorded with the final plat.
 - a. Update and complete the included stormwater management agreement

Notes/comments to be addressed prior to construction:

1. Retaining walls over 4' high shall be designed by a registered professional engineer.
 - a. Ensure adequate fall protection for the retaining walls.
2. Irrigation mains are not allowed in City Right of Way without an encroachment agreement and subject to the approval of the City Engineer.
3. The NWL of Lake Como is unknown, only the OHW is listed on the plans.

January 23, 2023

Marie Darling, Planning Director
City of Shorewood
Shorewood City Hall
5755 Country Club Road
Shorewood, MN 55331

Re: Maple Shores Final Plat Application

Dear Ms Darling

Today we are submitting the final plat application for Maple Shores located at 20430 Radisson Road and certain adjacent parcels for your review. The application and supporting documents are included in the final plat application submittal package located through the following dropbox link.

<https://www.dropbox.com/sh/p1ju3p8sv2b9rvf/AABKaXj7aFBuXG9huVSTIIHta?dl=0>

The 24 x36 printed copies as noted below and a \$3,200 check for the applications fees will be dropped at your office today.

1. Maple Shores - Current Conditions Certificate of Survey 12.19.21
2. Maple Shores - Full Civil Plans 01.13.23 (printed 24 x 36 copy included)
3. Maple Shores - Final Plat Sheets 10.10.22 (printed 24 x 36 copy included)
4. Maple Shores - Landscaping Plan 01.05.23 (printed 24 x 36 copy included)
5. Maple Shores - Drainage Report 10.18.22
6. Maple Shores - Storm Water Pond Infiltration Report 09.22.22
7. Maple Shores - Storm Water Maintenance Plan 10.17.22
8. Maple Shores - MCWD Conditional Permit Approval #22-507 12.13.22
9. Maple Shores - City Engineering Comment Responses 10.11.22
10. Maple Shores - Fire Marshal Review Letter 7.13.22
11. Maple Shores - DNR Review Letter 7.13.22
12. Maple Shores - Construction Plan 01.20.23
13. Maple Shores - PUD Language Terms in Declaration 01.20.23
14. Maple Shores - Development Costs 12.23.22
15. Maple Shores - Shorewood Final Plat Application 1.23.23

The following are enhancements or changes made to the application documents above since our last submittal.

Landscaping

1. All ash trees will be removed.

Per city direction a second survey of trees on the property was conducted. The arborist determined an additional 25 trees are diseased or dead and should be removed (22 ash and 3 elm). The 5 remaining ash trees will be removed as with time they too will become diseased. Total remaining trees will be 64.

2. Potential disturbance of critical root zones of trees located outside silt fence boundary.

22 trees on the plan are now marked as "Possibly Removed". These trees are located outside the silt fences. Based on their trunk size and species some of their critical root zones may be negatively impacted by excavating work inside the silt fence areas. We want to retain these trees if possible while still achieving grading requirements. These trees were identified by applying a 1 inch of tree trunk radius to 1 foot of critical root zone radius. Those trees with roots zones that crossed silt fence lines were put on the "Possibly Removed" list to be evaluated after site grading.

3. Initially plan was to plant vines along the retaining wall to minimize its visibility.

The landscaper did not feel vines would survive in the area and has recommended a native dogwood bush be planted instead.

4. Seeding the perimeter of the development.

A bee lawn will be seeded as an alternative to traditional sod or hydro-seeding which requires irrigation and weekly mowing in perpetuity. Bee lawns are lawns made up of turf grasses blended with low growing perennials that bloom. This type of lawn is maintained at a length of four inches or higher to allow the growth of pollinator friendly grass and plant varieties and encourage flower blooming. The non-traditional flowering lawn celebrates plant biodiversity and becomes a meadow-like pollinator haven for food, cover, and nesting. Research has shown that lawns that are seeded with a grass and flowering plant mixture can feed dozens of species of bees that would otherwise go hungry. A seed mixture will be determined by the landscaper that is compliant with the Shorewood guidelines. A unique seed mixture may be used under trees in place of mulch to allow for a more natural, pollinator-friendly look.

Import / Export of Fill Material

An estimated 3,425 cubic yards of fill may need to be exported. This is significantly less than our original application. The side roughly balances however, the export amount includes an 2,5000 cubic yard allowance should the engineering of the retaining wall require a full sand back fill with sand replacement. If it does not need sand or requires less, the amount of export will be reduced accordingly.

The following people participated in the PUD application development and are available to answer your questions.

Paul Cameron
952-649-7653
Paul@Chamberlaincap.com

Travis Van Neste – Surveyor
952-686-3055
travis@vannestesurveying.com

Sarah Notch – Landscape Architect
Designing Nature
763-477-9909
snotch@designingnatureinc.com

Kevin Miller – Project Manager
PWS - <https://pws-mn.com>
612-221-3845
kmiller@pwsmn.com

Liza Cameron
952-649-7653
Liza@Cameronres.com

Lee Elfering – Civil Engineer
763-780-0450
lelfering@elferingeng.com

Thomas Whalen – Cert Arborist MN 4217a
Tree Top Service, Inc
763-972-3988
paul@treetopclearing.com

Robert Williams - Attorney
Best & Flanagan LLP
612-341-9706
rwilliams@bestlaw.com

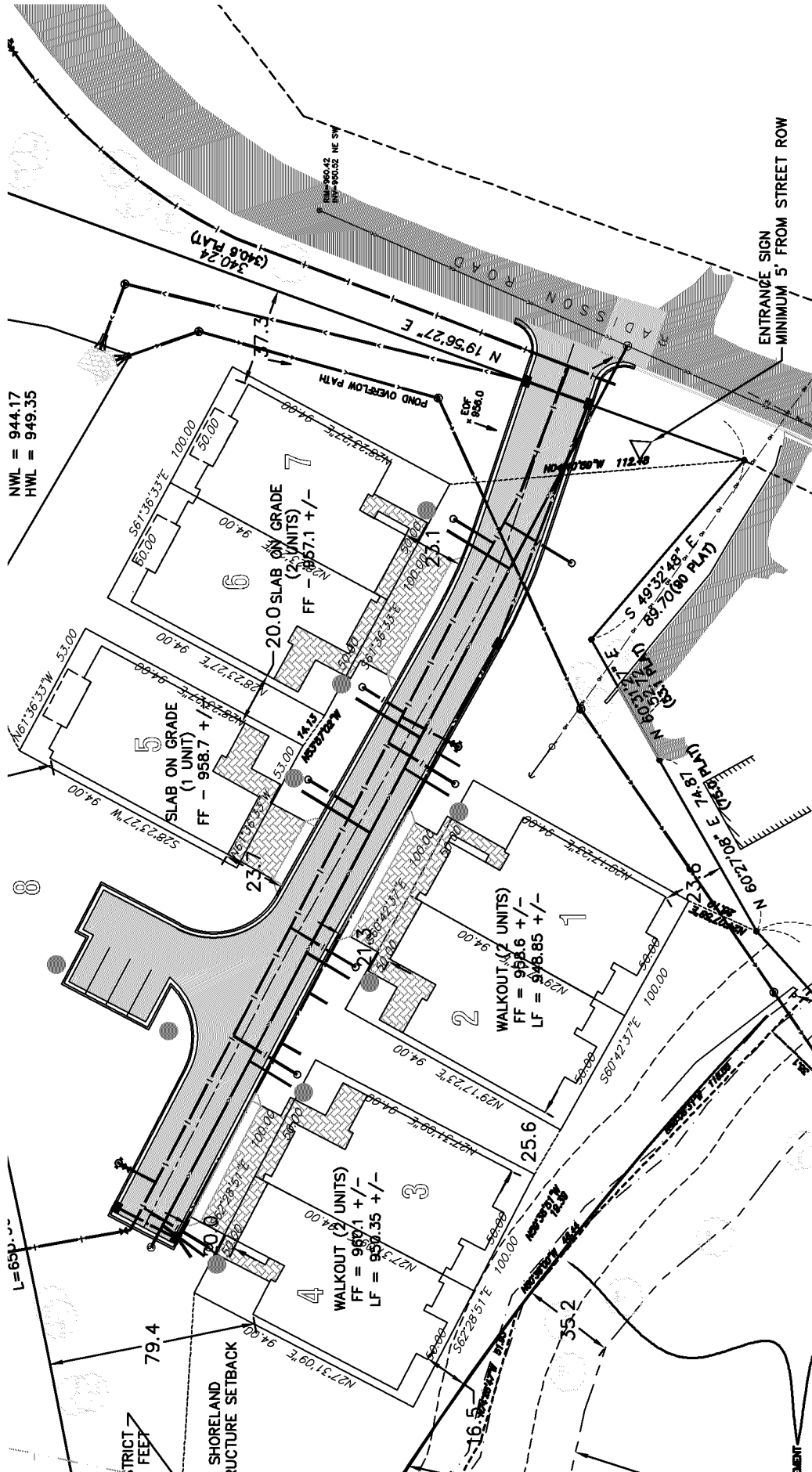
If you have any questions or concerns, please do not hesitate to call Liza or myself.

Respectfully,



(9) 42" HIGH
BOLLARD
LIGHTING

(See next Page for
representative units)



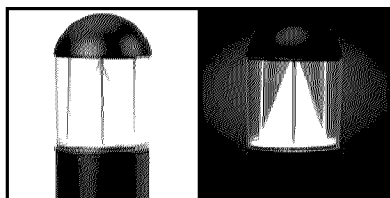
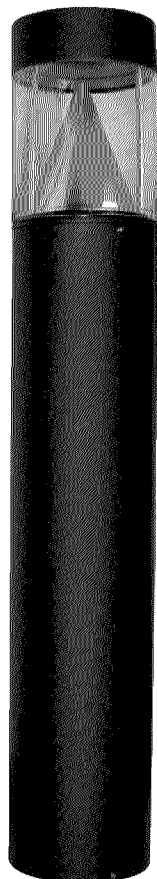
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA

LE SHORES

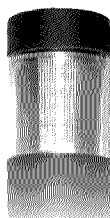
EasyLED Round Flat Bollards

L70
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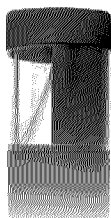
147,000 Hours



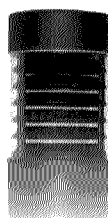
NEW Soft Shine Low Glare White Cone Reflector
Daytime View Nighttime View
(Dome Top Shown for Visual Concept)



**Glass
BFG**



**LED Cone Reflector
Shown with Glare Shield
BFR**



**Louvers
BFL**



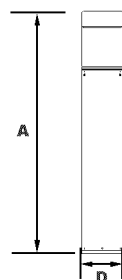
**SoftLED LumaLens
Opal Array Lens**



**Shown with "S3"
Sensor**



Shown with GFCI



Dimensions

Diameter (D)	7" (178mm)
Height (A)	41 1/2" (1,057mm)

The Jemm EasyLED Bollards with choice of optics and lenses are designed to replace HID lighting systems up to 100w MH or HPS. These fixtures are ideal for retail centers, industrial parks, schools and universities, public transit and airports, office buildings and medical facilities.

Specifications and Features:

Housing:

Extruded Aluminum Housing with Flush Mounting Base & Vandal-Resistant Screws, Flat Top, Internal Ballast Tray for Easy Maintenance. Bollards Can Be Cut to Custom Lengths Upon Request.

Listing & Ratings:

CSA: Listed for Wet Locations, ANSI/UL 1598, 8750; IP65 Sealed LED Compartment.

Finish:

Textured Architectural Bronze or Black Powdercoat Finish Over a Chromate Conversion Coating. Custom Colors Available Upon Request.

Style:

Clear Prismatic Borosilicate Glass Refractor, Specially Designed Cone Reflector or Internal Louvers

Lens:

Clear UV-Stabilized Polycarbonate Vandal-Resistant Lens or SoftLED LumaLens UV-Stabilized Polycarbonate Opal Vandal-Resistant Lens

Mounting Options:

Mounting Kit with 8" Zinc-Plated Anchor Bolts, Included.

EasyLED LED:

Aluminum Boards

Wattage:

Array: 10w, System: 11.3w; (50w HID Equivalent)
Array: 14.5w, System: 17w; (70w HID Equivalent)
Array: 22w, System: 23.8w; (100w HID Equivalent)

Driver:

Electronic Driver, 120-277V, 50/60Hz or 347V, 50/60Hz (15w Only); Less Than 20% THD and PF>0.90. Standard Internal Surge Protection 2kV. 0-10V Dimming Standard for a Dimming Range of 100% to 10%; Dimming Source Current is 150 Microamps.

Controls:

Fixtures Ordered with Factory-Installed Motion Sensor Controls are Internally Wired for Switching and/or 1-10V Dimming Within the Housing. Remote Direct Wired Interface of 1-10V Dimming is Not Implied and May Not Be Available, Please Consult Factory. Fixtures are Tested with LEPC Controls and May Not Function Properly With Controls Supplied By Others. Fixtures are NOT Designed for Use with Line Voltage Dimmers.

Warranty:

5-Year Warranty for -40°C to +40°C Environment.

See Page 4 for Projected Lumen Maintenance Table.

Project Information:

Project Name:	Fixture Type:
Complete Catalog #:	Date:
Comments:	

Certification & Listings:



Order Information Example:

BFRF15U5KZ36SF

Model	Optics	Wattage	Driver	CCT	Lens	Color	Height	Options
BFRW =Round Flat Top Bollard with Soft Shine Low Glare White Cone Reflector BFR =Round Flat Top Bollard with LED Cone Reflector BFG =Round Flat Top Bollard with Glass BFL =Round Flat Top Bollard with Louvers	C =Type III* F =Wide Beam Spread * BOFRWQ, BOFRLQ & BOFGQ only	1X10 =10w 1X15 =15w 1X22 =22w	U =120-277V C =347V* *15w Model Only	3K =3000K 4K =4000K 5K =5000K	(Leave Blank) =Clear Lens L =SoftLED LumaLens Opal UV-Stabilized Polycarbonate Array Lens* *Type V White Cone Reflector Only	Z =Bronze B =Black C =Custom (Consult Factory)	(Leave Blank) =42" Standard Height 36 =36" Height 30 =30" Height	SF =Single Fuse* DF =Double Fuse* SP =Surge Protection GF1 =GFCI Outlet, 15A, 120V GSB =180° Glare Shield, Black GSZ =180° Glare Shield, Bronze GSC =180° Glare Shield, Custom Color (Consult Factory) S3 =Microwave Sensor with Dimming & Remote Programming, 120-277V Only. See P17121 Spec. Page for Details. BU =Battery Backup, 90 Minutes* *120-277V Models Only.

Accessories & Replacement Parts:

Mounting Accessories (Order Separately, Field Installed)

BOLAN4	Mounting Kit, Includes Bracket & Three (3) 4" Zinc-Plated Anchor Bolts
BOLAN8	Mounting Kit, Includes Bracket & Three (3) 8" Zinc-Plated Anchor Bolts
BOLAN12	Mounting Kit, Includes Bracket & Three (3) 12" Zinc-Plated Anchor Bolts
BOLAN15	Mounting Kit, Includes Bracket & Three (3) 15" Zinc-Plated Anchor Bolts
BREBASE*	Bollard Retrofit Base Kit Adapts New Bollards to Most Existing Bolt Patterns. Fits all LEPA Bollards. Die Cast with Powdercoat Finish, Hardware Included. 11½" Dia. x 1½" H

*Specify Color: Z=Bronze, B=Black, C=Custom (Consult Factory)



BOLAN



BREBASE*

*Shown Mounted

Accessories (Order Separately, Field Installed)

P17122 Remote Programming Tool for P17121



P17122

Replacement Parts (Order Separately, Field Installed)

P17121	Internal Microwave Sensor with Dimming & Remote Programming, 120-277V Only. See P17121 Spec. Page for Details.
BOLPC	Replacement Round UV-Stabilized Polycarbonate Vandal-Resistant Lens
BOLPCLL	Replacement SoftLED LumaLens Opal UV-Stabilized Polycarbonate Array Lens
BORBASE*	Die Cast Base Plate with Powdercoat Finish Over a Chromate Conversion Coating.
BOADP1	Adapter Plate with Gaskets for Outlet Boxes. Fits LEPA Round Bollards. Die Cast with Bronze Powdercoat Finish.

*Specify Color: Z=Bronze, B=Black, C=Custom (Consult Factory)

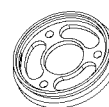
For Replacement Battery Backup, see the LEPA LED Battery Backup Specification Sheet.



P17121



BOLPC,
BOLPCLL

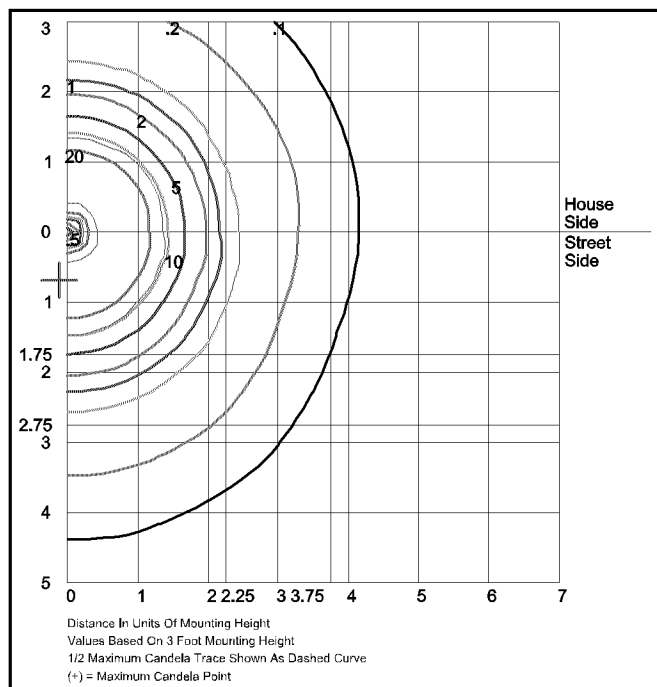


BORBASE



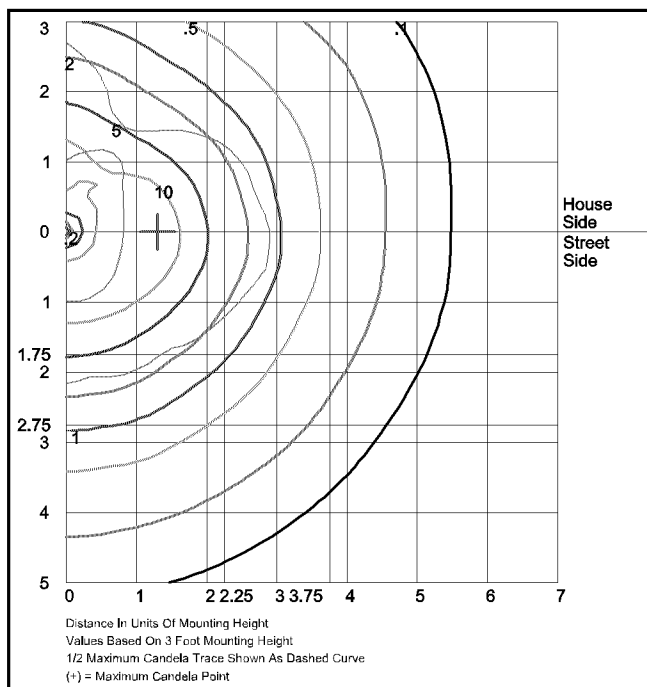
BOADP1

Photometric Data



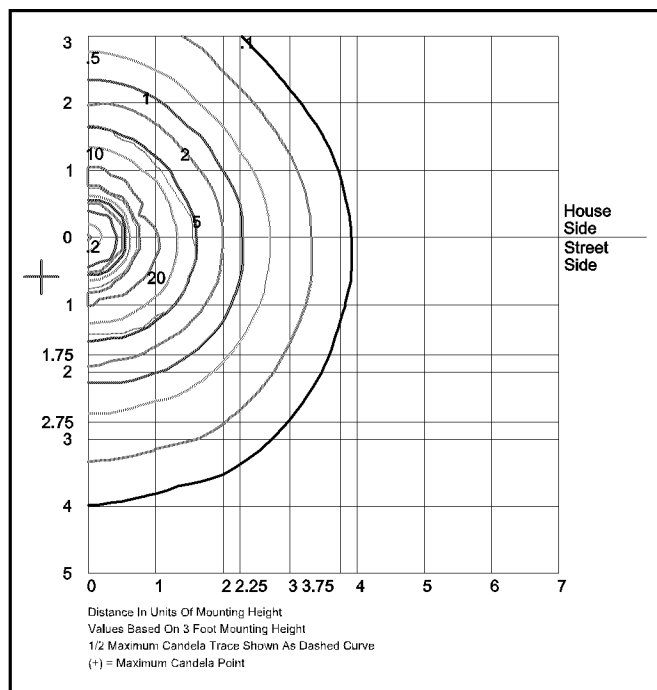
BFRW22U5K & BFRF22U5K
Type V

Grid in feet, Mounting Height = 3 ft.



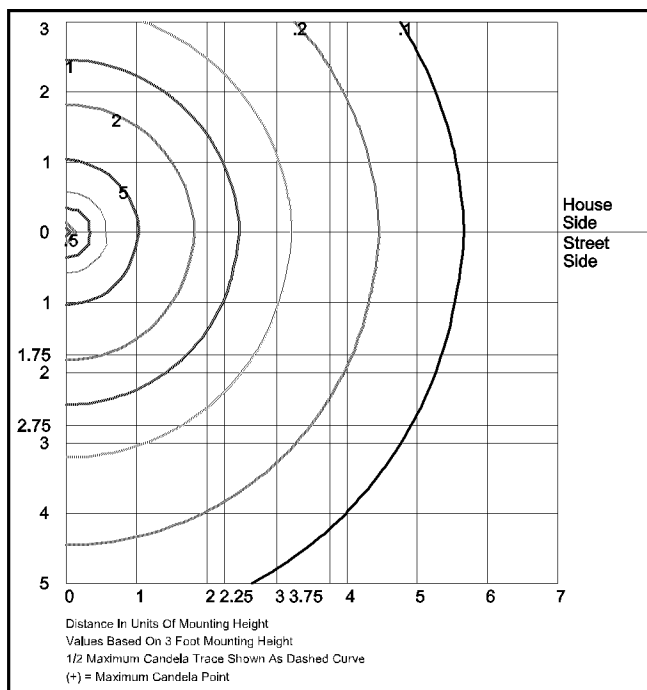
BFGC22U5K
Type III

Grid in feet, Mounting Height = 3 ft.



BFLF22U5K
Type V

Grid in feet, Mounting Height = 3 ft.



BFRWF22U5KL
LumaLens Type V

Grid in feet, Mounting Height = 3 ft.

Photometric Performance

Optic	Wattage (Catalog Logic)		10W (1X10)	15W (1X15)	20W (1X22)
	Input Watts		11.3W	15.9W	23.8W
CCT		Delivered Lumens			
BFRWF & BFRF Cone Reflector C=Type III Optic	3000K		738	1,033	1,549
	4000K		800	1,120	1,680
	5000K		834	1,167	1,750
	BUG Rating		B0-U2-G1	B1-U3-G1	B1-U3-G1
BFRWF & BFRF Cone Reflector F=Type V Optic	3000K		1,037	1,452	2,178
	4000K		1,125	1,575	2,362
	5000K		1,172	1,641	2,461
	BUG Rating		B1-U3-G1	B1-U3-G1	B1-U3-G1
BFGC Glass C=Type III Optic	3000K		787	1,101	1,652
	4000K		853	1,195	1,792
	5000K		889	1,245	1,867
	BUG Rating		B1-U3-G1	B1-U3-G1	B1-U3-G1
BFGF Glass F=Type V Optic	3000K		768	1,076	1,613
	4000K		833	1,167	1,750
	5000K		868	1,215	1,823
	BUG Rating		B1-U3-G1	B1-U3-G1	B1-U3-G1
BFL Louvers F=Type V Optic Only	3000K		531	744	1,116
	4000K		576	807	1,211
	5000K		600	841	1,261
	BUG Rating		B0-U2-G0	B1-U2-G1	B1-U3-G1

Projected Lumen Maintenance

Data shown for 5000 CCT			Compare to MH			
TM-21-11	Input Watts	Initial	25,000 Hrs	50,000 Hrs	100,000 Hrs	Calculated LED Life
L70 Lumen Maintenance @ 25°C / 77°F	All wattages up to and including 24w	1.00	0.95	0.90	0.80	147,000
L70 Lumen Maintenance @ 50°C / 122°F		1.00	0.89	0.78	0.55	67,000
L80 Lumen Maintenance @ 40°C / 104°F		1.00	0.92	0.85	0.70	66,000

NOTES:

- Projected per IESNA TM-21-11. Data references the extrapolated performance projections for the 116mA base model in a 25°C ambient, based on 10,000 hours of LED testing per IESNA LM-80-08.
- Compare to MH box indicates suggested Light Loss Factor (LLF) to be used when comparing to Metal Halide (MH) systems.

PLAT FILE NO. _____

R.T. DOC. NO. _____

Has caused the same to be surveyed and platted as MAPLE SHORES and does hereby dedicate to the public for public use the drainage easement as shown on this plat.

In Witness whereof Chamberlain Capital LLC, A Minnesota Limited Liability Company, has caused these presents to be signed by its proper officer this _____ day of _____, 20____.

Signed: Chamberlain Capital LLC
By: _____, its
Paul Chamberlain

Notary Public _____ County, Minnesota _____ Printed Notary Name _____
My Commission Expires January 31, 20 _____

Dated this _____ Day of _____, 20____.

Trovis W. Von Nestle, Licensed Land Surveyor, Minnesota License No. 44109

STATE OF _____
COUNTY OF _____
This instrument was acknowledged before me this _____ day of _____, 20____ by
Trovis W. Von Nestle, o licensed Land Surveyor.

Notary Public, _____ County, Minnesota
My Commission Expires January 31, 20____ Printed Notary Name _____

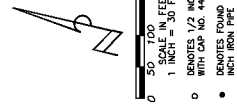
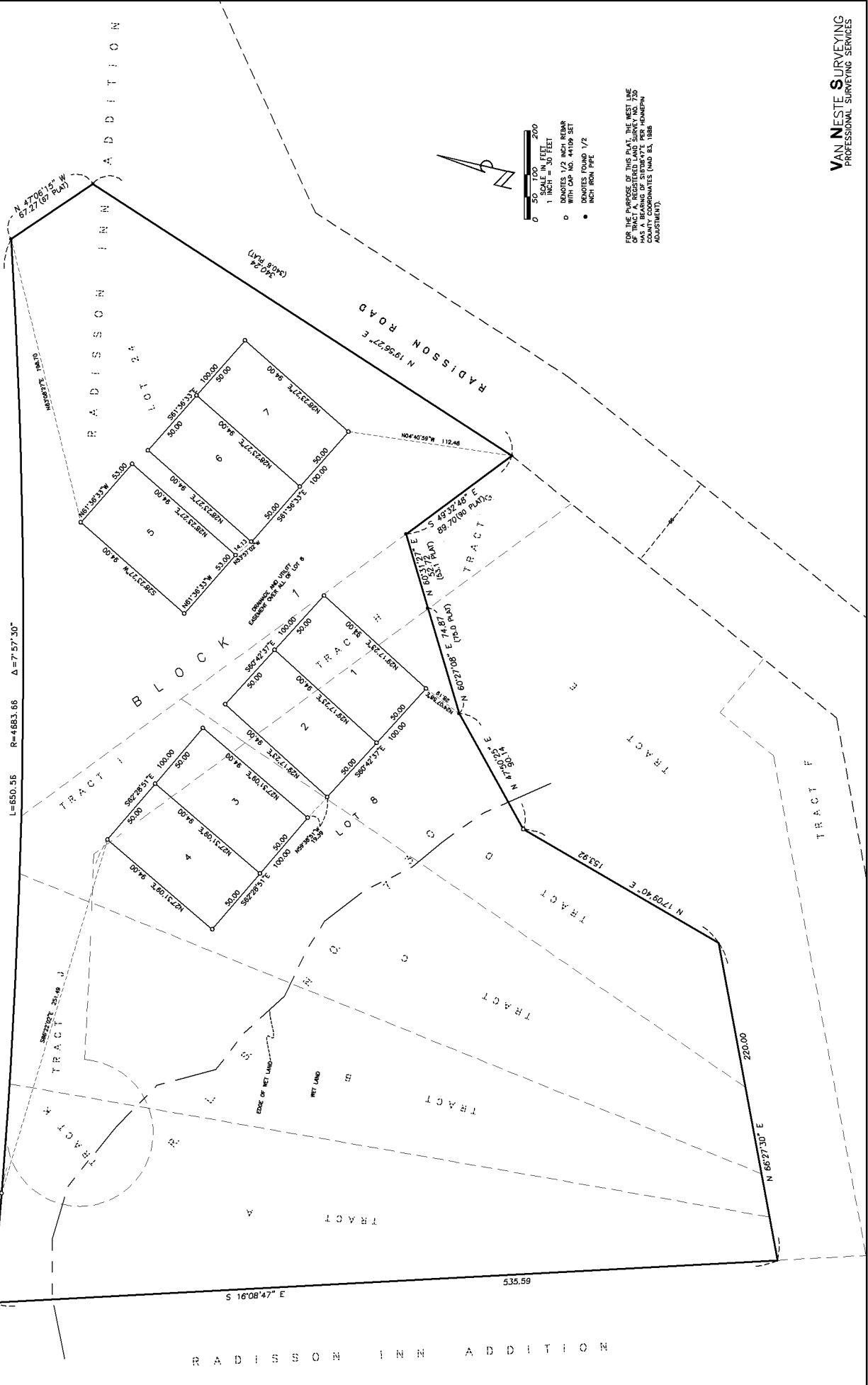
REGISTRAR OF TITLES, Hennepin County, Minnesota
I hereby certify that the within plat of MAPLE SHORES was filed in this office this _____ day of _____, 20____ at _____ o'clock _____ M.
Susan Ledrow, Registrar of Titles By _____ Deputy

MAPLE SHORES

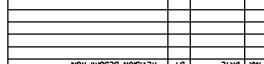
STATE HIGHWAY 7
POST MOUNT SIGN PLAT 27-46

L=650.56 R=4683.66 Δ=7°57'30"

PLAT FILE NO. _____
 R.T. DOC. NO. _____



FOR THE PURPOSE OF THIS PLAT, THE WEST LINE OF TRACT A, REGISTERED LAND SURVEY AND 730, HAS A BEARING OF S 49°32'46\" E AND A DISTANCE OF 88.70 (90 PLAT) 1/2. ADJUSTMENT.



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.

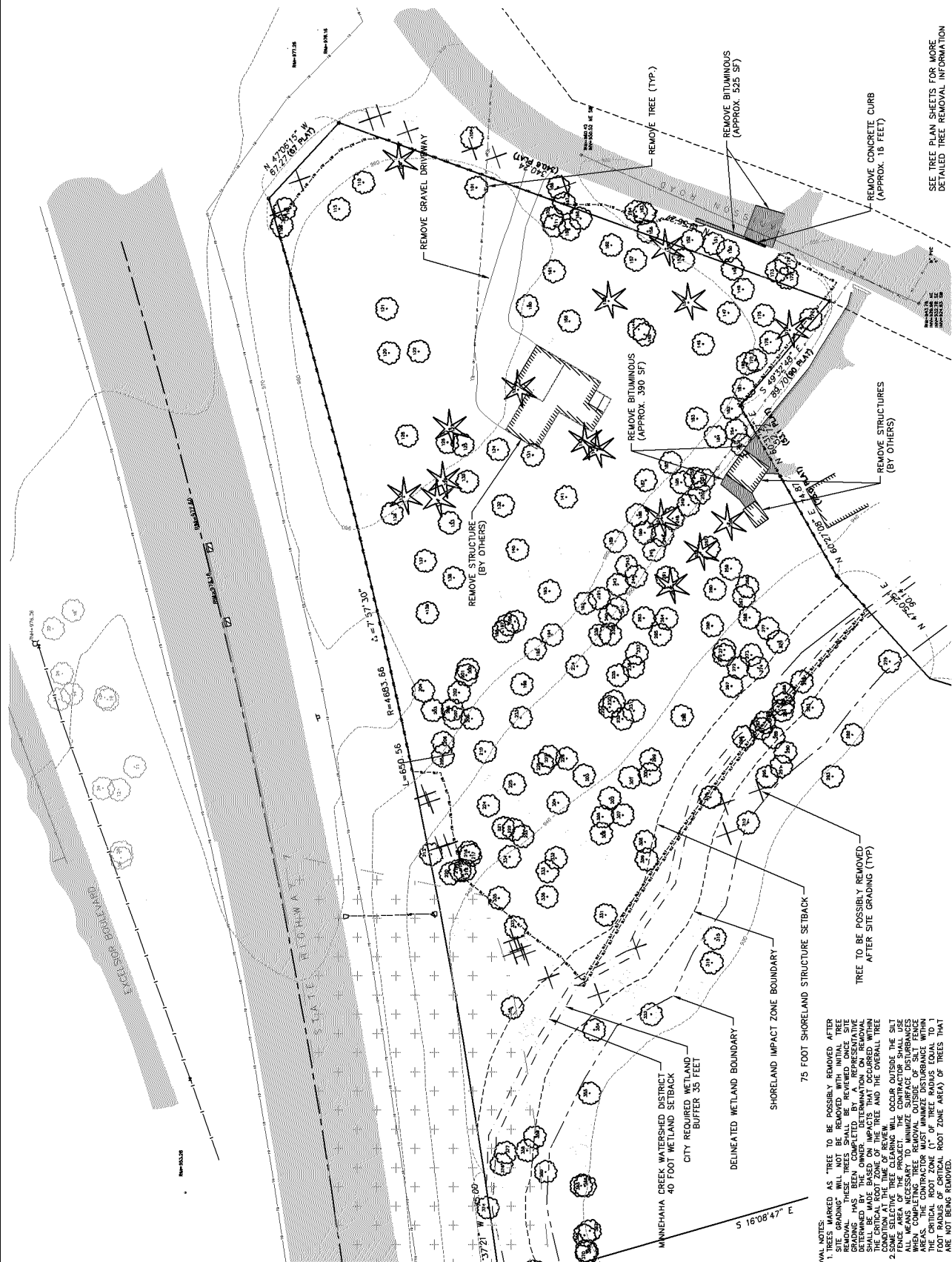
SIGNATURE: [Signature] DATE: 01/13/23

PRINTED NAME: LEE ELLERAND UENO: 41613

20430 RADISSON ROAD, SHOFERWOOD, MN 55449

DESIGNED BY: KJE
APPROVED BY: KJE
DRAWN BY: LBE
JOB NUMBER: 500004E
CAD DATE: 02/21/22
CAD FILE: /E:\Conditions.dwg

SHEET
C2.0

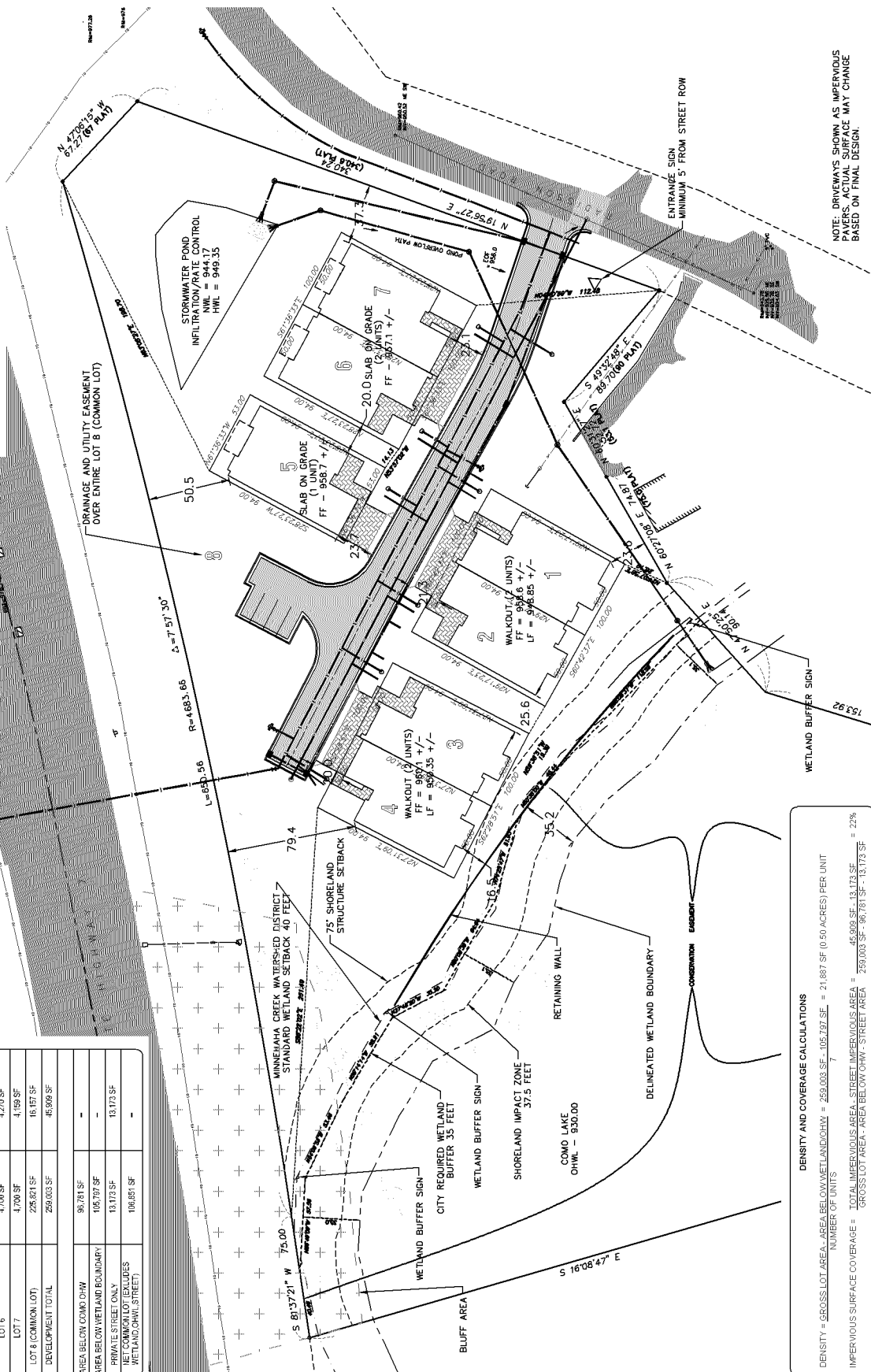


SEE TREE PLAN SHEETS FOR MORE
DETAILED TREE REMOVAL INFORMATION



MAPLE SURFACE 20430 RADISSON ROAD SHOREWOOD, MN			
EXISTING	REQUESTED / PROPOSED		
R-1A	PUD - Planned Unit Development		
1 Single Family Home	3 Twin Homes (8 Units), 1 Single Home		
5,058 sq. ft.	5,058 sq. ft.		
6,285 sq. ft.	45,909 sq. ft.		

AREA & IMPERVIOUS SURFACE SUMMARY	
AREA	IMPERVIOUS SURFACE AREA
LOT 1	4,700 SF
LOT 2	4,700 SF
LOT 3	4,700 SF
LOT 4	4,700 SF
LOT 5	4,902 SF
LOT 6	4,700 SF
LOT 7	4,700 SF
LOT 8 (COMMON LOT)	225,821 SF
DEVELOPMENT TOTAL	259,003 SF
AREA BELOW COMO OHW	98,781 SF
AREA BELOW WETLAND BOUNDARY	105,737 SF
PRIVATE STREET ONLY	13,173 SF
NET COMMON LOT (EXCLUDES WETLAND, OHW, STREET)	108,851 SF



DENSITY AND COVERAGE CALCULATIONS	
DENSITY = GROSS LOT AREA - AREA BELOW WETLAND/OHW = 259,003 SF - 105,737 SF = 153,266 SF	PER UNIT
NUMBER OF UNITS	7
IMPERVIOUS SURFACE COVERAGE = TOTAL IMPERVIOUS AREA - STREET IMPERVIOUS AREA = 259,003 SF - 13,173 SF = 245,830 SF	PER UNIT
GROSS LOT AREA - AREA BELOW OHW - STREET AREA = 259,003 SF - 80,781 SF - 13,173 SF = 165,049 SF	

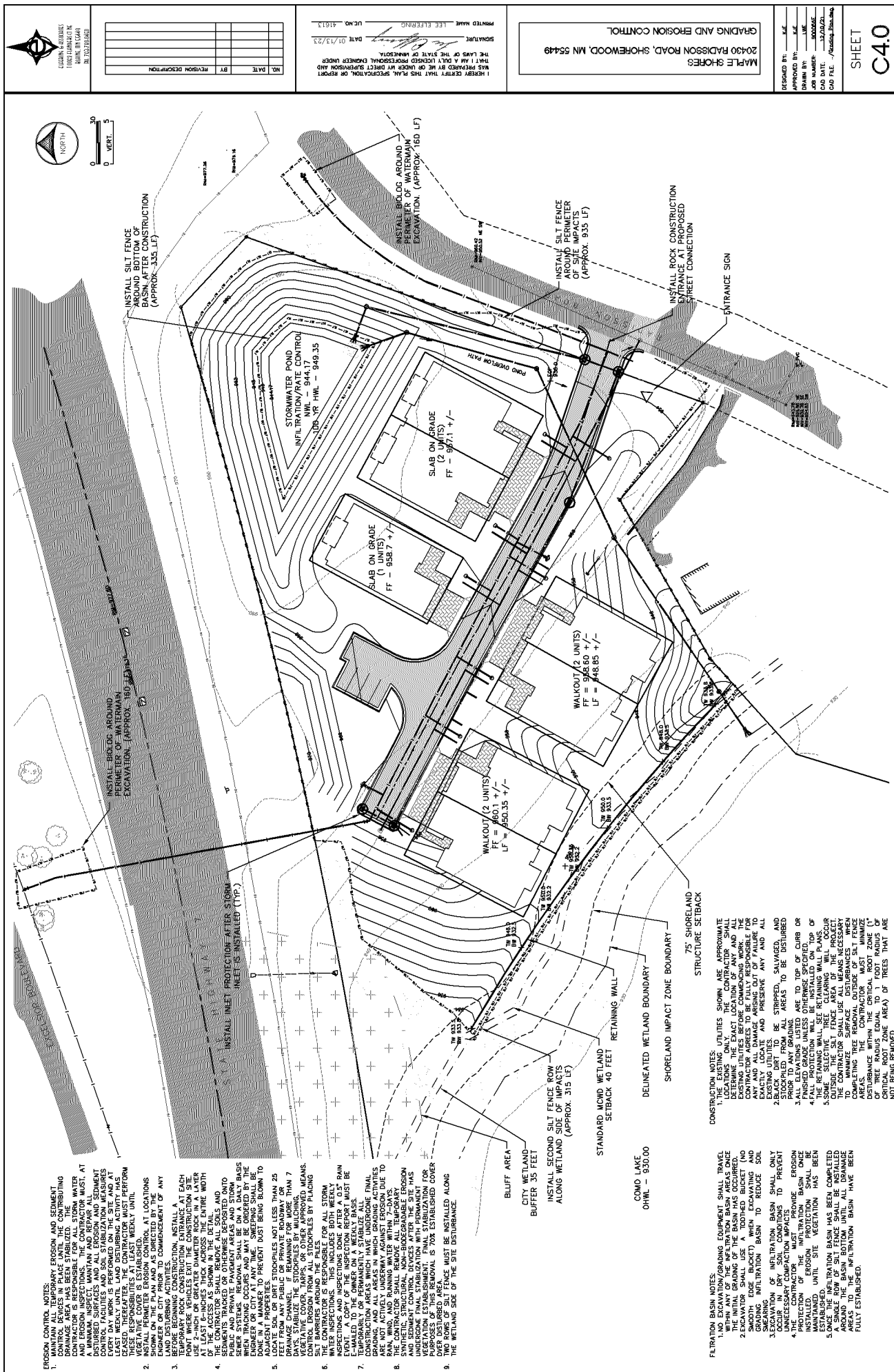
NOTE: DRIVEWAYS SHOWN AS IMPERVIOUS PAVERS. ACTUAL SURFACE MAY CHANGE BASED ON FINAL DESIGN.

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
PROJECT NAME: MAPLE SURFACE
SHEET: 1 OF 1

20430 RADISSON ROAD, SHOREWOOD, MN 55449
SITE PLAN

NO. DATE BY REVISION DESCRIPTION

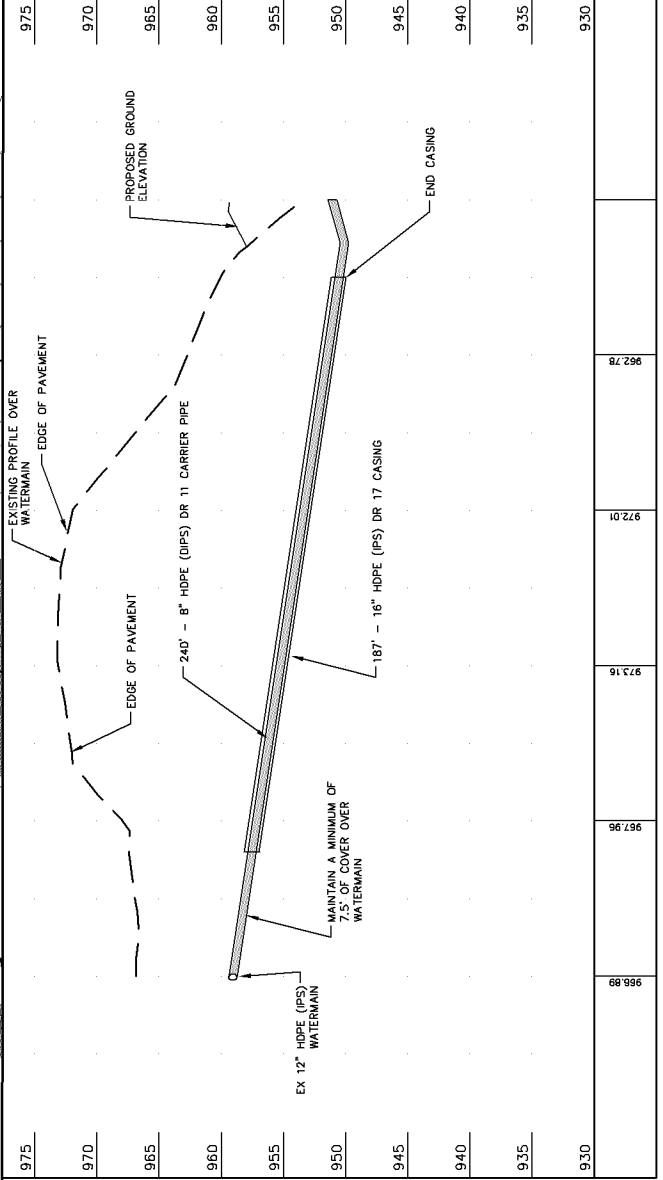
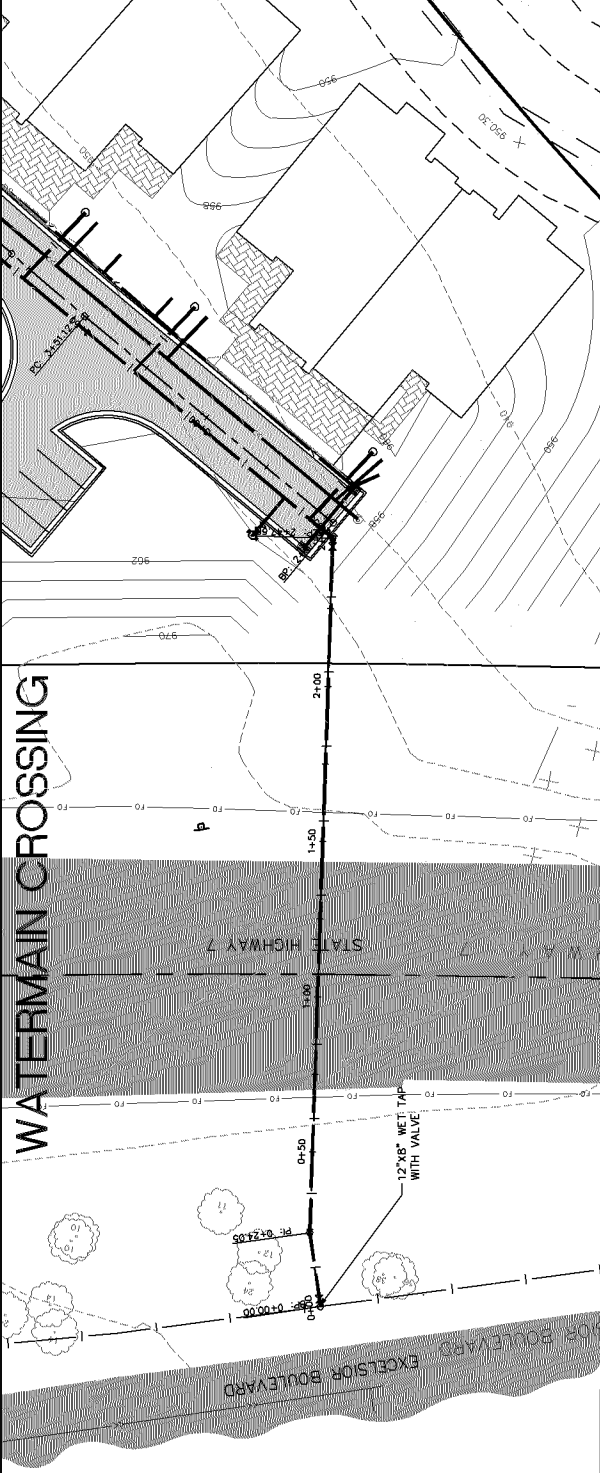
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NOTES:
1. ALL WATERMAIN AND SANITARY SEWER TO BE
CONSTRUCTED TO ACCORDANCE WITH THE CITY
STANDARD DETAILS AND SPECIFICATIONS.

WATERMAIN CROSSING



NO.	DATE	BY	REVISION DESCRIPTION

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/12/23
PROJECT NO.: 20430
SHEET NO.: 05

MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449
HIGHWAY 7 WATERMAIN CROSSING

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/12/23
PROJECT NO.: 20430
SHEET NO.: 05

SHEET
C50



ALL DIMENSIONS
UNLESS OTHERWISE
NOTED

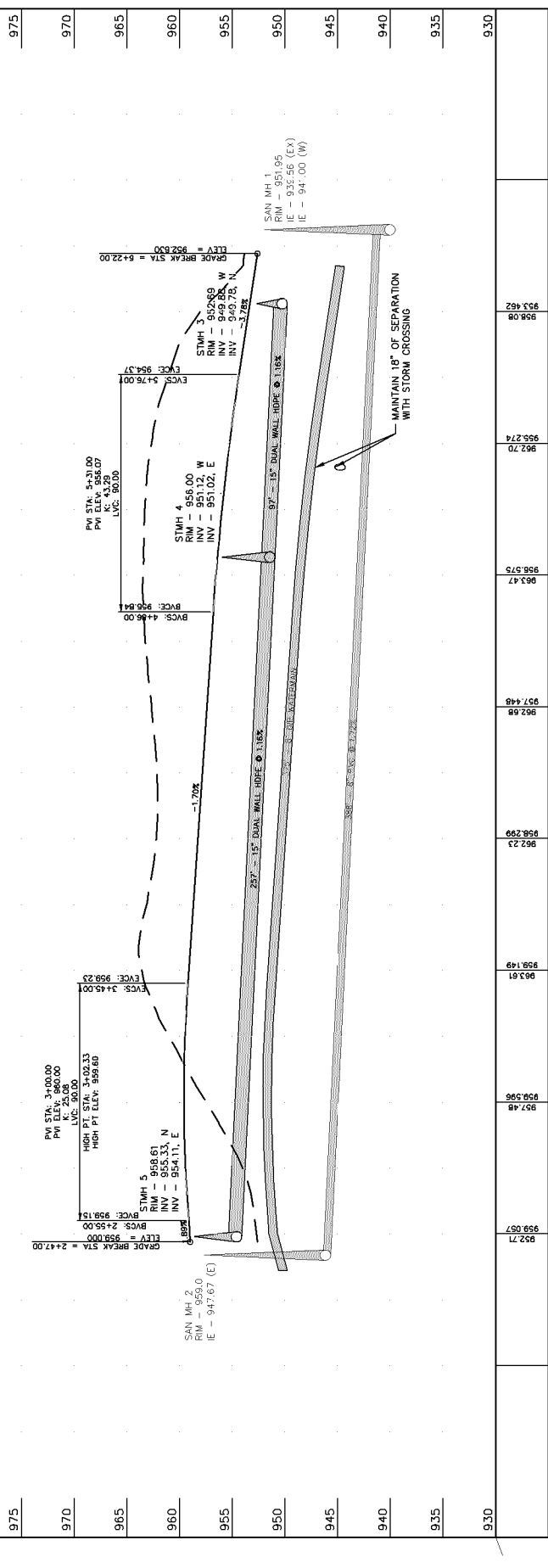
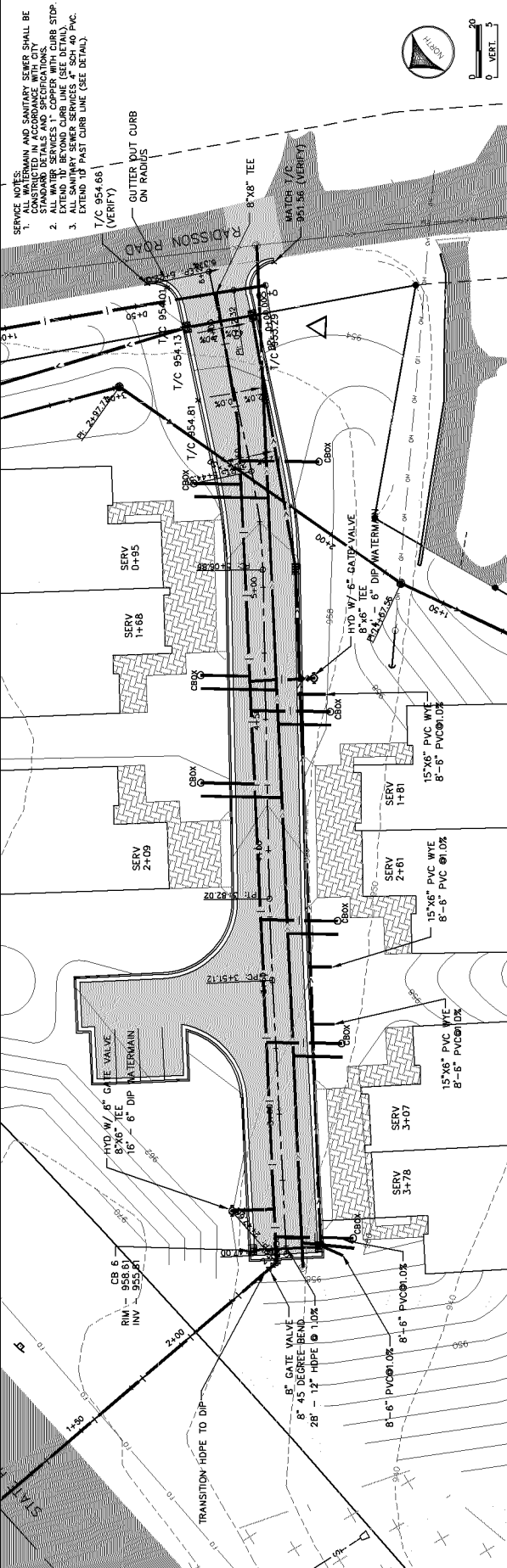
NO.	DATE	BY	REVISION DESCRIPTION

PRINTED NAME: JET W. ELLIOTT
DATE: 01/13/23
SHEET NO.: 1
PROJECT: MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449

STREET AND UTILITIES
MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
SHEET NO.: 1
PROJECT: MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449


SHEET
C60





NO.	DATE	BY	REVISION DESCRIPTION

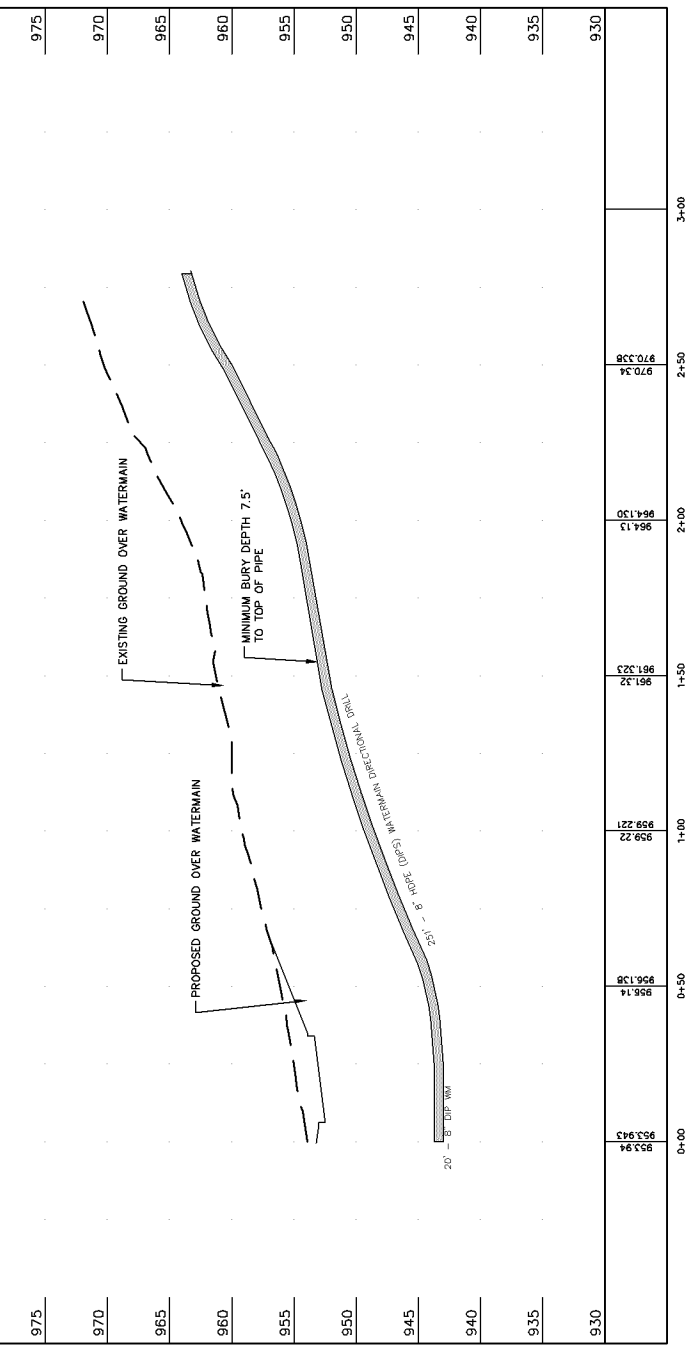
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT
WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND
THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER
THE LAWS OF THE STATE OF MINNESOTA.

SIGNATURE  DATE 01/13/23

MAPLE SHORES
20430 RADISSON ROAD, SHOFERWOOD, MN 55449
RADISSON ROAD WATERMAIN

ORDERED BY: K.J.F.
 ORDERED BY: K.J.F.
 ORDERED BY: L.W.E.
 ORDERED BY: 90000
 ORDERED BY: 12/10
 ORDERED BY: FILE: Proposed Profit

C7.0
SHEET





NO.	DATE	BY	REVISION DESCRIPTION

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.

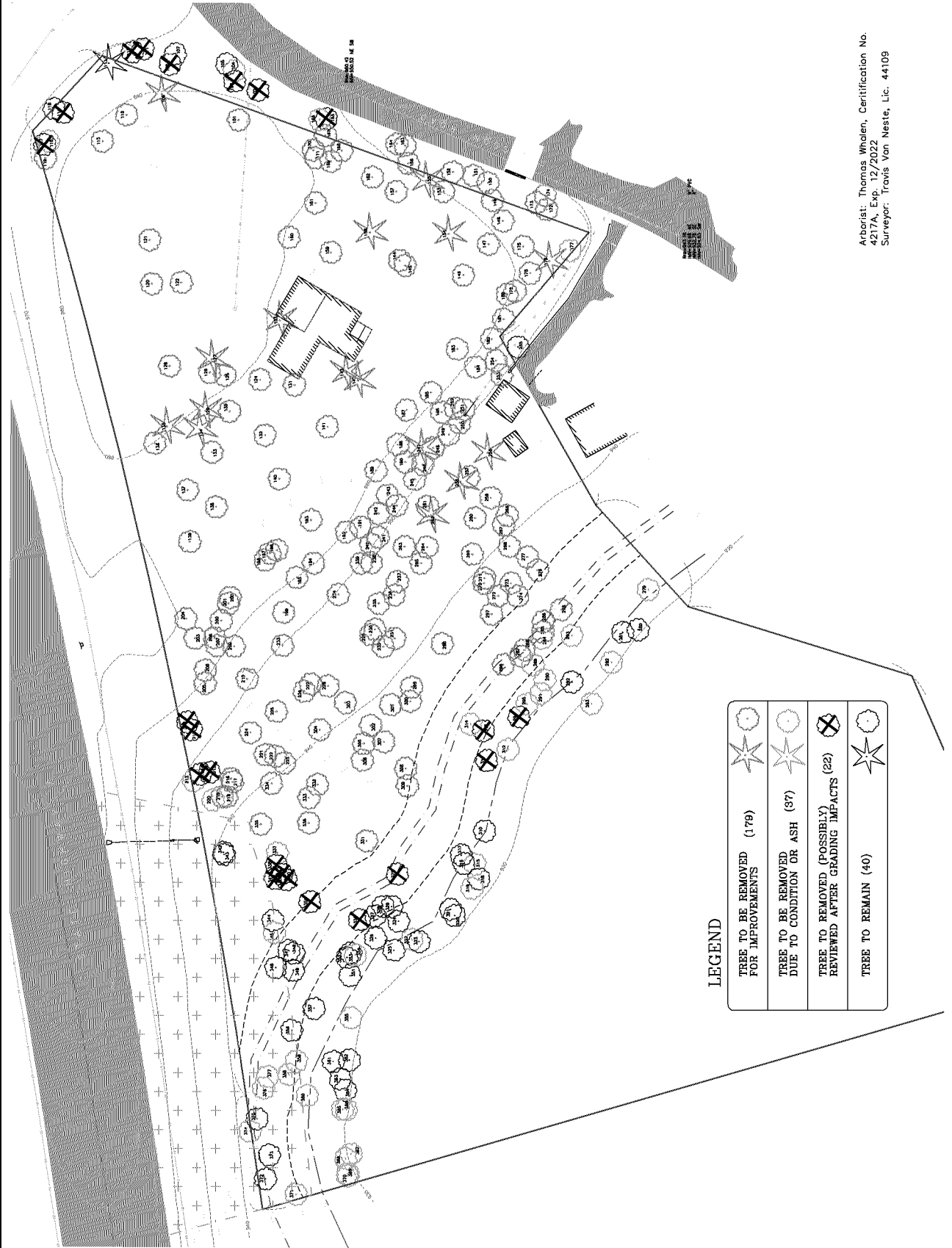
SIGNATURE: *[Signature]* DATE: 01/13/23
PRINTED NAME: LEE ELLERINO LIC. NO. 41613

MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449
TREE PLAN

DESIGNED BY: J.E.
APPROVED BY: J.E.
DATE: 01/13/23
JOB NUMBER: 2000000
CADD FILE: /Data/2000000.dwg


SHEET
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Arborist: Thomas Whalen, Certification No. 4217A, Exp. 12/2023
Surveyor: Travis Van Neste, Lic. 44109



LEGEND

	TREE TO BE REMOVED FOR IMPROVEMENTS (179)
	TREE TO BE REMOVED DUE TO CONDITION OR ASH (37)
	TREE TO REMOVED (POSSIBLY) REVIEWED AFTER GRADING IMPACTS (22)
	TREE TO REMAIN (40)



CLIPPING & BRIDGES

1000 LINDEN G LN

SHIRAZ, IL 60464

708.333.3333

NO. DATE

BY

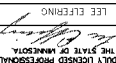
REVISION DESCRIPTION

PRINTED NAME: LEE CLIFTON

DATE: 01/13/23

UIC NO: 41613

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 LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS.

SIGNATURE: 

MAPLE SHORES

20430 RADISSON ROAD, SHOREWOOD, MN 55449

THREE PLAN

DESIGNED BY: LJC

APPROVED BY: LJC

DATE: 06/24/23

APP. NO. 000000

CAD FILE: Tree_Survey.dwg

SHEET

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Tag No.	Diameter (inches)	Species	Condition	Notes	Remove
101	28	Sugar Maple	P		
102	30	Box Elder	G		x (Possible)
103	30	Black Locust	G		x (Possible)
104	30	Black Locust	P	Rotten base	x (Condition)
105	10	American Elm	G		
106	20	Ash	G		
107	12	Apple	G		x
108	18	Basswood	G		x (Possible)
109	15	Spruce	P	over 1/2 dead	x
110	22	Sugar Maple	P	Rotten base/large crack	
111	16	Sugar Maple	G		x (Possible)
112	12	Hackberry	G		x (Possible)
113	8	Red Pine	G		
114	28	Box Elder	G		x (Possible)
115	29	Sugar Maple	G		
116	9	Ash	P		x
117	14	American Elm	P	leaning	x (Possible)
118	11	Sugar Maple	G		
119	14	Ash	G		x
120	22	Black Walnut	G		
121	24	Norway Spruce	G		x
122	18	Paper Birch	P	Insect/burth bore	x
123	31	White Cedar	G	leaning	x
124	23	White Poplar	G		
125	14	Ash	G		x
126	10	Ash	G		x
127	30	White Cedar	G		
128	36	Sugar Maple	G	crack in stem	x
129	18	Red Pine	G		
130	30	Ohio Buckeye	G	3 multi-stem	x
131	12	Ash	G		x
132	26	Sugar Maple	P	leaning and hollow trunk	x
133	26	Ohio Buckeye	G	multi-stem	x
134	14	Blue Spruce	P	1/2 dead	x
135	12	Red Pine	G		
136	21	Sugar Maple	G		x
137	18	Ohio Buckeye	G	crack in base	x
138	42	Norway Maple	G	3 multi-stem	x
139	45	Black Locust	G	large broken hanging limb	x
140	24	Mulberry	G		
141	72	Black Locust	P	very rotten base	x
142	11	Spruce	P	90% dead	x
143	14	Spruce	P	1/2 dead	x
144	15	Mulberry	G		
145	18	Mulberry	G	large crack	x
146	25	Paper Birch	P		x
147	28	Norway Maple	P	hollow rotten trunk	x
148	16	Black Locust	G		
149	20	Black Locust	G		x
150	18	Black Locust	G		
151	24	Black Locust	G		x
152	19	Slippery Elm	G		
153	12	Mulberry	G		x
154	18	Spruce	P	1/2 dead	x
155	15	Red Pine	P	1/2 dead	x (Site Triangle)
156	16	Black Locust	G		
157	36	Norway Maple	P	Rotten trunk	x (Site Triangle)
158	20	Spruce	P	1/2 dead	x
159	24	Ash	x		
160	30	Honey Locust	P	Very rotten trunk	x
161	35	Ginkgo	G		x
162	24	Black Walnut	G		x (Site Triangle)
163	18	Honey Locust	G		
164	14	Red Oak	G		
165	12	Mulberry	P	Leaning over road	x (Possible)
166	11	Ash	P	Leaning over road	x
167	11	Ash	G		
168	12	Hackberry	G		x
169	21	Red Pine	G		
Tag No.	Diameter (inches)	Species	Condition	Notes	Remove
170	10	Yucca	G		x
171	12	European Ash	G		
172	14	Black Walnut	G		x
173	4	Black Locust	G		x
174	17	Black Locust	G		x
175	16	Spruce	P	over 1/2 dead	x
176	6	White Pine	G	over 1/2 dead	x
177	12	Mulberry	P	leaning 1/2 dead	(Condition)
178	15	Black Locust	G		
179	12	Black Locust	G		x
180	17	Black Locust	G		x
181	23	Hackberry	G		x
182	29	Black Locust	G		x
183	10	Mulberry	G		
184	39	Black Locust	G		x
185	27	Ash	P	over 1/2 dead	x
186	13	Honey Locust	G		x
187	25	Black Walnut	G		x
188	13	Black Locust	P	over 1/2 dead	x
189	26	Silver Maple	G		x
190	14	Black Locust	G		x
191	18	Box Elder	G		
192	18	Black Maple	G		x
193	26	Norway Maple	P	rotten hollow base	x
194	9	Hackberry	G		x
195	30	Slippery Elm	G		x
196	15	Black Locust	G		x
197	15	Black Locust	G		x
198	30	Black Locust	G		x
199	12	Slippery Elm	G		x
200	15	Elm	DEAD	Fire blight	x
201	12	Apple	DEAD		
202	25	Honey Locust	G		x
203	16	Sugar Maple	G		x
204	14	Spruce	P	1/2 dead	x
205	14	Box Elder	G		
206	20	Honey Locust	G		x
207	20	Honey Locust	G		x
208	14	Honey Locust	P	Leaning	x
209	14	Elm	G		x
210	15	Sugar Maple	G		x
211	24	Cottonwood	G		x (Possible)
212	20	Cottonwood	G		x (Possible)
213	12	Ash	G		x
214	18	Basswood	G		x (Possible)
215	12	Red Oak	G		x
216	12	Ash	G		x
217	11	Ash	G		x
218	15	Ash	G		x
219	10	Ash	G		x
220	10	Ash	G		x
221	13	Poplar	G		x
222	19	Poplar	G		x
223	12	Poplar	G		x
224	12	Common Poplar	G		x
225	12	Poplar	G		x
226	18	Poplar	G		x
227	19	Poplar	G		x
228	29	Poplar	G		x
229	15	Black Locust	G		x
230	17	Black Locust	G		x
231	16	Ash	G		x
232	16	Box Elder	G		x
233	9	Ash	G		x
234	10	Ash	G		x
235	10	Ash	G		x
236	17	Black Locust	G		x
237	11	Black Locust	G		x
238	27	Black Locust	G		x
239	15	American Elm	G		x
240	14	Elm	G		x
241	15	Black Locust	G		x
242	13	Black Locust	G		x
Tag No.	Diameter (inches)	Species	Condition	Notes	Remove
243	20	Box Elder	G		x
244	12	American Elm	G		x
245	16	American Elm	G		x
246	10	Red Pine	P	over 1/2 dead	x
247	12	Red Pine	G		
248	11	American Elm	G		x
249	11	Slippery Elm	G		x
250	24	Slippery Elm	G		x
251	21	Slippery Elm	G		x
252	18	American Elm	G		x
253	42	Black Locust	G		x
254	14	Black Locust	G		x
255	27	Black Locust	G		x
256	22	Red Pine	G		x
257	14	Sugar Maple	G		x
258	10	Red Pine	P	1/2 dead	x
259	12	Ash	G		x
260	19	Ash	G		x
261	18	Black Locust	G		x
262	12	Red Pine	G		x
263	12	Black Locust	G		x
264	15	Ash	G		x
265	25	Hackberry	G		x
266	18	Ash	G		x
267	15	Ash	G		x
268	21	Ash	G		x
269	13	Ash	G		x
270	10	Ash	G		x
271	16	Ash	G7	Might EAB	x
272	11	Ash	G		x
273	26	Ash	P	large crack	x
274	30	Elm	H	dead	x
275	40	Black Locust	G		x
276	12	Ash	G		x
277	12	Box Elder	G		x
278	18	Ash	P	hollow rotten trunk	(Condition)
279	18	Box Elder			
280	24	Ash	G		x
281	16	Ash	G		x
282	24	Ash	G		x
283	14	Ash	G7	EAB?	x
284	14	Ash	G		x
285	13	Ash	G		x
286	11	Ash	G		x
287	11	Ash	G		x
288	12	Box Elder	G		x
289	12	Ash	G		x
290	10	Ash	G		x
291	10	Ash	G		x
292	52	Cottonwood	G		x (Possible)
293	10	Ash	G		x
294	10	Ash	G		x
295	11	Ash	G		x
296	12	Ash	G		x
297	12	Ash	G		x
298	18	Ash	G		x
299	30	Box Elder	P	Rotten top	x
300	30	Box Elder	P		x
301	30	Box Elder	P		x
302	30	Box Elder	P		x
303	42	Poplar	G		x
304	15	Ash	G		x
305	15	Ash	G		x
307	17	Poplar	P	dead top	x
308	25	Poplar	P		x
309	15	Willow	P	Leaning	x
310	15	Willow	P		x (Possible)
311	14	Ash	G		x
312	14	Ash	G		x
313	10	Ash	G		x
314	14	Ash	G		x
315	10	Ash	G		x
316	18	Cottonwood			

PRINTED NAME: LEE CLIFTON
DATE: 01/13/23
UIC NO: 41613

MAPLE SHORES
20430 RADISSON ROAD, SHOREWOOD, MN 55449
THREE PLAN

DESIGNED BY: LJC
APPROVED BY: LJC
DATE: 06/24/23
APP. NO. 000000
CAD FILE: Tree_Survey.dwg

SHEET
T2.0

STATE HIGHWAY 7
 PROJECT LOCATION: MAPLE SHORES, MINN.

STATE TRUNK HIGHWAY NO. 7

- Bed A
 Maple Daley Asilbe
 Blueberry Thrin Hosta
 Purnian Blue Nepela
 Autumn Joy Sedum
 Autumn Yau
- Bed B
 Maple Daley Asilbe
 Korean Feather Reed Grass
 Golden Tira Hosta
 Thats All Folks Hs
 Annabelle Hydrangea
- Bed C
 Maple Daley Asilbe
 Rozanne Geranium
 Golden Tira Hosta
 Tanton Yau
- Bed D
 Maple Daley Asilbe
 Blueberry Thrin Hosta
 Thats All Folks Hs
 Purnian Blue Nepela
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed E
 Maple Daley Asilbe
 Korean Feather Reed Grass
 Golden Tira Hosta
 Thats All Folks Hs
 Purnian Blue Nepela
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed F
 Maple Daley Asilbe
 Korean Feather Reed Grass
 Golden Tira Hosta
 Thats All Folks Hs
 Purnian Blue Nepela
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed G
 Maple Daley Asilbe
 Korean Feather Reed Grass
 Golden Tira Hosta
 Thats All Folks Hs
 Purnian Blue Nepela
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed H
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed I
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed J
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed K
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed L
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed M
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed N
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed O
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed P
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed Q
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed R
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed S
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed T
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed U
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed V
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed W
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed X
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed Y
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea
- Bed Z
 Korean Feather Reed Grass
 Rozanne Geranium
 Apricot Sparkle Daylily
 Thats All Folks Hs
 Festiva Haina Peony
 Autumn Joy Sedum
 Annabelle Hydrangea

MAPLE SHORES			
LANDSCAPE PLAN			
DATE	01/05/2025	DESIGNED BY	MAPLE SHORES
SCALE	1" = 30'	CHECKED BY	MAPLE SHORES
PROJECT	MAPLE SHORES	DATE OF PLOT	01/05/2025
PROJECT NO.	MS-2025-03	PROJECT NO.	MS-2025-03

Notes:
 #Double Shredded Hardwood Mulch be installed in front of each house.
 #2-4" River Rock install on both sides and back of house in landscape bed.
 #4 Double Shredded Hardwood Mulch be installed in landscape bed around sign and landscape beds along with mulch.
 #All new trees planted in turf grass area will have double shredded hardwood mulch installed around.
 #All area that are not bee lawn or stormwater seed mix will be sod.

DESIGNING
Nature
 LANDSCAPING SERVICES
 332 RED FOX DRIVE HAVEL, MN 55340



DEVELOPMENT AND PUD AGREEMENT

MAPLE SHORES PUD

AGREEMENT dated _____, 2023, by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation, 5755 Country Club Road, Shorewood, MN 55331 ("City"), and Chamberlain Capital, LLC., a Minnesota Limited Liability Company (the "Developer").

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

Lot 24, Radisson Inn Addition, and Tracts A, B, C, D, H, I, J, and K, Registered Land Survey No. 730, all in Hennepin County, Minnesota.

2. CONDITIONS OF PLAT AND PUD APPROVAL. The City Council, at its August 22, 2022 meeting, considered and granted PUD Concept and Development Stage Approval and Preliminary Plat approval as set forth in resolutions nos. 2022-078 and 2022-079 and incorporated herein by reference. The City Council, at its March 27, 2023 meeting, considered and granted final plat approval as set forth in resolution no. 2023-035 and incorporated herein by reference. The City considered and granted PUD Final Plan approval as set forth in the letter dated March **XX**, 2023 and incorporated herein by reference. The Developer shall comply with the conditions of approval as adopted by the City Council and set forth in resolutions nos. 2022-078, 2022-079, 2023-035, and the letter dated March **XX**, 2023, which are incorporated as if fully set forth herein.

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

- A. this agreement has been fully executed by both parties and filed with the City Clerk;
- B. the Developer has executed and recorded with Hennepin County all drainage and utility easements required for the plat by the City Engineer in the City's standard form or the easements have been dedicated to the City on the plat;
- C. the Developer has executed and recorded the applicable and required Storm Water Maintenance and Encroachment Agreement with Hennepin County;
- D. the Developer has executed and recorded any other easement required by Shorewood City Code;

- D. the necessary security has been received by the City from or on behalf of the Developer;
- E. the necessary insurance for the Developer and its construction contractors has been received by the City;
- F. the plat has been filed with the Hennepin County Recorder or Registrar of Titles' office;
- G. final constructions plans and specifications have been submitted by the Developer and approved by the City Engineer;
- H. the Developer has paid the City for all legal, engineering, and administrative expenses incurred by the City regarding the City approvals and has given the City the financial guarantees and Administration Escrow required by this Agreement;
- I. the Developer has paid any outstanding assessments and taxes for the property or any property being deeded to the City;
- J. the Developer has fulfilled any park dedication and other fee requirements as specified under this Agreement;
- K. the Developer has received all necessary permits from all other agency having jurisdiction over the plat;
- L. the Developer or the Developer's engineer and the Developer's contractor(s) have initiated and attended a preconstruction meeting with the City Engineer and City staff; and
- M. the City has issued a written notice that all the above conditions have been satisfied and the Developer may proceed.

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

5. DEVELOPMENT PLANS. The plat shall be developed in accordance with the plans and specifications, dated January 23; February 7; and March 9, 2023 prepared by Gronberg and Associates and Anderson Engineering of Minnesota, and all revisions thereto, received and approved by the City Engineer and Planning Director incorporated herein as listed below. If the plans vary from the written terms of this Agreement, the written terms shall control. The plans are:

- Plan A - Plat
- Plan B - Final Grading, Drainage, and Erosion Control Plan
- Plan C - Plans and Specifications for Public Improvements
- Plan D – Development Lighting Plan
- Plan E – Site Plan
- Plan F – Tree Preservation Plan
- Plan G - Landscape Plan

- 6. IMPROVEMENTS.** The Developer shall install and pay for the following:
- A. Sanitary Sewer System

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

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

All construction activities shall be confined to the following hours: Monday – Friday, 7:00 a.m. until 7:00 p.m.; and Saturday, 8:00 a.m. until 5:00 p.m. Construction activities are not allowed on Sundays.

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

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

- Public Street
- Utilities
- Grading

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

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

7. CONTRACTORS/SUBCONTRACTORS. City Council members, City employees, and City Planning Commission members, and corporations, partnerships, and other entities in

which such individuals have greater than a 25% ownership interest or in which they are an officer or director may not act as contractors or subcontractors for the public Improvements identified in Paragraph 6 above.

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

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

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

10. TIME OF PERFORMANCE. The Developer shall install all required public Improvements by November 30, 2023, with the exception of the final wear course of asphalt on private streets. The final wear course on private streets shall be installed between August 15th and October 15th the first summer after the base layer of asphalt has been in place one freeze thaw cycle. Final wear course on public streets (Radisson Road) shall be placed during the initial season of work. The Developer may, however, request an extension of time from the City. If an extension is granted, it shall be conditioned upon updating the security posted by the Developer to reflect cost increases and the extended completion date. Final wear course placement outside of this time frame must have the written approval of the City Engineer.

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

The City, its engineer, building official, planning director or their designated agents shall periodically inspect the Improvements installed by the Developer, its contractors, sub-contractors or agents. Any inspections made pursuant hereto shall be done for the sole benefit of the City. The Developer hereby waives any right to rely on or to be assured of any approval by reason of any inspection. The Developer, its contractors, and subcontractors shall follow all reasonable instructions received from the City or its designated agents to allow the City an opportunity to inspect the improvement work requiring inspection by city engineer. The Developer shall notify the City engineer at least two (2) full working days prior to the

commencement of the site grading operation, laying of utility lines, sub-grade preparation, the laying of gravel base or bituminous surfacing for street construction or any other improvement work which shall be substantially buried or covered. Should the Developer fail to timely notify the City to allow the City to inspect the work, the City may at the City's option, require the Developer to uncover and/or replace or reconstruct any of the before-mentioned work in such a manner so as to provide the City with an opportunity for inspection.

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

12. EROSION AND WEED CONTROL. Prior to initiating site grading, the erosion control plan, Plan sheets C4.0, C10.0 and C11.0, shall be implemented by the Developer and inspected and approved by the City. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the grading operations shall be stabilized per the MCWD/MPCA Stormwater Permit for Construction Activity or within 7 days, whichever is sooner. Seed shall be in accordance with the City's current seeding specification which may include temporary seed to provide ground cover as rapidly as possible. All seeded areas shall be fertilized, mulched, and disc anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the City/MCWD/MPCA Stormwater Permit for Construction Activity or with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten (10) days, the City may draw down the security or administrative escrow, identified in Sections 21 and 28, to pay any costs. No development, utility or street construction will be allowed and no building permits will be issued unless the plat is in full compliance with the approved erosion control plan.

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

The City is a Bee Safe community and all products used shall consistent with the best practices for residential properties on the city's website and those products that do not use the

word "Danger" when indicating toxicity. Products with "Warning" should be used sparingly and not broadcast.

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

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

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

15. MONUMENTATION OF LOT AND BLOCK CORNERS. In accordance with Minnesota Statutes 505.021, the final placement of iron monuments for all lot corners must be completed before the applicable security is released and prior to issuance of building permits.

The Developer's surveyor shall also submit a written notice to the City certifying that the monuments have been installed following site grading, utility and street construction.

The Developer shall place iron monuments at all lot and block corners and at all other angle points on boundary lines. Iron monuments shall be placed or verified after all street and site grading has been completed by the Developer in order to preserve the lot markers for future property owners. More monuments may be required by the City engineer to serve the area. The Developer's Land Surveyor shall certify to the City in writing that all iron monuments were placed as stated above and that all lots in the subdivision comply with the City of Shorewood's Zoning Regulations so as to permit residential buildings thereon. Any iron monuments moved, destroyed or lost by activities of the Developer or Developer's agents (builders) on the property after having been originally placed, shall be replaced in the correct location by the Developer at Developer's cost.

No security shall be released for this item until this Section is satisfied.

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

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

18. LOCAL SANITARY SEWER AREA CHARGE. Property is subject to a storm sewer area charge of **\$7,200**. The area charge is based on the number of homes proposed (7) less one unit credit for the existing home that is already connected to municipal sewer. The charge is calculated as follows:

$$6 \text{ homes} \times \$1,200 = \$7,200$$

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

19. WATERMAIN AREA CHARGE. Property is subject to a watermain area charge of **\$10,000**. The area charge is based on number of proposed homes times the standard fee and is calculated as follows:

6 twin homes times \$7,500 = \$45,000 plus
1 single family home times \$10,000 = \$10,000
Total: \$55,000

The developer is eligible for credit toward this charge for extending the cost of the public watermain into and up to the northerly extent of the development. Accordingly to the Developer's engineering estimate, the cost of installing the watermain will exceed the watermain area charges and no cash payment would be necessary for this development. Credit for the cost of installing the watermain shall not exceed the fee calculated above. However, the Developers Watermain Area Charge is satisfied and Developer is obligated to pay \$0.

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

20. PARK DEDICATION. The Developer shall pay a cash contribution of **\$39,000** in satisfaction of the City's park dedication requirements. The charge was calculated as follows:

Seven new homes less credit for the one existing home times \$6,500 = \$39,000.

21. Escrow. Prior to release of the plat for recording, the Developer shall pay to the City an escrow deposit in the amount of \$6,000 (the "Escrow"). The Escrow will be deposited on account and remain there until completion of all work related to the subdivision as outlined in paragraph 3. The City reserves the right to apply any portion of the Escrow toward a delinquent payment, emergency repair, or to apply final billing for planning, engineering or legal services paid for by the City. The City shall return to the Developer all excess funds on deposit within 60 days after the completion of the warranty period for the items in Section 6.

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

A. Park Dedication	\$39,000
B. Local Sanitary Sewer Availability Charge	\$7,200
C. Watermain Area Charge	\$0
D. Administrative Escrow	<u>\$6,000</u>
TOTAL CASH REQUIREMENTS	\$52,500

23. CONSTRUCTION ACCESS. Construction traffic access and egress for is restricted to access the subdivision to Old Market Road via Radisson Road. No construction traffic is permitted on other adjacent local streets or on Radisson Road west of the development.

24. LANDSCAPING. The Development shall be subject to landscaping requirements as set forth in the Landscaping Plan, the Tree Preservation Policy and City Code Chapters 1103, 1201, and 1202. Except that area needed for construction of the units and weather permitting, the trees, sod, and seed shall around the periphery of the site shall be planted with landscaping by **September 30, 2023**. The landscaping near and around each pad shall be completed when the adjacent home receives a certificate of occupancy, or by June 15th following occupancy if occupancy occurs October 1st through April 30th.

All trees shall be warranted to be alive, of good quality, and disease free for two (2) years after planting. Any replacements shall be warranted for twelve (12) months from the time of City acceptance, following inspection. The Developer is responsible for contacting the City when all the landscaping has been installed to set up an inspection. Seventy Five percent (75%) of the security will be released when all the landscaping has been installed and inspected by City staff and the remaining twenty-five percent (25%) will be released after the landscaping inspection and any warranty work has been completed. The surety for landscaping is included in Section 28 of this Agreement.

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

25. WETLAND BUFFER. The Developer shall comply with the requirements of the Wetland Developments Code (Chapter 1102 of City Code) and the Wetlands Conservation Act of 1991 [Minn. Stat. 103 G.221 et. seq. (hereinafter referred to as the WCA)]. The buffer areas adjacent to wetlands shall be maintained in their natural state consistent with the conservation easements recorded with the Hennepin County Recorder or Registrar of Titles against the Property.

Wetland buffers shall be identified within each lot or outlot by permanent monuments approved by the City. A monument is required at each lot line where it crosses a wetland buffer strip and as necessary to establish required setbacks from the wetland buffer strip and as shown on the final grading plan, as approved by the Planning Director/City Engineer. Monuments shall be placed within 60 days of completion of site grading or prior to issuance of a building permit (except for one model permit), whichever occurs first.

Prior to release of the financial guarantees for this item, the Developer's engineer/surveyor shall certify all wetland buffer monuments are in place per the approved plan.

26. SPECIAL PROVISIONS. The following special provisions shall apply to the Maple Shores plat/PUD development:

- A. The Developer is required to submit the final plat in electronic format. The electronic format shall be either AutoCAD.DWG file or a .DXF file. All construction record drawings (e.g., grading, utilities, streets) shall be in electronic format in accordance with standard City specifications.

- B. The Maple Shores PUD is approved to allow one single-family home and six two-family homes as permitted uses subject to the terms and conditions of the resolutions listed above.
- C. The permitted accessory uses within the development shall be as allowed in the R-1D zoning district, except that the following are prohibited: The storage or parking of recreational vehicles or equipment outside the attached garage; detached accessory buildings, including but not limited to tool sheds, greenhouses, conservatories, and the like; and no garage space may be rented to other persons.
- D. Maintenance of stormwater features for treatment, volume control and rate control within the PUD shall be the responsibility of the HOA.
- E. The total impervious surface on each lot within the plat shall not exceed the amount shown on the grading plan.
- F. Retaining walls that require a building permit shall be constructed in accordance with plans and specifications prepared by a structural or geotechnical engineer licensed by the State of Minnesota. Following construction, a certification signed by the design engineer shall be filed with the Building Official evidencing that the retaining wall was constructed in accordance with the approved plans and specifications. All retaining walls identified on the development plans and by special conditions referred to in this Agreement shall be constructed before any other building permit is issued for the homes abutting the retaining wall is required to be built.
- G. The development standards shall consist of the following:
 - 1) Minimum setbacks from the property lines shall be as follows:
 - a. From the Radisson Road right-of-way: 35 feet
 - b. From the Highway 7 right-of-way: 50 feet
 - c. From the curb of the private street to the garage doors: 20 feet
 - d. From the interior side property lines: 10 feet
 - e. From the wetland buffers: 15 feet
 - f. No dwelling unit may extend beyond the unit lot lines into the common area and the HOA documents shall be drafted to reflect the restriction.
 - 2) Height: No dwelling shall exceed 35 feet or as shown on the plans submitted May 19, 2022, whichever is less.
 - 3) A minimum of two spaces in the garage shall be reserved for parking of personal vehicles.
- H. The HOA shall be responsible for maintaining the buffer and wetland buffer monuments.
- I. A subdivision sign shall be permitted with this development subject to the limitations in 1201.03 Subd. 11 e. (1) (a) and shall be at least five feet from public rights-of-way.
- J. The required lot areas and widths for each residential property shall be as shown and approved on the final plat.
- K. The final plat for the PUD include an outlot which shall be owned and maintained by the Homeowners' Association (the HOA") as common open space, including a privately-owned access drive, bollard lighting, storm water management features, and one monument sign consistent with the size limitations, height, setback, permit and glare requirements of the zoning regulations in City Code Chapter 1201. Benches for resident use or fences may also be installed, subject to City approval. No other structures are permitted.
- L. The private street shall be designed to fire code standards.

- M. Model home: One model home with a sales office shall be permitted subject to the following:
- 1) The model home/sales office is allowed until permits are issued for all four structures. At that point, it must be converted back to a home and the parking area removed.
 - 2) Any lighting for the model home shall be limited by the lighting regulations in Chapter 1201.03 Subd. 2. v. and shall be turned off one hour after the real estate office closes or 8 p.m., whichever is earlier.
 - 3) Temporary signage for the model home is limited to a combined total of 30 square feet in no more than two signs.
 - 4) A handicapped accessible port-a-potty shall be provided adjacent to the model home unless handicapped accessible facilities are provided within the unit.
 - 5) No commercial flags and no pennants, banners or streamers shall be installed on the property.
 - 6) The model home permit shall not be issued until the utility work is complete and the curbs and aggregate base of the street is constructed.
 - 7) The model home permit shall not be issued until the grades for the affected lot have been certified as required by Section 13.
 - 8) The Developer and/or assigns agree to be solely responsible for setting elevations and placement of these structures and hereby releases and holds the City harmless from any damage associated therewith, including access problems, fire protection, drainage and erosion.
 - 9) The Developer and/or assigns also agree that this construction will be done in a manner that will not interfere with the construction of the public Improvements, if any.
 - 10) No sewer and water connections or inspections may be conducted and no one may occupy the model home building until the streets needed for access have been paved with the 1st layer of bituminous surface and the utilities have been accepted by the City Engineer.
 - 11) No one may occupy the model home building until a Certificate of Occupancy for such house is issued by the City and that such model homes shall comply with all other requirements of this Agreement and the PUD.
 - 12) The model home shall comply with the terms of this Agreement and the PUD within twelve months of the issuance of the building permit.
 - 13) Model home lots shall be sodded and landscaped pursuant to the terms of this Agreement and the landscaping plan.
- N. The Developer shall enter into an encroachment agreement defining coordination requirements and responsibility for private street repairs over the public utilities.

27. Surety for Improvements. For the purpose of assuring and guaranteeing to the City that the Improvements shall be constructed, installed and furnished by the Developer as listed in Section 6, according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in Section 6 and that the Developer pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer agrees to furnish to the City either a cash deposit or an irrevocable letter of credit approved by the City (the "Surety") in an amount equal to 150% of the total cost of said Improvements estimated by the Developer's engineer and approved by the City Engineer.

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

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

28. SUMMARY OF SECURITY REQUIREMENTS. To guarantee compliance with the terms of this Contract, payment of real estate taxes including interest and penalties, payment of special assessments, payment of the costs of all public Improvements, and construction of all public Improvements, the Developer shall provide a security. This security shall be submitted prior to any grading, tree removal or other construction activity; issuance of any permit for the development, or the release for recording of the Final Plat. The security shall be in the form of either an irrevocable Letter of Credit ("Letter of Credit") whose form shall be subject to approval of the City Attorney or a Cash Deposit ("Cash Deposit") (the Letter of Credit and Cash Deposit collectively the "Security"). The amount of the Security shall be 150% of the Developer's actual accepted bids for the Improvements ("security") which shall be in the amount of **\$1,484,361**. The amount of the Security was calculated as shown below.

Site Grading	\$124,331
Removals	\$53,205
Street Construction	\$112,228
Sanitary Sewer	\$74,956
Watermain	\$205,383
Storm Sewer	\$125,361
Erosion Control	\$16,123
Retaining Wall	\$186,713
Landscaping, Tree Preservation and Lighting	<u>\$91,275</u>
Total	\$989,574
150% Total	\$1,484,361

The attached breakdown is for historical reference; it is not a restriction on the use of the security. The bank shall be subject to the approval of the City. The City may draw down the security, without notice, for any violation of the terms of this Agreement. If the required public

Improvements are not completed at least thirty (30) days prior to the expiration of the security, the City may also draw it down without notice. If the security is drawn down, the proceeds shall be used to cure the default.

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

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

30. ISSUANCE OF BUILDING AND OCCUPANCY PERMITS

The Developer agrees and understands that no building permit for any dwelling to be constructed within the Development will be issued by the City, except the model home as outlined in Section 26, until requirements of the Agreement are completed and after the following minimum improvements have been completed to the satisfaction of the City Engineer:

- (1) grading, sanitary and storm sewers, drainage controls, individual lot sewer and water services, and fire hydrants;
- (2) submission to the City of an as-built grading plan has been completed and certified in writing in compliance with Section 13;
- (3) submission of a survey consistent with Plan B for the lot for which the building permit is being requested; and
- (4) first lift of bituminous pavement, permanent or temporary, gas, electricity, telephone, lot monumentation, street lighting, street and traffic signs are installed.

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

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

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

31. RESPONSIBILITY FOR COSTS.

- A. Except as otherwise specified herein, the Developer shall pay all costs incurred by it or the City in conjunction with the development of the plat, including but not limited to legal, planning, engineering and construction observation inspection expenses incurred in connection with approval and acceptance of the plat, the preparation of this Contract, review of construction plans and documents, and all costs and expenses incurred by the City in monitoring and inspecting development of the plat.
- B. The Developer shall hold the City and its officers, employees, and agents harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from plat approval and the development of the plat and/or the subdivision, including without limitation of and administration of rights and responsibilities under this Agreement. The Developer shall indemnify the City and its officers, employees, and agents for all costs, damages, or expenses which the City may pay or incur in consequence of such claims, including attorneys' fees.
- C. The Developer agrees to pay the total amount of costs, charges, expenses and attorneys' fees incurred or paid at any time by the City in relation to the development of this Project, including but not limited to enforcement of this Contract, a condemnation action, or any action or event of default by Developer, resulting in any suit or proceeding at law or in equity to which the City shall become a party in reference to the Developer's interest in the Property or the Project. The costs set forth in this paragraph may be paid from the Security required by Section 28 or the Administrative Escrow required by Section 21.
- D. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all special assessments referred to in this Contract. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- E. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may halt plat development and construction until the bills are paid in full. Additionally, the Developer shall pay in full all bills submitted to it by the City prior to any reductions in the security for the development.
- F. In addition to the charges and special assessments referred to herein, other charges and special assessments may be imposed such as but not limited to sewer availability charges ("SAC"), and other building or building-related permit fees.

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

33. DEVELOPER'S DEFAULT.

A. Events of Default. The following shall be "**Events of Default**" under this Agreement:

- i. Failure by the Developer to observe and substantially perform any covenant, condition, obligation or agreement on its part to be observed or performed under the terms of this Agreement.
- ii. If the Developer shall admit in writing its inability to pay its debts generally as they become due, or shall file a petition in bankruptcy, or shall make an assignment for the benefit of its creditors or shall consent to the appointment of a receiver of itself or of the whole or any substantial part of the Property.
- iii. If the Developer shall file a petition under the federal bankruptcy laws.
- iv. If the Developer shall fail to begin or complete construction of the Improvements in conformance with this Agreement, and such failures are not due to unavoidable delays as defined in this Agreement.
- v. If the Developer shall, after commencement of the construction of any of the Improvements, default in or violate its obligations with respect to the construction of the same (including the nature and the date for the completion thereof), or shall abandon or substantially suspend construction work, and such act or actions is not due to unavoidable delays hereof and any such default, violation, abandonment, or suspension shall not be cured, ended or remedied within the time provided for in this Agreement.
- vi. The Developer giving notice of intent not to renew the Security.

B. Notice/Remedies of Default. With the exception of defaults occurring under Section 33A, regarding the maintenance of renewal of the Developer's Security, whenever any Event of Default occurs, the City shall give written notice of the Event of Default to Developer by United States mail at Developer's notice address in Section 35 or as subsequently amended in writing. If the Developer fails to cure the Event of Default within ten (10) days of the date the notice is mailed, in addition to any other remedy provided in this Agreement, and without waiver of any such right, City may avail itself of any or all of the following remedies for so long as the Developer is in default:

- i. Halt all plat development work and construction of Improvements until such time as the Event of Default is cured.
- ii. Refuse to issue building permits or occupancy permits as to any lot until such time as the Event of Default is cured.
- iii. Apply to a court of competent jurisdiction to enjoin continuation of the Event of Default.
- iv. If the Event of Default is the failure of Developer to complete, construct, install, or correct the Improvements in accordance with this Agreement, the City may perform the work and the Developer shall reimburse the City for its expenses. This provision shall be a license granted by the Developer to the City to act and does not require the City to obtain any court order, but shall not require the City to take any such action. Developer consents to such action by City and waives any claim Developer may have against City for damages in the event City exercises its

rights in accordance with this provision. This remedy is in addition to and not in lieu of the City's right to draw on all security referenced in this Agreement or any other remedy available. The City may also, at its option, specially assess the costs against the Property.

- v. Terminate this Agreement by written notice to Developer at which time all terms and conditions as contained herein shall be of no further force and effect and all obligations of the parties as imposed hereunder shall be null and void.
- vi. Draw upon and utilize Developer funds and/or security in order to cover the costs of the City in order to correct the Event of Default.

34. MISCELLANEOUS.

- A. The Developer, as an inducement to the City to enter into this Agreement, hereby represents, warrants, and covenants to the City as follows:
 - i. The Developer is a duly organized corporation under the laws of the State of Minnesota in good standing and authorized to do business in the State of Minnesota and is under no restriction to enter into this Agreement.
 - ii. The Developer is the owner in fee simple of the property and has marketable title to the real estate described in the plat of Maple Shores.
 - iii. The execution, delivery and performance of this Agreement does not and will not result in any breach of, or constitute a default under, any indenture, mortgage, contract, agreement or instrument to which the Developer is a party or by which it, or its property, is bound.
 - iv. There are no pending, or to the knowledge of the Developer, threatened actions or proceedings before any court or administrative agency which will adversely affect the financial condition, business or operation of the Developer or the ability of the Developer to perform its obligations under this Agreement.
 - v. The Developer will comply with and promptly perform all of the Developer's obligations under this Agreement and all related documents and instruments.
- B. The Developer represents to the City that the plat complies with all city, county, metropolitan, state, and federal laws and regulations, including but not limited to: PUD requirements, subdivision and zoning regulations, and environmental regulations. If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.
- C. Third parties shall have no recourse against the City under this Agreement.
- D. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.
- E. If any portion, section, subsection, sentence, clause, paragraph, or phrase of this Agreement is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Agreement.
- F. If building permits are issued prior to the acceptance of public Improvements, the Developer assumes all liability and costs resulting in delays in completion of public Improvements and damage to public Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents, or third parties.
- G. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Contract. To be binding, amendments or waivers shall be in writing,

signed by the parties and approved by written resolution of the City Council. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

- H. Recording. This Agreement shall run with the land and be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.
- I. Insurance. Prior to execution of the final plat, Developer and its general contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Developer and its general contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public Improvements, such insurance as shall protect Developer and its general contractor and the City for work covered by the Agreement including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Developer and its general contractor or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

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

The following coverages shall be included:

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

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

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

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

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

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

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

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

- J. Indemnification. To the fullest extent permitted by law, and in addition to the responsibility outlined in Section 31 (B), Developer agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Developer's negligence or its performance or failure to perform its obligations under this Contract. Developer's indemnification obligation shall apply to Developer's general contractor, subcontractor(s), or anyone directly or indirectly employed or hired by Developer, or anyone for whose acts Developer may be liable. Developer agrees this indemnity obligation shall survive the completion or termination of this Contract.
- K. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy.
- L. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.
- M. Until all Improvements of the Developer have been fully completed, the Developer shall not voluntarily sell, assign or transfer Developer's interest in the project or any part thereof without the written consent of the City, which shall not be unreasonably withheld, with the exception of items (i), (ii), and (iii) below:
 - (i) a transfer by the Developer to any corporation, partnership, or limited liability company controlling, controlled by, or under common control with the Developer;
 - (ii) grant or conveyance of a mortgage interest in the Property for the purpose of obtaining financing necessary to enable the Developer to perform its obligations with respect to the construction of the Project; or
 - (iii) conveyance of any easements necessary for the Project.

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

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

Paul and Liza Cameron
Chamberlain Capital, LLC.
3918 Willmatt Hill
Minnetonka, MN 55305
952.649.7653
Paul@Chamberlaincap.com or Liza@Chamberlaincap.com

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

Planning Director
City of Shorewood
5755 Country Club Road
Shorewood, Minnesota 55331
952-960-7912
planning@ci.shorewood.mn.us

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

MAPLE SHORES HOMEOWNERS ASSOCIATION

BYLAWS

SECTION 1 GENERAL

The following are the Bylaws (the “**Bylaws**”) of the Maple Shores Homeowners Association, a Minnesota nonprofit corporation (the “**Association**”). The Association is organized pursuant to Minnesota Statutes Chapter 317A (the “**Act**”), and Section 515B.3-101 of the Minnesota Common Interest Ownership Act for the purpose of operating and managing Maple Shores, a planned community created in Hennepin County, Minnesota pursuant to the Act. The terms used in these Bylaws shall have the same meaning as they have in the Declaration of Maple Shores Common Interest Community (as amended and restated, the “**Declaration**”) and the Act.

SECTION 2 MEMBERSHIP

2.1 Owners Defined. All Persons described as Owners in Section 4 of the Declaration shall be Members. No Person shall be a Member solely by reason of holding a security interest in a Unit. A Person shall cease to be a Member at such time as that Person is no longer an Owner. The terms Member and Owner are sometimes used interchangeably in these Bylaws.

2.2 Registration of Owners and Occupants. An Owner shall register with the Secretary of the Association, in writing, (i) the name, address, telephone number and email address of the Owners and any Occupants of the Unit; (ii) the nature of such Owner's interest or estate in each Unit owned; (iii) the address at which the Owner desires to receive notice of any meeting of the Owners, if other than the Unit address; (iv) whether the Owner consents to receive notice by electronic communication and, if so, designation of the email address or other available form of electronic communication by which the Owner desires to receive notice in accordance with Section 317A.450 of the Act; (v) the name and address of any Mortgagee with respect to the Unit; and (vi) the name of the Owner entitled to cast the vote allocated to the Owner's Unit. Each Owner shall have a continuing obligation to advise the Association in writing of any changes in the foregoing information.

2.3 Transfer of Membership. Each Membership is appurtenant to the Unit on which it is based and shall transfer automatically upon any voluntary or involuntary transfer of the ownership of such Unit. It shall be the responsibility of each Owner, upon becoming an Owner of a Unit, to register with the Association in the manner provided in the foregoing section.

SECTION 3 VOTING

3.1 Entitlement. Each Unit in the Property shall be entitled to one (1) vote. However, no vote shall be exercised as to a Unit while the Unit is owned by the Association.

3.2 Authority to Cast Vote; Multiple Owners. At any meeting of the Owners, an Owner included on the voting register presented by the Secretary in accordance with Section 4.6, or the holder of such Owner's proxy, shall be entitled to cast the vote which is allocated to the Unit owned

by the Owner. If there is more than one Owner of a Unit, only one of the Owners may cast the vote. If the Owners of a Unit fail to agree as to who shall cast the vote, or fail to register pursuant to Section 2.2, the vote shall not be cast.

3.3 Voting by Proxy. An Owner may cast the vote which is allocated to the Owner's Unit and be counted as present at any meeting of the Owners by executing a written proxy naming another person entitled to act on that Owner's behalf, and delivering the same to the Secretary before the commencement of any such meeting. All proxies granted by an Owner shall be effective until the earliest of the following events: (i) revocation by the granting Owner by written notice or by personally attending and voting at the meeting for which the proxy is effective; (ii) the date specified in the proxy, if any; or (iii) the time at which the granting Owner is no longer an Owner.

3.4 Voting by Written Ballot. The entire vote on any issue, except the election or removal of directors, may be determined by written ballots mailed to the Owners along with a notice of the vote, subject to the following requirements.

3.4.1 The notice of the vote shall: (i) clearly state the proposed action; (ii) indicate the number of responses needed to meet the quorum requirements; (iii) state the percentage of approvals necessary to approve each matter other than election of directors; and (iv) specify the time by which a ballot must be received by the Association in order to be counted.

3.4.2 The ballot shall: (i) set forth each proposed action, and (ii) provide an opportunity to vote for or against each proposed action.

3.4.3 The Board shall set the time for the return of ballots, which shall not be less than fifteen nor more than forty-five days after the date of mailing of the ballots to the Owners. The Board shall provide notice of the results of the vote to the Owners within ten days after the expiration of the voting period.

3.4.4 Approval by written ballot under this Section is valid only if (i) the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and (ii) the number of approval votes equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.

3.5 Voting by Electronic Means. Voting by ballot may also be conducted by electronic communication alone or in combination with mailed, written ballots in accordance with Section 3.4 above. Voting by electronic communication may only be used if the applicable Owner has registered such Owner's consent thereto in accordance with Section 2.2 above and Section 317A.447 of the Act. Consent by an Owner to receive notice by electronic communication in the manner designated under Section 2.2 constitutes consent to receive a ballot by electronic communications in the same manner.

3.6 Vote Required. A majority of the votes cast at any properly constituted meeting of the Owners, or cast by written ballot or electronic ballot in accordance with Section 3.4 or 3.5, shall decide all matters properly brought before the Owners, except where a different vote or voting procedure is required by the Governing Documents or the Act. Unless otherwise expressly

indicated, the term majority as used herein shall mean in excess of fifty percent of the votes cast by the Owners voting in accordance with the voting procedures set forth in Section 3 and the allocation of voting power set forth in the Declaration. Cumulative voting shall not be permitted.

SECTION 4 MEETINGS OF OWNERS

4.1 Place. All meetings of the Owners shall be held at a suitable place within Hennepin County, Minnesota, and convenient to the Owners, as may be designated by the Board in any notice of a meeting of the Owners. The Board shall have the right to designate that an annual or special meeting of Owners may be held solely by one or more means of remote communication if the requirements of Section 317A.450 of the Act are met.

4.2 Annual Meetings. An annual meeting of the Owners shall be held in each fiscal year on a date, and at a reasonable time and place, designated by the Board. At each annual meeting of the Owners, (i) the persons who are to constitute the Board shall be elected pursuant to Section 6; (ii) a report shall be made to the Owners on the activities and financial condition of the Association; and (iii) any other matter which is included in the notice of the annual meeting, and is a proper subject for decision by the Owners, shall be considered and acted upon at the meeting. During the Declarant Control Period described in the Declaration, the Declarant shall have the right to appoint all members of the Board.

4.3 Special Meetings. Special meetings of the Owners may be called by the President as a matter of discretion. Following expiration or earlier termination of the Declarant Control Period, Special meetings of the Owners shall be called by the President or Secretary within thirty days following receipt of the written request of a majority of the members of the Board or of Owners entitled to cast at least thirty percent of all the votes in the Association. The meeting shall be held within sixty days following receipt of the request. The request shall state the purpose of the meeting, and the business transacted at the meeting shall be confined to the purposes stated in the notice.

4.4 Notice of Meetings. Not less than twenty-one (21) nor more than thirty (30) days in advance of any annual meeting of the Owners, and at least seven (7), but no more than thirty (30), days in advance of any special meeting of the Owners, the Secretary shall send, to all Persons who are Owners as of the date of sending the notice, notice of the time, place and agenda of the meeting. The notice shall be sent by United States mail or by hand delivery or by email communication if the member has consented to receive the notice by electronic communication, at the Owner's Unit address or to such other address as the Owner may have designated in writing to the Secretary. The notice shall also be sent to the Mortgagee with respect to a Unit, upon request, at the address provided by the Mortgagee. Any Mortgagee shall, upon request, be entitled to designate a representative to be present at any meeting.

4.5 Quorum/Adjournment. The presence of Owners in person or by proxy, who have the authority to cast in excess of fifty percent (50%) of all the votes in the Association shall be necessary to constitute a quorum at all meetings of the Owners for the transaction of any business, except that of adjourning the meeting to reconvene at a subsequent time. The Association may not be counted in determining a quorum as to any Unit owned by the Association. Any meeting may be adjourned from time to time, but until no longer than fifteen (15) days later, without notice other than announcement at the meeting as initially called. If a quorum is present at the reconvened

meeting, any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. A quorum, having once been established at a meeting or a reconvened meeting, shall continue to exist for that meeting notwithstanding the departure of any Owner who was present when the quorum was established.

4.6 Voting Register. The Secretary shall have available at the meeting a list of the Unit numbers, the names of the Owners, the vote attributable to each Unit and the name of the person (in the case of multiple Owners) authorized to cast the vote.

4.7 Agenda. The agenda for meetings of the Owners shall be established by the Board, consistent with the Governing Documents, and shall be sent to all Owners along with the notice of the meeting.

4.8 Order of Business. The order of business at all annual meetings of the Owners shall be as follows:

- a. Roll call.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading minutes of preceding meeting.
- d. Report of officers.
- e. Report of committees.
- f. Designation of regular date for annual meetings (if necessary)
- g. Election of Board.
- h. Unfinished business.
- i. New business.
- j. Open forum.
- k. Announcement of date, time and place of the organizational meeting of new Board.
- l. Adjournment.

SECTION 5 ANNUAL REPORT

After expiration or earlier termination of the Declarant Control Period, the Association shall prepare an annual report, a copy of which shall be provided to each Owner at or prior to the annual meeting. The report shall contain, at a minimum:

5.1 Capital Expenditures. A statement of any capital expenditures in excess of two percent of the Association's current budget or five thousand dollars (\$5,000.00), whichever is greater, approved by the Association for the current year or succeeding two (2) fiscal years, and copies of paid invoices and a check register report including check number, payee, amount and description of the purpose for each such expenditure.

5.2 Reserve Funds. A statement of the association's total replacement reserves, the components of the Property for which the reserves are set aside, and the amounts of the reserves, if any, that the Board has allocated for the replacement of each of the components;

5.3 Financial Statements. A copy of the statement of revenues and expenses for the Association's last fiscal year, and a balance sheet and check register report including check number, payee, amount and description of the purpose for each such expenditure as of the end of said fiscal

year.

5.4 Litigation and Judgments. A statement of the status of any pending litigation or judgments to which the Association is a party.

5.5 Insurance. A detailed description of the insurance coverage provided by the Association, including a statement as to which, if any, of the items referred to in Section 515B.3-113(b) of the Act are covered. Evidence of such coverage and copies of the applicable policies shall be made available by the Association and emailed annually to Owners upon request.

5.6 Status of Assessments. A statement of the total past due Assessments on all Units, current as of not more than sixty days prior to the date of the meeting.

SECTION 6 BOARD OF DIRECTORS

6.1 Number and Qualification. The affairs of the Association shall be governed by a Board of Directors (the "Board"). The Board shall be composed of three (3) directors. Each of the directors shall have the same rights and obligations, except as otherwise provided by the Governing Documents. Except as provided herein, a majority of the directors shall be Owners, or officers or employees of an Owner that is a legal entity rather than a natural person, and no two directors may be Owners of the same Unit, or affiliates of the same Owner if the Owner is other than a natural person.

6.2 Term of Office and Election. The election and terms of office of the members of the Board shall be as follows:

6.2.1 During the Declarant Control Period, the Board shall consist of the three (3) directors designated in the Articles of Incorporation, who need not be Owners, and who shall serve until replaced or until the initial organizational meeting of the Owners which shall occur after the earliest of: (i) voluntary surrender of control by Declarant; (ii) after conveyance to Owners other than Declarant of seventy-five percent (75%) of the total number of Units authorized to be included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than Declarant. Notwithstanding the foregoing, the Owners other than Declarant shall have the right to nominate and elect not less than thirty-three and one-third percent (33.3%) of the Board at a meeting of the Owners which shall be held within sixty (60) days following conveyance by Declarant of fifty percent (50%) of the total number of Units authorized to be included within the Property.

6.2.2 Upon expiration of the Declarant Control Period, Declarant shall schedule a meeting of the Owners at which the Board appointed by the Declarant shall resign and the Owners shall elect three (3) directors. The candidate receiving the most votes shall be elected for a term of three (3), the candidate receiving the second-most votes shall be elected for a term of two (2) years, and the candidate receiving the next most votes shall be elected for a term of one (1) year. Each term of office thereafter shall be two (2) years and shall expire upon the election of a successor director at the appropriate annual meeting of the Owners; provided, that a director shall continue in office until a successor is elected.

6.2.3 Prior to each annual meeting, the Owners of Units shall nominate a number of nominees sufficient to fill the expiring terms of directors, or such greater number of nominees as said Owners deem appropriate. Owners entitled to cast votes must cast their votes for a sufficient number of nominees to fill the open director positions. A number of nominees equal to the number of open director positions, and receiving the greatest numbers of votes, shall be elected, notwithstanding that one or more of them does not receive a majority of the votes cast. At the first election, unless otherwise unanimously agreed by the elected directors, the nominee or nominees receiving the greatest numbers of votes shall fill the longer terms. A director appointed or elected to fill an uncompleted term shall serve until the natural termination of that term, unless removed in accordance with these Bylaws. All directors must be in good financial and legal standing with the Association to remain a director or be elected as a director.

6.3 Nominations. Following the Declarant Control Period, nominations for election to the Board at each annual meeting may be made by the Board, a nominating committee appointed by the Board or an Owner. All nominations shall be consistent with the requirements of this Section 6, and shall be made only with the consent of the nominee.

6.4 Powers. The Board shall have all powers necessary for the administration of the affairs of the Association, and shall exercise for the Association all powers and authority vested in or delegated to the Association (and not expressly prohibited or reserved to the Owners) by law or by the Governing Documents. The powers of the Board shall include, without limitation, the power to:

6.4.1 adopt, amend and revoke Rules not inconsistent with the Governing Documents, as follows: (i) regulating the use of the Common Elements; (ii) regulating the use of the Units, and the conduct of Owners and Occupants, which may jeopardize the health, safety or welfare of other Owners and Occupants, which involves noise or other disturbing activity, or which may damage the Common Elements or other Units; (iii) regulating or prohibiting animals; (iv) regulating changes in the appearance of the Common Elements and conduct which may damage the Property; (v) regulating the exterior appearance of the Property, including, for example, balconies and patios, window treatments, signs, and other displays regardless of whether inside a Unit; (vi) implementing the Governing Documents, and exercising the powers granted by this Section; and (vii) otherwise facilitating the operation of the Property;

6.4.2 adopt and amend budgets for revenues, expenditures and reserves, levy and collect Assessments, and foreclose Assessment liens incidental to its collection efforts;

6.4.3 hire and discharge managing agents and other employees, agents and independent contractors;

6.4.4 subject to the limitations set forth in the Declaration, institute, defend or intervene in litigation or administrative proceedings (i) in its own name on behalf of itself or two or more Owners on matters affecting the Common Elements or other matters affecting the Property or the Association, or (ii) with the consent of the Owners of the affected Units, on matters affecting only those Units;

6.4.5 make contracts and incur liabilities;

6.4.6 regulate the use, maintenance, repair, replacement and modification of the Common Elements and the Units;

6.4.7 cause improvements to be made as a part of the Common Elements;

6.4.8 acquire, hold, encumber and convey in its own name any right, title or interest to real estate or personal property, subject to the requirements of the Act for the conveyance or encumbrance of the Common Elements;

6.4.9 grant or amend easements, leases and licenses through, over and under the Common Elements, for public and private roadways, utilities and other public purposes, and for public and private cable, internet, satellite and other electronic communications systems, and to grant or amend other easements, leases and licenses through, over or under the Common Elements if (i) expressly authorized by the Declaration or MCIOA or (ii) approved by a majority vote of the Owners other than Declarant;

6.4.10 impose and receive any payments, fees or charges for the use, rental, or operation of the Common Elements (other than Limited Common Elements) and for services or amenities provided to Owners;

6.4.11 impose charges for late payment of Assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Governing Documents, the Rules or the Act;

6.4.12 borrow money, and encumber or pledge the assets of the Association as security therefor; provided, that any borrowings in any twelve month period which exceed, in aggregate, twenty percent of the Association's then current annual budget, shall require approval by a majority vote of the Owners other than Declarant;

6.4.13 impose reasonable charges for the review, preparation and recording of amendments to the Governing Documents, resale disclosure certificates required by Section 515B.4-107 of the Act, statements of unpaid Assessments, or furnishing copies of Association records;

6.4.14 provide for the indemnification of its officers, directors and committee members, and maintain directors and officers liability insurance;

6.4.15 provide for reasonable procedures governing the conduct of meetings and the election of directors;

6.4.16 appoint, regulate and dissolve committees; and

6.4.17 exercise any other powers conferred by law or the Governing Documents, or which are necessary and proper for the governance of the Association.

6.5 Meetings and Notices. An annual meeting of the Board shall be held promptly following each annual meeting of the Owners. At each annual meeting of the Board, the officers of the Association shall be elected.

6.5.1 Upon expiration of the Declarant Control Period, Regular meetings of the Board shall be held at least on a quarterly basis, at such times as may be fixed from time to time by a majority of the directors, provided however that a scheduled quarterly meeting of the Board may be waived upon unanimous approval of the directors so long as the prior quarterly meeting was held. A schedule, or any amended schedule, of the regular meetings shall be provided to the directors, and posted or published for the information of Owners, to the extent required by Section 6.5.5.

6.5.2 Special meetings of the Board shall be held when called (i) by the President, or (ii) by the Secretary within ten days following the written request of a majority of the directors. Notice of any special meeting shall be given to each director not less than three days in advance thereof, subject to Section 6.5.5. Notice to a director shall be deemed to be given when deposited in the United States mail postage prepaid to the Unit address of such director, or when sent via electronic means to the address on file with the Association, or when personally delivered, orally or in writing, by a representative of the Board.

6.5.3 Any director may at any time waive notice of any meeting of the Board orally, in writing, or by attendance at the meeting. If all the directors are present at a meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

6.5.4 A conference among directors by a means of communication through which all directors can simultaneously hear each other during the conference is a Board meeting, if (i) the same notice is given for the conference as would be required for a meeting, and (ii) the number of directors participating in the conference is a quorum. Participation in a meeting by this means is personal presence at the meeting.

6.5.5 Except as otherwise provided in this Section or by law, meetings of the Board must be open to the Owners. To the extent practicable, the Board shall give reasonable notice to the Owners of the date, time, and place of a Board meeting. If the date, time and place of meetings are provided for in the Governing Documents, announced at a previous meeting of the Board, posted in a location accessible to the Owners and designated by the Board from time to time, or if an emergency requires immediate consideration of a matter by the Board, notice is not required. Notice has the meaning given in Section 11.1. Notwithstanding the foregoing, meetings may be closed at the discretion of the Board to discuss the following:

6.5.5.1 personnel matters;

6.5.5.2 pending or potential litigation, arbitration or other potentially adversarial proceedings between Owners, between the Board or the Association and Owners, or other matters in which any Owner may have an adversarial interest, if the Board determines that closing the meeting is necessary to discuss strategy or to otherwise protect the position of the Board or Association or the privacy of an Owner or Occupant; or

6.5.5.3 criminal activity arising within the common interest community if the Board determines that closing the meeting is necessary to protect the privacy of the victim or that opening the meeting would jeopardize investigation of the activity.

The minutes of and the documentation discussed or submitted at such closed meeting may be kept confidential and need not be made available for review or copying pursuant to Section 8.5. Nothing in this Section imposes a duty on the Board to provide special facilities for meetings. The failure to give notice as required by this Section shall not invalidate the Board meeting or any action taken at the meeting, but shall not impair the Owners' rights to exercise other remedies against the directors.

6.6 Quorum and Voting. A majority of the directors constitutes a quorum for the transaction of business at any meeting of the Board. A quorum, once established, continues to exist, regardless of the subsequent departure of any director. Each director has one vote. The vote of a majority of the directors present at any meeting at which a quorum is present is sufficient to adopt any action. Proxies are not permitted.

6.7 Action Taken Without a Meeting. The Board shall have the right to take any action in the absence of a meeting which it could take at a meeting when authorized in a writing signed by all the directors; provided, that a copy of the proposed written action is given to all directors for review prior to its signing.

6.8 Vacancies. A vacancy on the Board due to resignation, or death or some other involuntary event which renders a director physically or mentally unable to serve, shall be filled by a person elected within thirty days following the occurrence of the vacancy by a majority vote of the remaining directors, regardless of their number. Each person so elected shall serve out the term vacated.

6.9 Removal. A director may be removed from the Board, with or without cause, by a majority vote at any annual or special meeting of the Owners; provided, (i) that the notice of the meeting at which removal is to be considered states such purpose; (ii) that the director to be removed has a right to be heard at the meeting; (iii) that a new director is elected at the meeting by the Owners to fill the vacant position caused by the removal; and (iv) that the vote include a majority of the votes cast by Owners. A director may also be removed by the Board if such director (i) has more than two unexcused absences from Board meetings and/or Owners meetings during any twelve month period, or (ii) is more than sixty days past due with respect to the payment of Assessments levied against the director's Unit.

6.10 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, the directors shall receive no compensation for their services in such capacity. Directors may be reimbursed for out-of-pocket expenses incurred in the performance of their duties. A director or an entity in which the director has an interest may, upon approval by the Board, be reasonably compensated under a contract for goods and services furnished to the Association in a capacity other than as a director; provided (i) that the contract is approved by a majority vote of the Board, excluding the interested director, and (ii) that the director's interest is disclosed to the Board prior to approval.

6.11 Fidelity Bond. Fidelity bonds or insurance coverage for unlawful taking of Association funds shall be obtained and maintained as provided in the Declaration on all directors and officers authorized to handle the Association's funds or other monetary assets.

6.12 Standards of Conduct. In the spirit of fairness, it is the duty of each member of the Board to represent the entire Maple Shores community for the good of the community as a whole. Accordingly, each Board director shall discharge the duties of the position of director in good faith, in a manner that the director reasonably believes to be in the best interests of the Association as a whole, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

SECTION 7 OFFICERS

7.1 Principal Officers. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the directors. The Board may from time to time elect such other officers and designate their duties as in their judgment may be necessary to manage the affairs of the Association. A person may hold more than one office simultaneously, except those of President and Vice President. Only the President and Vice President must be members of the Board. Owners of the same Unit, or affiliates of the Owner if the Owner is other than a natural person, may not simultaneously serve as officers of the Association unless unanimously elected by the Board.

7.2 Election. The officers of the Association shall be elected annually by the Board at its annual meeting and shall hold office at the pleasure of the Board.

7.3 Removal. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and a successor elected, at any regular meeting of the Board, or at any special meeting of the Board called for that purpose.

7.4 President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Board and the Association. The President shall have all of the powers and duties which are customarily vested in the office of president of a corporation, including without limitation the duty to supervise all other officers and to execute all contracts and similar obligations on behalf of the Association. The President shall have such other duties as may from time to time be prescribed by the Board.

7.5 Vice President. The Vice President shall take the place of the President and perform the duties of the office whenever the President shall be absent or unable to act. The Vice President shall also perform such other duties as shall from time to time be prescribed by the Board.

7.6 Secretary-Treasurer. The Secretary-Treasurer is responsible for recording the minutes of all meetings of the Board and the Association. The Secretary-Treasurer shall be responsible for keeping current books and records of the Association, including records showing the Owners of Units, together with their address and contact information, and shall give all notices required by the Governing Documents or the Act unless directed otherwise by the Board. The Secretary-Treasurer shall be responsible for Association funds and securities and shall be responsible for keeping the Association's financial books, Assessment rolls, and accounts, and filing the Association's tax returns. The Secretary-Treasurer shall sign all checks and shall be

responsible for the deposit of all monies and valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Board may delegate the Secretary-Treasurer's administrative functions to a manager or agent.

7.7 Compensation. Except as authorized by a vote of the Owners at a meeting thereof, officers shall receive no compensation for their services in such capacity. Officers may be reimbursed for out-of-pocket expenses incurred in the performance of their duties. An officer or an entity in which the officer has an interest may be reasonably compensated under a contract for goods and services furnished to the Association in a capacity other than as an officer; provided (i) that the contract is approved by a majority vote of the Board, excluding the interested party, and (ii) that the officer's interest is disclosed to the Board prior to approval.

7.8 Standards of Conduct. In the spirit of fairness, it is the duty of each officer to represent the entire Maple Shores community for the good of the community as a whole. Accordingly, each Association officer shall discharge the duties of the position of officer in good faith, in a manner that the officer reasonably believes to be in the best interests of the Association as a whole, and with the care an ordinarily prudent person in a like position would exercise under similar circumstances.

SECTION 8 OPERATION OF THE PROPERTY

8.1 Assessment Procedures. The Board shall annually prepare and approve a budget of Common Expenses for the Association and assess such Common Expenses against the Units according to their respective allocations of Common Expense obligations as set forth in the Declaration and as further provided in the Act, subject to any limitations contained in the Declaration or the Act, and to the following:

8.1.1 Subject Declarant's alternate assessment rights, Board shall fix the amount of the annual Assessment against each Unit, levy the Assessment and advise the Owners in writing of the Assessment at least thirty days prior to the beginning of the Association's fiscal year when the first Assessment installment shall be due. The failure of the Board to timely levy an annual Assessment shall not relieve the Owners of their obligation to continue paying Assessment installments in the amount currently levied, as well as any increases subsequently levied.

8.1.2 The Board may amend the budget and Assessments, or levy a special Assessment or limited Assessment, at any time. The levy shall be deemed to occur upon the date specified in the resolution which fixes the Assessment.

8.1.3 The Board may (or must in certain cases) levy limited Assessments against only certain Units under the Declaration. Such Assessments may be included in the annual Assessments levied against the affected Units or may be levied separately during the year. Such Assessments are not annual or special Assessments within the meaning of the Governing Documents, and are not subject to any limitations on those Assessments.

8.1.4 The annual budget shall include all customary and necessary operating expenses, a general operating reserve, and an adequate reserve fund for replacement of the Common Elements and any parts of the Units that the Association is obligated to replace.

8.1.5 The Association shall furnish copies of each budget on which the Assessment is based to Declarant, an Owner or to any Mortgagee, upon request of such Person.

8.2 Payment of Assessments. Annual Assessments shall be due and payable in monthly or quarterly installments, as established by the Board, in advance on the first day of each month of the year or other period for which the Assessments are made, and special Assessments or limited Assessments shall be due when designated by the Board. Except as provided in the Declaration, all Owners shall be absolutely and unconditionally obligated to pay the Assessments and no Owner or Occupant shall have any right of withholding, offset or deduction against the Association with respect to any Assessments, late charges, interest or costs of collection, regardless of any claims alleged against the Association or its officers or directors. Any rights or claims alleged by an Owner may be pursued only by separate action.

8.3 Default in Payment of Assessments. If any Owner does not make payment on or before the date when any Assessment or installment thereof is due, subject to such grace periods as may be established, the Board may assess, and the Owner shall be obligated to pay, a late charge as provided in the Declaration for each such unpaid Assessment or installment thereof, together with all expenses, including reasonable attorneys' fees and other professional fees and costs, incurred by the Board in collecting any such unpaid Assessment.

8.3.1 If there is a default of more than thirty days in payment of any Assessment, the Board may accelerate any remaining installments of the Assessment upon prior written notice thereof to the Owner, as provided in the Declaration, and the entire unpaid balance of the Assessment and late charges shall become due and payable upon the date stated in the notice unless all past due amounts, late charges, fines, reasonably attorneys' fees and other professional fees and costs incurred by the Board, are paid prior to said date.

8.3.2 The Board shall use its best efforts to collect all Assessments, together with any charges, attorneys' fees and other professional fees and costs or expenses relating to the collection thereof. In addition, the Board shall use commercially reasonable efforts to recover any and all collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any unpaid Assessments.

8.3.3 Upon written request of an Owner or Eligible Mortgagee of a Unit, notice of a default of more than sixty days in payment of any Assessment or installment thereof or any other default in the performance of obligations by the Owner shall be given in writing to the Mortgagee or Eligible Mortgagee of such Owner's Unit.

8.3.4 The rights and remedies referred to herein shall not limit the remedies available to the Association under the Declaration or by law.

8.4 Foreclosure of Liens for Unpaid Assessments. The Association has the right to foreclose a lien against a Unit for Assessments imposed by the Association, as more fully described in the Declaration and the Act.

8.5 Records. The Board shall cause to be kept at the registered office of the Association, and at such other place as the Board may determine, records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Owners, names of the Owners and Eligible Mortgagees, and detailed and accurate records of the receipts and expenditures of the Association. With the exception of records that may be privileged information, all Association records, including receipts and expenditures and any vouchers authorizing payments, shall be available for examination by the Owners and the Eligible Mortgagees upon reasonable notice and during normal business hours. Separate accounts shall be maintained for each Unit setting forth the amount of the Assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid.

8.6 Financial Review. The Board shall cause the financial records of the Association to be reviewed by an independent certified public accountant on an annual basis, pursuant to the requirements of Section 515B.3-121 of the Act. The review requirement may be waived, on an annual basis, by the vote of Owners holding at least thirty percent of the total votes in the Association; however, the Board may require the review or an audit notwithstanding a waiver vote. The waiver must be approved prior to sixty days after the end of the Association's fiscal year. A copy of the Association's financial statements shall be delivered to all Members within one hundred eighty days after the end of the Association's fiscal year, as required by the Act.

8.7 Enforcement of Obligations. All Owners and Occupants and their guests are obligated and bound to observe the provisions of the Governing Documents, the Rules and the Act. The Association may impose any or all of the charges, sanctions and remedies authorized by the Governing Documents, the Rules or by law to enforce and implement its rights and to otherwise enable it to manage and operate the Association.

8.8 Maintenance. The Board of shall prepare and approve a written preventative maintenance plan, maintenance schedule, and maintenance budget for the Common Elements that the Association shall follow. The Board may amend, modify, or replace an approved preventative maintenance plan or an approved maintenance schedule from time to time. The Association shall provide all Owners with a paper copy, electronic copy, or electronic access to the preventative maintenance plan, the maintenance schedule, and any amendments or modifications to or replacements of the preventative maintenance plan and the maintenance schedule.⁶

SECTION 9 AMENDMENTS

These Bylaws may be amended, and the amendment shall be effective, upon the satisfaction of the following conditions:

9.1 Approval. The amendment must be approved by Owners who have authority to cast a majority of the total votes in the Association, in writing or at a duly held meeting of the Owners; subject to the approval of Eligible Mortgagees if required by the Declaration.

9.2 Notice. A copy of the proposed amendment and, if a meeting is to be held, notice of such meeting, shall be mailed by U.S. mail, or hand delivered, to all Owners authorized to cast votes.

9.3 Effective Date. The amendment shall be effective on the date of approval by the

required parties and need not be recorded.

SECTION 10 INDEMNIFICATION

The Association shall, to the extent the alleged liability is not covered by insurance, indemnify every individual acting in any official capacity on behalf of the Association, pursuant to the provisions of Minnesota Statutes Section 317A.521.

SECTION 11 MISCELLANEOUS

11.1 Notices. Unless specifically provided otherwise in the Act, the Declaration or these Bylaws, all notices required to be given by or to the Association, the Board, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or upon mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant to Section 2.2 shall be effective upon receipt by the Association.

11.2 Severability. The invalidity or unenforceability of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

11.3 Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way limit or proscribe the scope of these Bylaws or the intent of any provision hereof.

11.4 Conflicts in Documents. In the event of any conflict among the provisions of the Act, the Declaration, these Bylaws or the Rules, the Act shall control unless it permits one or more of the Governing Documents to control. As among the Declaration, these Bylaws and the Rules, the Declaration shall control, and as between these Bylaws and the Rules, these Bylaws shall control.

11.5 Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

11.6 No Corporate Seal. The Association shall have no corporate seal.

11.7 Fiscal Year. The fiscal year of the Association shall be as determined by the Board.

[Remainder of page intentionally left blank; signature page to follow.]

The undersigned certifies that these Bylaws were adopted by the first Board of Directors of Maple Shores Homeowners Association, a Minnesota nonprofit corporation, effective as of the date hereof.

Dated: _____

Secretary

Maple Shores Homeowner Association

(Above Space Reserved for Recording Data)

COMMON INTEREST COMMUNITY NO. _____
(Planned Community)

MAPLE SHORES

DECLARATION

This Declaration is made in the County of Hennepin, State of Minnesota, on this _____ day of _____, 2023, by Chamberlain Capital LLC, a Minnesota limited liability company (the “**Declarant**”), pursuant to the provisions of Minnesota Statutes Chapter 515B, known as the Minnesota Common Interest Ownership Act (the “**Act**”), for the purpose of creating Maple Shores as a planned community under the Act.

WHEREAS, Declarant is the owner of interests in certain real property located in Hennepin County, Minnesota, legally described in Exhibit A attached hereto, and desires to submit said real property and all improvements thereon and appurtenances thereto (collectively the “**Property**”) to the Act as a planned community; and

WHEREAS, Declarant desires to establish on the Property a plan for a permanent residential community to be owned, occupied and operated for the use, health, safety and welfare of its resident Owners and Occupants, and for the purpose of preserving the value, structural quality, and the original architectural character of the Property; and

WHEREAS, the Property includes rights pertaining to certain shoreland, as that term is defined in Minnesota Statutes Section 103F.205, and may therefore be subject to county, township, or municipal ordinances or rules affecting the development and use of such shoreland area; and

WHEREAS, the Property is not subject to an ordinance referred to in Section 515B.1-106 of the Act, governing conversions to common interest ownership, and is not subject to a master association as defined in the Act; and

NOW, THEREFORE, Declarant makes this Declaration and subjects the Property to the Act under the name “Maple Shores”, consisting of the Units referred to in Section 2 and Common Elements referred to in Section 3, and declaring that this Declaration shall constitute covenants to run with the Property, and that the Property shall be owned, used, occupied, and conveyed subject to the covenants, restrictions, easements, liens and charges set forth herein; all of which shall be binding upon all Persons owning or acquiring any right, title or interest therein, and their heirs, personal representatives, successors and assigns. For this purpose and those set forth above, which are incorporated as though fully set forth herein, Declarant hereby declares as follows:

SECTION 1 DEFINITIONS

The following words when used in the Governing Documents shall have the following meanings (unless the context indicates otherwise):

- 1.1 “Assessment” means an assessment levied by the Association pursuant to Section 6, including annual Assessments, special Assessments and limited Assessments.
- 1.2 “Association” means Maple Shores Homeowners Association, a nonprofit corporation which has been created pursuant to Chapter 317A of the laws of the state of Minnesota and Section 515B.3-101 of the Act, whose members consist of all Owners.
- 1.3 “Association Maintenance Areas” means those portions of the Property, including portions of Units and Dwellings, as to which responsibility for Maintenance is exclusively allocated to the Association as provided herein, even though such portions of the Property may not constitute Common Elements or Limited Common Elements of the Property. As further described in Section 8 below, the Association Maintenance Areas generally include: (i) all portions of the Units located outside of the Dwellings, including yards, landscaping, and hardscaped areas, including the Driveway Areas; (ii) the exterior surfaces, finishes, and components of each Dwelling, but not including the Interior Courtyard Area of such Dwelling; (iii) utility lines running from a Dwelling to the point of connection with public mains; and (iv) all other portions of the Property listed as Association Maintenance Areas in this Declaration or the Rules and Regulations.
- 1.4 “Board” means the Board of the Directors of the Association as provided for in the Bylaws.
- 1.5 “Building” means any building constructed upon a Unit or Units, as depicted on the Plat and containing a Dwelling or Dwellings.
- 1.6 “Bylaws” mean the bylaws governing the operation of the Association, as amended from time to time.
- 1.7 “Common Elements” means all parts of the Property except the Units, including all improvements thereon. The Common Elements are legally described upon Exhibit C attached hereto.
- 1.8 “Common Expenses” means all expenditures made or liabilities incurred by or on behalf of the Association and incident to its operation, including without limitation, the Association’s costs of Maintenance of the Common Areas and the Association Maintenance Areas of the Property, allocations to reserves and those items otherwise

identified as Common Expenses in the Declaration or Bylaws and allocated to the Units in accordance with Section 4.2 below.

- 1.9 “Declarant Control Period” means the time period during which Declarant has the exclusive right to appoint the members of the Board, as described in Section 15.
- 1.10 “Driveway Area” means, for each Unit, the portion of the Property containing the improved driveway for the Unit and lying between the exterior line of the Dwelling within such Unit and the access drive within the Common Elements. The Driveway Area includes a portion of the Unit upon which it is situated, as a designated Association Maintenance Area, and also includes a portion of the Limited Common Elements containing the driveway apron and allocated to such Unit for such purpose. A Driveway Area connects each Unit to the access road for ingress and egress to the Radisson Road public right of way.
- 1.11 “Dwelling” means the Building or portion of a Building, including attached garage space within said Building, lying within the boundaries of a Unit and designated and intended for occupancy as a single family residence.
- 1.12 “Eligible Mortgagee” means any Person that owns a first-priority mortgage on any Unit and has requested in writing that the Association notify it regarding any proposed action which requires approval by a specified percentage of Eligible Mortgagees.
- 1.13 “Governing Documents” means this Declaration, and the Articles of Incorporation and Bylaws of the Association, as amended from time to time, all of which shall govern the use and operation of the Property.
- 1.14 “Interior Courtyard Area” means the at-grade enclosed space within each Dwelling located immediately inside the front walk entrance gate and surrounded by exterior walls separating it from the interior living areas and interior garage area of such Dwelling. An Interior Courtyard Area includes the exterior wall surface materials and finishes and the roof curbing features and solarium glass and other roof assemblies, and the materials, and components of the foregoing as the same may be installed within such area or affixed thereto.
- 1.15 “Limited Common Elements” means a portion of the Common Elements allocated by the Declaration or by operation of Section 515B.2-109 of the Act for the exclusive use of one or more, but fewer than all, of the Units.
- 1.16 “Maintenance” means maintenance, repair, and replacement.
- 1.17 “Member” means a Person who is a member of the Association by reason of being an Owner. The words “Owner” and “Member” may be used interchangeably in the Governing Documents.
- 1.18 “Occupant” means any Person or Persons, other than an Owner, in possession of or residing in a Unit.
- 1.19 “Owner” means a Person who owns a Unit, but excluding contract for deed vendors, mortgagees, holders of reversionary interests in life estates and other secured parties within the meaning of Section 515B.1-103(31) of the Act. The term “Owner” includes, without limitation, contract for deed vendees and holders of a life estate.

- 1.20 “Party Wall” means the interior shared wall between two Units.
- 1.21 “Person” means a natural individual, corporation, limited liability company, partnership, limited liability partnership, trustee or other legal entity capable of holding title to real property.
- 1.22 “Plat” means the recorded plat depicting the Property pursuant to the requirements of Section 515B.2-1101(c) of the Act, including any amended or supplemental Plat recorded from time to time, in accordance with the Act.
- 1.23 “Property” means all of the real property subjected to this Declaration, now or in the future, including the Units and all other structures and improvements located thereon.
- 1.24 “Rules and Regulations” means the Rules and Regulations of the Association as approved from time to time pursuant to Section 5.6.
- 1.25 “Special Declarant Rights” means those exclusive rights reserved to Declarant as described in Section 15.
- 1.26 “Unit” shall mean a physical portion of the Property, designated for separate ownership, the boundaries of which are delineated on the Plat and described in Section 2.

Any terms used in the Governing Documents, and defined in the Act and not in this Section, shall have the meaning set forth in the Act. References to Section numbers refer to the Sections of this Declaration unless otherwise indicated.

SECTION 2 DESCRIPTION OF UNITS AND BOUNDARIES

2.1 Units. There are seven (7) Units on the Property. All Units are restricted exclusively to residential use. Each Unit constitutes a separate parcel of real estate. No additional Units may be created by the subdivision or conversion of Units pursuant to Section 515B.2-112 of the Act, and no Units may be added, except as provided in Section 16. The Unit identifier for each Unit shall be its lot and block numbers and the subdivision name as shown on the Plat.

2.2 Unit Boundaries. The front, rear, and side boundaries of each Unit shall be its lot lines as designated on the Plat. The Units shall have no upper or lower boundaries. Subject to this Section and Section 3.2 all spaces, fixtures, and improvements located within the boundaries of a Unit are part of the Unit.

2.3 Appurtenant Easements. The Units shall be subject to and benefited by the easements described in Section 11.

SECTION 3 COMMON ELEMENTS, LIMITED COMMON ELEMENTS AND OTHER PROPERTY

3.1 Common Elements. The Common Elements and their characteristics are as follows:

3.1.1 All of the Property not included within the Units constitutes Common Elements, including but not limited to, for purposes of illustration, the curbs and asphalt of the access drive and parking areas and utility infrastructure lying thereunder, the driveway aprons of the individual driveways, the wetland buffer and stormwater ponding areas, and all other improvements, features,

areas, rights, and appurtenances benefiting or accruing to the Property, including but not limited to the appurtenant easement for beach bathing purposes over and upon Lot 11, Radisson Inn Addition, which rights shall accrue to and comprise a portion of the Common Elements, and shall not accrue to the individual Units created herein. The Common Elements likewise include those parts of the Property designated as Common Elements in this Declaration, on the Plat, or in the Act. The Common Elements are owned by the Association for the benefit of the Owners and Occupants.

3.1.2 The Common Elements shall be subject to (i) the easements and rights described or reserved in this Declaration, the Plat and any other recorded instrument; (ii) the rights of Owners and Occupants in Limited Common Elements appurtenant to their respective Units; and (iii) the right of the Association to establish reasonable Rules and Regulations governing the use of the Property.

3.1.3 Except as otherwise expressly provided in the Governing Documents, all Maintenance, management, and operation of the Common Elements shall be the responsibility of the Association.

3.1.4 Common Expenses for the Maintenance, management and operation of the Common Elements shall be assessed and collected from the Owners in accordance with Section 6.

3.2 Limited Common Elements. The Limited Common Elements are those parts of the Common Elements designated for the exclusive use of the Owners and Occupants of the Units to which they are allocated. The rights to the use and enjoyment of the Limited Common Elements are automatically conveyed with the conveyance of such Units. The Limited Common Elements are described and allocated to the Units, subject to the rights of the Association as set forth in this Declaration, the Bylaws or the Act, as follows:

3.2.1 Those areas and items designated as Limited Common Elements on the Plat or by the Act are allocated to the Units as indicated in those documents.

3.2.2 Chutes, flues, ducts, pipes, wires, conduit or other utility installation, bearing walls, bearing columns, Party Walls, or any other components or fixtures lying partially within and partially outside the boundaries of a Unit, and serving only that Unit, are allocated to the Unit which they serve. Any portion of such installations serving or affecting the function of the Common Elements is a part of the Common Elements, but is not a Limited Common Element.

3.2.3 A utilities system serving only a certain Unit or Units, and located wholly or partially outside the Unit's boundaries, is allocated to the Unit or Units which it serves.

SECTION 4 ASSOCIATION MEMBERSHIP: RIGHTS AND OBLIGATIONS

Membership in the Association and the allocation to each Unit of a portion of the votes in the Association and a portion of the Common Expenses of the Association shall be governed by the following provisions:

4.1 Membership. Each Owner shall be a Member of the Association by virtue of Unit ownership, and the membership shall be transferred with the conveyance of the Owner's interest in said Unit. An Owner's membership shall terminate when the Owner's ownership terminates. When more than one Person is an Owner of a Unit, all such Persons shall be Members of the Association, but multiple ownership of a Unit shall not increase the voting rights allocated to such Unit nor authorize the division of the voting rights. Membership in the Association is mandatory.

4.2 Allocation of Voting and Common Expenses. The voting power in the Association and the Common Expenses of the Association are allocated among the Units on the basis of equality. Accordingly, each Unit shall be entitled to one (1) vote in the Association, and each Unit shall have an equal fractional share of the Common Expenses of the Association, where the numerator of that fraction is one (1) and the denominator is the total number of Units on the Property. Certain expenses may, however, be assessed against a certain Unit or Units pursuant to Section 6 below and as provided under Section 515B.3-1151(e) of the Act.

4.3 Appurtenant Rights and Obligations. The ownership of a Unit shall include the voting rights and Common Expense obligations described in Section 4.2. Said rights, obligations and interests, and the title to the Units, shall not be separated or conveyed separately, and any conveyance, encumbrance, judicial sale or other transfer of any allocated interest in a Unit, separate from the title to the Unit, shall be void. The allocation of the rights, obligations and interests described in this Section may not be changed, except in accordance with the Governing Documents and the Act.

4.4 Authority to Vote. The Owner, or some natural person designated to act as proxy on behalf of the Owner, and who need not be an Owner, may cast the vote allocated to such Unit, at meetings of the Association. However, if there are multiple Owners of a Unit, only one of the Owners or other Person designated pursuant to the provisions of the Bylaws may cast such vote. The voting rights of Owners are more fully described in the Bylaws.

SECTION 5 ADMINISTRATION

The administration and operation of the Association and the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

5.1 General. The operation and administration of the Association and the Property shall be governed by the Governing Documents, the Rules and Regulations, and the Act. The Association shall, subject to the rights of the Owners set forth in the Governing Documents and the Act, be responsible for the operation, management and control of the Property. The Association shall have all powers described in the Governing Documents, the Act, and the statute under which the Association is incorporated. All power and authority of the Association shall be vested in the Board, unless action or approval by the individual Owners is specifically required by the Governing Documents or the Act. All references to the Association shall mean the Association acting through the Board unless specifically stated to the contrary.

5.2 Operational Purposes. The Association shall operate and manage the Property for the purposes of (i) administering and enforcing the covenants, restrictions, easements, liens and charges set forth in the Governing Documents and the Rules and Regulations, (ii) maintaining, repairing and replacing those portions of the Property for which it is responsible and (iii) preserving the value and the architectural character of the Property.

5.3 Binding Effect of Actions. All agreements and determinations made by the Association in accordance with the powers and voting rights established by the Governing Documents or the Act shall be binding upon all Owners and Occupants, and their lessees, guests, heirs, personal representatives, successors and assigns, and all secured parties as defined in the Act.

5.4 Bylaws. The Association shall have Bylaws. The Bylaws shall govern the operation and administration of the Association, and shall be binding on all Owners, Occupants and secured parties.

5.5 Management. The Board may delegate to a manager or managing agent the management duties imposed upon the Association's officers and directors by the Governing Documents and the Act. However, such delegation shall not relieve the officers and directors of the ultimate responsibility for the performance of their duties as prescribed by the Governing Documents and by law.

5.6 Rules and Regulations. The Board shall have exclusive authority to approve and implement such reasonable Rules and Regulations as it deems necessary from time to time for the purpose of operating and administering the affairs of the Association and regulating the use of the Property. The Rules and Regulations shall not be inconsistent with the Governing Documents or the Act and shall not unreasonably discriminate as among Units of different types or uses. The inclusion in other parts of the Governing Documents of authority to approve Rules and Regulations shall be deemed to be in furtherance, and not in limitation, of the authority granted by this Section. New or amended Rules and Regulations shall be effective only after reasonable notice thereof has been given to the Owners.

5.7 Association Assets; Surplus Funds. All funds and real or personal property acquired by the Association shall be held and used for the benefit of the Owners for the purposes stated in the Governing Documents. Surplus funds remaining after payment of or provision for Common Expenses and reserves shall be credited against future assessments or added to reserves, as determined by the Board.

SECTION 6 ASSESSMENTS

6.1 General. Assessments for Common Expenses shall be determined and assessed against the Units by the Board, in its discretion; subject to the requirements and procedures set forth in this Section 6 and the requirements of the Bylaws. Assessments for Common Expenses shall include annual Assessments under Section 6.2, and may include special Assessments under Section 6.3 and limited allocation Assessments under Section 6.4. Annual and special Assessments shall be allocated among the Units pursuant to the allocations set forth in Section 4.2 above, subject to the qualifications provided in this Section.

6.2 Annual Assessments. Annual Assessments shall be established and levied by the Board, subject to the limitations set forth hereafter. Each annual Assessment shall cover all of the anticipated Common Expenses of the Association for that year. Annual Assessments shall be payable in the manner established by the Board. Annual Assessments shall provide for, among other things, for an adequate replacement reserve fund for the Maintenance of the Common Elements and the Association Maintenance Areas and those parts of the Units for which the Association is responsible.

6.3 Special Assessments. In addition to Annual Assessments, and subject to the limitations set forth hereafter, the Board may levy in any Assessment year a special Assessment against all Units and allocated equally among them pursuant to the formula provided in Section 4.2 above. Special Assessments shall be used for the purpose of defraying in whole or in part the cost of any unforeseen and unbudgeted Common Expenses and as further provided in Section 515B.3-1141(a) of the Act.

6.4 Limited Assessments. In addition to annual Assessments and special Assessments, the Board may, at its discretion, levy and allocate limited allocation Assessments among only certain Units in accordance with the following requirements and procedures:

6.4.1 Any Assessment associated with the Maintenance of a Limited Common Element shall be assessed exclusively against the Unit or Units to which that Limited Common Element is assigned.

6.4.2 Any Assessment or portion thereof benefiting fewer than all of the Units may be assessed exclusively against the Unit or Units benefited, and shall be allocated among those Units (i) equally or (ii) based upon the actual cost per Unit, as determined by the Board.

6.4.3 The cost of insurance maintained by the Association will generally be assessed on an equal basis, but may be assessed in proportion to value, risk or coverage, and the costs of utilities, if any assessed by the Association, will generally be assessed on an equal basis, but may be assessed in proportion to usage, or other reasonable allocation, all at the discretion of the Board.

6.4.4 Reasonable attorneys' fees and other costs incurred by the Association in connection with (i) the collection of Assessments, or (ii) the enforcement of the Governing Documents, the Act, or the Rules and Regulations, against an Owner or Occupant or their lessees or guests, may be assessed against the Owner's Unit.

6.4.5 Fees, charges, late charges, fines and interest may be assessed pursuant to Section 515B.3-116(a) of the Act and as provided in Section 12.

6.4.6 Assessments levied under Section 515B.3-1151(f) of the Act to pay a judgment against the Association may be levied only against the Units existing at the time the judgment was entered, in proportion to their Common Expense liabilities.

6.4.7 If any damage or loss to the Common Elements or another Unit is caused by the act or omission of any Owner or Occupant, or their lessees or guests, the Association may assess the costs of repairing the damage or remedying the loss or exclusively against the Owner's Unit to the extent any portion of the loss is not covered by insurance maintained by the Association or by the Owner or Occupant; provided, that any insurance deductible payable by the Association may be assessed against the Owner and the Unit of the Owner responsible for the damage. In addition to any charges payable under the Declaration, the Association may also assess the Owner and the Owner's Unit for fines that may be applicable under the Rules and Regulations.

6.4.8 If any Assessment or installment of an Assessment becomes more than thirty (30) days past due, the Association may, upon ten (10) days written notice to the Owner, declare the entire amount of the Assessment immediately due and payable.

6.4.9 If Common Expense liabilities are reallocated for any purpose authorized by the Act, Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense liabilities.

6.4.10 An Assessment against fewer than all of the units must be levied within three (3) years after the event or circumstances forming the basis for the assessment, or shall be barred.

Limited allocation Assessments levied under Section 6.4 may, at the Board's discretion, be assessed as part of, or in addition to, other Assessments levied under Section 6.

6.5 Replacement Reserves. The Association shall include in its annual budgets replacement reserves projected by the Board to be adequate, together with past and future contributions to replacement reserves, to fund the replacement of those components of the Units and Common Elements, the Association is obligated to replace by reason of ordinary wear and tear or obsolescence, subject to the following:

6.5.1 The amount annually budgeted for replacement reserves shall be adequate, together with past and future contributions to replacement reserves, to replace the components as determined based upon the estimated remaining useful life of each component; provided that

portions of replacement reserves need not be segregated for the replacement of specific components.

6.5.2 The annual budget need not include reserves for the replacement of (i) components that have a remaining useful life of more than thirty (30) years, or (ii) components whose replacement will be funded by a limited Assessment pursuant to Section 6.4, or a special Assessment pursuant to Section 6.3.

6.5.3 The replacement reserve funds shall be maintained in an account or accounts separate from operating funds. None of the replacement reserve funds shall be used or borrowed from to fund operating expenses. The Association may, however, pledge the replacement reserves as security for a loan to the Association.

6.5.4 The adequacy of the replacement reserves shall be reevaluated at least every third year after recording of this Declaration.

6.5.5 After termination of the Declarant Control Period, and subject to approval by: (i) the Board, and (ii) Owners, other than Declarant or its affiliates, of Units to which fifty-one percent (51%) of the votes in the Association are allocated, the Association need not annually assess for replacement reserves to replace those components whose replacement is planned to be paid by special Assessment pursuant to Section 6.3 or by limited Assessment pursuant to Section 6.2. The approval provided for in the preceding sentence shall be effective for no more than the Association's current and three following fiscal years, subject to modification or renewal by approval of: (i) the Board, and (ii) Owners, other than Declarant or its affiliates, of Units to which fifty-one percent (51%) of the votes in the Association are allocated.

So long as the Board acts in good faith in determining, assessing, and collecting a reserve believed by the Board at the time it is assessed to be adequate to cover this obligation of the Association, the Board shall have no responsibility for its decision if, with the passing of time or occurrence of unforeseeable events beyond the Board's control, it should be determined that the amount of reserves is not adequate to cover the replacement of those parts of the Property which the Association is obligated to maintain, repair, or replace.

6.6 Working Capital Fund. There shall be established a working capital fund to meet unforeseen expenditures or to purchase additional equipment or services during the Association's beginning years of operation. The Board shall include in each subsequent annual budget a reasonable amount of working capital, based upon the anticipated needs of the Association for the year in question. Upon the initial sale of each Unit by Declarant, the Person to whom the Unit is conveyed shall contribute a one-time payment equal to two (2) monthly installments of the estimated annual Assessment for the Unit, to be paid at the time of closing of sale of the Unit. The contributions to this fund are in addition to the regular monthly installments of Assessments. Funds shall not be used to defray any of Declarant's expenses, reserve contributions, or construction costs, or to make up any budget deficits during the Declarant Control Period. However, upon the closing of the initial sale of a Unit, Declarant may reimburse itself from funds collected from the purchaser at the closing for any prior contributions made by Declarant to the working capital fund with respect to such Unit.

6.7 Liability of Owners for Assessments. The obligation of an Owner to pay Assessments shall commence at the later of (i) at the time which the Owner acquires title to the Unit, or (ii) the due date of the first Assessment levied against the Unit, subject to the alternative Assessment program described in Section 6.8. The Owner at the time an Assessment is payable with respect to the Unit shall be personally liable for the share of the Common Expenses assessed against such Unit. Such liability

shall be joint and several where there are multiple Owners of the Unit. The liability is absolute and unconditional, subject only to Section 6.8. No Owner is exempt from liability for payment of Assessments by right of set-off, by waiver of use or enjoyment of any part of the Property, by absence from or abandonment of the Unit, by waiver of any other rights, or by reason of any claim against the Association or its officers, directors or agents, or for their failure to fulfill any duties under the Governing Documents or the Act. The Association may invoke the charges, sanctions and remedies set forth in Section 12, in addition to any remedies provided elsewhere in the Governing Documents, the Rules and Regulations, or by law, for the purpose of enforcing its rights hereunder.

6.8 Declarant's Liability for Assessments. Pursuant to Section 515B.3-1151 of the Act, the Declarant's liability for Assessments shall be subject to the following limitations.

6.8.1 Notwithstanding anything to the contrary in the Governing Documents, if an Assessment for Common Expenses has not been levied by the Association, the Declarant shall pay all Common Expenses, including the payment of the replacement reserve component of the Common Expenses for all Units in compliance with 515B.3-1151(a)(1).

6.8.2 Notwithstanding anything to the contrary in the Governing Documents, if an Assessment for Common Expenses has been levied by the Association, Declarant may elect that its liability for such Assessment, and the corresponding Assessment lien against the Units owned by the Declarant, be limited to:

6.8.2.1 Paying when due an amount equal to the full share of the replacement reserves allocated to Units owned by the Declarant, as set forth in the Association's budget, as provided in Section 515B.3-1151(a)(2)(iv) of the Act; and

6.8.2.2 Paying when due all accrued expenses of the Association in excess of the aggregate Assessments payable with respect to the Units owned by Persons other than the Declarant.

However, the Alternate Common Expense plan described above shall not affect Declarant's obligation to make up any operating deficit pursuant to Section 515B.3-1151(a)(2)(v) of the Act.

6.8.3 The Declarant's reduced Assessment obligation shall apply to each Unit owned by Declarant at the time that any Assessment is levied against the Unit and shall terminate upon termination of the Declarant Control Period unless terminated earlier pursuant to Section 515B.3-1151(a)(2)(iii) of the Act.

6.9 Assessment Lien. The Association has a lien on a Unit for any Assessment levied against that Unit from the time the Assessment becomes due. If an Assessment is payable in installments, the full amount of the Assessment is a lien from the time the first installment thereof becomes due. Fees, charges, late charges, fines and interest charges imposed by the Association pursuant to Section 515B.3-102(a)(10), (11), and (12) of the Act are liens, and are enforceable as Assessments, under this Section 6. Recording of this Declaration constitutes record notice and perfection of any lien under Section 6, and no further recordation of any notice of or claim for the lien is required. The release of the lien shall not release the Owner from personal liability for all outstanding Assessments due and owing, unless agreed to in writing by the Association.

6.10 Foreclosure of Lien; Remedies. A lien for Assessments may be foreclosed against a Unit under the laws of the State of Minnesota (i) by action or (ii) by advertisement in a like manner as a mortgage containing a power of sale. The Association, or its authorized representative, shall have the power to bid in at the foreclosure sale and to acquire, hold, lease, mortgage and convey any Unit so

acquired. The Owner and any other Person claiming an interest to the Unit, by the acceptance or assertion of any interest in the Unit, grants to the Association a power of sale and full authority to accomplish the foreclosure. The Association shall, in addition to its other remedies, have the right to pursue any other remedy at law or in equity against the Owner who fails to pay any Assessment or charge or late charge against the Unit.

6.11 Lien Priority; Foreclosure. A lien for Assessments is prior to all other liens or encumbrances on a Unit except (i) liens and encumbrances recorded before the Declaration; (ii) any first mortgage on the Unit; and (iii) liens for real estate taxes and other governmental Assessments or charges against the Unit. Notwithstanding the foregoing, if (1) a first mortgage on a Unit is foreclosed, (2) the first mortgage was recorded on or after the date of recording of this Declaration, and (3) no Owner redeems during the Owner's period of redemption provided by Minnesota Statutes, Chapters 580, 581 or 582, then the holder of the sheriff's certificate of sale from the foreclosure of the first mortgage shall take title to the Unit subject to unpaid Assessments for Common Expenses levied pursuant to this Section 6 and Sections 515B.3-1151(a), (e)(1-3), (f) and (i) of the Act which became due, without acceleration, during the six (6) months immediately preceding the first day following the end of the Owner's period of redemption.

6.12 Voluntary Conveyances; Statement of Assessments. In a voluntary conveyance of a Unit the buyer shall not be personally liable for any unpaid Assessments and other charges made by the Association against the seller or seller's Unit prior to the time of conveyance to the buyer, unless expressly assumed by the buyer. However, the lien of such Assessment shall remain against the Unit until released. Any seller or buyer shall be entitled to a statement, in recordable form, from the Association setting forth the amount of the unpaid Assessments against the Unit, including all Assessments payable in the Association's current fiscal year, which statement shall be binding on the Association, seller and buyer.

SECTION 7 RESTRICTIONS ON USE OF PROPERTY

All Owners and Occupants, and all secured parties, by their acceptance or assertion of an interest in the Property, or by their occupancy of a Unit, covenant and agree that, in addition to any other restrictions which may be imposed by the Act or the Governing Documents, the occupancy, use, operation, alienation and conveyance of the Property shall be subject to the following restrictions:

7.1 General. The Property shall be owned, conveyed, encumbered, leased, used and occupied subject to the Governing Documents and the Act, as amended from time to time. All covenants, restrictions and obligations set forth in the Governing Documents are in furtherance of a plan for the Property, and shall run with the Property and be a burden and benefit to all Owners and Occupants and to any other Person acquiring or owning an interest in the Property, the heirs, personal representatives, successors and assigns.

7.2 Subdivision Prohibited. Except as provided in Section 15, no Unit or any part of the Common Elements may be subdivided or partitioned without the prior written approval of all Owners and all Eligible Mortgagees, and in full compliance with Section 515B.2-112 of the Act.

7.3 Residential Use. The Units shall be used by Owners and Occupants and their guests exclusively for private, single family residential purposes, and not for transient, hotel, commercial, business or other non-residential purposes, except as provided in Section 7.4.

7.4 Business Use Restricted. No business, trade, occupation or profession of any kind, whether carried on for profit or otherwise, shall be conducted, maintained or permitted in any Unit, except as follows:

7.4.1 An Owner or Occupant residing in a Unit may maintain a home occupation in such Unit and handle matters relating to such home occupation by telecommunications or correspondence therefrom; provided that such uses (i) are incidental to the residential use; (ii) do not involve physical alteration of the Unit visible from the exterior; (iii) are in compliance with all governmental laws, ordinances and regulations; and (iv) do not involve any observable business activity such as signs, advertising displays, or regular deliveries, pedestrian traffic or vehicular traffic to or from the Unit by customers, vendors or employees.

7.4.2 The Association may, but is not obligated to, maintain offices on the Property for management and related purposes.

7.4.3 Declarant may maintain offices, model Units, sales facilities and other business facilities on the Property in connection with the exercise of its Special Declarant Rights.

7.5 Restrictions on Renting or Leasing Units. The Units are primarily intended to be Owner-occupied. While it is recognized that Owners may wish to lease their Units or may be involuntarily subject to circumstances that require them to lease their Units, it is nonetheless deemed to be in the best interests of the Property, the Association and the Owners that the renting or leasing of Units to third-parties is highly discouraged and shall be strictly prohibited except as follows:

7.5.1 For purposes of this Section, a “**Non-Owner Occupied Unit**” is a Unit that is leased, rented, or is otherwise occupied as a residence by a natural person who is not the Owner of the Unit, or is owned by an entity (such as an LLC, corporation, LLP, LLLP or trust), and occupied by someone other than the person holding majority control of that entity. Non-Owner Occupied Units are not allowed, regardless of whether consideration is paid in connection with the occupancy, except as otherwise provided herein.

7.5.2 No more than one (1) Unit may be a Non-Owner Occupied Unit at any one time (the “**Rental Cap**”). The Non-Owner Occupied Unit shall be eligible for leasing and is hereinafter referred to as a “**Leasable Unit**” or having “**Leasable Unit Status**.” Once the Rental Cap is reached, no additional Non-Owner Occupied Units shall be allowed until the Non-Owner Occupied Unit’s status as a Leasable Unit terminates in accordance with the provisions of Section 7.5.4 below and the Rental Cap is no longer met.

7.5.3 Notwithstanding the Rental Cap, the following Units shall be exempt from the Rental Cap and such Units shall have Leasable Unit Status under the described circumstances: (i) a Unit owned by an institutional lender by reason of foreclosure or deed in lieu of foreclosure from and after the date when the lender obtains title to the Unit; provided that the Unit is being actively marketed and is listed for sale; (ii) a Unit owned by the Association; (iii) a Unit owned by Declarant; and (iv) a Unit occupied by members(s) of the immediate family of the Owner (a parent, stepparent, child, stepchild, grandparent, grandchild, or sibling of the Owner), by roommates residing with the Owner, by service providers who provide services of a nature involving overnight stays (e.g., house sitters, dog sitters, home health care workers and the like), or by bona fide guests of the Owner so long as the Unit is being simultaneously occupied by the Owner..

7.5.4 A Non-Owner Occupied Unit’s status as a Leasable Unit shall automatically terminate at the earliest of the following events: (i) the Unit is conveyed to a new Owner, (ii) the

Unit becomes Owner-occupied, or (iii) the current lease expires or terminates. The Board shall maintain a list of Units having Leasable Unit Status and shall promptly respond to inquiries as to whether a Non-Owner Occupied Unit is available for Leasable Unit Status subject to the Rental Cap. In such event, the Board will accept applications in accordance with the procedures set forth in Section 7.5.5 below on a first come, first served basis until such time as an application has been approved and the Rental Cap has been reached.

7.5.5 Any Owner who wishes to lease the Owner's Unit as a Non-Owner Occupied Unit shall submit to the Board an application which shall include the following: (i) a lessee information form approved by the Board; (ii) a copy of a proposed lease agreement conforming with the requirements of Section 7.5.7 below; (iii) an administrative fee reasonably determined by the Board to cover the cost of reviewing and processing the application; and (iv) such other relevant information as the Board may reasonably request subject to applicable law.

7.5.6 Following proper application by the Owner, the Board shall promptly determine whether the Owner's Unit may qualify as a Non-Owner Occupied Unit for Leasable Unit Status under the Rental Cap and shall notify said Owner in writing if the application has been approved. If approved, the Owner and the proposed lessee identified in the application must enter into a written lease on materially similar terms and form contained in the Owner's approved application and conforming with the requirements of this Section 7.5, and provide a copy of the same to the Board within thirty (30) calendar days after receipt of such approval notice. If a lease is not entered into or a fully-executed copy of the same is not provided to the Board within such time period, the Owner's application shall be deemed denied and a new application must be submitted to the Board.

7.5.7 Any permitted lease authorized hereunder shall comply with applicable law and be subject to reasonable regulation by the Association and the following conditions: (i) no Unit shall be leased or otherwise used for hotel or transient purposes, including, without limitation, Airbnb, VRBO and the like; (ii) a Unit must be leased in its entirety and may not be subleased; (iii) the lease shall be in writing on such form or containing such addendum as the Association may provide; (iv) the term of the lease shall not exceed twelve (12) months in duration, shall not be subject to extension the parties, or either of them, and shall be subject to such other term limitations or regulations as the Rules and Regulations may impose; (v) the lease shall not contain an automatic renewal provision; and (vi) the lease shall provide that it is subordinate and subject to the Governing Documents, the Rules and Regulations and the Act, and that any failure of the lessee to comply with the terms of such documents shall be a default under the lease. The Association may impose such reasonable Rules and Regulations as may be necessary to implement non-discriminatory procedures for the leasing of Units, consistent with this Section and applicable law, including but not limited to (x) a requirement for a specific lease form or lease addendum to be attached to each Unit lease to assure that the rights and authority of the Association and Owners and Occupants are recognized, and (y) a requirement for the screening of lessees through a licensed screening organization; provided that such screening shall not violate federal, state or local discrimination laws.

7.6 Parking. Parking on the Property, the use of driveways and garage areas within Units and the access road and parking stalls within the Common Elements, and the types of vehicles and personal property permitted thereon shall be regulated by the Association through Rules and Regulations and in accordance with applicable law, including without limitation the right of the Association to tow illegally parked vehicles or to remove unauthorized personal property. No garage stall or garage space attached to a Unit shall be converted to other uses or used for storage or other purposes which would prevent the parking of two (2) automobiles in said garage.

7.7 Animals. Domestic house pets, such as dogs, cats, fish, birds and the like are permitted, subject to Rules and Regulations adopted by the Board and applicable law, including but not limited to the regulations and licensing requirements set forth in Title 700 of the Code of Ordinances of the City of Shorewood, as amended (the “City Code”). Notwithstanding the foregoing, the following regulations shall apply:

(i) no animal may be bred, kept or maintained for business or commercial purposes anywhere on the Property;

(ii) a pet must be housed and maintained exclusively within the Owner’s Dwelling, except when under the direct control of the Owner or other responsible person; outdoor pet houses, shelters, or enclosures of any type are prohibited on the Property, and no pet may be left unattended outdoors for any period of time or for any reason;

(iii) Unit Owners shall be obligated to collect and dispose of in a proper receptacle within the Owner’s Unit such solid pet waste as may be left on the Property, and shall be responsible to pay for any damage to the Property caused by pets for which they are responsible, including but not limited to damage to turf or landscaping features caused by such pet’s behavior or waste.

(iv) any repeated or prolonged disturbance by a pet, such as noise, odor, waste or threatening or nuisance activity, will be cause for imposition of a fine on the Unit Owners housing the pet and/or the removal of the offending pet from the Property. Decisions by the Board concerning the removal of a pet shall, upon written request of the affected Owner, be submitted to a vote of the Owners at a meeting of the Association scheduled for such purpose, provided that the Owner requesting the meeting shall pay the Association for the cost of calling and holding such meeting.

(v) “Dangerous Animals” and “Potentially Dangerous Animals” defined under Chapter 701.16 of the City Code or equivalent state statute, are prohibited and shall not be permitted upon the Property under any circumstances;

(vi) Unit Owners shall be responsible for any personal injury, property loss, or damage to the Property caused by their pet, and shall indemnify, defend, and hold harmless the Association, its officers and directors, and other Owners and Occupants against all loss, claims, injury, or liability arising out of any act of such pet; and

(vii) neither the Governing Documents nor Rules & Regulations shall prohibit the keeping of a qualified “service animal” or other assistance animal in violation of applicable law, provided that the service or assistance animal shall be subject to the same behavioral rules applicable to other pets.

7.8 Quiet Enjoyment; Interference Prohibited. All Owners and Occupants and their guests shall have a right of quiet enjoyment in their respective Units. The Property shall be occupied and used in such a manner as will not cause a nuisance, nor unduly restrict, interfere with, or impede the use and quiet enjoyment of the Property by other Owners and Occupants and their guests.

7.9 Compliance with Law. No use shall be made of the Property which would violate any then-existing municipal codes or ordinances, or state or federal laws, nor shall any act or use be permitted which could cause waste on the Property, cause a material increase in insurance rates on the Property, or otherwise cause any unusual liability, health or safety risk, or expense, for the Association or any Owner or Occupant.

7.10 Architectural Approval. Except as expressly permitted by this Section 7.10, and except for Alterations made by Declarant in consideration of its initial sale of a Unit, no changes, modifications, improvements, repairs or replacements of any type, temporary or permanent, structural, aesthetic or otherwise, including but not limited to, any structure, building, addition, deck, balcony, awning, patio, fence, wall, enclosure, window, exterior door, solar panel, exterior lighting, security camera, sign, antenna or signal transmission device, display, decoration, color change, plantings including trees, beds, and shrubbery, bedding and ground cover, material topographical, landscaping or hardscaping change, nor any other exterior improvement to or alteration of any Dwelling, Building, Association Maintenance Area, or any part of a Unit which is visible from the exterior of the Dwelling (collectively referred to as “**Alterations**”), shall be commenced, made, erected, or maintained in a Unit unless and until the plans and specifications showing the nature, kind, shape, dimensions, color, materials and locations of said Alterations shall have been approved in writing by the Board or an architectural review committee appointed by it. Notwithstanding the foregoing, Declarant’s prior written consent shall also be required for Alterations until Declarant no longer owns any unsold Unit.

7.10.1. The Board may appoint, supervise and dissolve an architectural control committee, and specifically delegate to it part or all of the functions which the Board exercises under this Section, in which case references to the Board shall refer to the architectural control committee where appropriate. A file of the Board and architectural control committee resolutions approving all Alterations shall be maintained permanently as part of the Association’s records.

7.10.2. The Board has authority to establish application and review procedures and criteria for approval of proposed Alterations, and shall be the sole judge of whether such criteria are satisfied, subject to applicable building and zoning codes and such other governmental restrictions as may affect the Property.

7.10.3. The following procedures shall govern requests for Alterations hereunder:

(i) A written project description, detailed plans and specifications, and related information as requested by the Board and supplemented by the Owner from time to time, in form and content acceptable to the Board, shall be submitted to the Board at least sixty (60) days prior to the projected commencement of construction. No Alterations shall be commenced prior to written approval from the Board.

(ii) The Board shall give the Owner written notice of approval or disapproval of the proposed Alterations within sixty (60) days after the Board’s receipt of all application materials and supplements thereto. If, during said sixty (60)-day period:

(a) the Board provides notice of disapproval, then the proposed Alteration request shall be deemed denied. Or;

(b) the Board fails to provide notice of approval or disapproval, then the Alteration request shall be deemed denied and the proposed Alterations shall not be constructed upon the Unit, provided however that the Owner shall have a period of ten (10) days following expiration of said sixty (60)-day period to: (1) request a written response from the Board articulating its basis for denial of the Application, or (2) resubmit the Alteration request to the Board for reconsideration. If the Owner fails to request Or;

(c) the Board delivers notice of approval and conditions thereto, if any, then the Owner, Association, and designated contractor, or any of them, shall promptly proceed to obtain all permits, approvals, and consents as may be required to locate and maintain the approved Alterations upon the Unit, and, within twelve (12) months or fewer from the date the Board approved the Alterations, to cause the construction and certified completion of all such Alterations in conformance with the approved plans and specifications and such conditions to approval as may be imposed therein.

7.10.4. Criteria for approval of Alterations shall include and require, at a minimum: (i) substantial uniformity of color, size, location, type and design in relation to existing improvements and topography; (ii) comparable or better quality of materials as used in existing improvements; (iii) ease of Maintenance; (iv) adequate protection of the Property, the Association, Owners and Occupants from liability and liens arising out of the proposed Alterations, which may include a requirement for construction of the proposed Alterations by the Association or such contractor as the Board may designate or approve; and (v) compliance with applicable laws and such reasonable conditions as the Board may impose in its discretion.

7.10.5. The purpose of the requirements established by the Board shall be (i) to preserve the architectural style and the quality and the value of the Property, and (ii) to protect the Association and the Owners from undue liability arising out of the Alterations or any construction activity in connection therewith.

7.10.6. Alterations necessary for the use and enjoyment of a Unit as provided under Section 515B.2-113(b) of the Act shall be approved, provided however that such Alterations shall be subject to the same application and review procedures applicable to other Alterations as provided herein.

7.10.7. No Alteration shall encroach upon another Unit or the Common Elements, provided however that approval of such Alteration under this Section 7.10 shall create an appurtenant easement for such encroachment pursuant to Section 11.4 below and in the manner provided for therein.

7.10.8. Notwithstanding anything to the contrary in this Section 7.10 and subject to the terms of Subsection 7.10.9(iv) below, improvements constructed within the Interior Courtyard Area of a Dwelling by or at the behest of the Unit Owner shall not be deemed Alterations for purposes of this Section 7.

7.10.9. Except for Alterations constructed by the Association: (i) the Owner of a Unit upon which Alterations are constructed shall be solely responsible for the construction standards and specifications relating to such Alterations, and for the construction work; (ii) the Owner, and not the Association, is responsible for determining whether such Alterations are in compliance with applicable building and zoning laws and such other governmental restrictions as may affect the Property; (iii) the Owner shall hold harmless, indemnify and defend the Association, its officers and directors, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorneys' fees and costs of litigation, arising out of (a) any Alteration which violates any governmental laws, codes, ordinances or regulations; (b) any Alteration which results in the attachment or encumbrance of mechanics' or material providers' liens against the Property or any part of it; (c) the inadequacy of specifications for construction of the Alterations; or (d) defects in the construction of the Alterations; and (iv) notwithstanding anything to the contrary in this Section 7, the duties and indemnification obligations pertaining to Alterations set forth in clauses (i) – (iii) of this Subsection 7.10.9 shall apply in the same manner

to improvements constructed within the Interior Courtyard Area of a Unit by or at the behest of the Unit Owner.

7.11 Time Shares Prohibited. The time share form of ownership, or any comparable form of lease, occupancy rights or ownership which has the effect of dividing the ownership or occupancy of a Unit into separate time periods, is prohibited.

7.12 Emergency Access to Units. In case of emergency, all Units are subject to entry, without notice and at any time, by an officer or member of the Board, by the Association's management agents or any public safety personnel. Entry is also authorized for Maintenance purposes under Sections 8 and 11 and for enforcement purposes under Section 12.

SECTION 8 MAINTENANCE AND REPAIR

8.1 Maintenance by Association. The Association shall provide for all Maintenance of the Common Elements and Association Maintenance Areas within the Property, and for performance of all maintenance obligations assigned to the Association in this Declaration or the Rules and Regulations, or otherwise arising under certain use agreements, declarations, and restriction instruments affecting the Property, including but not limited to the Public Restrictions, Stormwater Management Agreement, Development Agreement, referenced in Section 11 below.

For the purpose of preserving the architectural character, quality, and uniform standards for appearance of the Property, the Association shall provide for:

- (i) Exterior Maintenance of the Dwelling within each Unit, exclusive of the Interior Courtyard Area within said Dwelling. For purposes of illustration, the provided Maintenance shall include, with respect to the exterior portion of each Dwelling designated as an Association Maintenance Area, Maintenance of: exterior roofing and roof systems, roof membranes, soffits, fascia, gutters, downspouts, exterior siding, building surfaces and finishes, decorative masonry walls, privacy walls, exterior stairs, decks and railings, front walk entrance gates (excluding hardware), entry doors (excluding hardware), garage doors (excluding hardware and mechanical components), air conditioning equipment, glass and window frames, foundations, foundation walls and foundation membranes, structural members, house numbers, mailboxes, and painting.
- (ii) Maintenance of exterior green space and softscape areas within those portions of Units designated as Association Maintenance Areas, including watering, mowing, and seasonal lawn and landscaping care of yards, turf areas, landscaping and topographical features, ground cover, plantings, beds, bed edging and bed cover, annual and perennial beds and blooms, and trees and shrubbery.
- (iii) Maintenance and snow removal from the Driveway Area and front walkway area for each respective Unit, and snow removal from the access drive and parking areas within the Common Elements.

The Association shall have easements described in Section 11 and elsewhere in this Declaration and in

the Act to facilitate performance its obligations under this Section 8. The Association shall have the right to enter into a joint maintenance contract with one or more parties or adjoining property owners if the Board determines doing so is in the best interests of the Association, Owners, and Property.

8.2 Optional Maintenance by Association. In addition to the Maintenance described in Section 8.1, the Association may, with the approval of a majority of votes cast in person or by proxy at a meeting called for such purposes, undertake to provide additional Maintenance obligations to the Units or Buildings. Notwithstanding, the Association may, upon reasonable notice, elect to perform Maintenance of mechanical, structural, or other components within a Unit or Dwelling, including the sewer, water or utility lines between a Dwelling and the point of connection to the public mains, and assess the costs against the Unit, if the failure or impairment of the component could result in damage to the Common Elements or other Units or the Dwellings therein, impair the function of any common operating system, or create a health or safety hazard. Notwithstanding anything to the contrary in this Declaration, in the event the Association undertakes additional Maintenance responsibilities pursuant to this Section, the definition of "Association Maintenance Areas" shall, without further action, be automatically amended to include the subject of such additional Maintenance.

8.3 Maintenance by Owner. Except for the exterior Maintenance of Dwellings required to be provided by the Association under Section 8.1 or 8.2 and as otherwise provided in this Declaration, all Maintenance of Dwellings, specifically including Maintenance of the Interior Courtyard Area of such Dwelling, shall be the sole responsibility and expense of the Unit Owner thereof. However, the Owners and Occupants shall have a duty to promptly notify the Association of defects in or damage to those parts of the Property which the Association is obligated to maintain. The Association may require that any exterior Maintenance to be performed by the Owner be accomplished pursuant to specific uniform criteria established by the Association, in its reasonable discretion. The Association may also undertake any exterior Maintenance which the responsible Owner fails to or improperly performs, and charge and assess the Unit for the cost thereof. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Unit.

8.4 Preventative Maintenance Plan. The Board shall prepare or cause to be prepared, and thereafter the Association shall abide by, a written Preventative Maintenance Plan for the Common Elements, which shall be updated and amended from time to time. A copy of the Preventative Maintenance Plan shall be provided to all Owners.

8.5 Damage Caused By Owner. Notwithstanding any provision to the contrary in this Section, if, in the judgment of the Association, the need for Maintenance of any part of the Property is caused by the willful or negligent act or omission of an Owner or Occupant, or their guests, or by a condition in a Unit which the Owner or Occupant has willfully or negligently allowed to exist, the Association may cause such damage or condition to be repaired or corrected (and enter the yard area of upon any Unit to do so), and the cost thereof may be charged and assessed against the Unit of the Owner responsible for the damage. Such cost shall be a personal obligation of the Owner and assessed as a lien against the Owner's Unit.

8.6 Easements for Maintenance, Repair and Replacement. Each Unit and the Common Elements and Limited Common Elements are subject to non-exclusive appurtenant easements in favor of the Association for Maintenance and reconstruction of the Units, Common Elements, Limited Common Elements, and Association Maintenance Areas as set forth in Section 11.6 below.

8.7 Party Walls. The following shall apply with respect to Party Walls:

8.7.1 Repair and Maintenance. The Owners of the Units which share a Party Wall shall be responsible for the Maintenance of said Party Wall in equal proportions; provided (i) that any Maintenance necessary due to the acts or omissions of a certain Owner or Occupant sharing such Party Wall shall be paid for by such Owner, and (ii) that the Association may contract for and supervise the repair of damage caused by an Owner or Occupant and assess the Owners for their respective shares of the cost to the extent not covered by insurance. Such cost shall be a personal obligation of the Owner and a lien against the Owner's Units).

8.7.2 Destruction by Fire or Other Casualty. If a Party Wall is destroyed or damaged by fire or other casualty, any Owner who has use of the Party Wall may, with the consent of the Association, restore it, and the other Owner shall promptly reimburse the Owner who restored the Party Wall for his or her share of the cost of restoration thereof; provided, however, that the cost of restoration resulting from destruction or other casualty resulting from the acts or omissions of certain Owners shall be the financial responsibility of such Owners, and the Association may assess the responsible Owners for their share of the costs, without prejudice to the right of an Owner to recover a larger contribution from the other Owner. Insurance claims shall be made promptly following any casualty.

8.7.3 Weatherproofing. Notwithstanding any other provision of this Section, any Owner who, by his or her negligent or willful act, causes or allows a Party Wall to be exposed to the elements shall bear the whole cost of the repairs necessary for protection against such elements.

8.7.4 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the Unit and shall pass to such Owner's assigns and successors in title.

8.7.5 Arbitration. In the event of any dispute arising concerning a Party Wall, and if the same is not resolved within thirty (30) days of the event causing the dispute, the matter shall be submitted to binding arbitration under the rules of the American Arbitration Association, upon the written demand of the Association or any Owner whose Dwelling shares the party wall. Each party agrees that the decision of the arbitrators shall be final and conclusive of the questions involved. The fees of the arbitrators shall be shared equally by the parties, but each party shall pay its own attorneys' fees and other costs incurred in said arbitration.

SECTION 9 INSURANCE

9.1 Required Coverage. The Association shall obtain and maintain, at a minimum, a master policy or policies of insurance in accordance with the insurance requirements set forth in the Act and the additional requirements set forth herein, issued by a reputable insurance company or companies licensed to do business in the state of Minnesota, as follows:

9.1.1 Property insurance in broad form covering all risks of physical loss in an amount equal to one hundred percent (100%) of the insurable "replacement cost" of the Property, exclusive of: (i) deductibles and (ii) land, footings, excavation and other items normally excluded from coverage (but including all building service equipment and machinery). The Association may, but is not required to, insure the improvements and betterments as referred to in Section 515B.3-113(b) of the Act. The policy or policies shall cover personal property owned by the Association. The policy or policies shall also contain "Inflation Guard" and "Agreed Amount" endorsements, if reasonably available. Such policy or policies shall include such additional

endorsements, coverages and limits with respect to the foregoing and other hazards as may be required from time to time by the regulations of the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”), the Federal Housing Administration (“FHA”) or the Secretary of Veteran’s Affairs (“VA”), if required by one of such agencies as a precondition to their purchase, financing, insuring or guarantee of a mortgage on a Unit. The Board may also, on behalf of the Association, enter into binding written agreements with a mortgagee, or insurer, guarantor, or servicer of a mortgage, obligating the Association to keep certain specified coverages or endorsements in effect.

9.1.2 Comprehensive general liability insurance covering the use, operation and Maintenance of the Common Elements and Association Maintenance Areas, with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence, against claims for death, bodily injury and property damage, and such other risks as are customarily covered by such policies for projects similar in construction, location and use to the Property. The policy shall contain a “severability of interest” endorsement which shall preclude the insurer from denying the claim of an Owner or Occupant because of negligent acts of the Association or other Owners or Occupants. With respect to the Units, the policy shall include additional endorsements, coverages and limits necessary to comply with the then-current regulations of FNMA, FHLMC, FHA or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring or guarantee of a mortgage on a Unit.

9.1.3 Fidelity bond or insurance coverage against dishonest acts on the part of directors, officers, managers, trustees, employees or persons responsible for handling funds belonging to or administered by the Association, as selected by the Board or required by the regulations of any financing-related institution as a precondition to the purchase, financing, insuring or guarantee of a mortgage on a Unit. The fidelity bond or insurance shall name the Association as the named insured, shall comply with the then-current regulations of FNMA, FHLMC, FHA or VA, if required by one of such agencies as a precondition to the purchase, financing, insuring or guarantee of a mortgage on a Unit, and shall be written in an amount equal to the greater of (i) the estimated maximum of Association funds, including reserves, in the custody of the Association or management agent at any given time while the bond or policy is in force; or (ii) a sum equal to three (3) months’ aggregate Assessments on all Units plus reserves. An appropriate endorsement to the policy to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers, or a waiver of defense based upon the exclusion of persons serving without compensation shall be added.

9.1.4 Workers’ Compensation insurance as applicable and required by law.

9.1.5 Directors’ and officers’ liability insurance with such reasonable limits and coverages as the Board shall determine from time to time.

9.1.6 Such other insurance as the Board may determine from time to time to be in the best interests of the Association and the Owners.

9.2 Premiums; Improvements; Deductibles. Except as provided in Sections 6.4.3 and this Section 9, all insurance premiums shall be assessed and paid as an annual Assessment. If improvements and betterments to the Units or Dwellings are covered, any increased cost may be assessed against the Units affected. The Board shall determine the amount of all insurance deductibles. The Association may, in the case of a claim for damage to a Unit or Units, (i) pay the deductible amount as a Common Expense; (ii) assess the deductible amount against the Units affected in any reasonable manner; or (iii) require the Owners of the Units affected to pay the deductible amount directly. The Association’s decision as to who shall be charged with paying the deductible amount may, but need not, be based on fault.

9.3 Loss Payee; Insurance Trustee. All insurance coverage maintained by the Association shall be written in the name of, and the proceeds thereof shall be payable to, the Association (or a qualified insurance trustee selected by it) as trustee for the benefit of the Owners and secured parties, including mortgage holders, which suffer loss. The Association, or any insurance trustee selected by it, shall have exclusive authority to negotiate, settle and collect upon any claims or losses under any insurance policy maintained by the Association.

9.4 Required Policy Provisions. All policies of property insurance carried by the Association shall provide that:

9.4.1 Each Owner and secured party is an insured Person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association.

9.4.2 The insurer waives its right to subrogation under the policy against any Owners or Occupants and members of their respective households, and against the Association and its officers and directors.

9.4.3 The coverage shall not be voided or conditioned upon (i) any act or omission of an Owner, additional insured or secured party, unless acting within the scope of authority on behalf of the Association, or (ii) any failure of the Association to comply with any warranty or condition regarding any portion of the Property over which the Association has no control.

9.4.4 If at the time of a loss under the policy there is other insurance in the name of an owner covering the same property covered by the policy, the Association's policy is primary.

9.5 Cancellation; Notice of Loss. Property insurance and comprehensive liability insurance policies maintained by the Association shall provide that the policies shall not be canceled or substantially modified, for any reason, without at least thirty days prior written notice to the Association and to all secured parties holding first mortgages on Units.

9.6 Restoration in Lieu of Cash Settlement. Property insurance policies maintained by the Association shall provide that, despite any provisions giving the insurer the right to elect to restore damage in lieu of a cash settlement, such option shall not be exercisable (i) without the prior written approval of the Association (or any insurance trustee) or (ii) when in conflict with provisions of any insurance trust agreement to which the Association may be a party, or any requirement of law.

9.7 Owner's Personal Insurance. Each Unit Owner is encouraged to obtain additional personal insurance coverage (commonly known as "gap coverage" or an "HO6" policy) at his or her own expense covering fire and other casualty to the interior and interior courtyard areas of the Unit, personal property and the Owner's personal liability. Insurance policies maintained by Owners are without contribution as against the insurance purchased by the Association, except as to deductible amounts or other items not covered under the Association's policies.

SECTION 10 RECONSTRUCTION, CONDEMNATION AND EMINENT DOMAIN

10.1 Reconstruction. The obligations and procedures for the repair, reconstruction or disposition of the Property following damage or destruction thereof shall be governed by the Act. Any repair or reconstruction shall be commenced as soon as practicable after the casualty and shall be substantially in accordance with the plans and specifications of the Property as initially constructed and subsequently improved upon.

10.2 Condemnation and Eminent Domain. In the event of a taking of any part of the Property by condemnation or eminent domain, the provisions of the Act shall govern; provided, (i) that the Association shall be the attorney-in-fact to represent the Owners in any related proceedings, negotiations, settlements or agreements; and (ii) that any awards or proceeds shall be payable to the Association for the benefit of the Owners and the mortgagees of their Units. Holders of mortgages on Units shall be entitled to priority for condemnation awards in accordance with the priorities established by the Act and the Governing Documents, as their interests may appear.

10.3 Notice. The Association shall give written notice of any condemnation proceedings or substantial destruction of the Property to the Eligible Mortgagees entitled to notice under Section 14.10.

10.4 Association's Authority. In all cases involving reconstruction, condemnation, eminent domain, termination or liquidation of the Maple Shores common interest community, the Association shall have the authority to act on behalf of the Owners in all proceedings, negotiations and settlement of claims. All proceeds shall be payable to the Association to hold and distribute for the benefit of the Owners and secured parties, as their interests may appear, in accordance with the Act.

SECTION 11 EASEMENTS

11.1 Access. Each Unit, its Owners, Occupants, lessees, guests and other invitees shall be the beneficiary of a perpetual, non-exclusive easement for access to and from a public roadway on and across those portions of the Common Elements designated for use as roadways, walkways, or parking areas, subject to any restrictions set forth in the Governing Documents or the Rules and Regulations.

11.2 Use and Enjoyment. Each Unit shall be the beneficiary of perpetual, non-exclusive easements for use and enjoyment of the Common Elements, including the easement for beach bathing purposes over Lot 11, Radisson Inn Addition, and for use and enjoyment of any Limited Common Elements allocated to the Unit, subject to such restrictions and conditions as may be set forth in the Governing Documents or the Rules and Regulations.

11.3 Structural Support. Each Unit and the Common Elements shall be subject to and the beneficiary of perpetual, non-exclusive easements for structural support in all walls, columns, joists, girders and other structural components located in or passing through another Unit or the Common Elements.

11.4 Encroachments. Each Unit and the Common Elements, and the rights of the Owners and Occupants therein, shall be subject to an exclusive easement for encroachments in favor of the adjoining Units, for encroachments caused by the constructions, reconstruction, repair, shifting, settlement or movement of any part of the Property, and for improvements which are added in compliance with Section 7. If there is an encroachment by a Unit, or an approved Alteration to a Unit, upon another Unit or the Common Elements, as a result of any of the aforementioned causes, an appurtenant easement for the encroachment, for the use and enjoyment of any encroaching Unit or Alteration, and for the Maintenance thereof, shall exist. However, with respect to improvements or Alterations added pursuant to Section 7, no easement shall exist unless the proposed Alterations have been approved and constructed as required by this Declaration. Such easements shall continue for as long as the encroachment exists and shall not affect the marketability of title.

11.5 Drainage Easements. Each Unit and the Common Elements shall be subject to and the beneficiary of perpetual, non-exclusive easements for storm water drainage over and across such areas to

those parts of the Property which are designed, improved, or graded for storm water collection or the management thereof.

11.6 Maintenance, Repair, Replacement and Reconstruction. Each Unit, and the rights of the Owners and Occupants thereof, shall be subject to the rights of the Association to a non-exclusive, appurtenant easement through the Units for the purposes of Maintenance and reconstruction of the Property and Association Maintenance Areas, and such improvements located within the Units and utilities serving the Units, as and to the extent necessary to fulfill the Association's obligations under the Governing Documents and Rules and Regulations. Each Owner and Occupant of a Unit shall afford to the Association and its management agents and employees, at reasonable times and upon reasonable notice, access to, over, and across said Unit and the Dwelling and Association Maintenance Areas therein for Maintenance purposes.

11.7 Utilities. The Property shall be subject to non-exclusive, appurtenant easements in favor of all public utility providers and other comparable service providers for the installation, use, Maintenance of all utilities, such as natural gas, electricity, cable TV and other electronic communications, water, sewer, irrigation and similar services, and metering and control devices, which exist or are constructed as part of the development of the Property, or which are referred to in the Plat or otherwise described in this Declaration or other recorded instruments. Each Unit and the rights of the Owners and Occupants thereof, shall also be subject to a non-exclusive, appurtenant easement in favor of the other Units, for all such utilities and services. Utilities and related services or systems shall be installed, used, maintained and repaired so as not to interfere with the use and quiet enjoyment of the Units by the Owners and Occupants, nor affect the structural or architectural integrity of the Property.

11.8 Development Agreement and Public Restrictions. The Property is subject to a Development Agreement by and between the Declarant and the City, and such other recorded agreements, declarations, or restrictions with the City, the public, or such public agency as Declarant may assume, grant, or declare with respect to the Property (the "**Public Restrictions**"). The Public Restrictions are binding upon the Property and the Owners and Occupants and contain various restrictions and requirements with respect to the development and use of the Property, including but not limited to the City's approved development standards and engineering guidelines and specifications listed on Exhibit C hereto and incorporated herein.

11.9 Emergency Access to Units. In case of emergency, all Units and Limited Common Elements are subject to an easement in favor of the Association for access, without notice and at any time, by an officer or member of the Board, by the Association's management agents or by any public safety personnel. The Board may require that an Owner or Occupant leave keys to the Unit with another Owner of his or her choice, or to make other arrangements subject to approval of the Board, which approval the Board may provide in its sole and absolute discretion, and to advise the manager of the Board of the location(s) of the keys, so as to allow access for emergencies when the Owner or Occupant is absent for extended periods.

11.10 Project Signs. In addition to the rights provided to the Declarant in Section 15, the Association and Declarant shall have the right to erect and maintain monument signs identifying the Property, and related decorative improvements, on the Common Elements. Those parts of the Property on which monument signs or related decorative improvements are located shall be subject to appurtenant, exclusive easements in favor of the Association or the Declarant, as applicable, for the continuing use and Maintenance of said signs and improvements. In exercising its rights under said easements, the Association or the Declarant, as applicable, shall take reasonable care to avoid damaging the improvements or the Property and shall repair any damage caused by such actions.

11.11 Other Recorded Easements. The Property shall be subject to and benefit from any and all easements of record.

11.12 Declarant Easements. The Property shall be subject to a non-exclusive easement in favor of the Declarant to have and use easements, for itself, its employees, contractors, representatives, agents and prospective purchasers through and over the Common Elements for the purpose of exercising its Special Declarant Rights pursuant to Section 15.

11.13 Scope and Non-Interference. The easements set forth in this Section 11 shall run with the land, shall be appurtenant to the Property and the benefited Units, shall supplement and not limit any easements described elsewhere in this Declaration or recorded, and shall include reasonable access to the easement areas through the Units and the Common Elements for purposes of Maintenance and reconstruction. All persons exercising easement rights shall do so in the manner provided and subject to restrictions and conditions contained in the Government Documents or Rules and Regulations, in a reasonable manner so as not to materially interfere with the operation of the Property and shall be financially liable for all costs of repair of any part of the Property which is damaged by the exercise of the easement rights. No Person shall impair, obstruct or cause damage to any easement area, or improvements or equipment installed therein. Notwithstanding anything in this Declaration to the contrary, no Owner or Occupant shall be denied reasonable access to his or her Unit or the right to utility services thereto. Any recorded easement benefiting or burdening the Property shall be construed in a manner consistent with, and not in conflict with, the easements created by this Declaration.

SECTION 12 COMPLIANCE AND REMEDIES

Each Owner and Occupant, and any other Person owning or acquiring any interest in the Property, shall be governed by and comply with the provisions of the Act, the Governing Documents, the Rules and Regulations, and such amendments to each as may be made from time to time, and the decisions of the Association. A failure to comply shall entitle the Association to the relief set forth in this Section, in addition to the rights and remedies authorized elsewhere by the Governing Documents and the Act.

12.1 Entitlement to Relief. Legal relief may be sought by the Association against any Owner, or by an Owner against the Association or another Owner, to enforce compliance with the Governing Documents, the Rules and Regulations, the Act or the decisions of the Association. However, no Owner may withhold any Assessments payable to the Association, nor take or omit other action in violation of the Governing Documents, the Rules and Regulations or the Act, as measure to enforce such Owner's position, or for any other reason.

12.2 Remedies. In addition to any other remedies or sanctions, express or implied, administrative, legal or in equity, the Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners and Occupants and/or their guests, who violate the provisions of the Governing Documents, the Rules and Regulations or the Act:

12.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

12.2.2 Impose late charges of up to the greater of \$20, or 15% of the amount past due, for each past due Assessment or installment thereof, and impose interest at the highest rate permitted by law accruing beginning on the first day of the month after the Assessment or installment thereof was due.

12.2.3 In the event of default of more than thirty (30) days in the payment of any Assessment or installment thereof, all remaining installments of Assessments assessed against the Unit owned by the defaulting Owner may be accelerated and shall then be payable in full, unless the original delinquent Assessment or installment(s) thereof, and all attorneys' fees, costs of collections and late charges are paid in full prior to the effective date of the acceleration. Not less than ten days advance written notice of the acceleration shall be given to the defaulting Owner.

12.2.4 Impose reasonable fines, penalties or charges for each violation of the Act, the Governing Documents or the Rules and Regulations, and for continuing violations.

12.2.5 Suspend the rights of any Owner or Occupant and their guests to use any Common Element amenities; provided, that the suspension of use rights shall not apply to Limited Common Elements or those portions of the Common Elements providing utilities service and access to the Unit. Such suspensions shall be limited to periods of defaults by such Owners and Occupants in their obligations under the Governing Documents or Rules and Regulations, and for up to thirty (30) days thereafter, for each violation.

12.2.6 Restore any portions of any Common Elements, Unit or Limited Common Elements damaged or altered, or allowed to be damaged or altered, by an Owner or Occupant or their guests in violation of the Governing Documents or Rules and Regulations, and to assess the cost of such restoration against the responsible Owners and their Units.

12.2.7 Enter any Unit or Limited Common Element in which a violation of the Governing Documents, the Act, the Rules and Regulations, or the laws of the state of Minnesota exists which is likely to immediately and materially affect the health and safety of the other Owners or Occupants, or their guests, or the safety or soundness of any Unit or other part of the Property or the property of the Owners or Occupants, and to summarily abate and remove, at the expense of the offending Owner or Occupant, any structure, thing or condition in the Unit or Limited Common Elements which is causing the violation; provided, that any improvements which are a part of a Unit may be altered or removed only pursuant to a court order or with the agreement of the Owner or Occupant.

12.2.8 Foreclose any lien arising under the provisions of the Governing Documents or under law, in the manner provided by the Act.

12.3 Rights to Hearing. Except for emergencies, before the imposition of any of the remedies authorized by Section 12.2 and its sub-sections, the Board shall, upon written request of the violator, grant to the violator an opportunity for a fair and equitable hearing as contemplated by the Act. The violator shall be given notice of the nature of the violation and the right to a hearing, and at least ten (10) days within which to request a hearing. The hearing shall be scheduled by the Board and held within thirty (30) days of receipt of the hearing request by the Board, and with at least ten (10) days' prior written notice to the violator. If the violator fails to timely request a hearing or to appear at the hearing, then the right to a hearing shall be deemed waived and the Board may take such action as it deems appropriate. The decision of the Board and the rules for the conduct of hearings established by the board shall be final and binding on all parties. The Board's decision shall be delivered in writing to the violator within ten (10) days following the hearing.

12.4 Lien for Assessments, Charges, Etc. Any Assessments, charges, fines, expenses, penalties or interest imposed under this Section shall be a lien against the Unit of the Owner or Occupant against whom the same are imposed and the personal obligation of such Owner or Occupant in the same manner and with the same priority and effect as Assessments under Section 6. The lien shall attach as of the date of imposition of the remedy, but shall not be final as to violations for which a hearing is held

until the Board makes a written determination dispositive of the issue. All remedies shall be cumulative, and the exercise of, or failure to exercise, any remedy shall not be deemed a waiver of the Association's right to pursue any others.

12.5 Costs of Proceeding and Attorneys' Fees. With respect to any collection measures, or any measures or action, legal, administrative, equitable or otherwise, which the Association takes to enforce the provisions of the Act, the Governing Documents or Rules and Regulations, whether or not finally determined by a court or arbitrator, the Association may assess the Unit owned by the violator with any expenses incurred in connection with such enforcement, including but without limitation fines or charges previously imposed by the Association, reasonable attorneys' fees, and interest (at the highest rate allowed by law) on the delinquent amounts owed to the Association. Such expenses shall also include any collection or contingency fees or costs charged to the Association by a collection agency or other Person acting on behalf of the Association in collecting any delinquent amounts owed to the Association by an Owner or Occupant. Such collection or contingency fees or costs shall be the personal obligation of the Owner and shall be a lien against the Owner's Unit.

12.6 Liability for Acts of Owners and Occupants. An Owner shall be liable for the expense of any Maintenance of the Property rendered necessary by such Owner's acts or omissions, or by that of Occupants or guests in the Owner's Unit, to the extent that such expense is not covered by the proceeds of an insurance policy carried by the Association or such Owner or Occupant. However, any insurance deductible amount and/or increase in insurance rates or premiums resulting from the Owner's acts or omissions may be assessed against the Owner responsible and against that Owner's Unit.

12.7 Enforcement by Owners. The provisions of this Section shall not limit or impair the independent rights of other Owners to enforce the provisions of the Governing Documents, the Rules and Regulations, or the Act, as provided therein.

SECTION 13 AMENDMENTS

13.1 Approval Requirements. Except for amendments by Declarant pursuant to Sections 15 and 16, this Declaration may be amended only by approval of:

13.1.1 The Board;

13.1.2 Owners of Units which are allocated at least sixty-seven percent (67%) of the total votes in the Association;

13.1.3 The Percentage of Eligible Mortgagees (based upon one vote per Unit financed) required by Section 14 as to certain amendments referenced by said Section; and,

13.1.4 Declarant as to certain amendments as provided in Section 13.3.

13.2 Procedures. Approval of the Owners may be obtained in writing or at a meeting of the Association duly held in accordance with the Bylaws. Consents of Eligible Mortgagees, if required, shall be in writing or as otherwise provided by law. Any amendment shall be subject to any greater requirements imposed by the Act. An affidavit by the Secretary of the Association as to the outcome of the vote, or the execution of the foregoing statements or consents, shall be adequate evidence thereof for all purposes, including but not limited to the recording of the amendment.

13.3 Consent to Certain Amendments. So long as Declarant owns a Unit, Declarant's written consent shall be required for any amendment to the Governing Documents or Rules and Regulations

which directly or indirectly affect Declarant's rights or obligations under the Governing Documents, the Rules and Regulations, or the Act, including any amendments, modifications or deletions of or to the binding arbitration provision in Section 17.10 below.

13.4 Termination and Liquidation. The termination of the Maple Shores common interest community and the distribution of any proceeds therefrom, shall be governed by the Act. Any distribution of funds shall be based upon the value of the Units as determined by their relative replacement value for property insurance purposes, and shall be made to Owners and secured parties, as their interests may appear, as provided in the Act.

SECTION 14 RIGHTS OF ELIGIBLE MORTGAGEES

Notwithstanding anything to the contrary in the Governing Documents, but subject to the Act or other laws, Eligible Mortgagees shall have the following rights and protections:

14.1 Consent to Certain Amendments. Subject to Declarant's rights under Section 15, the written consent of Eligible Mortgagees representing at least fifty-one percent (51%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Unit financed) shall be required for any amendment to the Governing Documents which causes any change in provisions including the following: (i) voting rights; (ii) increases in Assessments over twenty-five percent (25%); (iii) Assessment liens; (iv) reductions in reserves for Maintenance of the Common Elements; (v) responsibility for Maintenance; (vi) reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use; (vii) redefinition of any Unit boundaries; (viii) convertibility of Units into Common Elements or vice versa; (ix) expansion or contraction of the Property or the addition, annexation, or withdrawal of property to or from the Property; (x) hazard or fidelity insurance requirements; (xi) imposition of restrictions on the leasing of Units; (xii) imposition of any restrictions on any Owner's right to sell or transfer the Owner's Unit; (xiii) a decision by the Association to establish self-management when professional management is in effect as required previously by the Governing Documents or an Eligible Mortgagee; (xiv) restoration or repair of the Property (after a hazard damage or partial condemnation) in a manner other than that specified in the Governing Documents; (xv) any action to terminate the legal status of the Property after substantial destruction or condemnation occurs; or (xvi) any provisions that expressly benefit Eligible Mortgagees, or insurers or guarantors of mortgages.

14.2 Consent to Certain Actions. Subject to Declarant's rights under Section 15, the written consent of Eligible Mortgagees representing at least sixty-seven percent (67%) of the Units that are subject to first mortgages held by Eligible Mortgagees (based upon one vote per Unit financed) shall be required to (i) abandon or terminate the Maple Shores common interest community pursuant to the Act; (ii) change the allocations of voting rights, Common Expense obligations or interests in the Common Elements; (iii) partition or subdivide a Unit except as permitted by Section 16 and by statute; (iv) abandon, partition, subdivide, encumber or sell any Common Elements; or (v) use hazard insurance proceeds for other than the repair, replacement or reconstruction of the Property, except as otherwise provided by law.

14.3 Consent to Subdivision. No Unit may be partitioned or subdivided without prior written approval of the Owner and Eligible Mortgagee thereof, and the Association.

14.4 No Right of First Refusal. The right of an Owner to sell, transfer or otherwise convey his or her Unit shall not be subject to any right of first refusal or similar restrictions imposed by an Eligible Mortgagee.

14.5 Priority of Lien. Any Person who comes into possession of a Unit by foreclosure of a first mortgage on a Unit, or by deed or assignment in lieu of foreclosure of the first mortgage on a Unit, takes the Unit free of any claims for unpaid Assessments or any other charges or liens imposed against the Unit by the Association which have accrued against such Unit prior to the acquisition of possession of the Unit by said Person: (i) except as provided in Section 6.10 and the Act; and (ii) except that any unreimbursed Assessments or charges may be reallocated among all Units in accordance with their interests in the Common Elements.

14.6 Priority of Taxes and Other Charges. All taxes, Assessments and charges which may become liens prior to the first mortgage under state law shall relate only to the individual Units and not to the Property as a whole.

14.7 Priority for Condemnation Awards. No provisions of the Governing Documents shall give an Owner, or any other party, priority over any rights of the Eligible Mortgagee of the Unit pursuant to its mortgage in the case of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Unit and/or the Common Elements. The Association shall give written notice to all Eligible Mortgagees of any condemnation or eminent domain proceeding affecting the Property promptly upon receipt of notice from the condemning authority.

14.8 Requirements for Management Agreements. The term of any agreement for professional management of the Property may not exceed two (2) years. Any such agreement must provide at a minimum for termination without penalty or termination fee by either party, (i) with cause upon thirty (30) days prior written notice, and (ii) without cause upon ninety (90) days prior written notice.

14.9 Access to Books and Records/Audit. Eligible Mortgagees shall have the right to examine the books and records of the Association upon reasonable notice, for a proper purpose and during normal business hours, and to receive free of charge, upon written request, copies of the Association's annual reports and other financial statements. Financial statements, including those which are audited, shall be available within one hundred eighty (180) days after the end of the Association's fiscal year. FNMA, or any institutional guarantor or insurer of a mortgage loan against a Unit may require that, at its own expense, an audit of the Association's financial statements be made for the preceding year, in which case the Association shall cooperate in having an audit made and a copy given to the requesting party.

14.10 Notice Requirements. Upon written request to the Association, identifying the name and address of the holder, servicer, insurer, or guarantor of a mortgage on a Unit, and the Unit number or address, the holder, insurer, servicer or guarantor shall be entitled to timely written notice of:

14.10.1 A condemnation loss or any casualty loss which affects a material portion of the Property or the Unit securing the mortgage;

14.10.2 A sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of a Unit upon which the Eligible Mortgagee holds a mortgage;

14.10.3 A lapse, cancellation or material modification of any insurance policy maintained by the Association; and,

14.10.4 A proposed action which requires the consent of a specified percentage of Eligible Mortgagees.

SECTION 15 SPECIAL DECLARANT RIGHTS

Declarant hereby reserves exclusive and unconditional authority to exercise the following Special Declarant Rights within the meaning of Section 515B.1-103(33b) of the Act for as long as it holds rights in a Unit, or for such shorter period as may be specifically indicated:

15.1 Complete Improvements. To complete improvements indicated on the Plat, planned by the Declarant consistent with the disclosure statement and authorized by the municipality in which the Property is located, and to have and use easements for itself and its employees, agents and contractors through and over the Common Elements for such purposes.

15.2 Subdivide, Combine, or Convert Units. To subdivide or combine Units, or convert Units into Common Elements, Limited Common Elements and/or Units pursuant to Section 515B.2-112 of the Act.

15.3 Maintain Sales Facilities and Offices. To maintain and use sales offices, management offices, signs advertising the Property, and models, and to have and use easements for itself and its employees, agents and invitees through and over the Common Elements for such purposes.

15.4 Signs. To erect and maintain signs and other sales displays offering Units for sale or lease, on any Unit owned by Declarant and on the Common Elements.

15.5 Easements. To have and use easements for itself, its employees, agents, contractors, representatives, agents, prospective purchasers and invitees through and over the Common Elements for the purpose of exercising its Special Declarant Rights.

15.6 Alternate Common Expense Plan. Pursuant to Section 515B.3-1151(a)(2) of the Act, Declarant is authorized to elect and utilize the Alternate Common Expense Plan described in Section 6.8.2 of this Declaration.

15.7 Control of Association. To appoint and remove the members of the Board pursuant to Section 515B.3-103 of the Act, until the earliest of: (i) voluntary surrender of control by Declarant; (ii) after conveyance to Owners other than Declarant of seventy-five percent (75%) of the total number of Units authorized to be included in the Property or (iii) the date five (5) years following the date of the first conveyance of a Unit to an Owner other than Declarant. Notwithstanding the foregoing, the Owners other than Declarant shall have the right to nominate and elect not less than thirty-three and one-third percent (33.3%) of the Board at a meeting of the Owners which shall be held within sixty (60) days following conveyance by Declarant of fifty percent (50%) of the total number of Units authorized to be included within the Property.

15.8 Grant Common Elements Licenses. To grant licenses to such Common Element rights or amenities if Declarant shall so determine, in its discretion, pursuant to Section 515B.2-109(e) of the Act.

15.9 Review and Approve Exterior Improvements. The right to review, and approve or disapprove the exterior design, materials, size, site location, and other exterior features of buildings or other structures, landscaping, and other exterior improvements upon the Property, and any modifications, alterations, or removal thereof.

SECTION 16

COMBINATION OF UNITS AND RELOCATION OF BOUNDARIES

16.1 Rights of Declarant and Association. A Unit or Units owned exclusively by the Declarant or the Association may subdivide, combine or convert such Unit or Units. The Declarant or Association, as applicable, shall have the authority to unilaterally prepare, execute and record, at its

expense, an Amendment to Declaration and an amended Plat. The amendment shall comply with subdivision 515B.2-112(d)(2-5) of the Act, and shall be limited to those provisions necessary to accomplish the subdivision, combination or conversion unless the consent of the Owners of Units required to amend the Declaration is obtained.

SECTION 17 MISCELLANEOUS

17.1 Interpretation of Declaration. This Declaration is set forth to comply with the requirements of the Act. In the event of any conflict between this Declaration and the provisions of the Act, the provisions of the Act shall control. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the ownership and operation of this residential planned community.

17.2 Severability. If any term, covenant or provision of this instrument or any exhibit attached hereto is held to be invalid or unenforceable for any reason whatsoever, such determination shall not be deemed to alter, affect or impair in any manner whatsoever any other portion of this Declaration or the exhibits attached hereto, which exhibits are incorporated within the Declaration.

17.3 Construction. Where applicable, the masculine gender of any word used herein shall mean the feminine or neutral gender, or vice versa, and the singular of any word used herein shall mean the plural, or vice versa. References to the Act, or any section thereof, shall be deemed to include any statutes amending or replacing the Act, and the comparable sections thereof.

17.4 Tender of Claims. In the event that any incident occurs which could reasonably give rise to a demand by the Association against Declarant for indemnification pursuant to the Act, the Association shall promptly tender the defense of the action to its insurance carrier, and give Declarant (i) written notice of such tender; (ii) written notice of the specific nature of the action, and (iii) an opportunity to defend against the action.

17.5 Notices. Unless specifically provided otherwise in the Governing Documents or the Act, all notices required to be given by or to the Association, the Board, the Association officers, or the Owners or Occupants shall be in writing and shall be effective upon hand delivery, or mailing if properly addressed with postage prepaid and deposited in the United States mail; except that registrations pursuant the Bylaws shall be effective upon receipt by the Association.

17.6 Conflicts among Documents. In the event of any conflict among the provisions of the Act, the Declaration, the Bylaws, the Rules and Regulations, the Act shall control unless it permits the Governing Documents to control. As among the Declaration, the Bylaws, and the Rules and Regulations, the Declaration shall control. As between the Bylaws and the Rules and Regulations, the Bylaws shall control.

17.7 Minor Revisions. The Declarant reserves the right to make minor, non-material changes to the Declaration and Bylaws in order to comply with the requirements of its Mortgagees, the Office of the Registrar of Titles of Hennepin County, and any change in the Act.

17.8 Duration of Covenants. The covenants, conditions, restrictions, easements, liens and charges contained in this Declaration shall be perpetual, subject only to termination as provided in this Declaration and the Act.

17.9 Minnesota Law to Govern. This Declaration shall be construed and enforced in accordance with the laws of the State of Minnesota.

17.10 **BINDING ARBITRATION PROVISION.** To provide an expedited means of dispute resolution for matters not resolved by applicable statutory dispute resolution provisions, any and all claims arising between an Owner or Occupant and Declarant, and any and all claims arising between the Association and Declarant, such assertions, claims or causes of action pertaining to the condition of a Unit, of the Property, or all or any portion of the Common Elements, including the Limited Common Elements, including but not limited to claims arising from construction or design defects, shall be resolved solely and exclusively by binding arbitration in accordance with the rules and regulations of the American Arbitration Association, provided that disputes arising under a warranty program, if applicable, shall be resolved as provided within the terms of such warranty program. THIS PROCESS INVOLVES WAIVER OF A JURY TRIAL. BY EXECUTING THIS DECLARATION AND BY ACCEPTING A DEED TO ANY PORTION OF THE PROPERTY, RESPECTIVELY, DECLARANT, OWNERS AND THE ASSOCIATION AGREE TO BE BOUND BY THE PROVISIONS OF THIS 17.10.

[The remainder of this page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the undersigned has executed this instrument in accordance with the requirements of the Act.

CHAMBERLAIN CAPITAL LLC.,
a Minnesota limited liability company.

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2023, by _____, the _____ of Chamberlain Capital LLC., a Minnesota limited liability company, on behalf of the company.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
BEST & FLANAGAN LLP (RQW)
60 South Sixth Street, Suite 2700
Minneapolis, MN 55402
(612) 339-7121

EXHIBIT A
TO
DECLARATION

Legal Description of Property

Lots 1-8, inclusive, Block 1, Maple Shores, Hennepin County, Minnesota.

Together with all rights, hereditaments, and appurtenances thereto, including but not limited to an easement for beach bathing purposes over Lot 11, Radisson Inn Addition.

EXHIBIT B
TO
DECLARATION

Common Elements

Lot 8, Block 1, Maple Shores, Hennepin County, Minnesota.

Together with all rights, hereditaments, and appurtenances thereto, including but not limited to an easement for beach bathing purposes over Lot 11, Radisson Inn Addition.

EXHIBIT C
TO
DECLARATION

Public Restrictions

The Property shall be subject to City Code and the Public Restrictions noted in Section 11.8 above, including the approved development standards and engineering guidelines and specifications set forth in City of Shorewood Resolution 22-078 and City of Shorewood Resolution 22-079, as applicable.

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

RESOLUTION 23-034

**A RESOLUTION APPROVING A FINAL PLAT FOR MAPLE SHORES
FOR PROPERTY LOCATED AT 20430 RADISSON ROAD
AND FOUR ADJACENT VACANT PROPERTIES**

WHEREAS, Chamberlain Capital, LLC. (the “Applicant”), has submitted a request for a final plat of the Maple Shores PUD under the Shorewood City Code and under Chapter 462 of Minnesota Statutes; and

WHEREAS, the property is legally described as:

Lot 24, Radisson Inn Addition, and Tracts A, B, C, D, H, I, J, and K, Registered Land Survey No 730, all in Hennepin County, Minnesota (the “Property”); and

WHEREAS, the final plat is consistent with the preliminary plat and the PUD concept and development plans previously approved for the project; and

WHEREAS, a development and PUD agreement has been prepared as part of the final plat application.

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

1. The plat of Maple Shores for 7 lots for single-family homes and 2 outlots is hereby approved according to the plans and materials submitted January 23, February 7 and 8, and March 15, 2023, (the “Plans”) subject to the conditions listed below.
2. The approval is specifically conditioned upon the terms and conditions contained in the Development and PUD Agreement for the subdivision.
3. The Mayor and City Administrator are hereby authorized to execute the Development and PUD Agreement on behalf of the City Council and staff are hereby authorized to execute the final plan approval.
4. The final plat, development and PUD agreement and all related documents listed below, shall be required to be filed with Hennepin County.
5. Prior to release of the subdivision for recording the final plat, the Applicant shall submit the information and revised plans consistent with the regulations in City Code, the PUD Concept and Development Stage approvals and as follows:
 - a. Revised homeowner association (HOA) documents that include disclosures on the maximum impervious surface coverage per lot and language addressing maintenance of the wetland buffers and signage, stormwater features, as well as prohibitions on accessory buildings and storage of recreation vehicles or equipment outside the home.
 - b. Executed easements and agreements, including: 1) conservation easements over the wetlands and wetland buffers, 2) a storm water maintenance agreement; and 3) the development and PUD agreement.
 - c. Payment of fees and submission of the financial guarantees as required by the development and PUD agreement.

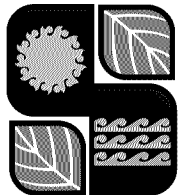
- d. A revised construction management plan that includes the allowed construction hours. The city reserves the right to prohibit construction parking on the private drive during construction to ensure adequate access of emergency vehicles.
- e. All permits required by other agencies, including the Excelsior Fire District.
- f. Revised plans consistent with the Engineer's Memo dated March 16, 2023; and as follows:
 - 1) Revise the tree preservation plan to show the location of tree preservation fencing and indicate removal of tree 165 located in the right-of-way. To be considered saved, no activity is permitted within the drip line of tree.
 - 2) Revise the landscaping plan to: 1) add additional trees in the common areas where they wouldn't obstruct the storm water; 2) provide a plant schedule with the size of all trees at planting consistent with the tree preservation policy; 3) indicate the ground cover proposed throughout the development and the disturbed portions of the public right-of-way; and 4) any proposed seed mixes that would be used to reestablish the disturbed portions of wetland buffers, if applicable.
 - 3) Revise the grading plan to identify: a) the location of wetland buffer monuments at each lot line and as the buffer changes direction and b) which buffer monuments would be used, the City's or the watershed's.
6. Prior to issuance of any building permits, the Applicant shall submit or complete the following:
 - a. The applicant shall submit a soils/geotechnical report from a licensed professional engineer permits that indicates the soils present on the site and brought in are adequate to support the construction of the buildings and other improvements.
 - b. The applicant shall submit recorded copies of all documents, such as the plat, development agreement, maintenance agreement, separate easements, HOA documents, etc.
 - c. Install the wetland buffer monuments, except for the permit for the model home.
 - d. Install the public improvements as directed in the development and PUD agreement.
7. The site shall remain in compliance with the city's tree preservation policy until all construction is complete.
8. Each lot shall remain at or below the amount of impervious surface coverage indicated on the Site Plan dated January 23, 2023.
9. The proposed subdivision sign shall not be installed closer than five feet to the public right-of-way and otherwise consistent with the sign regulations and the conditions in the development agreement.
10. The final plat shall expire in 180 days if the Applicant has not recorded the final plat at Hennepin County. The Applicant may request an extension to the approval subject to the requirements of Section 1202.03 Subd. 2. f. (3).

Adopted by the City Council of Shorewood, Minnesota this 27th day of March, 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Title/Subject: Planning Commission Work Program 2023

Meeting Date: March 27, 2023

Prepared by: Jason Carlson, Planning Technician

Reviewed by: Marie Darling, Planning Director

Item 6D

Background: The Planning Commission reviewed and accepted the attached work program for 2023. As an addition to this schedule, when the Comprehensive Plan is formally approved, the City will need to initiate rezonings and other zoning amendments to implement the Comprehensive Plan. The dates of these amendments are not yet included below as staff is uncertain when the Metropolitan Council will act. Please review the attached work program. The City Council may add, amend or delete any of the items in the work program.

Tentative 2023 Work Program

Spring of 2023 (April - June)

- Development Applications
- Sign Code amendment related to content neutral language (Discussion/Public Hearing).

Summer of 2023 (July - September – October)

- Development Applications
- Amendments to CUPs and Site Plan application administration to add in additional review standards.
- Telecommunication Amendments to Zoning Regulations to update regulations based on several federal changes (Discussion/Public Hearing).

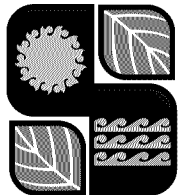
Winter of 2023/24 (November -January)

- Development Applications
- Review potential amendments to tree preservation ordinance and policy to reflect current practices and changes based on EAB
- Subdivision regulations update (Park Dedication, Premature Subdivision, Variance, etc.). The chapter has had few amendments or updates since its adoption in 1987.

Other future code amendments:

- Review Amendments to impervious surface coverage/storm water regulations (Discussion/Public Hearing), grading issues, escrow language, certificate of occupancy in Zoning Regulations.
- Exterior storage
- PUD Amendment Procedures
- Fences
- Food Trucks
- Nonconforming uses, structures, and lots
- Home Occupation Permit/Licenses

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

City Council Meeting Item

Title/Subject: Mill Street Trail Update
Meeting Date: March 27, 2023
Prepared by: Marie Darling, Planning Director and Andrew Budde, City Engineer
Reviewed by: Marc Nevinski, City Administrator
Attachments: Design Options 1 and 2

Item 9A.1

Background:

Staff has been working with Hennepin County and the City of Excelsior since 2018 to move forward on the Mill Street trail corridor. Prior to Covid-19, a public open house was held and the City of Excelsior completed their feasibility study (Shorewood feasibility study was completed in 2013).

Within the last year, staff from all the affected agencies have again been meeting to move this project forward. At the March 14 Park Commission Meeting, the Hennepin County Project Manager came and presented the two attached options for the trail corridor design. The trail with bikeable shoulders would most closely match the Carver County trail corridor to the south, and would allow for bike commuters and clubs to bike on-street, with pedestrians and more-cautious bikers using the trail.

The trail option with bikeable shoulders would have fewer property impacts, but would not allow for separate bikeable areas on-street.

Generally, the Park Commission was favorable to providing the options with the on-street options for bike commuters and clubs.

Both options will be presented in April at public events, a pop-up event on April 11 from 5:30-7:30 p.m. at Excelsior Elementary School and an open house at St. John's Catholic Church on April 20 from 5:00-7:00 p.m.

After these meetings, the final plans will be completed and one final round of public engagements will occur, likely in June/July. Hennepin County will then be back likely in July at the Park Commission and City Council for municipal consent to the project.

Shorewood staff is also scoping the addition of watermain along Mill Ave in coordination with the trail project. Historically there has been many requests for the desire to connect to municipal water in this area.

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Financial or Budget Considerations: The CIP shows the Mill Street trail project proceeding forward with right of way acquisition in 2024 (estimated costs of \$168,540) and construction in 2025 (estimated costs of \$905,172). The City has also budgeted \$2,200,000 in 2025 for the addition of watermain.

Action Requested: No action at this time, but the City Council could provide informal comments.

