

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, JULY 12, 2021**

**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. Roll Call

Mayor Labadie____
Siakel____
Johnson____
Callies____
Gorham____

B. Review and Adopt Agenda

Attachments

2. CONSENT AGENDA The Consent Agenda is a series of actions which are being considered for adoption this evening under a single motion. These items are considered routine and non-controversial. However, a council member 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, those can be answered now.

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

- | | |
|--|---|
| A. City Council Regular Meeting Minutes of June 28, 2021 | Minutes |
| B. Approval of the Verified Claims List | Claims List |
| C. Accept 2021 Hennepin County Recycling Grant | Communication/Recycling Coordinator Memo
Resolution 21-075 |
| D. Establish Moratorium on Dog Breeding | City Administrator Memo
Ordinance No. 579 |

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, which is not on tonight's agenda, to the attention of the mayor and council. Please identify yourself by your first and last name and your address for the record. After this introduction, please limit your comments to three minutes. All comments will be respectful. No action will be taken by the council on this matter, but the mayor or council could request that staff place this matter on a future agenda. (No Council Action will be taken)

4. PUBLIC HEARING

5. REPORTS AND PRESENTATIONS

6. PARKS

7. PLANNING

- A. Approve Final Plat and PUD Final Plan for Walnut Grove Villas Planning Director Memo
Applicant: Stoddard Companies Resolution 21-072
Location: State Hwy 7 between Eureka Road and Seamans Drive
- B. Approve Extension for Code Compliance at Planning Technician Memo
21035 Radisson Road Resolution 21-076

8. ENGINEERING/PUBLIC WORKS

- A. Accept Quotes and Award Contract for Shady Island Forcemain Engineer Memo
Replacement, City Project 21-02 Resolution 21-077

9. GENERAL/NEW BUSINESS

- A. Freeman Park Buckthorn Removal Plan City Administrator Memo
- B. Bond Sale Results Finance Director Memo
Resolution 21-078

10. STAFF AND COUNCIL REPORTS

- A. Staff
 - 1. Spring Clean Up Keely Schultz Memo
- B. Mayor and City Council

11. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, JUNE 28, 2021

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 Johnson, Siakel, Callies, and Gorham; City Attorney Keane; City Administrator Lerud; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Planning Technician Notermann; Director of Public Works Brown; and, City Engineer Budde

Absent: None

B. Review Agenda

Mayor Labadie noted that item 7E. on the agenda will be postponed to a future meeting.

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

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

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Work Session Meeting Minutes of June 14, 2021

B. City Council Regular Meeting Minutes of June 14, 2021

C. Approval of the Verified Claims List

D. Accept the Coronavirus Local Fiscal Recovery Fund Established under the Rescue American Rescue Plan Act, Adopting RESOLUTION NO. 21-067, "A Resolution to Accept the Coronavirus Local Fiscal Recovery Fund Established Under the American Rescue Plan Act."

E. Call for Special Meeting to Interview Legal Firms, Adopting RESOLUTION NO. 21-068, "A Resolution Calling for Special City Council Meetings to Interview Firm to Provide City Prosecution Services."

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

3. MATTERS FROM THE FLOOR

No one appeared to address the Council.

4. PUBLIC HEARING - NONE

5. REPORTS AND PRESENTATIONS - NONE

6. PARKS - NONE

7. PLANNING

A. Report by Commissioner Eggenberger on June 1, 2021 Planning Commission Meeting

Commissioner Eggenberger gave an overview of the June 1, 2021 Planning Commission meeting as reflected in the minutes.

**B. Variance to Front Yard Setback
Applicant: Justin Robinette
Location: 4530 Enchanted Point**

Planning Technician Notermann gave an overview of the request to construct an enclosed entry and porch to the existing non-conforming home at 4530 Enchanted Point. She stated that the proposed addition would be located 22.5 feet from the front property line that abuts the unimproved portion of Enchanted Lane. She gave an overview of the location of what is considered the front yard line and noted that the setback is considered to be 35 feet. She noted that the existing structure is considered non-conforming because it sits 29.1 feet from the property line, which means a variance is required for any addition encroaching further towards Enchanted Lane. The Planning Commission voted unanimously to approved the variance request.

Siakel moved, Labadie seconded, Adopting RESOLUTION NO. 21-069, "A Resolution Approving a Variance to the Front Yard Setback for Property Located at 4530 Enchanted Point."

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

**C. Variance for Detached Garage Height
Applicant: Kuhl Design Building
Location: 28110 Woodside Road**

Planning Technician Notermann gave an overview of the variance request for the height of an accessory structure at 28110 Woodside Road. She explained that they are requesting a garage that would be 20.7 feet tall which contains a second story that will only be accessible via a fold-down stairway and used for storage. She stated that the zoning regulations limit detached accessory structures to 15 feet or one story. She reviewed the Planning Commission discussion and explained that staff had originally recommended denial of the application because of the roof pitches. The applicant has explained that they design of the garage is in keeping with the design

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of the home. The Planning Commission recommended approval with no conditions. Since the Planning Commission meeting, staff has revised their own recommendation to approve the request with the condition that the applicant changes the roof design to be a hip roof that is consistent with the design of the home.

Councilmember Siakel asked if it would be a burden to change the design of the roof of the garage and asked why the City was being 'sticky' on that point. She stated that she did not think the originally proposed drawings seemed that different from the home. Mr. Murphy, Kuhl Design, explained that a portion of the roof is already a hip roof design and note that they have not yet redesigned it yet and noted that they are matching the roof design on the rear portion of the home.

Councilmember Siakel stated that her question may be directed more at staff and asked why the City was being sticklers about changing the roof line and asked if the change would be that dramatic. She stated that she thinks this is a minor thing and reiterated her questions about why they are being asked to be such sticklers on this point.

Planning Technician Notermann stated that the Zoning Code stipulates that any detached accessory building in excess of 150 square feet needs to be constructed with materials and a design compatible with the general character of the principal structure on the lot.

Commissioner Eggenberger stated that their discussion was that the garage, as proposed matched the back side of the house. He stated that the house has had an addition, so it has two different roof lines. Mr. Murphy, Kuhl Design, stated that what they are doing is, with the siding, the timber details, and trim, is match the home.

Councilmember Siakel stated that the Planning Commission recommended approval as presented and now it appears as though the City is asking them to jump through another hoop. She stated that this seems like a technicality and asked if the City really needed to put more conditions on this request.

Councilmember Gorham stated that he agrees with Councilmember Siakel that the recommendation to require roof type seems odd given the look of the house. He stated that it seems like an odd judgment call and stated that the whole thing is subjective about what 'matching' the character means and how that is determined. He stated that he would support eliminating the stipulation recommended by staff, but noted that he does not think roof pitch is a practical difficulty because that seems self-created. He stated that he could be talked into this being a historic house and that being the impetus behind matching the roof to the house, but feels there is not practical difficulty. He stated that he feels the reason it is even needed is because of the desire for the second floor, so he is struggling with this request.

Councilmember Callies stated that she agreed with Councilmember Gorham that the roof pitch is one issue that she is less concerned about. She stated that this is a beautiful property, but she also does not really see the practical difficulty in this situation and is a matter of preference and the City's height restriction for accessory buildings. She stated that she thinks the builder would be creative enough to build this garage differently. She stated that it could even be something such as building a 3-car garage with the third stall used for storage rather than having another level.

Mayor Labadie agreed that she also has a hard time seeing the practical difficulty in this situation, however she also agrees that this is a unique property and is historic. She noted that the

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boathouse that goes along with this property is on the front cover of the Historic Boat Houses of Lake Minnetonka.

Councilmember Gorham stated that the garage being located on the lower topography of the site would be what he considers mitigating circumstances and not necessarily practical difficulties.

Mr. Murphy, Kuhl Design, explained that one of the other practical difficulties with the uniqueness of this property is that there is no basement and zero storage in the home because it is built on a slab. He stated that there has been mention of the second story and explained that the second story is a by-product of the roof pitch and was not designed as a two-story structure. He stated that if they would be putting in standard trusses, they would still be requesting a variance regardless of whether there was a storage area or not. He reiterated that the two-story design is a by-product of it and not an intent. He stated that one other thing to take into consideration is if they attached the structure and total relandscaped and moved everything around, they would not need a variance because an attached garage takes on a whole different set of criteria for what can be done. He stated that the homeowner decided not to attach it because it was too important for the landscape and how it would appear and wanted the whole lot and all the structures to blend together. He stated that their plans also keep the footprint the same and their proposal will not create any site line issues whatsoever.

Councilmember Siakel stated that she does not think they are asking for a lot and feels their request is reasonable. She stated that she does not have a problem approving what they are asking for. Councilmember Gorham stated that he feels their request is not 'meaty' enough for him. Councilmember Siakel stated that wanting storage when you do not have a basement seems like a reasonable use of their property, nor does this encroach on anyone's site lines or view and reiterated that she feels their request is minimal.

Councilmember Callies stated that there are three different parts to be considered when granting a variance. She stated that it is reasonable to want storage, but it is all relative as to how people use the interior of their home also. She stated that she really does not see this as practical difficulty related to the land that would justify granting a variance. She stated that she believes that they could still have an attractive garage and storage space without the need of a variance.

Councilmember Siakel stated that as Mr. Murphy said, if they attached the garage they would not need a variance and these plans were trying to match the character and integrity of the property.

Councilmember Johnson asked Planning Director Darling to speak to variances and the former definition of 'precedent'. He stated that he sees the additional height as adding to the overall design of the home and if he was on the Planning Commission, he would lean towards denial, but as a Council, they have the ability to override for other mitigating factors. He stated that he views the overall design of this and enhancing the neighborhood as being one of those mitigating factors.

Planning Director Darling stated that when looking at precedent in variances, each variance is a unique situation and should be viewed as a unique situation. She stated that there are very few properties or applications that can duplicate themselves and a variance does not stand as a precedent to another because of all the unique situations.

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Mike Giebenhein, 28110 Woodside Road, stated that his goal is to do something that maintains the character of the house. He stated that he is trying to find a way not to attach the house to the garage because he cannot find a way to do it where it would not be intrusive. He stated that he attaching it would create site lines issues and views of the house to from the west that they currently do not have and same with the house to the east. He stated that attaching it would also take away from the wooded feel of the property. He stated that the garages are deeper and he did not think doing a hip roof would be a possibility with the design of the garage which is where the taller peak is coming into play. If they lowered the peak it would be a relatively flat roof and he does not think that would fit with the character of the historic home.

Mayor Labadie asked Mr. Murphy to comment on that from a builder's perspective. Mr. Murphy stated that a flat pitched or standard pitched roof on this would not fit the same feel of the architecture of the house. Roof pitches are all based on volume, width, height and dimension. He stated that one thing that Mr. Giebenhein had mentioned is that they could absolutely design something that was attached to the home that would not need a variance and would look nice. However, Mr. Giebenhein and his wife have a love for the neighborhood, the setting, the trees, and care about the site lines for their neighbors. They are not going to take down any trees out or anything that will be a detriment to the neighbors or the feel and atmosphere of the neighborhood. He stated that if the structure is clustered and the garage attached, it would give the whole space a completely different feel. He stated that it is not fun to have to come ask for a variance, but they went round and round with possibilities, and this proposal was the only way where they could functionally make everything work and aesthetically keep everyone in the neighborhood happy, without sacrificing any of the views or any of the trees.

Councilmember Callies stated that when she bikes by the home, almost every home in the neighborhood is different, but agrees that this one is particularly unique. She stated that it is a beautiful property, but reiterated that she feels they could design this garage as a detached garage in another way that would not require a variance.

Mr. Murphy stated that they tried that and explained that in his opinion, a variance is a last resort.

Gorham moved, Siakel seconded, Adopting RESOLUTION NO. 21-070, "A Resolution Approving a Variance to the Detached Accessory Structure Height Limitation for Property Located at 28110 Woodside Road," without the recently added staff recommendation.

Roll Call Vote: Johnson, Siakel, Gorham, Labadie, voted Aye. Callies voted Nay. **Motion passed (4-1).**

D. CUP for Fill in Excess of 100 Cubic Yards and Variances

Applicant: Tod and Bonnie Carpenter

Location: 26050 Birch Bluff Road

Planning Director Darling stated that this is a request for a Conditional Use Permit and variance to impervious surface coverage at 26050 Birch Bluff Road. They are requesting to bring in 500 cubic yards of fill and also to increase the impervious surface coverage from 25% to allow an additional 159 square feet of impervious surface. She explained that the applicant had originally proposed a variance to building height, but have withdrawn that request. The Planning Commission and staff recommend approval of both requests.

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Mayor Labadie asked if the applicants would like to address the Council. Mr. Carpenter stated that he thinks they have worked very hard throughout this process with their designer and project manager to work through things and get the design to a place to reduce the quantity of variances necessary.

Councilmember Callies noted that she appreciated the applicant working with staff and eliminating the need for a height variance and would support the remaining requests. Councilmember Johnson stated that he agreed. Councilmember Gorham stated that he felt the last variance on the agenda had a stronger case for a variance. He explained that, in this case, he does not really see the CUP and impervious surfaces requests to be justified.

Brent Stevens, Project Manager, explained that if the Council looks at the grading, the reason they are bringing in fill is because they want the garage to be at the main level of the house, which the current structure was unable to accomplish when it was built in the 1970s. He stated that it was a detached garage at a completely different elevation. He stated that the reason is to get the garage at the main level height which is really at the road height. He stated that in his estimation this is a very logical process of establishing garage height, foundation for the garage and naturally fill in around it and essentially create the grading that will bring the current "ditch" feature will be eliminated by bringing the grading of the garage to the level of the first floor. He stated that the impervious coverage is very close and is the driveway length that is pushing it. He stated that he would ask the Council to look at how they have addressed this and explained that they could have been all the way back to the lake setback, but chose to pull the structure away from the lake setback and shorten the driveway as best as they could within reason, however it still caused that number to be a bit off. He stated that they have presented a stormwater management system that is state of the art and will give an effective rate that is well under the 25%. He stated that the City Engineer has looked at it and given it a thumbs up. He stated that he believes that they are addressing the issues in a very cooperative and responsible manner.

Councilmember Gorham stated that the impervious surface number is very close and his issue is the decision to bring in that much fill. Councilmember Callies noted that the fill does not require a variance, but a Conditional Use Permit. Peter Eskuche confirmed that they are asking for a CUP for the fill and explained that the main level of this property is about 30 feet lower than the house two doors to the east. He stated that there is a considerable amount of drop on the street in each of these lots and he feels that their plans will be much better for drainage because the main level could be lifted up a bit and the lower level lifted up a bit, to promote drainage away from the house.

Mayor Labadie noted that the City had received numerous e-mails and letters from neighbors. She asked if any of the neighbors present at the meeting had any comments to make in addition to the documents that they have already submitted.

Johnson moved, Siakel seconded, Adopting RESOLUTION NO. 21-071, "A Resolution Approving a Conditional Use Permit for Fill in Excess of 100 Cubic Yards and a Variance to Impervious Surface Coverage for a New Home for Property Located at 26050 Birch Bluff Road."

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

**~~E. Approve Final Plat and PUD Final Plan for Walnut Grove Villas~~
~~Applicant: Stoddard Companies~~**

Location: ~~State Hwy 7 between Eureka Road and Seamans Drive~~ (POSTPONED)

F. Approval Final Plat for Excelsior Woods
Applicant: Red Granite Construction
Location: 20325 Excelsior Boulevard

Planning Director Darling stated that this application is for a Final Plat for a subdivision to be called Excelsior Woods. The request is to subdivide the property into four individual lots for each half of a duplex. She noted that the original application was approved in April of 2020 and explained that the original application was delayed due to COVID-19 because of the difficulty in finding laborers to work on the site. Staff recommends approval subject to the findings and conditions included in the staff report.

Siakel moved, Gorham seconded, Adopting RESOLUTION NO. 21-073, "A Resolution Approving a Final Plat to be Called Excelsior Woods for Property Located at 20325 Excelsior Boulevard, subject to the findings and conditions included in the resolution."

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

G. Approve Extension for Code Compliance at 20585 Garden Road

Planning Technician Notermann explained the request for additional time to correct a code violation at 20585 Garden Road. She explained that the City had received a complaint earlier this spring regarding a large accumulation of discarded materials at the property and after inspection they observed that there are violations to City Code Chapter 501. The City alerted the property owner of the violation on May 13, 2021 and they were given until May 24, 2021 to correct the violation. She stated that they have asked for an extension to July 27, 2021 because they are an older couple who cannot complete the clean-up on their own and need assistance to get it all taken care of.

Councilmember Siakel asked if there had been any progress made on the clean-up since this violation because this has already gone back almost two months.

Planning Technician Notermann explained that she had gone back out to the property on June 23, 2021 and there did not appear to be any progress made. She stated that she had spoken to the property owner a number of times on the phone and they have told her that they are trying to reach people to help them get the property cleaned up.

Councilmember Siakel asked how far the back of this property is from the street or driveway. Planning Technician Notermann stated that she accessed it via a path that comes back through Bays Water condos and noted that the property is located at the very end of Garden Road.

Councilmember Siakel asked what happens on July 27, 2021 if there is no progress made to this violation. Planning Technician Notermann explained that the City would issue them a citation. Councilmember Callies stated that she has some sympathy for their situation, but feels the wording in their e-mail was a bit 'iffy' that the clean-up may take all summer, and they "might" have somebody that can come help.

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Mayor Labadie stated that she is sympathetic in this manner because her front yard currently has wheelbarrows and such because of weather and contractor schedules. She stated that they truly may be having trouble getting someone to come help, but she would agree that there needs to be a hard and fast deadline and feels the extension to July 27, 2021 is reasonable. She stated that if this is not resolved by that time she feels the City needs to come down hard on this because they have been understanding up until that deadline. She stated that she is in favor of granting this extension.

Councilmember Gorham stated that he is also sympathetic and would like to see evidence that they have contacted people between now and next month so they can show the City that they are actually trying. He stated that this is the height of contractor season and it just may be difficult to get them.

Councilmember Siakel stated that she thinks they could call a junk company to come out and get the materials. She stated that if they need help finding someone perhaps the City can give a few recommendations, but to her, by the end of July, it is not a matter of them reporting to the City who they have called, but that it is actually cleaned up by the end of July. She stated that she will go along with the Council on allowing an extension but wants it to be clear the expectation is that the clean-up will be completed by July 27, 2021.

Siakel moved, Labadie seconded, Adopting RESOLUTION NO. 21-074, “A Resolution Approving a Request for Extension to Correct a Code Violation for Property Located at 20585 Garden Road, with a completion date of no later than July 27, 2021.”

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

H. Farm Animal Regulations (Chickens) – Discussion Only

Planning Director Darling reminded the Council that at their last meeting, a resident appeared before them asking the City to make changes to their farm animal regulations. She stated that the Council had requested additional information about what other cities do in this situation and whether they allow variances. She stated that staff and City Attorney Keane are not recommending that the City allow a variance process. She stated that staff looked at Bloomington, Chanhassen, Chaska, Deephaven, Eden Prairie, Excelsior, Minneapolis, Minnetonka, Minnetrista, Mound, Plymouth, Shakopee, St. Paul, and Tonka Bay. She stated some of these cities do not allow chickens, some require no neighborhood notice or approval and are treated similarly to dogs. She shared details from the other cities regulations for approval of notice. Staff and City Attorney Keane recommend removing the neighborhood approval requirement from the City Code and also that the Council direct a Code amendment that the farm animal shelters are situated closer to the owner's dwelling than to any of the other neighboring dwellings. She reviewed some of the questions for the Council to consider surrounding this issue.

Mayor Labadie thanked Planning Director Darling and Planning Technician Notermann for their work to research this issue. She stated that she thinks it is very helpful to see how other cities are handling chickens.

Councilmember Johnson stated that he would like the Council to discuss three things: a distinction between hens and roosters; the distinction that St. Paul has made between the different number of chickens; Bloomington's approach that the shelter be closer to the applicant than to the neighboring structures.

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Mayor Labadie reminded the public that this issue is not going to be voted on this evening and is purely a discussion item. She asked Planning Director Darling to address the rooster issue. Planning Director Darling stated that the City Code currently prohibits roosters and she would not recommend that the Council change that restriction. She stated the City currently caps the number of chickens allowed on a residential property to six chickens.

Councilmember Callies stated that she is in favor of removing the neighbor approval and is not certain that she would even support a notice requirement. She stated that she understands why some cities have it, but people do not have to get approval or give notice to their neighbors when they get a dog or cat. She stated that she thinks it would be appropriate to have some distance requirement from the adjoining property unless that would already be covered by the ordinary setback requirements.

Councilmember Gorham asked if coops are subject to accessory structure limitations on size. Planning Director Darling explained that they are subject to restrictions on size and location and must be in the buildable area of the lot as defined by the Zoning Ordinance.

Councilmember Gorham stated that he would support more definition on where the coop should be located. He stated that he agrees with eliminating the idea of a variance or requiring neighborhood notice or approval. He noted that he found the chicken regulations quite fascinating from city to city. He stated that there were some items that he really liked, such as no slaughtering on the property. He stated that he would also like the permit to be renewable so things may be easier to enforce. He asked how it would work if there was a multi-family situation and whether this would be restricted to only single-family dwellings.

Planning Director Darling stated that she does not believe farm animal ownership is restricted by structure type and noted that the City has very few structures that are over two units so she does not think that was thought about at the time the ordinance was drafted. She stated that the Council could choose to add something on this issue.

Councilmember Siakel stated that she likes the idea of requiring the coop to be closer to their personal dwelling. She asked if the City had received complaints about raising chickens or if something had happened that now the Council is being asked to discuss the issue.

Mayor Labadie explained that she had asked of this discussion item to be included on the agenda based on a request from a resident that came up at a recent meeting. She stated that Chanhassen has recently reviewed this issue and did include a requirement for neighbor notice to address the fear about a neighbor's dog getting into a chicken coop. She explained that the thought was that if the neighbor knows that there are chickens, that situation may be able to be prevented.

Councilmember Siakel stated that there is already a pretty good policy in place and she thinks the only thing that may need to be tweaked is about the dwelling being closer to structure of the homeowner than the property line and eliminating the neighbor approval. She stated that she also likes the idea of having to come back every three years and renew their application.

Councilmember Johnson stated that he thinks the crux of what needs to be addressed is the requirement for neighbor approval and feels there is consensus among the Council to remove that stipulation.

Planning Director Darling stated that she has gotten adequate feedback from the Council and will bring back a potential code amendment for a future meeting.

The Council discussed the term length of a license or permit renewal and having the renewal be free or a nominal fee.

8. ENGINEERING/PUBLIC WORKS

9. GENERAL/NEW BUSINESS

A. Flexible Workplace Policy

City Administrator Lerud explained that working remotely is permitted by the City's personnel policy. This past year has shown staff that the policy language is out of date and does not belong in the personnel policy and should instead, be considered a work place strategy. He stated that the ability to have a flexible work arrangement for employees will be an integral part of almost any workplace in the future and, in particular, those, like Shorewood, who wished to attract qualified candidates. Staff has reviewed several other cities flexible workplace policies and have used what they felt were the relevant portions to draft a proposed policy for the City.

Councilmember Johnson stated that he agrees with City Administrator Lerud's statement that this is the direction that more and more private companies will be moving towards. He stated that he would like there to be some sort of preliminary probation period on the policy or to make it one point of the individual's annual review process but noted that he views these as 'either/or' and not together. City Administrator Lerud stated that one of the guidelines is that each one approved would be reviewed in six months.

Councilmember Siakel stated that she would like to make sure something like this is fair and available to all people. She stated that she does not see how this could work for a Public Works employee. She stated that City Hall already has a lot of people that work part-time and asked who this policy would apply to as well as how many employees. She stated that she is just trying to understand the big picture and is not yet sure how she feels about a flexible work arrangement.

City Administrator Lerud stated that she is correct that Public Works employees cannot work remotely, however there are other components of the policy, such as a compressed work week or a flexible work schedule which could be applicable to Public Works employees. He explained that the City no longer has any part-time city hall employees, but they are advertising to fill a part-time administrative position.

Councilmember Callies asked if that is a policy decision or if it just so happens that everyone is full-time now. City Administrator Lerud stated that it is not a policy decision and just happens to be where they are at right now. He agreed that it could change, but noted that this would not be applicable to part-time employees. He stated that the compressed work schedule or the ability to work remotely for a period of time may not apply to everybody.

Councilmember Siakel stated that she understands that the City may need to start looking this way, however, the Council has not even returned to City Hall and come back to work, so she feels it may be a bit premature. She reiterated that she really does not know who she feels about this or what the City should or should not do and would not feel comfortable making a decision tonight.

Councilmember Callies asked how it will be determined whether somebody is granted this ability or not. City Administrator Lerud explained that, in the memo, there were four standards listed that the City would not compromise on. He stated that there is a form that employee would fill out that would have to be signed by the Department Head, the HR Director, and himself. He noted that even though the Council has not returned to City Hall, staff has been back since the beginning of June. He stated that if the Council has specific questions or would like staff to do research and get additional information for them, they would be happy to do that and get the information back to the Council.

The Council discussed the difficulty in taking something away after it has been given and how the perception may be that this is a benefit of the job and the possibility of doing this on a trial basis. Councilmember Siakel stated that she could support doing something like this on a trial basis and would like to put together a process that is not so vague.

Councilmember Gorham asked how its effectiveness would be measured. City Administrator Lerud suggested that the Council put this back on the agenda in September, after the summer months, because vacations throw much of this flexibility out the window. He explained that this would give them a chance to see what emerges between now and then and take a closer look at how the City evaluates performance for people who are working remotely versus on-site. He stated that it could be rolled out on a temporary basis with some milestones and a requirement to report back to the Council after the six-month period where it has been implemented. He noted that the City is already informally doing this with some individuals, so nothing needs to be changed immediately.

Mayor Labadie stated that she thinks that sounds like a reasonable suggestion. Councilmember Callies stated that she likes this suggestion and noted that there were some other comments and questions that came up tonight that made her think so she would like to have more time to think about and review the proposal. She stated that she likes the idea of looking at this again in September.

10. STAFF AND COUNCIL REPORTS

A. Administrator and Staff

Planning Director Darling stated that she and Park and Recreation Director Grout are happy to report that the City received a \$25,000 grant from Hennepin County for the rehabilitation of Silverwood Park.

City Administrator Lerud noted that he and Finance Director Rigdon had a conference call today with Standard and Poors for the bond rating and the rating should come in a couple of weeks, just in advance of the sale. He stated that they are anticipating that it will be an affirmation of the AA+ that was received last year.

B. Mayor and City Council

Councilmember Siakel asked about the Glen/Amlee road project and if the City had heard anything from the neighbors because it looks like there has been a lot of work done. She stated that she thinks it will be a huge improvement. City Engineer Budde stated that things are going

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

JUNE 28, 2021

Page 12 of 13

very well from a construction schedule standpoint. He stated that they have even gotten a number of compliments from residents that staff and the contractors are doing a good job.

Councilmember Callies thanked Mayor Labadie for sending out the letter to the officials regarding the Eureka Road and Highway 7 situation and stated that she hopes the City will get some response. She asked if there is anything the City can do with regard to traffic control at this intersection or if it was all up to the State and County.

Mayor Labadie stated that at this point in time, the City is just advising residents to voice their concerns to the State-wide elected representatives. She stated that controls on Eureka could be possible in the future, but it will impact the entire area which becomes very complicated. She stated that it would require a lengthy process and not just a knee-jerk reaction.

Councilmember Siakel expressed her frustration that the State said that they had never received a complaint. She stated that she can think of about ten things that have come up in the last five years where the City has talked to them and approached them about sidewalks or safe crossings on Highway 7. She stated that she was outraged when she heard their response that there had never been a complaint. She also expressed her appreciation to Mayor Labadie for writing the letter.

Mayor Labadie stated that Councilmember Siakel was not the only one that was outraged by that comment. She stated that she was outraged and was also contacted by former-Mayor Zerby and former-Councilmember Sundberg who shared this outrage.

Councilmember Gorham stated that the Strawberry Lane community meeting was very well attended and commended staff for their presentation on the project. He stated that he noticed that has been staked and asked if there have been any one-on-one meetings with residents in the area to talk about what the stakes are representing.

City Engineer Budde stated that he had gotten a number of requests and have held both group and one on one meetings with about five or six individual residents and has several more on his calendar for the rest of this week. Councilmember Gorham expressed interest in attending one of the upcoming one on one meetings to get more information on the project and the stakes. City Engineer Budde stated that he will let Councilmember Gorham know when there is an upcoming meeting in the area.

Councilmember Siakel expressed her frustration with the fact that this project has been communicated to residents for years that it would be coming, nor does the City for this work, and yet, now that it is here there seems to be a general uproar about it. She asked if the City was missing a piece of its communication process, if there were new people, or if there was some sort of misunderstanding.

Councilmember Johnson stated that there was a general misunderstanding that the authorization of a final design was the approval of the final design which started some of the commotion. He stated that he believes that idea has since been clarified.

City Engineer Budde stated that oftentimes it comes down to the actual details of how it impacts the residents and the City does not know that kind of information until they get into the final design process.

Councilmember Callies asked for the proposed timeline for the Strawberry Lane project.

City Engineer Budde stated that staff is planning to come to the Council and seek direction at the second meeting in July. He stated that they will be looking for formal direction from the Council on whether to go with the sidewalk or trail option and a few other items.

Mayor Labadie wished everyone a safe and happy Fourth of July celebration and noted that she would be handing out medals at the finish line at the Firecracker Run, since she is on the injured list this year.

11. ADJOURN

Johnson moved, Gorham seconded, Adjourning the City Council Regular Meeting of January 28, 2021, at 9:06 P.M.

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

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



#2 B

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: Verified Claims

Meeting Date: July 12, 2021

Prepared by: Michelle Nguyen, Senior Accountant
Greg Lerud, City Administrator
Joe Rigdon, Finance Director

Attachments: Claims lists

Policy Consideration:

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

Background:

Claims for council authorization.

66897-66921 & ACH	261,791.65
Total Claims	\$261,791.65

We have also included a payroll summary for the payroll period ending **July 4, 2021**.

Financial or Budget Considerations:

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

Options:

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

Recommendation / Action Requested:

Staff recommends approval of the claims list as presented.

Next Steps and Timelines:

Checks will be distributed following approval.

Payroll

G/L Distribution Report

User: mnguyen

Batch: 00001.07.2021 - PR-07-02-2021

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	69,412.81	CASH AND INVESTMENTS
101-13-4101-0000	13,180.42	0.00	FULL-TIME REGULAR
101-13-4121-0000	988.48	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,001.86	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	2,055.74	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	95.40	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,456.03	0.00	FULL-TIME REGULAR
101-15-4121-0000	409.21	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	423.46	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	607.47	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	27.89	0.00	WORKERS COMPENSATION
101-18-4101-0000	7,802.39	0.00	FULL-TIME REGULAR
101-18-4121-0000	585.19	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	579.04	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,014.86	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	50.30	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,572.21	0.00	FULL-TIME REGULAR
101-24-4121-0000	267.91	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	274.27	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	671.93	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	19.81	0.00	WORKERS COMPENSATION
101-32-4101-0000	14,938.97	0.00	FULL-TIME REGULAR
101-32-4102-0000	37.24	0.00	OVERTIME
101-32-4105-0000	409.08	0.00	STREET PAGER PAY
101-32-4121-0000	1,153.92	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,117.04	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,708.97	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	860.23	0.00	WORKERS COMPENSATION
101-33-4101-0000	282.16	0.00	FULL-TIME REGULAR
101-33-4121-0000	21.14	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	33.99	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	280.84	0.00	EMPLOYEE INSURANCE - CITY
101-33-4151-0000	21.31	0.00	WORKERS COMPENSATION
101-52-4101-0000	3,719.75	0.00	FULL-TIME REGULAR

Account Number	Debit Amount	Credit Amount	Description
101-52-4103-0000	1,380.63	0.00	PART-TIME
101-52-4121-0000	279.00	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	386.10	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	825.34	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	225.68	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,366.48	0.00	FULL-TIME REGULAR
101-53-4121-0000	102.48	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	105.27	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	16.61	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	56.71	0.00	WORKERS COMPENSATION
FUND Total:	69,412.81	69,412.81	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	2,112.01	CASH AND INVESTMENTS
201-00-4101-0000	1,570.87	0.00	FULL-TIME REGULAR
201-00-4103-0000	181.80	0.00	PART-TIME
201-00-4121-0000	128.62	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	135.38	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	24.91	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	70.43	0.00	WORKERS COMPENSATION
FUND Total:	2,112.01	2,112.01	
FUND 601	Water Utility		
601-00-1010-0000	0.00	12,320.10	CASH AND INVESTMENTS
601-00-4101-0000	9,115.60	0.00	FULL-TIME REGULAR
601-00-4105-0000	204.54	0.00	WATER PAGER PAY
601-00-4121-0000	698.99	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	662.14	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,336.60	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	302.23	0.00	WORKERS COMPENSATION
FUND Total:	12,320.10	12,320.10	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	8,896.56	CASH AND INVESTMENTS
611-00-4101-0000	6,431.29	0.00	FULL-TIME REGULAR
611-00-4105-0000	204.54	0.00	SEWER PAGER PAY
611-00-4121-0000	497.72	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	487.52	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,091.66	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	183.83	0.00	WORKERS COMPENSATION

Account Number	Debit Amount	Credit Amount	Description
FUND Total:	8,896.56	8,896.56	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	541.92	CASH AND INVESTMENTS
621-00-4101-0000	397.83	0.00	FULL-TIME REGULAR
621-00-4121-0000	29.86	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	30.71	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	81.79	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	1.73	0.00	WORKERS COMPENSATION
FUND Total:	541.92	541.92	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	2,504.89	CASH AND INVESTMENTS
631-00-4101-0000	1,881.83	0.00	FULL-TIME REGULAR
631-00-4121-0000	141.11	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	142.75	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	299.66	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	39.54	0.00	WORKERS COMPENSATION
FUND Total:	2,504.89	2,504.89	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	95,788.29	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	44,729.41	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	10,739.40	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	6,524.50	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	3,066.94	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	10,759.06	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,900.13	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	5,700.00	DEFERRED COMPENSATION
700-00-2177-0000	0.00	1,955.09	WORKERS COMPENSATION
700-00-2180-0000	0.00	896.98	LIFE INSURANCE
700-00-2182-0000	0.00	307.86	UNION DUES
700-00-2183-0000	0.00	1,208.92	HEALTH SAVINGS ACCOUNT
FUND Total:	95,788.29	95,788.29	
Report Total:	191,576.58	191,576.58	

Accounts Payable

Computer Check Proof List by Vendor

User: nmnguyen
 Printed: 07/02/2021 - 2:27PM
 Batch: 00001.07.2021 - PR-07-02-2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 1	ACH Enabled: True
July-2021	PR Batch 00001.07.2021 Union Dues	307.86	07/02/2021	700-00-2182-0000	PR Batch 00001.07.2021 Union Dues
	Check Total:	307.86			
Vendor: 1084	BANK VISTA			Check Sequence: 2	ACH Enabled: True
PR-07-02-2021	PR Batch 00001.07.2021 HSA-BANK VISTA	276.92	07/02/2021	700-00-2183-0000	PR Batch 00001.07.2021 HSA-BANK VIS
	Check Total:	276.92			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 3	ACH Enabled: True
PR-07-02-2021	PR Batch 00001.07.2021 FICA Employee Portio	4,359.87	07/02/2021	700-00-2174-0000	PR Batch 00001.07.2021 FICA Employee 1
PR-07-02-2021	PR Batch 00001.07.2021 FICA Employer Portio	4,359.87	07/02/2021	700-00-2174-0000	PR Batch 00001.07.2021 FICA Employer 1
PR-07-02-2021	PR Batch 00001.07.2021 Medicare Employee Pc	1,019.66	07/02/2021	700-00-2174-0000	PR Batch 00001.07.2021 Medicare Emplo
PR-07-02-2021	PR Batch 00001.07.2021 Medicare Employer Po	1,019.66	07/02/2021	700-00-2174-0000	PR Batch 00001.07.2021 Medicare Emplo
PR-07-02-2021	PR Batch 00001.07.2021 Federal Income Tax	6,524.50	07/02/2021	700-00-2172-0000	PR Batch 00001.07.2021 Federal Income T
	Check Total:	17,283.56			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 4	ACH Enabled: True
PR-07-02-2021	PR Batch 00001.07.2021 Deferred Comp-ICMA	3,075.00	07/02/2021	700-00-2176-0000	PR Batch 00001.07.2021 Deferred Comp-I
	Check Total:	3,075.00			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 5	ACH Enabled: True
PR-07-02-2021	PR Batch 00001.07.2021 State Income Tax	3,066.94	07/02/2021	700-00-2173-0000	PR Batch 00001.07.2021 State Income Tax
	Check Total:	3,066.94			
Vendor: 7	MINNESOTA LIFE			Check Sequence: 6	ACH Enabled: True
July-2021	PR Batch 00001.07.2021 Life Insurance	880.98	07/02/2021	700-00-2180-0000	PR Batch 00001.07.2021 Life Insurance
	Check Total:	880.98			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 7	ACH Enabled: True
PR-07-02-2021	PR Batch 00001.07.2021 Deferred Comp-MSRS	2,475.00	07/02/2021	700-00-2176-0000	PR Batch 00001.07.2021 Deferred Comp-MSRS
PR-07-02-2021	PR Batch 00001.07.2021 Deferred Comp-MSRS	150.00	07/02/2021	700-00-2176-0000	PR Batch 00001.07.2021 Deferred Comp-MSRS
	Check Total:	2,625.00			
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 8	ACH Enabled: True
July-2021	PR Batch 00001.07.2021 PERA Life	16.00	07/02/2021	700-00-2180-0000	PR Batch 00001.07.2021 PERA Life
	Check Total:	16.00			
Vendor: 665	OPTUM BANK			Check Sequence: 9	ACH Enabled: True
PR-07-02-2021	PR Batch 00001.07.2021 HSA-OPTUM BANK	932.00	07/02/2021	700-00-2183-0000	PR Batch 00001.07.2021 HSA-OPTUM BANK
	Check Total:	932.00			
Vendor: 9	PERA			Check Sequence: 10	ACH Enabled: True
PR-07-02-2021	PR Batch 00001.07.2021 MN-PERA Deduction	4,596.50	07/02/2021	700-00-2175-0000	PR Batch 00001.07.2021 MN-PERA Deduction
PR-07-02-2021	PR Batch 00001.07.2021 MN PERA Benefit Em	5,303.63	07/02/2021	700-00-2175-0000	PR Batch 00001.07.2021 MN PERA Benefit Em
	Check Total:	9,900.13			
	Total for Check Run:	38,364.39			
	Total of Number of Checks:	10			

Accounts Payable

Computer Check Proof List by Vendor

User: nnguyen
Printed: 07/02/2021 - 3:01PM
Batch: 00002.07.2021 - Midwest-July



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 1	ACH Enabled: True
79069	Newsletter Postages	513.28	07/02/2021	101-13-4208-0000	
79069	Newsletter Svc	452.40	07/02/2021	101-13-4400-0000	
79075	Utility-Postage	357.77	07/02/2021	601-00-4208-0000	
79075	Utility-Svc	112.70	07/02/2021	601-00-4400-0000	
79075	Utility-Postage	357.77	07/02/2021	611-00-4208-0000	
79075	Utility-Svc	112.70	07/02/2021	611-00-4400-0000	
79075	Utility-Postage	357.77	07/02/2021	621-00-4208-0000	
79075	Utility-Svc	112.70	07/02/2021	621-00-4400-0000	
79075	Utility-Postage	357.76	07/02/2021	631-00-4208-0000	
79075	Utility-Svc	112.70	07/02/2021	631-00-4400-0000	
	Check Total:	2,847.55			
	Total for Check Run:	2,847.55			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: nnguyen
 Printed: 07/07/2021 - 1:08PM
 Batch: 00003.07.2021 - CC-07-12-2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 104	ADAM'S PEST CONTROL INC			Check Sequence: 1	ACH Enabled: True
3303543	Building Inspection-Shorewood	80.60	07/12/2021	101-19-4400-0000	
3305237	Building Inspection-Southshore	67.80	07/12/2021	201-00-4400-0000	
	Check Total:	148.40			
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 2	ACH Enabled: True
INV252987	Konica Minolta/C658 Copier	35.00	07/12/2021	101-19-4221-0000	
	Check Total:	35.00			
Vendor: 111	AMERICAN ENGINEERING TESTING, INC.			Check Sequence: 3	ACH Enabled: False
INV-03491	L.S. 7 & 10 - Soil Borings	1,200.00	07/12/2021	611-00-4245-0000	
	Check Total:	1,200.00			
Vendor: 1056	BLACKSTONE CONTRACTORS, LLC			Check Sequence: 4	ACH Enabled: False
PV#5-BadgerPark	PV#5 - Badger Park	10,053.96	07/12/2021	402-00-4400-0000	
	Check Total:	10,053.96			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 5	ACH Enabled: True
271510	Catchbasin & Culvert Repairs	68.00	07/12/2021	631-00-4303-0000	
271511	General Engineering	7,125.00	07/12/2021	101-31-4303-0000	
271512	Mill & Overlay	14,302.00	07/12/2021	413-00-4303-0000	
271513	Pavement Striping	739.00	07/12/2021	404-00-4620-0007	
271514	Badger Park	476.00	07/12/2021	402-00-4680-0000	
271515	Beverly Drive Wetland	734.00	07/12/2021	631-00-4303-0000	
271516	Birch Bluff St-Utility Imprvmt	8,162.00	07/12/2021	414-00-4303-0000	
271517	Christmas Lake Boat Landing	383.00	07/12/2021	402-00-4680-0000	
271518	Fire Lane Survey	400.00	07/12/2021	101-31-4303-0000	
271519	Freeman Park Baseball Field	68.00	07/12/2021	402-00-4680-0000	
271520	GIS-Utilities	60.00	07/12/2021	631-00-4303-0000	
271520	GIS-Utilities	60.00	07/12/2021	601-00-4303-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
271521	Glen Rd-Manitou Ln-Amlee Rd St	59,212.00	07/12/2021	407-00-4303-0000	
271522	Grant Street Drainage	430.00	07/12/2021	631-00-4303-0000	
271523	Lift Station 10 Rehabilitation	2,512.00	07/12/2021	611-00-4303-0000	
271524	Lift Station 7 Rehabilitation-5600 Woodside Roa	9,646.00	07/12/2021	611-00-4303-0000	
271525	Mary Lake Outlet	1,522.00	07/12/2021	631-00-4303-0000	
271526	Minnetonka Contry Club	86.00	07/12/2021	450-00-4302-0016	
271527	Mound Location & Framework	258.00	07/12/2021	404-00-4620-0000	
271528	MS4 Administration	725.00	07/12/2021	631-00-4302-0009	
271529	Shady Island Bridge Forcemain	6,925.00	07/12/2021	631-00-4303-0000	
271530	Silverwood Park Improvements	172.00	07/12/2021	402-00-4680-0000	
271531	Smithtown Pond	2,201.00	07/12/2021	631-00-4303-0000	
271532	South Lake Minnetonka Improve	2,686.00	07/12/2021	101-00-3414-0000	
271533	Stoddard Companies	296.00	07/12/2021	101-00-3414-0000	
271534	Strawberry Ln St Reconst & Trl	27,322.50	07/12/2021	409-00-4303-0000	
271535	Wiltsey Lane	383.00	07/12/2021	402-00-4680-0000	
	Check Total:	146,953.50			
Vendor: 137	CENTURY LINK			Check Sequence: 6	ACH Enabled: True
9524702294JUN21	952-470-2294-PW	66.12	07/12/2021	101-32-4321-0000	
9524706340JUN21	952-474-6340-CH	120.51	07/12/2021	101-19-4321-0000	
9524707819JUN21	952-470-7819-SSCC	131.24	07/12/2021	201-00-4321-0000	New Line
	Check Total:	317.87			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 7	ACH Enabled: False
1st Qtr-2021-Addt	Quarterly Water Usage	1,346.40	07/12/2021	601-00-4261-0000	
2nd Qtr-2021-WA	Quarterly Water Usage	4,040.54	07/12/2021	601-00-4261-0000	
	Check Total:	5,386.94			
Vendor: 149	CITY OF TONKA BAY			Check Sequence: 8	ACH Enabled: False
2nd Qtr-2021-WA	Quarterly Water Service	1,333.80	07/12/2021	601-00-4260-0000	
2nd Qtr-2021-WA	Quarterly Sewer Service	436.00	07/12/2021	611-00-4400-0000	
	Check Total:	1,769.80			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 9	ACH Enabled: True
841589	TIF 2020	65.45	07/12/2021	470-00-4351-0019	
841590	Jacob Fustafson	47.60	07/12/2021	101-18-4351-0000	
841715	TIF 2020	84.81	07/12/2021	470-00-4351-0019	
841716	LS 7 & 10	292.98	07/12/2021	611-00-4351-0000	
842732	LS 7 & 10	452.20	07/12/2021	611-00-4351-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	943.04			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 10	ACH Enabled: True
1060736	Monthly Rental	176.40	07/12/2021	601-00-4400-0000	
1060736	Monthly Rental	176.40	07/12/2021	611-00-4400-0000	
1060736	Monthly Rental	176.40	07/12/2021	631-00-4400-0000	
	Check Total:	529.20			
Vendor: 208	HACH COMPANY			Check Sequence: 11	ACH Enabled: False
12526073	Chemicals	231.72	07/12/2021	601-00-4245-0000	
	Check Total:	231.72			
Vendor: 1190	MICHELLE & MICHAEL HAGGERTY			Check Sequence: 12	ACH Enabled: False
5660WoodDuckCir	Drainage & Utility Easement-Mary Lake Outlet	7,500.00	07/12/2021	631-00-4610-0000	
	Check Total:	7,500.00			
Vendor: 211	HAWKINS, INC.			Check Sequence: 13	ACH Enabled: True
4971528	Chlorine	1,316.95	07/12/2021	601-00-4245-0000	
	Check Total:	1,316.95			
Vendor: 471	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 14	ACH Enabled: False
0721-26	Special Assessment Annual Svc	151.00	07/12/2021	601-00-4400-0000	
0721-26	Special Assessment Annual Svc	180.00	07/12/2021	611-00-4400-0000	
0721-26	Special Assessment Annual Svc	200.00	07/12/2021	631-00-4400-0000	
0721-26	Special Assessment Annual Svc	180.00	07/12/2021	621-00-4400-0000	
0721-26	Special Assessment Annual Svc	205.00	07/12/2021	101-15-4400-0000	
	Check Total:	916.00			
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHNOLOGY			Check Sequence: 15	ACH Enabled: True
1000167842	Monthly Radio Fleet & MESB	196.40	07/12/2021	101-32-4321-0000	
	Check Total:	196.40			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 16	ACH Enabled: True
20067067-Addtl	City Hall - Mats	3.60	07/12/2021	101-19-4400-0000	
	Check Total:	3.60			
Vendor: 1192	COLEEN SIMPSON JOEL KIRK			Check Sequence: 17	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
WatermainBreak-	Watermain Damaged-4698 Old Kent Road	154.00	07/12/2021	601-00-4400-0000	
	Check Total:	154.00			
Vendor: 247	DREW KRIESEL			Check Sequence: 18	ACH Enabled: False
June-2021	Building Maint. Services	300.00	07/12/2021	201-00-4400-0000	
June-2021	Building General Supplies Exp	64.96	07/12/2021	201-00-4245-0000	
June-2021	Events Program/Class Services	385.00	07/12/2021	201-00-4248-0000	
	Check Total:	749.96			
Vendor: 248	RACHAEL KROOG			Check Sequence: 19	ACH Enabled: False
2021-Event	Event - Manor Park	550.00	07/12/2021	101-53-4248-0000	
	Check Total:	550.00			
Vendor: 482	KUTAK ROCK, LLP			Check Sequence: 20	ACH Enabled: True
2877466	General Corporate	1,850.00	07/12/2021	101-16-4304-0000	
2877467	Public Improvement Project	39.00	07/12/2021	402-00-4620-0000	
2877468	Land Use & Development	264.00	07/12/2021	101-18-4304-0000	
2877469	Administrative Code	1,092.00	07/12/2021	101-16-4304-0000	
2877479	Economic Development	253.50	07/12/2021	101-16-4304-0000	
2877537	5815 Club Lane	175.50	07/12/2021	101-16-4304-0000	
2877577	Water Tower Lease Agreements	78.00	07/12/2021	601-00-4304-0000	
2877591	Lake Mary Stormwater Issues	97.50	07/12/2021	631-00-4304-0000	
2877601	Street Reconstruction	604.50	07/12/2021	404-00-4620-0000	
2877641	Excelsior Sewer Issues	156.00	07/12/2021	611-00-4304-0000	
2877683	Franchise Agreement MetroNet	663.00	07/12/2021	101-16-4304-0000	
2877733	Series 2021-A Bond	292.50	07/12/2021	404-00-4730-0000	
2877743	5520 Grant Lorenz Road	1,033.50	07/12/2021	631-00-4610-0000	
	Check Total:	6,599.00			
Vendor: 707	LAKE MINNETONKA COMMUNICATION CO			Check Sequence: 21	ACH Enabled: False
1423	UPS Battery Back Up for Recording	215.05	07/12/2021	101-11-4400-0000	
	Check Total:	215.05			
Vendor: 132	MANGO ENTERTAINMENT, LLC			Check Sequence: 22	ACH Enabled: False
1015-2nd Half	2nd Half Payment - Music In the Park	550.00	07/12/2021	101-53-4248-0000	
	Check Total:	550.00			
Vendor: 1191	MASTER OUTDOOR SOLUTIONS			Check Sequence: 23	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
845	Service Damaged-4698 Old Kent Road	157.00	07/12/2021	601-00-4400-0000	
	Check Total:	157.00			
Vendor: 453	METROPOLITAN COUNCIL (SAC)			Check Sequence: 24	ACH Enabled: True
June-2021-SAC	Monthly SAC Report	4,920.30	07/12/2021	611-00-2082-0000	
	Check Total:	4,920.30			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 25	ACH Enabled: True
2nd Qtr-2021-Sales Ta	Quarterly Water Sales Tax -	1,614.00	07/12/2021	601-00-2081-0000	
	Check Total:	1,614.00			
Vendor: 313	MICHELLE THU-THAO NGUYEN			Check Sequence: 26	ACH Enabled: True
June-2021	Mileage Reimbursement	98.38	07/12/2021	101-15-4331-0000	
	Check Total:	98.38			
Vendor: 1155	EMMA NOTERMANN			Check Sequence: 27	ACH Enabled: True
April-June-2021	Mileage	63.28	07/12/2021	101-18-4331-0000	
April-May-2021	Cell Phone - April & May	60.00	07/12/2021	101-18-4488-0000	
	Check Total:	123.28			
Vendor: 322	OFFICE DEPOT			Check Sequence: 28	ACH Enabled: False
177389076002	Parks - Signs	95.55	07/12/2021	101-53-4245-0000	
	Check Total:	95.55			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 29	ACH Enabled: True
1152715	Cathcart Park-26655 W- 62nd St	25.00	07/12/2021	101-52-4410-0000	
	Check Total:	25.00			
Vendor: 866	PAINT * PAPER * SCISSORS			Check Sequence: 30	ACH Enabled: False
INV-0360	American Flag Art	270.00	07/12/2021	101-53-4248-0000	
	Check Total:	270.00			
Vendor: 903	PERRILL			Check Sequence: 31	ACH Enabled: True
254934	ROWay Web App-Monthly	75.00	07/12/2021	611-00-4400-0000	
254934	ROWay Web App-Monthly	75.00	07/12/2021	601-00-4400-0000	
	Check Total:	150.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 240 June-2021	KENNETH POTTS, PA Prosecution Monthly Services	2,500.00	07/12/2021	Check Sequence: 32 101-16-4304-0000	ACH Enabled: True
	Check Total:	2,500.00			
Vendor: 1157 Park-Jun-2021	KEELY SCHULTZ Park Programs	230.00	07/12/2021	Check Sequence: 33 101-53-4248-0000	ACH Enabled: False
	Check Total:	230.00			
Vendor: 734 4786	SCIENCE EXPLORERS, INC. Park Programs- Manor Park	210.00	07/12/2021	Check Sequence: 34 101-53-4248-0000	ACH Enabled: False
	Check Total:	210.00			
Vendor: 353 2021-MIP	SHALO LEE MROZEK Music in The Park - 2021	1,500.00	07/12/2021	Check Sequence: 35 101-53-4248-0000	ACH Enabled: False
	Check Total:	1,500.00			
Vendor: 355 121083	SHRED-N-GO INC Shredded Svc	109.50	07/12/2021	Check Sequence: 36 101-13-4400-0000	ACH Enabled: False
	Check Total:	109.50			
Vendor: 1181 78973 78974	SPLIT ROCK MANAGEMENT, INC. Custodial Service-CH Building Custodial Service-PWs Building	472.00 358.00	07/12/2021 07/12/2021	Check Sequence: 37 101-19-4400-0000 101-32-4400-0000	ACH Enabled: True
	Check Total:	830.00			
Vendor: 1101 INV-006757 INV-006757 INV-006757 INV-006757	SPRINGBROOK HOLDING COMPANY LLC Springbrook-CivicPay Fees Springbrook-CivicPay Fees Springbrook-CivicPay Fees Springbrook-CivicPay Fees	5.25 5.25 5.25 5.25	07/12/2021 07/12/2021 07/12/2021 07/12/2021	Check Sequence: 38 601-00-4450-0000 611-00-4450-0000 621-00-4450-0000 631-00-4450-0000	ACH Enabled: True
	Check Total:	21.00			
Vendor: 296 2nd Qtr-2021-SS	STATE OF MN-MINNESOTA DEPARTMENT OF Quarterly Water Surcharges	3,740.00	07/12/2021	Check Sequence: 39 601-00-2082-0000	ACH Enabled: False
	Check Total:	3,740.00			
Vendor: 1193	THE FLYING LOCKSMITHS-MINNEAPOLIS			Check Sequence: 40	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
051-1313189	Timed Locks Badger Shelter	2,317.78	07/12/2021	402-00-4680-0000	
	Check Total:	2,317.78			
Vendor: 1194	THE McDOWELL AGENCY, INC.			Check Sequence: 41	ACH Enabled: False
131130	Background Check-Briggs Haugen & Austin Joh	115.00	07/12/2021	101-13-4400-0000	
	Check Total:	115.00			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 42	ACH Enabled: True
M26564	Council Meeting	302.88	07/12/2021	101-13-4400-0000	
	Check Total:	302.88			
Vendor: 384	TOTAL PRINTING SERVICES			Check Sequence: 43	ACH Enabled: False
13133-Addtl	Safety Camp Insert	170.00	07/12/2021	101-53-4351-0000	
13160	Newsletters	832.50	07/12/2021	101-13-4351-0000	
13160	Park Insert & Safety Camp Insert	475.00	07/12/2021	101-53-4351-0000	
	Check Total:	1,477.50			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 44	ACH Enabled: False
16274	Monthly Bacteria Svc	120.00	07/12/2021	601-00-4400-0000	
	Check Total:	120.00			
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 45	ACH Enabled: True
June-2021	Uniforms	640.89	07/12/2021	101-32-4400-0000	
	Check Total:	640.89			
Vendor: 393	VESSCO, INC			Check Sequence: 46	ACH Enabled: False
83746	Chemical Feed Pump Parts	352.37	07/12/2021	601-00-4223-0000	
	Check Total:	352.37			
Vendor: 974	THOMAS WADE WOODWARD			Check Sequence: 47	ACH Enabled: True
June-2021	Mileage	201.04	07/12/2021	101-24-4331-0000	
	Check Total:	201.04			
Vendor: 410	WSB AND ASSOCIATES, INC.			Check Sequence: 48	ACH Enabled: True
0-002925-370-38	Minnetonka Country Club 2nd Ad	897.00	07/12/2021	450-00-4302-0016	
R-014590-000-23	Woodside Rd Street Reclamation	5,641.75	07/12/2021	408-00-4303-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Check Total:		6,538.75			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 49	ACH Enabled: True
737101140	24253 Smithtown Rd	2,043.97	07/12/2021	601-00-4395-0000	24253 Smithtown Rd
737114747	5735 Country Club Rd	658.71	07/12/2021	201-00-4380-0000	5735 Country Club Rd
737173456	5755 Country Club Rd	69.66	07/12/2021	101-19-4380-0000	5755 Country Club Rd
737442424	5700 County Rd 19	157.09	07/12/2021	101-32-4399-0000	5700 County Rd 19
737442424	5700 County Rd 19 - Unit Light	61.81	07/12/2021	101-32-4399-0000	5700 County Rd 19 - Unit Light
73752822	28125 Boulder Bridge Drive	2,563.00	07/12/2021	601-00-4396-0000	28125 Boulder Bridge Drive
737542260	4931 Shady Island Road	44.86	07/12/2021	611-00-4380-0000	4931 Shady Island Road
Check Total:		5,599.10			
Total for Check Run:		220,579.71			
Total of Number of Checks:		49			



2C

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: Accepting 2021 Residential Recycling Grant

Meeting Date: Monday, July 12, 2021

Prepared by: Julie Moore, Communications and Recycling Coordinator

Attachments: Resolution

Background: On July 1, 2021, the city received the 2021 Residential Recycling Grant in the amount of \$14,172.99. The purpose of the county's residential recycling grant is to provide funding to increase recycling and help reach the recycling goals established by the Minnesota Pollution Control Agency.

The SCORE funds provided by Hennepin County and distributed 100% to municipalities in the city are provided to the city at a 50% allocation for the 2021 year. The city council approved accepting the amendment for 2021 at the November 9, 2020, regular city council meeting. Funding for 2022 will focus on organics and food waste to help achieve county and state waste diversion goals.

Financial or Budget Considerations: Favorable to the recycling budget in the amount of \$14,172.99 for the purposes described above.

Recommendation/Action Requested:

Motion: Staff respectfully requests the city council accept Resolution 21- accepting the 2021 Residential Recycling Grant issued by Hennepin County in the amount of \$14,172.99.

Motion, Second, and Simple Majority required.

Connection to Vision /Mission: Consistency in providing the community with quality public services, a healthy environment, 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.*

RESOLUTION 21-075
RESOLUTION ACCEPTING 2021 HENNEPIN COUNTY
RESIDENTIAL RECYCLING GRANT

WHEREAS, the City of Shorewood supports the application and the purpose of the county's residential recycling grant to provide funding to cities to increase recycling and help reach the 2030 recycling goal established by the Minnesota Pollution Control Agency; and

WHEREAS, the City of Shorewood is committed to the recycling grant requirements which include the following:

1. Collect a basic list of recyclable materials as specified by the county
2. Use county terminology and images when describing recycling guidelines
3. Provide recycling information on the city's website (collection schedule, yes/no list, etc.)
4. Provide a recycling guide to residents each year
5. Support the county's outreach efforts by completing two educational activities; and

WHEREAS, the City of Shorewood understands the 2021 funding policy which allocates 50 percent to recycling.

NOW, THEREFORE, BE IT RESOLVED that the City Council of Shorewood, Minnesota hereby accepts the 2021 Residential Recycling Grant in the amount of \$14,172.99 issued by the Hennepin County Environment & Energy Department.

Passed and Adopted by the City Council on this 12th day of July 2021.

CITY OF SHOREWOOD

By: Jennifer Labadie
Mayor

ATTEST: _____
By: Sandie Thone
City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Establishing Moratorium for Dog Breeders

Meeting Date: July 12, 2021

Prepared By: Greg Lerud, City Administrator

Reviewed By: Tim Keane, City Attorney; Marie Darling Director of Planning

2D

MEETING
TYPE
REGULAR

Attachments: Ordinance No. 579

Background: The City recently received an inquiry from an individual asking about the requirements to establish a dog breeding operation. The city code provides that the only requirement needed to establish a dog breeder operation, is approval by the City Council. There is no mention of specific zoning districts, limitations and standards for the operation, no requirement for a Conditional Use Permit, and no guidance for the council to make a determination.

Recommended Action: Staff recommends that the City Council approve an interim ordinance establishing a 120-day moratorium for receiving or considering dog breeder applications. Passing the Ordinance by simple majority is all that is required.

Next Steps and Timeline: Once the moratorium is in place, staff will study the issue and provide feedback and recommendations to the Planning Commission and City Council within the moratorium period, with the goal to have a permanent ordinance approved by the City by the conclusion of the 120-day period.

Ordinance No. 579

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

**AN INTERIM ORDINANCE PROHIBITING ACCEPTANCE
OR CONSIDERATION OF APPLICATIONS FOR
DOG BREEDING KENNELS AND OPERATIONS**

WHEREAS, many cities have adopted interim ordinances or regulations on aspects of zoning regulations to study their impacts and determine whether regulations are appropriate in order to protect the public health, safety and welfare of their citizens; and

WHEREAS, the Planning Commission has been requested to undertake a study to evaluate and recommend changes to the zoning ordinance that would regulate dog breeding kennels and operations within Shorewood city limits,

NOW, THEREFORE, pursuant to Minnesota Statutes, Section 462.355 subdivision 4, the City Council of Shorewood does ordain:

SECTION 1. No applications related to the use, development, or any other planning applications for dog breeding kennels or similar operations in all zoning districts shall be accepted or considered for four (4) months from the effective date of this ordinance or until ordinances further amending such uses become effective, whichever occurs first. This section may be extended as provided in Minnesota Statutes, Section 462.355 subdivision 4.

SECTION 2. City staff is directed to conduct a study to determine how the zoning ordinances need to be amended regarding these types of uses to better protect the citizens of Shorewood.

SECTION 3. EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publications according to law.

Passed this ____ day of _____, 2021.

Jennifer Labadie, Mayor

ATTEST

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

#7A

MEETING TYPE
Regular Meeting

Title / Subject: Walnut Grove Villas PUD Final Plat
Applicant: Stoddard Companies (Senior Housing Ventures, Inc.)
Location: Vacant parcel north of Highway 7 between Eureka Road and Seamans Drive

Meeting Date: July 12, 2021 (*Continued from June 28, 2021*)
Prepared by: Marie Darling, Planning Director

Review Deadline: July 13, 2021
Attachments: Applicant's Narratives
Engineer's Memo
Development Agreement
Resolution approving a Final Plat

Background: Stoddard Companies has submitted their request for final plat for Walnut Grove Villas, previously called The Villas at Shorewood Village.

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 agreement has been provided for Council review with the terms of the 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 exceptions:

Subdivision Name: The applicant has revised the name of the subdivision to Walnut Grove Villas, where it was previously known as The Villas of Shorewood Village.

Berms: The berms proposed along the south end of the plat along Highway 7 were removed so that mature vegetation could be retained along the highway and enhanced with the proposed trees.

Model Home: The applicant has proposed to construct a model home prior to completion of the new public street (Park Lane) and public utilities. Staff included an allowance for the model home construction if the parking area for the contractors is constructed first, the lot grades are certified, and the property monuments are installed for that lot.

Air Conditioners: The applicant has proposed to allow some air conditions (on cantilevered platforms) to encroach into drainage and utility easements. Staff finds this acceptable and included a statement in the development agreement that allows the encroachment as long as the platform is a minimum of 10 feet from any utility main in the easement and hold the city harmless for damage when crews are working in the easements. This language is reflected in the development agreement.

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.*

The draft HOA documents are available to review on the City's website with the June 28th meeting agenda and listed under "more" documents.

The information on the voluntary donations is located in the applicant's narrative and repeated in the development agreement. The applicant is proposing two donations totaling \$161,000 to 1) help create affordable housing – which may include buying down the cost of dwellings in another development to create an affordable home and 2) for a public improvement project of the Council's choosing in the area. Staff and the applicant have discussed various timings for the submission of the donations and the applicant has proposed to submit a lump sum payment when the certificate of occupancy is issued for the first home, subject to City Council approval and formal acceptance. Staff finds this to be an acceptable timeframe.

Staff included an extension of the plat approval to six months from the code required 30 days. Such an extension is permitted on request and approval by the City Council. Staff finds that 30-day deadline to record the final plat is not reasonable for any subdivision when trying to work with multiple jurisdictions.

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 (\$154,514) exceed the fees to be collected (\$140,000). As a result, the developer is not required to pay a water connection fee. Other fees are listed in the Development Contract.

Recommendation / Action Requested: Staff recommends approval of the request for a final plat for Walnut Grove Villas for Stoddard Companies on property located north of Highway 7 between Eureka Road and Seamans Drive, subject to the findings and conditions in the attached resolution and the execution of the Development Agreement.

Action on this request requires a simple majority.

Next Steps and Timelines: Should the City Council approve this request; the applicant would need to submit revised plans and complete the obligations outlined in the development agreement prior to beginning work on the site.

the southern border. We will simply remove the deadfall and noxious weeds/shrubs in the immediate area and install additional landscape trees as additional support to the currently existing natural landscape, which in our minds will be a “better buffer to Hwy 7 to the south.” No change has been made to the overall tree quantity we previously proposed in our Landscape Plan as submitted to City and forwarded to Staff under separate cover; and

6. Developer Donation/Contribution to City details:

- a. We propose a Voluntary Developer PUD Donation of \$105,000.00 for either Road Improvements to Seamans Dr., Eureka Rd., City Trail enhancements, Freeman Park 2023 Trail Project, or general fund as determined by Council; and
- b. We also propose another Voluntary Developer PUD Donation of \$56,000.00 for a City of Shorewood Affordable Housing Fund-which benefits to be determined by City Council.

Timing of Developer Payment to City:

1. The Developer to pay both the entire Road Improvement & Affordable Housing Fund Donations when the first Villa’s certificate of occupancy (CO) is signed off by City.

The Above Donations are Subject to the Following:

1. City Council & Administrative Approval for PUD Final Plan & Final Plat by no later than June 30, 2021; and
2. City to grant one early building permit for Lot 1, Block 2, (Lot that will abut Eureka Road for a Model Home/Sales Office). Permit to be released upon recording of Plat, grading certificate, lot monuments and parking/staging area constructed and prior to completion of site infrastructure work (utilities and streets). The adjacency of an existing fire hydrant at Eureka and Park Lane will provide fire protection during build. No certificate of occupancy to be requested until road & utility installation has been installed and home is connected to utility services. City understands Builder is desirous of having a marketing model available for prospective residents to view as soon as possible for a successful project.

Application Supplement Plans and Exhibits have been provided to City Staff under separate cover:

Shorewood PUD Final Plan/Final Plat Supplement for Walnut Grove Villas

PUD Final Plan/Final Plat Application Supplement:

Since our Final Plan/Final Plat Application of March 23, 2021 at the advice of City Staff and Engineering we have added additional details and information to our proposed clustered development of (14) single family one-story Villa homes on this 7.1 acre parcel including:

1. Submitted numerous details and legal descriptions for easement areas, HOA documents, etc.;
2. Submitted numerous additional Agency wetland determinations letters;
3. Increased the Eureka Road ROW to 60 ft. wide from 50 ft. which resulted in altering each Plan page and area calculation;
4. Submitted Fire Marshall approval letter of fire hydrant locations;
5. Submitted amendments to landscape and grading plan revisions; and
6. Finalized our Developer PUD Donation/Contribution to City details.

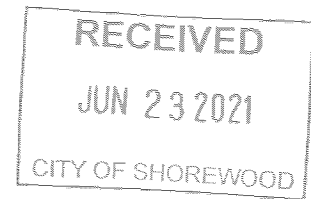
Background of Above Supplemental Details:

1. Complete Plan packages and proposed easements and HOA details have been forwarded to City Staff under separate cover. Of Note is that our 25 ft. rear lot setbacks should have the Outlot depth included as the rear setbacks of our Villas exceed 25 ft. to the perimeter of our property, not individual lot setbacks;
2. A Notice of Decision letter from the MCWD approving our proposed wetland replacement plan and wetland bank credits was received in addition to a Letter from the US Army Corps of Engineers of "Non-Action by Corps Needed" by their Agency for wetlands in this area has been received and submitted to City Staff under separate cover;
3. Complete revised Plan sets, stormwater calculations and area calculations, etc., have been submitted to City Staff under separate cover;
4. A letter from the Fire Marshall approving our fire hydrant locations and early start model home has been submitted to City Staff under separate cover;
5. Per our recent plan alterations, we have elected to retain as much of the existing natural conditions & vegetation around wetland area #2 and eliminate earlier grading impacts of berming structures we previously proposed along

WALNUT GROVE VILLAS
IMPERVIOUS SURFACE CALCULATIONS

March 22, 2021

Rev. May 21, 2021



Total impervious surface on lots (not incl. right-of-way) is as follows:

House & patios = 49,400 SF = 1.134 AC.

Sidewalks on Lot 6, Bl. 1 = 170 SF

Driveways = 10,840 SF = 0.249 AC.

Total = 60,410 SF

Area in lots = 114,323 SF

Area in lots & Outlots A & B = 264,151 SF

HC % in lots = $60,410 \div 114,323 = 52.84\%$

HC % in lots & Outlots = $60,410 + 234 \text{ sidewalk in OLA} = 60,644 \div 264,151 = 22.96\%$

HC % in homeowners association Outlots A & B = $234 \div 149,828 = 0.16\%$

HARDCOVER BREAKDOWN BY LOTS

<u>LOT</u>	<u>PROP HOUSE, PATIO (SF)</u>	<u>PROP DRIVE (SF)</u>	<u>TOTAL (SF)</u>	<u>LOT AREA (SF)</u>	<u>HC %</u>
L1, B1	3,400	780	4,180	8,515	49.09
L2, B1	3,700	750	4,450	8,340	53.36
L3, B1	3,400	750	4,150	7,512	55.24
L4, B1	3,400	800	4,200	7,156	58.69
L5, B1	3,400	860	4,260	7,363	57.86

L6, B1	3,700 + 170 sidewalk	790	4,660	8,389	55.55
L1, B2	3,700	720	4,420	7,615	58.04
L2, B2	3,700	780	4,480	7,668	58.42
L3, B2	3,700	840	4,540	8,189	55.44
L4, B2	3,700	790	4,490	8,603	52.19
L5, B2	3,400	700	4,100	8,724	47.00
L6, B2	3,400	720	4,120	8,751	47.08
L7, B2	3,400	850	4,250	9,618	44.19
L8, B2	<u>3,400</u>	<u>710</u>	<u>4,110</u>	<u>7,880</u>	<u>52.16</u>
	49,400	10,840	60,410	114,323	52.84

SHORELAND OVERLAY DISTRICT

Area of both rectangular parcel and triangular parcel = 77,824 SF

Proposed impervious area (on part of Lot 8, Block 2) = 3690 house + 386 drive = 4076 SF ÷ 77,824 = 5.24%

GRONBERG & ASSOCIATES, INC.
445 N. WILLOW DR.
LONG LAKE, MN 55356

WALNUT GROVE VILLAS

KNOW ALL PERSONS BY THESE PRESENTS: That Senior Housing Ventures, Inc., a Minnesota corporation, fee owner of the following described property situated in the County of Hennepin, State of Minnesota, to wit:

Lot 26, Meeker's Outlots to Excelsior, except the North 2 acres thereof and except the following described part thereof; Commencing at the intersection of North line of Highway 7 with the West line of Lot 26; thence east along said highway distant 210 feet; thence North parallel with West line of Lot 26 distant 210 feet; thence West parallel with said highway line 210 feet; thence South to beginning, and except part taken for highways, Hennepin County, Minnesota.

Has caused the same to be surveyed and platted as WALNUT GROVE VILLAS, and does hereby dedicate to the public for public use the public ways and drainage and utility easements as created by this plat.

In witness whereof said Senior Housing Ventures, Inc., a Minnesota corporation, has caused these presents to be signed by its proper officers this _____ day of _____, 20____.

Senior Housing Ventures, Inc.

By _____, its _____

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____, by _____, its _____ of Senior Housing Ventures, Inc., a Minnesota corporation, on behalf of the corporation.

Signature _____ Notary's printed name _____
Notary Public, _____ County _____
My commission expires _____

I Mark S. Gronberg do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Mark S. Gronberg Licensed Land Surveyor
Minnesota License Number 12755

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____, 20____ by Mark S. Gronberg.

Signature _____ Notary's printed name _____
Notary Public, _____ County _____
My commission expires _____

CITY COUNCIL, CITY OF EXCELSIOR, MINNESOTA

This plat of WALNUT GROVE VILLAS was approved and accepted by the City Council of the City of Excelsior, Minnesota, at a regular meeting thereof held this _____ day of _____, 20____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Excelsior, Minnesota

_____, Mayor _____, 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

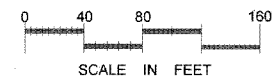
SURVEY DIVISION, Hennepin County, Minnesota
Pursuant to MN. STAT. Sec. 383B.565, (1969), this plat has been approved this _____ day of _____, 20____.

Chris F. Mavis, County Surveyor By _____

COUNTY RECORDER, Hennepin County, Minnesota
I hereby certify that the within plat of WALNUT GROVE VILLAS was recorded in this office this _____ day of _____, 20____, at _____ o'clock _____ m.

Martin McCormick, County Recorder By _____ Deputy

C.R.DOC.NO



Drainage and utility easements shown thus:

Being 10 feet in width and adjoining lot lines, and being 10 feet in width and adjoining right of way lines as shown on the plat unless otherwise indicated.



ENGINEERS, LAND SURVEYORS, PLANNERS

WALNUT GROVE VILLAS
EXISTING CONDITIONS
STODDARD COMPANIES
IN LOT 26, MEEKERS OUTLOTS TO EXCELSIOR
HENNEPIN COUNTY, MINNESOTA

TREE NUMBER	SIZE	TYPE	TREE NUMBER	SIZE	TYPE	TREE NUMBER	SIZE	TYPE
1	10	ASH	46	11	BLACK WALNUT	80	8	BLACK WALNUT
2	10	BLACK WALNUT	47	4	ELM	81	8	BLACK WALNUT
3	17	BLACK WALNUT	48	6	ASH	82	10	BLACK WALNUT
4	9	MAPLE	49	6	ELM	83	8	BLACK WALNUT
5	9	ELM	50	6	ELM	84	8	BLACK WALNUT
6	9	ELM	51	6	ASH	85	8	BLACK WALNUT
7	9	ASH	52	6	ASH	86	8	BLACK WALNUT
8	9	BALDWIN	53	6	ASH	87	8	BLACK WALNUT
9	9	ASH	54	6	ASH	88	8	BLACK WALNUT
10	9	ASH	55	12	ASH	89	8	BLACK WALNUT
11	11	ASH	56	5	ASH	90	8	BLACK WALNUT
12	11	BLACK WALNUT	57	11	ASH	91	8	BLACK WALNUT
13	11	ASH	58	12	ASH	92	8	BLACK WALNUT
14	9	ELM	59	11	ASH	93	8	BLACK WALNUT
15	9	ASH	60	12	ASH	94	8	BLACK WALNUT
16	9	MAPLE	61	14	ASH	95	8	BLACK WALNUT
17	10	ASH	62	11	ASH	96	8	BLACK WALNUT
18	9	MAPLE	63	3	BLACK WALNUT	97	8	BLACK WALNUT
19	16	BLACK WALNUT	64	3	ELM	98	8	BLACK WALNUT
20	17	MAPLE	65	10	BLACK WALNUT	99	8	BLACK WALNUT
21	22	ASH	66	6	ASH	100	8	BLACK WALNUT
22	9	MAPLE	67	6	ELM	101	8	BLACK WALNUT
23	14	MAPLE	68	6	ELM	102	8	BLACK WALNUT
24	14	MAPLE	69	6	ELM	103	8	BLACK WALNUT
25	19	BLACK WALNUT	70	10	ELM	104	8	BLACK WALNUT
26	17	BLACK WALNUT	71	5	ELM	105	8	BLACK WALNUT
27	12	BLACK WALNUT	72	6	ELM	106	8	BLACK WALNUT
28	17	MAPLE	73	6	ELM	107	8	BLACK WALNUT
29	11	MAPLE	74	10	ASH	108	8	BLACK WALNUT
30	11	BLACK WALNUT	75	11	BLACK WALNUT	109	8	BLACK WALNUT
31	10	BLACK WALNUT	76	11	BLACK WALNUT	110	8	BLACK WALNUT
32	10	BLACK WALNUT	77	11	ASH	111	8	BLACK WALNUT
33	8	ASH	78	11	ASH	112	8	BLACK WALNUT
34	14	MAPLE	79	11	ASH	113	8	BLACK WALNUT
35	11	ASH	80	11	ASH	114	8	BLACK WALNUT
36	14	MAPLE	81	11	BLACK WALNUT	115	8	BLACK WALNUT
37	8	ELM	82	10	BLACK WALNUT	116	8	BLACK WALNUT
38	14	MAPLE	83	12	ELM	117	8	BLACK WALNUT
39	8	ELM	84	12	ELM	118	8	BLACK WALNUT
40	8	ELM	85	10	ELM	119	8	BLACK WALNUT
41	8	BLACK WALNUT	86	10	ELM	120	8	BLACK WALNUT
42	8	BLACK WALNUT	87	10	ELM	121	8	BLACK WALNUT
43	8	BLACK WALNUT	88	10	ELM	122	8	BLACK WALNUT
44	8	BLACK WALNUT	89	10	ELM	123	8	BLACK WALNUT
45	8	BLACK WALNUT	90	10	ELM	124	8	BLACK WALNUT
46	8	BLACK WALNUT	91	10	ELM	125	8	BLACK WALNUT
47	8	BLACK WALNUT	92	10	ELM	126	8	BLACK WALNUT
48	8	BLACK WALNUT	93	10	ELM	127	8	BLACK WALNUT
49	8	BLACK WALNUT	94	10	ELM	128	8	BLACK WALNUT
50	8	BLACK WALNUT	95	10	ELM	129	8	BLACK WALNUT
51	8	BLACK WALNUT	96	10	ELM	130	8	BLACK WALNUT
52	8	BLACK WALNUT	97	10	ELM	131	8	BLACK WALNUT
53	8	BLACK WALNUT	98	10	ELM	132	8	BLACK WALNUT
54	8	BLACK WALNUT	99	10	ELM	133	8	BLACK WALNUT
55	8	BLACK WALNUT	100	10	ELM	134	8	BLACK WALNUT
56	8	BLACK WALNUT	101	10	ELM	135	8	BLACK WALNUT
57	8	BLACK WALNUT	102	10	ELM	136	8	BLACK WALNUT
58	8	BLACK WALNUT	103	10	ELM	137	8	BLACK WALNUT
59	8	BLACK WALNUT	104	10	ELM	138	8	BLACK WALNUT
60	8	BLACK WALNUT	105	10	ELM	139	8	BLACK WALNUT
61	8	BLACK WALNUT	106	10	ELM	140	8	BLACK WALNUT
62	8	BLACK WALNUT	107	10	ELM	141	8	BLACK WALNUT
63	8	BLACK WALNUT	108	10	ELM	142	8	BLACK WALNUT
64	8	BLACK WALNUT	109	10	ELM	143	8	BLACK WALNUT
65	8	BLACK WALNUT	110	10	ELM	144	8	BLACK WALNUT
66	8	BLACK WALNUT	111	10	ELM	145	8	BLACK WALNUT
67	8	BLACK WALNUT	112	10	ELM	146	8	BLACK WALNUT
68	8	BLACK WALNUT	113	10	ELM	147	8	BLACK WALNUT
69	8	BLACK WALNUT	114	10	ELM	148	8	BLACK WALNUT
70	8	BLACK WALNUT	115	10	ELM	149	8	BLACK WALNUT
71	8	BLACK WALNUT	116	10	ELM	150	8	BLACK WALNUT
72	8	BLACK WALNUT	117	10	ELM	151	8	BLACK WALNUT
73	8	BLACK WALNUT	118	10	ELM	152	8	BLACK WALNUT
74	8	BLACK WALNUT	119	10	ELM	153	8	BLACK WALNUT
75	8	BLACK WALNUT	120	10	ELM	154	8	BLACK WALNUT
76	8	BLACK WALNUT	121	10	ELM	155	8	BLACK WALNUT
77	8	BLACK WALNUT	122	10	ELM	156	8	BLACK WALNUT
78	8	BLACK WALNUT	123	10	ELM	157	8	BLACK WALNUT
79	8	BLACK WALNUT	124	10	ELM	158	8	BLACK WALNUT
80	8	BLACK WALNUT	125	10	ELM	159	8	BLACK WALNUT
81	8	BLACK WALNUT	126	10	ELM	160	8	BLACK WALNUT
82	8	BLACK WALNUT	127	10	ELM	161	8	BLACK WALNUT
83	8	BLACK WALNUT	128	10	ELM	162	8	BLACK WALNUT
84	8	BLACK WALNUT	129	10	ELM	163	8	BLACK WALNUT
85	8	BLACK WALNUT	130	10	ELM	164	8	BLACK WALNUT
86	8	BLACK WALNUT	131	10	ELM	165	8	BLACK WALNUT
87	8	BLACK WALNUT	132	10	ELM	166	8	BLACK WALNUT
88	8	BLACK WALNUT	133	10	ELM	167	8	BLACK WALNUT
89	8	BLACK WALNUT	134	10	ELM	168	8	BLACK WALNUT
90	8	BLACK WALNUT	135	10	ELM	169	8	BLACK WALNUT
91	8	BLACK WALNUT	136	10	ELM	170	8	BLACK WALNUT
92	8	BLACK WALNUT	137	10	ELM	171	8	BLACK WALNUT
93	8	BLACK WALNUT	138	10	ELM	172	8	BLACK WALNUT
94	8	BLACK WALNUT	139	10	ELM	173	8	BLACK WALNUT
95	8	BLACK WALNUT	140	10	ELM	174	8	BLACK WALNUT
96	8	BLACK WALNUT	141	10	ELM	175	8	BLACK WALNUT
97	8	BLACK WALNUT	142	10	ELM	176	8	BLACK WALNUT
98	8	BLACK WALNUT	143	10	ELM	177	8	BLACK WALNUT
99	8	BLACK WALNUT	144	10	ELM	178	8	BLACK WALNUT
100	8	BLACK WALNUT	145	10	ELM	179	8	BLACK WALNUT
101	8	BLACK WALNUT	146	10	ELM	180	8	BLACK WALNUT
102	8	BLACK WALNUT	147	10	ELM	181	8	BLACK WALNUT
103	8	BLACK WALNUT	148	10	ELM	182	8	BLACK WALNUT
104	8	BLACK WALNUT	149	10	ELM	183	8	BLACK WALNUT
105	8	BLACK WALNUT	150	10	ELM	184	8	BLACK WALNUT
106	8	BLACK WALNUT	151	10	ELM	185	8	BLACK WALNUT
107	8	BLACK WALNUT	152	10	ELM	186	8	BLACK WALNUT
108	8	BLACK WALNUT	153	10	ELM	187	8	BLACK WALNUT
109	8	BLACK WALNUT	154	10	ELM	188	8	BLACK WALNUT
110	8	BLACK WALNUT	155	10	ELM	189	8	BLACK WALNUT
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113	8	BLACK WALNUT	158	10	ELM	192	8	BLACK WALNUT
114	8	BLACK WALNUT	159	10	ELM	193	8	BLACK WALNUT
115	8	BLACK WALNUT	160	10	ELM	194	8	BLACK WALNUT
116	8	BLACK WALNUT	161	10	ELM	195	8	BLACK WALNUT
117	8	BLACK WALNUT	162	10	ELM	196	8	BLACK WALNUT
118	8	BLACK WALNUT	163	10	ELM	197	8	BLACK WALNUT
119	8	BLACK WALNUT	164	10	ELM	198	8	BLACK WALNUT
120	8	BLACK WALNUT	165	10	ELM	199	8	BLACK WALNUT
121	8	BLACK WALNUT	166	10	ELM	200	8	BLACK WALNUT
122	8	BLACK WALNUT	167	10	ELM	201	8	BLACK WALNUT
123	8	BLACK WALNUT	168	10	ELM	202	8	BLACK WALNUT
124	8	BLACK WALNUT	169	10	ELM	203	8	BLACK WALNUT
125	8	BLACK WALNUT	170	10	ELM	204	8	BLACK WALNUT
126	8	BLACK WALNUT	171	10	ELM	205	8	BLACK WALNUT
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130	8	BLACK WALNUT	175	10	ELM	209	8	BLACK WALNUT
131	8	BLACK WALNUT	176	10	ELM	210	8	BLACK WALNUT
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143	8	BLACK WALNUT	188	10	ELM	222	8	BLACK WALNUT
144	8	BLACK WALNUT	189	10	ELM	223	8	BLACK WALNUT
145	8	BLACK WALNUT	190	10	ELM	224	8	BLACK WALNUT
146	8	BLACK WALNUT	191	10	ELM	225	8	BLACK WALNUT
147	8	BLACK WALNUT	192	10	ELM	226	8	BLACK WALNUT
148	8	BLACK WALNUT	193	10	ELM	227	8	BLACK WALNUT
149	8	BLACK WALNUT	194	10	ELM	228	8	BLACK WALNUT
150	8	BLACK WALNUT	195	10	ELM	229	8	BLACK WALNUT
151	8	BLACK WALNUT	196	10	ELM	230	8	BLACK WALNUT
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156	8	BLACK WALNUT	201	10	ELM	235	8	BLACK WALNUT
157	8	BLACK WALNUT	202	10	ELM	236	8	BLACK WALNUT
158	8	BLACK WALNUT	203	10	ELM	237	8	BLACK WALNUT
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166	8	BLACK WALNUT	211	10	ELM	245	8	BLACK WALNUT
167	8	BLACK WALNUT	212	10	ELM	246	8	BLACK WALNUT
168	8	BLACK WALNUT	213	10	ELM	247	8	BLACK WALNUT
169	8	BLACK WALNUT	214	10	ELM	248	8	BLACK WALNUT
170	8	BLACK WALNUT	215	10	ELM	249	8	BLACK WALNUT
171								

WALNUT GROVE VILLAS
SANITARY SEWER AND WATERMAIN PLAN FOR
STODDARD COMPANIES
 IN LOT 26, MEEKERS OUTLOTS TO EXCELSIOR
 HENNEPIN COUNTY, MINNESOTA

S 88°14'42" E 630.80

OUTLOT A

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 6

BLOCK 7

BLOCK 8

BLOCK 9

BLOCK 10

BLOCK 11

BLOCK 12

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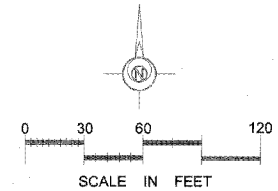
BLOCK 267

BLOCK 268

BLOCK 269

BLOCK 270

**WALNUT GROVE VILLAS
STORM SEWER PLAN AND PROFILE
STODDARD COMPANIES
IN LOT 26, MEEKERS OUTLOTS TO EXCELSIOR
HENNEPIN COUNTY, MINNESOTA**



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, AND PLANNERS
445 N. WILLOW DRIVE, LONG LAKE, MN 55366
PHONE: 952-473-4141 FAX: 952-473-4435

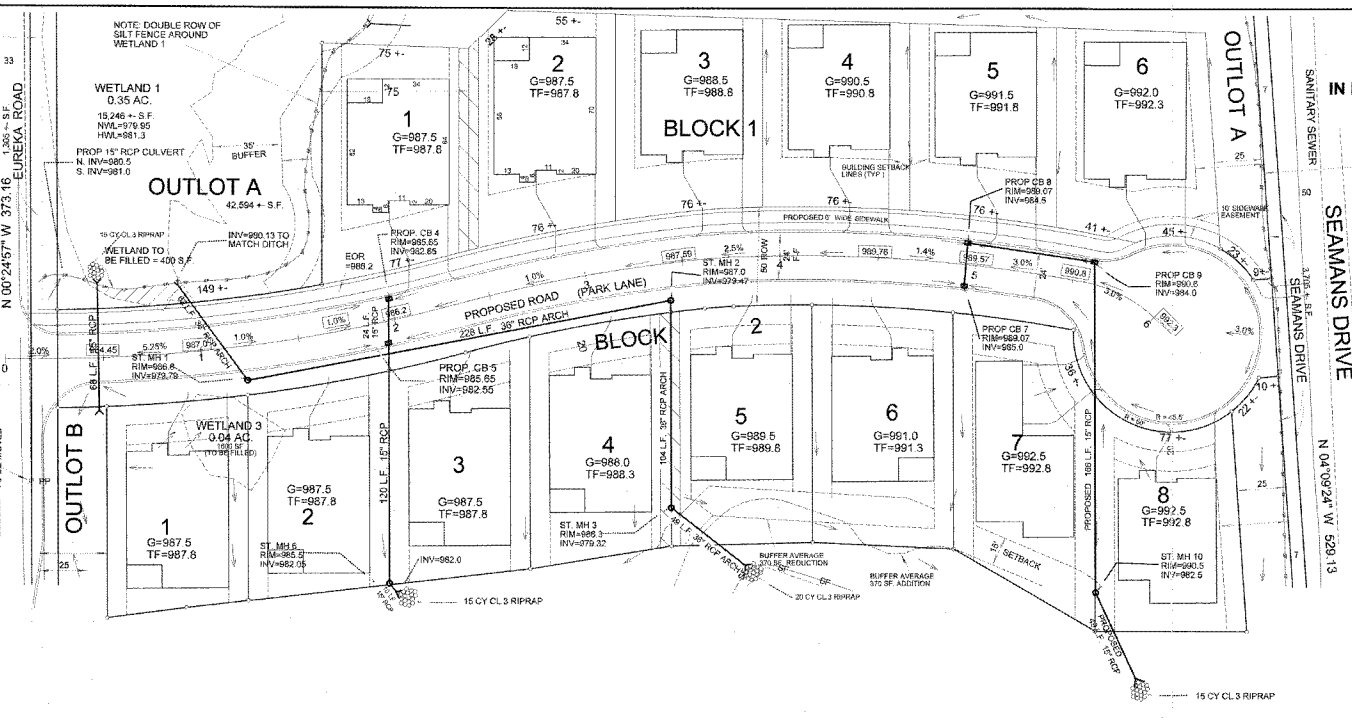


I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Minnesota.
DATE: 7-12-24 MINN. LICENSE NUMBER: 12345

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 in the State of Minnesota.
DATE: 7-12-24 MINN. LICENSE NUMBER: 12345

REVISIONS	REMARKS
DATE: 5-28-21	REVISIONS
	CHECKED

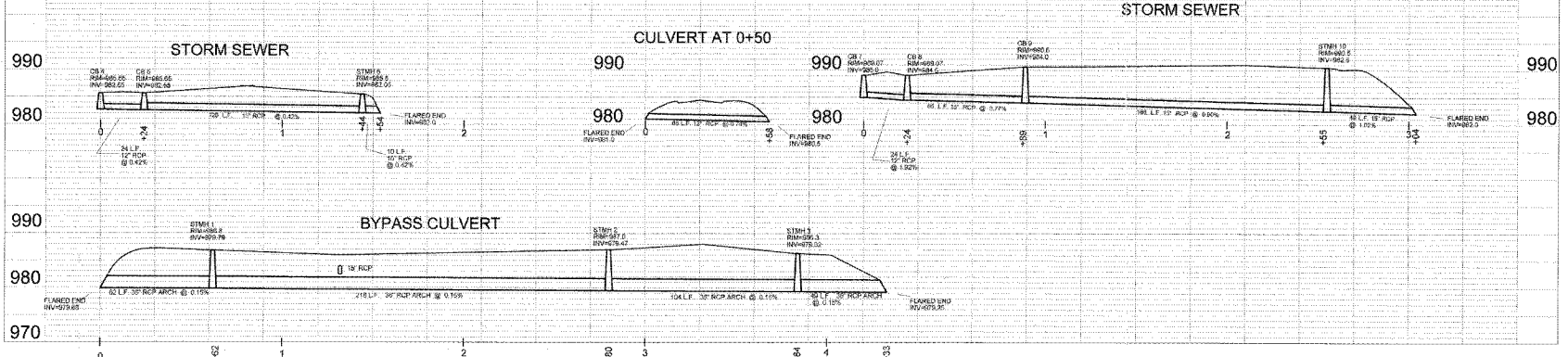
7



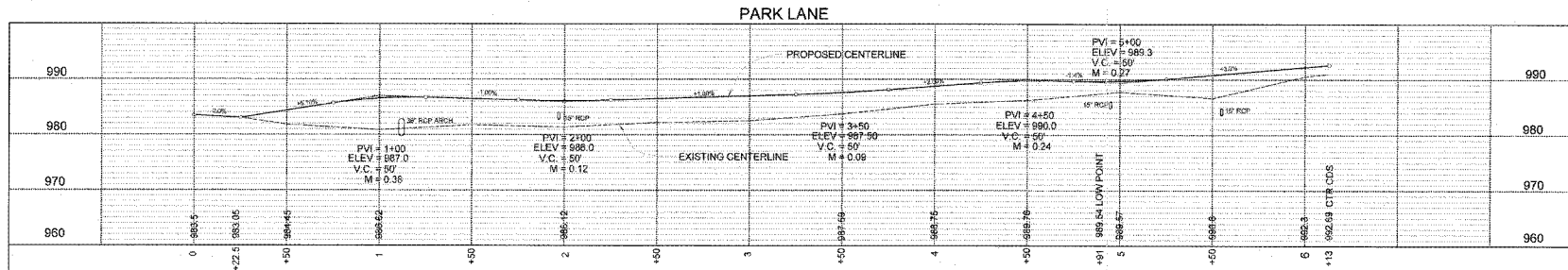
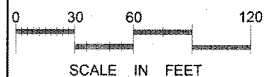
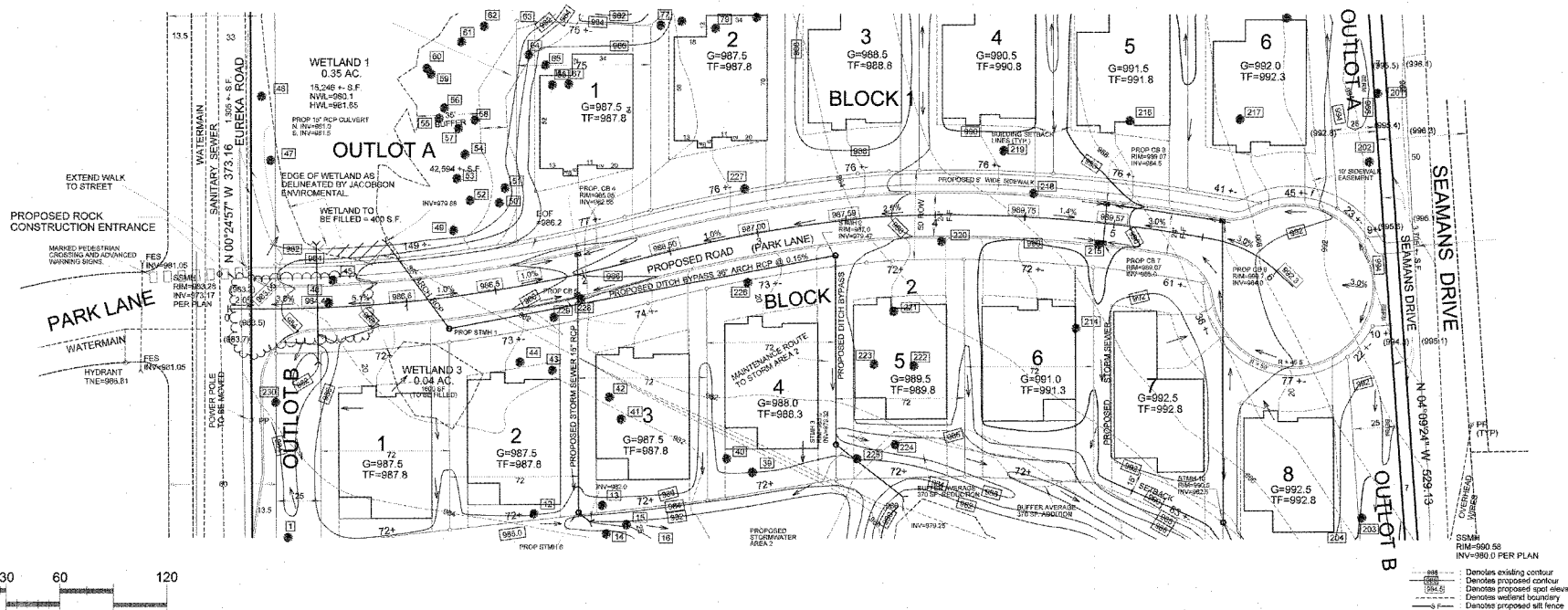
WALNUT GROVE VILLAS
STORM SEWER TABULATION

NO.	DESCRIPTION	LENGTH (FT)	DIAMETER (IN)	INVERT ELEVATION	MANHOLE	CONCRETE
STM-1	15" CY CL 3 R/R	7.00	15	987.8	1	YES
STM-2	15" CY CL 3 R/R	7.50	15	987.8	2	YES
STM-3	15" CY CL 3 R/R	6.50	15	987.8	3	YES
CB-4	24" L.P. 12" RCP	3.00	24	987.8	4	YES
CB-5	24" L.P. 12" RCP	3.00	24	987.8	5	YES
STM-6	15" CY CL 3 R/R	4.00	15	987.8	6	YES
CB-7	24" L.P. 12" RCP	3.00	24	987.8	7	YES
CB-8	24" L.P. 12" RCP	3.00	24	987.8	8	YES
STM-9	15" CY CL 3 R/R	6.00	15	987.8	9	YES
STM-10	15" CY CL 3 R/R	6.00	15	987.8	10	YES

PROPOSED STORM SEWER



IN LOT 26, MEEKERS OUTLOTS TO EXCELSIOR
HENNEPIN COUNTY, MINNESOTA



GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



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.

Edward J. Schuchman

DATE 5-20-81 MINN. LICENSE NUMBER 14221

DATE 3-22-21	PRINTED NAME E. J. Schuchman	PRINTED FIRM 20-068	PRINTED SHEET NO. 1 OF 1
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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 Land Surveyor under the laws of the State of Minnesota.

Heard & H. C. C. C.

DATE 5-20-24 MINN LICENSE NUMBER 12725

DATE	REVISED	REMARKS	DESIGNED
2-20-21			DRAWN
			CHECKED

WALNUT GROVE VILLAS

TREE INVENTORY AND PRESERVATION PLAN FOR

STODDARD COMPANIES

[illegible]

Shorewood Final Tree Replacement Plan

Tree Replacement Ratio: Maximum 8 per Acre per Policy (page 5, Section 10 b. (5)).
 Site Size: 7.1 Acres: $7.1 \text{ Acres} \times 8 \text{ Trees} = 56.8 \sim 57 \text{ Trees Required}$.
Proposed Replacement Plan: 162 Trees plus individual landscaping by Homeowners.

Tree Replacement Plan & New Trees to Consist of (1):

<u>Quantity</u>	<u>Size</u>	<u>Type</u>
37	3" Caliper	Deciduous Overstory Trees
36	6 ft. ht. & 10 ft. ht.	Coniferous Trees
19	6 ft. ht.	Deciduous Understory Trees
29	2 ft. - 3 ft. ht.	Deciduous Saplings
162 Total		

Tree Replacement Background:

Type	Quantity Trees Removed (2)
Ash	33
Black Walnut	13
Elm	14
Hackberry	2
Oak	3
Maple	3
Cedar	4
Aspen	1
	73 (Note 2)

Note (1) Refer to Landscape Plan L-1 for specific quantity of plants and species proposed.

Note (2) Tree Quantity includes 4 Trees over 12" diameter.

NOTES

CONTACT THE CITY PLANNING DEPARTMENT AT (952) 474-3236 TO ARRANGE A PRECONSTRUCTION CONFERENCE WITH THE CITY ZONING ADMINISTRATOR PRIOR TO ANY LAND DISTURBANCE.

ALL TREE PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO BUILDING CONSTRUCTION.

CONTACT THE CITY OF SHOREWOOD PLANNING DEPARTMENT AT (952) 474-3236
FOR A SITE INSPECTION UPON COMPLETION OF LANDSCAPE INSTALLATION.

All proposed buildings are to be slab on grade

There are no slopes over 18% on this property

Topography on this site is taken from field shots in October, 2020

Wetland and tree information were provided by Jacobson Environmental, PLLC.

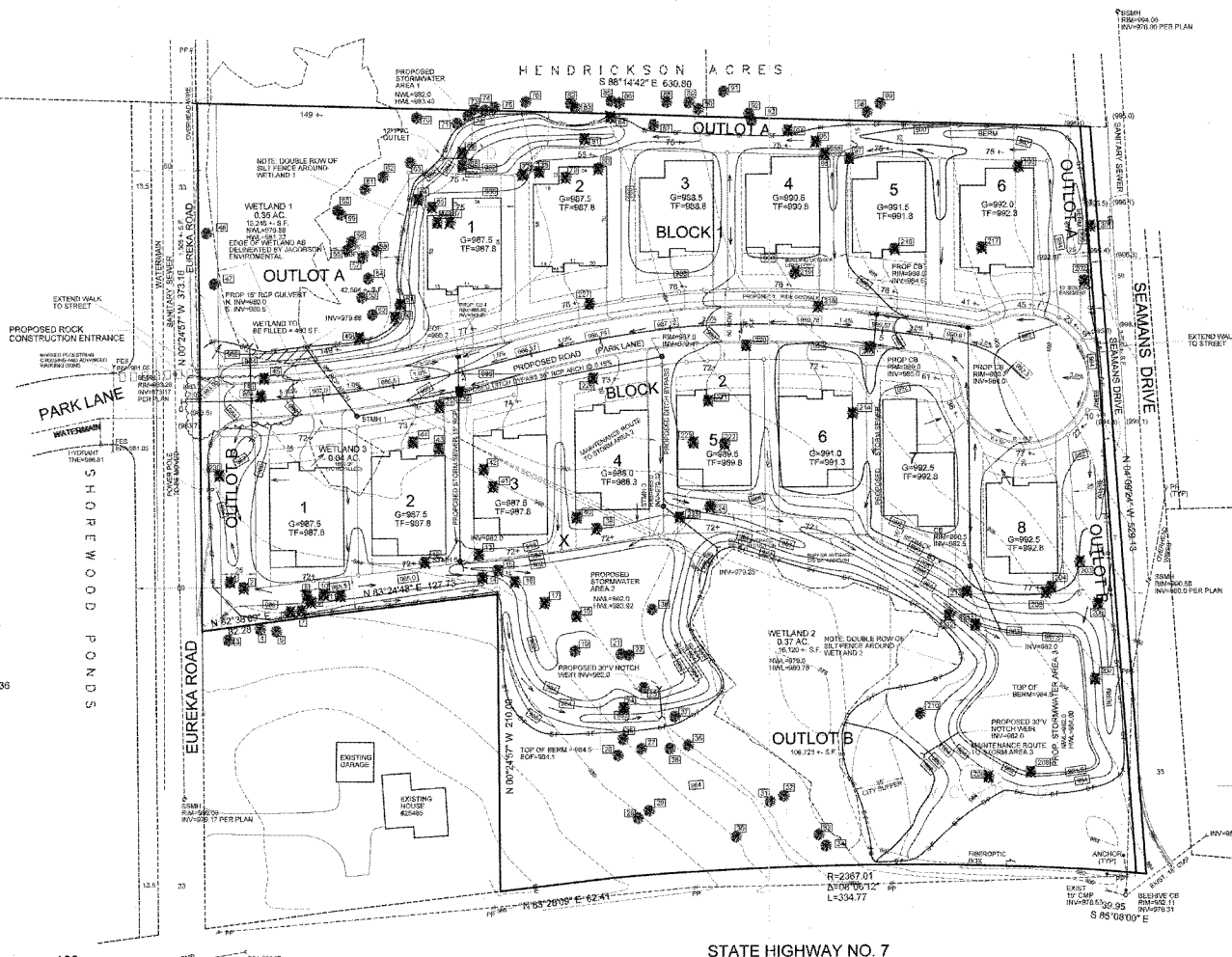
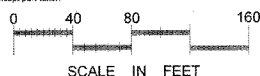
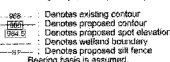
There are no significant rock outcroppings on site

Address of property is unassigned.

Utility locations are approximate

LEGAL DESCRIPTION (From Custom home Builders Title, LLC File No. HB-39438, Supplemental 1):

Lot 26, Meeker's Gulches to Excelsior, except the North 2 acres thereof and except the following described part thereof; Commencing at the intersection of North line of highway Number 7 with the West line of Lot 26; thence East along said highway distant 210 feet; thence North parallel with West line of Lot 26 distant 210 feet; thence West parallel with said highway line 210 feet; thence South to beginning, and except part taken for highways, Hennepin County, Minnesota.



STATE HIGHWAY NO. 7

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



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.

Mark A. Stroh
 5-2-82

DESIGNED	I hereby certify that the plans were prepared by me and that I am a duly Licensed Professional Engineer under the laws of the State of California. <i>Blair</i>
DRAWN	
CHECKED	

REVISIONS	DATE	REMARKS
	-11-21	REVISED LAYOUT AND GRADES
	-10-21	REVISED LAYOUT AND GRADES
	-1-16-21	REVISED TREES AND GRADES
	-22-21	REVISED GRADES

8

WALNUT GROVE VILLAS
GRADING AND EROSION CONTROL PLAN FOR
STODDARD COMPANIES
IN LOT 26, MEEKERS OUTLOTS TO EXCELSIOR
HENNEPIN COUNTY, MINNESOTA

NUMBER	SIZE	TYPE	TREE NUMBER	SIZE	TYPE	TREE NUMBER	SIZE	TYPE
1	10	ASH	47	8	BLACK WALNUT	90	8	BLACK WALNUT
2	10	BLACK WALNUT	47	8	ELM	91	8	BLACK WALNUT
3	10	BLACK WALNUT	47	8	BLACK WALNUT	92	8	BLACK WALNUT
4	8	MAPLE	48	8	ELM	93	8	BLACK WALNUT
5	8	MAPLE	49	8	ELM	94	8	BLACK WALNUT
6	8	MAPLE	50	8	ELM	95	8	BLACK WALNUT
7	8	ASH	52	13	ASH	98	8	OAK
8	8	DOGWOOD	52	13	ASH	99	8	OAK
9	8	DOGWOOD	54	6	BLACK WALNUT	100	8	BLACK WALNUT
10	8	DOGWOOD	54	6	BLACK WALNUT	101	8	BLACK WALNUT
11	8	DOGWOOD	54	6	BLACK WALNUT	102	8	BLACK WALNUT
12	11	BLACK WALNUT	57	11	ASH	103	8	ASH
13	11	BLACK WALNUT	57	11	ASH	104	8	ASH
14	9	ELM	59	11	ASH	105	8	ELM
15	9	ELM	59	11	ASH	106	8	ELM
16	9	ELM	59	11	ASH	107	8	ELM
17	10	ASH	62	12	BLACK WALNUT	108	11	ASH
18	10	BLACK WALNUT	64	8	BLACK WALNUT	109	11	ASH
19	10	BLACK WALNUT	64	8	BLACK WALNUT	110	8	ELM
20	10	BLACK WALNUT	64	8	BLACK WALNUT	111	8	ELM
21	8	ASH	65	8	ELM	112	8	ELM
22	8	MAPLE	65	8	ELM	113	8	ELM
23	8	MAPLE	65	8	ELM	114	8	ELM
24	8	BLACK WALNUT	66	16	ASH	115	12	ASH
25	8	BLACK WALNUT	66	16	ASH	116	12	ASH
26	12	BLACK WALNUT	71	9	ELM	117	8	ASH
27	12	BLACK WALNUT	71	9	ELM	118	8	ASH
28	12	BLACK WALNUT	71	9	ELM	119	8	ASH
29	10	BLACK WALNUT	72	10	ELM	120	8	CEDNAR
30	10	BLACK WALNUT	74	10	ELM	121	8	CEDNAR
31	10	BLACK WALNUT	76	9	ASH	122	7	CEDNAR
32	10	BLACK WALNUT	76	9	ASH	123	7	CEDNAR
33	14	ASH	77	8	ASH	124	10	ASH
34	14	ASH	77	8	ASH	125	10	ASH
35	14	ASH	77	8	ASH	126	10	ASH
36	8	MAPLE	81	9	BLACK WALNUT	127	9	BLACK WALNUT
37	8	MAPLE	81	9	BLACK WALNUT	128	9	BLACK WALNUT
38	8	ELM	85	10	BLACK WALNUT	129	9	ASH
39	8	ELM	85	10	BLACK WALNUT	130	9	ASH
40	8	BLACK WALNUT	86	10	BLACK WALNUT	131	9	BLACK WALNUT
41	8	BLACK WALNUT	86	10	BLACK WALNUT	132	9	BLACK WALNUT
42	8	BLACK WALNUT	86	10	BLACK WALNUT	133	9	BLACK WALNUT
43	8	BLACK WALNUT	86	10	BLACK WALNUT	134	9	BLACK WALNUT
44	8	BLACK WALNUT	86	10	BLACK WALNUT	135	9	BLACK WALNUT
45	8	BLACK WALNUT	86	10	BLACK WALNUT	136	9	BLACK WALNUT
46	8	BLACK WALNUT	86	10	BLACK WALNUT	137	9	BLACK WALNUT
47	8	BLACK WALNUT	86	10	BLACK WALNUT	138	9	BLACK WALNUT
48	8	BLACK WALNUT	86	10	BLACK WALNUT	139	9	BLACK WALNUT
49	8	BLACK WALNUT	86	10	BLACK WALNUT	140	9	BLACK WALNUT
50	8	BLACK WALNUT	86	10	BLACK WALNUT	141	9	BLACK WALNUT
51	8	BLACK WALNUT	86	10	BLACK WALNUT	142	9	BLACK WALNUT
52	8	BLACK WALNUT	86	10	BLACK WALNUT	143	9	BLACK WALNUT
53	8	BLACK WALNUT	86	10	BLACK WALNUT	144	9	BLACK WALNUT
54	8	BLACK WALNUT	86	10	BLACK WALNUT	145	9	BLACK WALNUT
55	8	BLACK WALNUT	86	10	BLACK WALNUT	146	9	BLACK WALNUT
56	8	BLACK WALNUT	86	10	BLACK WALNUT	147	9	BLACK WALNUT
57	8	BLACK WALNUT	86	10	BLACK WALNUT	148	9	BLACK WALNUT
58	8	BLACK WALNUT	86	10	BLACK WALNUT	149	9	BLACK WALNUT
59	8	BLACK WALNUT	86	10	BLACK WALNUT	150	9	BLACK WALNUT

NOTES:

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FOR A SITE INSPECTION UPON COMPLETION OF LANDSCAPE INSTALLATION.

All proposed buildings are to be slab on grade.

Topography on this site is taken from field shots in October, 2020.

Wetland and tree information were provided by Jacobson Environmental, PLLC.

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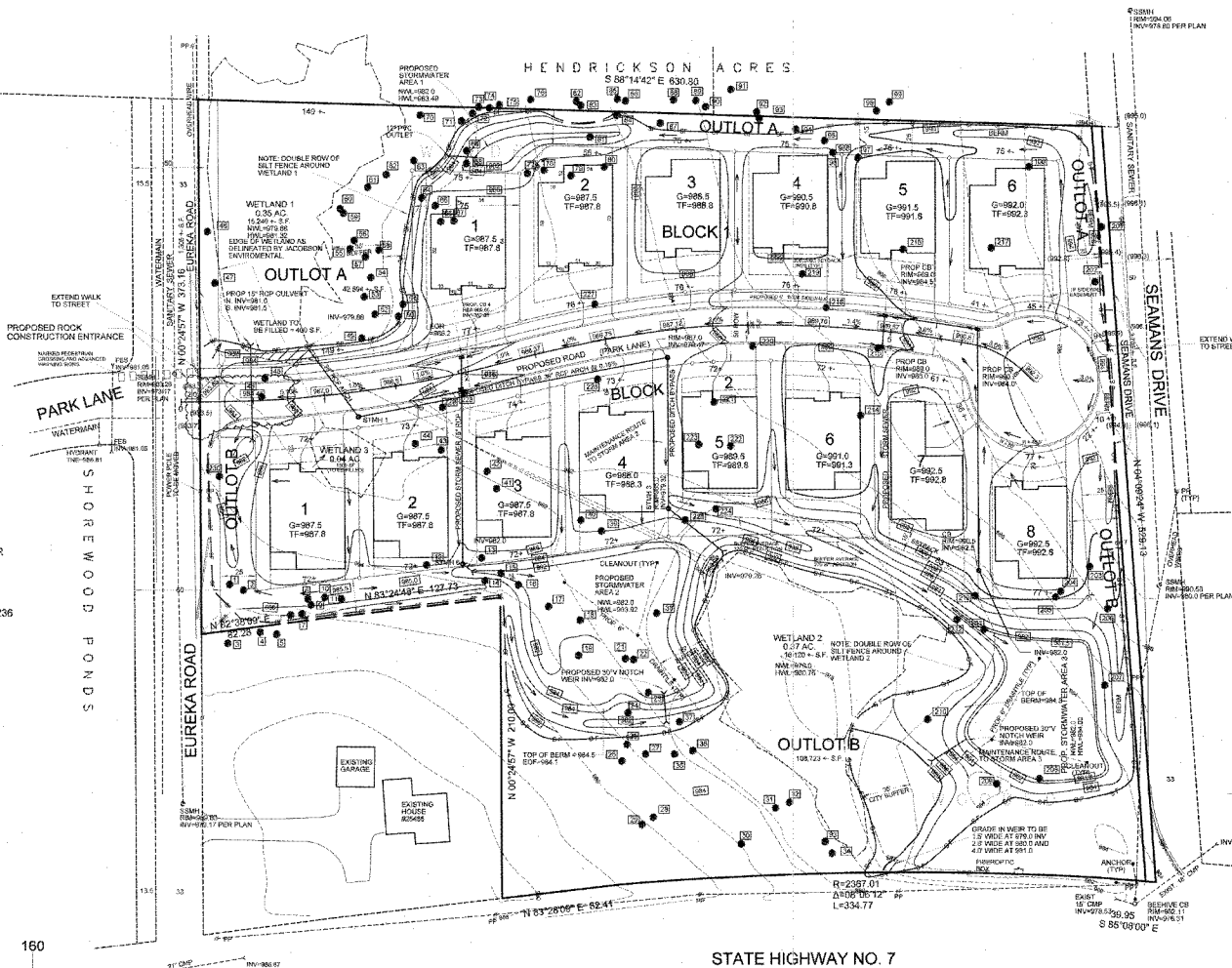
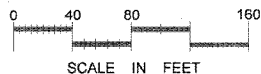
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-
- Denotes existing contour
 - Denotes proposed contour
 - Denotes proposed spot elevation
 - Denotes wetland boundary
 - Denotes proposed still fence
- Bearing bush is assumed.



STATE HIGHWAY NO. 7

SECOND ADDITION

REVISIONS

4

REVISIONS	
DATE	REMARKS
1-11-21	REVISED LAYOUT AND GRADES
2-10-21	REVISED LAYOUT AND GRADES
2-18-21	REVISED GRADES
3-22-21	REVISED GRADES

GRONBERG & ASSOCIATES, INC.
CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS
445 N. WILLOW DRIVE LONG LAKE, MN 55356
PHONE: 952-473-4141 FAX: 952-473-4435



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

DATE 11/11/20
SCALE 1"=40'
73 NO.
20-089
SHEET 1

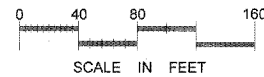
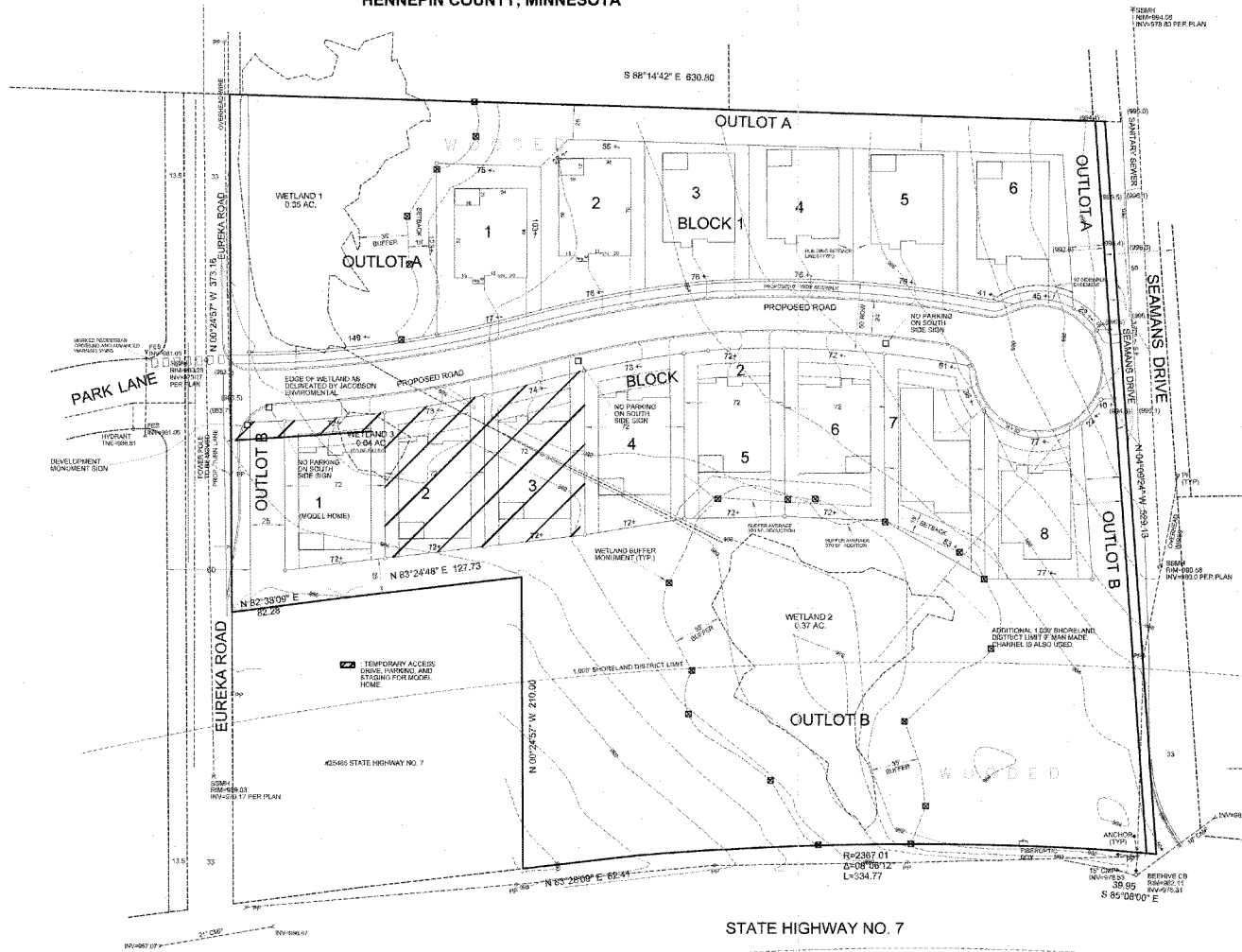
And. J. G. G. G.

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 Land Surveyor under the laws of the State of Minnesota.

DESIGNED _____
 DRAWN _____
 CHECKED _____

Mark L. Johnson

WALNUT GROVE VILLAS
SIGNAGE PLAN FOR
STODDARD COMPANIES
IN LOT 26, MEEKERS OUTLOTS TO EXCELSIOR
HENNEPIN COUNTY, MINNESOTA



GRONBERG & ASSOCIATES, INC. CIVIL ENGINEERS, LAND SURVEYORS, LAND PLANNERS 445 N. WILLOW DRIVE LONG LAKE, MN 55356 PHONE: 952-473-4141 FAX: 952-473-4435	
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 or land surveyor under the laws of the State of Minnesota. DATE: 5-26-21 SIGNATURE: <i>Paul J. Gronberg</i> MINN. LICENSE NUMBER: 12322	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 or land surveyor under the laws of the State of Minnesota. DATE: 5-26-21 SIGNATURE: <i>Paul J. Gronberg</i> MINN. LICENSE NUMBER: 12322
REVISIONS DATE: 1-11-21 REVISION: 1 REVISIONS	REVISIONS DATE: 1-11-21 REVISION: 1 REVISIONS

- LANDSCAPE CONTRACTOR SHALL VISIT SITE PRIOR TO SUBMITTING BID TO BECOME COMPLETELY FAMILIAR WITH ALL PROJECT REQUIREMENTS.
- NO PLANTING WILL BE INSTALLED UNTIL ALL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN IMMEDIATE AREA.
- IT IS THE RESPONSIBILITY OF THE OWNER & ARCHITECT TO PROVIDE ALL UTILITIES, GROUND CABLES, CONDUITS, WIRES, ETC., ON THE PROPERTY.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLETE PROTECTION OF ALL EXISTING PLANT MATERIAL (WATERING, SPRAYING, FERTILIZING, MOWING, ETC.) UNTIL THE WORK HAS BEEN ACCEPTED BY THE OWNER.
- IF THERE IS A DISCREPANCY BETWEEN THE NUMBER OF PLANTS SHOWN ON THE PLAN AND THE NUMBER OF PLANTS SHOWN IN THE LANDSCAPE DESIGNER'S MAINTENANCE SCHEDULE, THE PLAN WILL TAKE PRECEDENCE.
- ALL CONTAINER MATERIAL TO BE GROWN IN CONTAINER A MINIMUM OF 6 MONTHS.
- ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE NATIONAL FLORICULTURAL NURSERY STOCK ACT, AMERICAN ASSOCIATION OF NURSERYMEN.
- REPAIR ALL DAMAGE TO PROPERTY FROM ANY OPERATIONS AT NO COST TO THE OWNER.
- GUARANTEE NEW PLANT MATERIAL THROUGH ONE CALENDAR YEAR. DECIDUOUS TREES WILL BE GUARANTEED FOR TWO CALENDAR YEARS FROM DATE OF PROVISIONAL ACCEPTANCE.
- ALL PROPOSED PLANTS SHALL BE LOCATED CAREFULLY AS SHOWN ON THE PLANS AND SHALL BE GUARANTEED BY OWNERS REPRESENTATIVE BEFORE THEY ARE INSTALLED.
- CONTRACTOR CAN SUBSTITUTE MACHINE MOVED MATERIAL USING APPROPRIATE SIZE TREE SPACE FOR A NEW PLANT WHEN OWNERS REPRESENTATIVE APPROVAL.
- LANDSCAPE CONTRACTOR SHALL ENSURE THAT NEW TREES MOVING INTO THE SITE ARE DUG FROM SIMILAR SOILS WITH SIMILAR SOLIDS TO THE SOILS OF THIS PROJECT (HEAVY TO HEAVY, LIGHT TO LIGHT, HEAVY TO LIGHT SOILS).
- LANDSCAPE CONTRACTOR IS REQUIRED TO KEEP RECORD OF ALL PLANT MATERIAL INFORMATION DURING GARANTEE PERIOD RELATING TO WATERING, FEEDING, PRUNING, PEST CONTROL, AND ACCIDENTS. THIS RECORD MUST BE PREPARED AND DELIVERED TO OWNER AFTER INSPECTION APPROVAL HAS BEEN GIVEN BY OWNERS REPRESENTATIVE.
- BREATHABLE SYNTHETIC FABRIC TREE WRAP: VIVID IN COLOR, IN 3" WIDE ROLLS. MATERIAL MUST BE USED TO COVER ALL TRUNKS OF TREES WRAPPING. TREE WRAP SHALL BE SECURED TO TRUNK USING STRIPS OF FABRIC WHICH ARE SUITABLE FOR NURSERY USE AND WHICH IS EXPECTED TO DEGRADE IN SUNLIGHT IN LESS THAN 18 MONTHS AFTER INSTALLATION. CONTRACTOR EXCEPT HAZARDOUS TREE SHALL BE PROTECTED PRIOR TO 12/1.
- POLY DECKING UNLESS SPECIFIED OTHERWISE, SHALL BE BLACK VINYL STYLE ELEGANT.
- ALL PLANTING AREAS SPECIFIED SHALL RECEIVE 3" DEPTH 1" TO 1 1/2" SHREDDED HARDWOOD MULCH BE INSTALLED WITHOUT UNDERLAYER FABRIC AS INDICATED ON THE PLANS & DETAILS.
- ALL TREES PLANTED INDEPENDENTLY OF SPECIFIED BEDS SHALL RECEIVE 3" DEEP HARDWOOD MULCH OVER UNDERLAYER FABRIC.
- ALL PLANTINGS SHALL RECEIVE FERTILIZER AND APPLIED AT THE RATE INDICATED BY THE MANUFACTURER. FERTILIZER SHALL BE GENERAL PURPOSE 10-10-10.
- DECIDUOUS SHRUBS SHALL HAVE MINIMUM OF FIVE LEAFLETES SPECIFIED HEIGHT NOTED IN PLANT SCHEDULE.
- IF THE CONTRACTOR FEELS AN ERROR HAS BEEN MADE REGARDING SPACING OR HARMONICS OF A PARTICULAR SET OF PLANT MATERIAL, THE CONTRACTOR MAY REQUEST A RE-EVALUATION OF THE PLAN. NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF PLANT MATERIAL.
- IF NEWLY INSTALLED PLANT MATERIAL SHALL BE PROTECTED BY POLYETHYLENE OR OTHER CLEAR SHEETING. CONTRACTOR SHALL AVOID INSTALLING ANY PLANT MATERIAL IN DRABBLE SWALES OR NEXT A POORLY DRAINED AREA.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR THE REMOVAL OF ALL TREE STAKES, GUYS, STRAPS AND TRUNK PROTECTION MEASURES FOLLOWING THE COMPLETION OF THE PROJECT OR AS DIRECTED BY THE OWNER.
- THE PROTECTORS OF STAMPS SHOULD NOT ALLOW NAILS, SCREWS, WIRES, ETC., TO PENETRATE THE OUTER SURFACE OF THE TREES.
- THE CONTRACTOR SHALL MEET WITH THE OWNER ON THE DAY WHEN THEY FEEL THE PROJECT IS COMPLETE AND ACCORDING TO ALL CONTRACT DOCUMENTS. IF ALL WORK IS SATISFACTORY AND THE OWNER IS ACCORDING TO ALL CONTRACT DOCUMENTS, THEN THE OWNER MUST DETRACT THE PROJECT COMPLETE. THIS DETRACTMENT WILL BE MADE ON THE BEGINNING OF THE WARRANTY PERIOD FOR ALL PLANT MATERIAL. THE CONTRACTOR SHALL LETTER WITH SIGNATURE STATING THE DATE OF

<p>3. SOD SHALL BE HIGHLAND SOIL, 30" X 100' UNITS PREFERRED WHERE APPROPRIATE, TO BE LAID OUT IN THE ORDER OF CONTOUR, OR OTHERWISE STAGGERED JOINTS, ON SLOPES STEEPER THAN 3:1 OR DRAINAGE SWALES, THE SOD SHALL BE STAGED UNTIL THE GRASSING SCHEMATIC AND EXISTING GRADES WITH FIELD CULTIVATOR TO A MIN. DEPTH OF 2" PRIOR TO PLACING OF SOD. SOD SHALL BE PLACED IMMEDIATELY PRIOR TO PLACING SOD. CONTRACTOR SHALL APPLY 1400 LBS/FERTILIZER AT 1000 LBS PER ACRE TO THE SODS.</p>	<p>4. ALL AREAS SPECIFIED AS NATIVE PRAIRIE MIX TO BE SEED WITH MANDOT M36-21, BROAD CAST AT A RATE OF 4 LBS./AC., WITH 2 TONS SHREDED AND PUNCHED IN PLACE STRAW PER ACRE. SEED MIX SHALL BE ABLE TO WITHSTAND FLOODING.</p>
<p>2. PLANTING SOL REQUIRED: MIXTURE TO INCLUDE 45% TOPSOIL, 50% FERT AND 5% SOD, ALL TREE GRUBBED AND STUMPED WITHIN 10' OF THE DEPTH OF PLANTING SOIL, ALL SODDED AREAS TO RECEIVE 2" DEPTH OF PLANTING SOIL. SODS TO BE SEED ARE TO RECEIVE 2" DEPTH OF PLANTING SOIL MIXTURE.</p>	<p>5. ALL AREAS SPECIFIED AS VET PRAIRIE MIX TO BE SEED WITH MANDOT M36-26 VET PRAIRIE MIX, BROADCAST AT A RATE OF 4 LBS./AC. (INCLUDES COVER CROP WITH EROSION CONTROL, BLANKET AS REQUIRED PER CIVIL, SEE CIVIL FOR NORTHERN WATER LEVEL.</p>
<p>ALL SODDED AREAS SHALL BE 2" MINIMUM DEPTH OF TOPSOIL.</p>	





MEMORANDUM

Date: June 15, 2021
To: Marie Darling, Planning Director
From: Andrew Budde, PE/Matt Bauman, PE
Subject: Walnut Grove Villas-Stoddard Companies-Final Plat Review 2
City of Shorewood
Project No.: C16.121661

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

- Shorewood PUD Final Plat Application
- Civil Engineering Plans dated 5/20/2021, including existing conditions, site plan, grading plan and utility plan
- HydroCAD Drainage Calculations and maps dated 5/21/2021

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. The development shall be designed and constructed according to the City Standard Specifications and Details.
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
 - c. MPCA Construction General Permit
 - d. Minnesota Department of Health
 - e. Metropolitan Council Environmental Services
3. With the filling of wetland 3 and other low blow counts observed from the soil borings, the development will need to ensure solid soil foundations are provided for all structural improvements including roads, sidewalks, driveways and building pads.
4. Submit a detailed/itemized cost estimate/contractor quote to complete the work.
5. Ensure the 10-foot sidewalk easement for Block 1 Lot 6 is documented in the plan approvals.

Streets and Pedestrian Access

6. A staging and traffic control plan shall be provided for work affecting Eureka Road, such as the turn lane addition and utility connections.
7. Show turn lane sign and stop sign locations on plans.
8. See plans for additional comments on profiles and grading.

Name: Stoddard PUD - Final Plat

Date: June 15, 2021

Page: 2

Sanitary Sewer and Watermain

9. Provide removal limits and traffic control plans for utility connections on Eureka Road.
10. A construction method, along with impacts needs to be included in the plan for the main installed along Seamans Drive.
11. See plans for additional comments.
12. Note the landscaping plan will need to be revised to provide at least 10' clearance from utilities, services and storm sewer outside of right of way.

Surface Water Management and Grading

13. Erosion and sediment control needs to account for work associated with turn lane construction and watermain construction along Seamans Drive.
14. Include section views and profiles of the ponding areas and outlet pipes.
15. Include drain tile invert elevations and grades in the plan.
16. See plans for additional comments.
17. The development meets the City of Shorewood Surface Water Management Plan Regulations (Section 5.3) and requires approval of the Minnehaha Creek Watershed District.
18. Several trees are shown to be left within the normal and high-water elevation grading in stormwater basin 2. Consider impacts to trees 19, 21-23 and 38, to ensure they will be able to withstand inundated roots or should be removed. Specifically, 21-23 and 38 will be within the normal water level, with permanently submerged trunk base, and two of the four are ash trees.
19. 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. An operations and maintenance plan for the proposed stormwater system should be included with future submittals.

**CITY OF SHOREWOOD
DEVELOPMENT AGREEMENT**

**WALNUT GROVE VILLAS
PLANNED UNIT DEVELOPMENT**

THIS AGREEMENT, made this ____ day of _____, 2021, by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation, hereinafter referred to as the "City", and **SENIOR HOUSING VENTURES, INC.** a Minnesota corporation, hereinafter referred to as the "Developer," setting forth the rights and obligations of the parties relating to the Walnut Grove PUD and subdivision (the "Project").

RECITALS

A. The Developer has an interest in certain lands legally described as follows, which lands are hereinafter referred to as the "Property":

Lot 26, Meeker's Outlots to Excelsior, except the north 2 acres thereof and except the following described part thereof; Commencing at the intersection of north line of Highway 7 with the west line of Lot 26; thence east along said highway distant 210 feet; thence north parallel with west line of Lot 26 distant 210 feet; thence west parallel with said highway line 210 feet; thence south to beginning, and except part taken for highways, Hennepin County, Minnesota;

And

B. The Developer proposes to develop the Property by means of a Planned Unit Development ("PUD") consisting of 14 single family villa lots and two outlots to be developed in one stage; and

C. The City Council, at its August 24, 2020 meeting, did consider and grant Concept Plan approval as set forth in Resolution No. 20-094, incorporated herein by reference; and

D. The City Council, at its February 22, 2021 meeting, did consider and grant Development Stage Plan approval as set forth in Resolution No. 21-022 and incorporated herein by reference; and

E. The City Council, at its July 12, 2021 meeting, did consider and grant Final Plat and PUD Final Stage Plan approval as set forth in Resolution No. 21-072 and incorporated herein by reference; and,

F. The City hereby approves the final plat on condition that the Developer enter into this Agreement, furnish the Surety required by it, and record the plat with the county recorder or registrar of titles within 180 days after the City Council approves the final plat and PUD final plan.

In consideration of the mutual covenants and guarantees contained herein, the parties hereto agree as follows:

AGREEMENT

1. General Conditions of Approval. The Developer may not grade or otherwise disturb the earth, remove trees, construct sewer lines, water lines, streets, utilities, public or private improvements, or any buildings until all the following conditions have been satisfied: 1) this Agreement has been fully executed by both parties and filed with the city clerk, 2) the necessary Surety has been received by the City, and 3) the plat and all easements and agreements have been recorded with the Hennepin County Recorder's Office and proof of recording has been provided to the City.

2. PUD (Planned Unit Development) Approvals. The Developer shall comply with the conditions of approval as adopted by the City Council and set forth in Resolution No. 20-094, Resolution No. 21-022, and Resolution No. 21-072. In addition, development of the PUD is subject to the requirements of the R-1D, Single-Family Residential zoning district, as may be modified herein.

a. Allowed Uses: The permitted uses include one-level, single family homes and the permitted accessory uses shall be as indicated in the R-1D zoning district, except that no storage or parking of recreational vehicles or equipment shall be permitted outside the attached garage nor shall the construction of detached accessory buildings or commercial greenhouses be permitted.

b. Minimum setbacks (for all structures) shall be as follows:

- 1) Front Block 1: 25 feet
- 2) Front Block 2: 20 feet
- 3) From the north/south development property lines: 25 feet
- 4) Interior Side property lines: 10 feet
- 5) From the Eureka Road and Seamans Drive rights-of-way: 35 feet
- 6) Wetland buffer/Setback: 35/15 feet
- 7) No structure may cross a property line onto another lot or outlot.
- 8) Air conditioners may encroach into side drainage and utility easements if the equipment is installed on cantilevered platforms and remains 10 feet from utilities. The Developer and their assigns shall hold the City harmless for any damage for such encroachments when working within the easements for their stated purposes.

c. Maximum building height, as defined by the Shorewood Zoning Code, shall be one story or 30 feet, whichever is less.

d. Use of Outlots within the plat: The final plat for the PUD includes 2 outlots, which shall be owned and maintained by the Homeowners' Association (the "HOA") as common open space and for stormwater management features. The Developer may place one subdivision sign in the outlot consistent with the height, setback, permit and glare requirements of City Code Chapters 1201.03 Subd. 2 i (glare) and 1201.03

Subd. 11 (Signs). Benches for resident use or fences may also be installed, subject to City approval. No other structures are permitted.

- e. The Developer shall comply with the requirements of the Wetland Developments Code (Chapter 1102) 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 signage plan, as approved by the Planning Director. 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, the Developer's engineer/surveyor shall certify all wetland buffer monuments are in place per the approved plan.

- f. 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 the first 11 homes. At that point, the model home/sales office must be converted to a dwelling and the parking area removed.
 - 2) The permit for the model home shall not be issued until the Developer's engineer certifies the grades on the lot are consistent with the approved plan, the parking/staging area is constructed consistent with the approved signage plan and tree preservation fencing has been re-inspected.
 - 3) If the model home is constructed on fill, the Developer shall submit a soils report from a licensed professional engineer that indicates the soils present on the site and brought in are adequate for the construction of the structure.
 - 4) An off-street parking area with a gravel or asphalt surface shall be constructed with a pathway leading to the model home, with one handicapped accessible space. The unpaved public street shall not be used for access, parking or deliveries for the model home construction.
 - 5) 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.
 - 6) Temporary signage for the model is limited to a combined total of 30 square feet in no more than two signs. Temporary Sign permits are required prior to installation of the signs.
 - 7) No pennants, banners or streamers shall be installed on the Property.
 - 8) The model home shall not be open to the public until the utility work is complete, including any necessary testing, the first layer of asphalt is installed to the public street and the parking lot is connected to the new public street.
- g. Monuments. The Developer shall post a Surety for the final placement of all subdivision monuments. The Surety is calculated as \$100 per iron. The Surety will

be held by the City until the Developer's land surveyor certifies that all irons have been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certified survey indicating that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

- h. No planting or structure shall encroach upon a 3-foot perimeter 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-site of the Property or any adjacent hydrant, such as, but not limited to, the hydrant at Park Lane and Eureka Road.
- i. The developer shall provide a parking area for all contractors and an access road that shall not be located on new public street as shown on the signage plan for the subdivision. The parking area shall be used by all contractors and subcontractors until the new public street has one lift of asphalt. Parking shall be permitted on only one side of the new public street unless such parking has been found to impede public safety personnel from accessing the site.

3. Improvements Installed by Developer. Developer agrees at its expense to construct, install and perform all work and furnish all materials and equipment in connection with the installation of the following improvements (the "Improvements"):

- a. All site grading including building pads;
- b. Street grading, stabilizing and bituminous surfacing;
- c. Concrete curb and gutter;
- d. Sanitary sewer;
- e. Storm sewer and surface water drainage facilities;
- f. Water mains, laterals and service connections;
- g. Street name signs and traffic control signs;
- h. Tree preservation and landscaping, planting and reforestation;
- i. Property monuments;
- j. Public sidewalks; and,
- k. Wetland buffers and signage;

consistent with the plans and specifications, dated May 20, 2021 and June 8, 2021 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.

The Improvements shall be installed in accordance with the City's subdivision regulations, the City Engineer's Memo, and the City's engineering guidelines/standard detail specifications. The Developer shall submit plans and specifications, which have been prepared by a competent registered professional engineer, to the City for approval by the City Engineer or designee. The Developer shall instruct its engineer to provide full-time field inspection personnel in order for the Developer's engineer to 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 and/or the Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor.

All labor and work shall be done and performed in the best and most workmanlike manner and in strict conformance with the approved plans and specifications. No deviations from the approved plans and specifications will be permitted unless approved in writing by the City Engineer or designee. The Developer agrees to furnish to the City a list of contractors being considered for retention by the Developer for the performance of the work required by this Agreement. The Developer shall not do any work or furnish any materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first approved in writing by the City Engineer or designee.

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 plat development.

4. Special Conditions of Approval.

- a. Upon acceptance of Improvements, the HOA shall be responsible for maintenance of public sidewalk within the PUD.
- b. Maintenance of stormwater features for treatment, volume control and rate control within the PUD shall be the responsibility of the HOA.
- c. Total impervious surface on each lot within the plat shall not exceed the amount shown on the materials received by the City on June 23, 2021.
- d. Private underground utilities, including gas, electric, telephone, and cable shall be installed by the respective private utility companies pursuant to separate agreements with the Developer.
- e. Prior to issuance of building permits, the Developer shall provide reports from a licensed professional engineer that indicates that the soils present on the site and as brought in are adequate to support the construction of the homes, public streets/sidewalk and other structures.
- f. With the exception of a permit for model home construction, no building permits shall be issued until the final plat is recorded, the streets (including curb and gutter)

needed for access to lots where permits are requested are paved with the first lift of asphalt, the sewer and water service utilities are tested and approved by the City Engineer/designee, and the City has received written certification from the Developer's engineer that the grading for the block where the building is proposed to be located are consistent with the approved grading plan.

g. Due to the reduced setbacks, the Developer shall be required to use one lot for storage of the Projects' home construction materials such as trusses, siding, roofing materials, etc. until the building permit for the 11th home has been issued.

h. During construction and after, the address of each home shall be clearly visible from the middle of the street and consistent with requirements of the Fire Code. The Developer shall employ temporary address signs until after the home is completed which shall be kept clear of obstructions to visibility such as snow, vegetation, garbage/recycle facilities, etc. Multiple signs for the same home may be required during construction.

i. To protect the wetlands, the Developer shall install a double row of silt fence which shall remain until completion of construction and yard installation for the adjacent homes.

j. The Developer shall submit to the City Engineer the haul route they propose for any fill material to be brought to the site for his approval.

5. Laws, Ordinances, Regulations and Permits. Developer shall comply with all laws, ordinances, and regulations of all regulatory bodies having jurisdiction of the Property and shall secure all permits that may be required by the following before recording the plat:

- *Hennepin County for county road access and work in county rights-of-way, and for sewage system abandonment, if applicable*
- *Minnesota Department of Transportation for state highway access and drainage*
- *Minnesota Department of Health for watermains and well abandonment*
- *National Pollutant Discharge Elimination System permits*
- *Minnesota Pollution Control Agency for sanitary sewer and hazardous material removal and disposal*
- *Minnesota Department of Natural Resources for dewatering and work in protected waters*
- *Metropolitan Council Environmental Services for sanitary sewer connections*
- *Watershed permits*
- *City of Shorewood right-of-way permit, building permits*

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.

6. Pre-construction Meeting. At least 10 days prior to the commencement of construction, the Developer or his engineer shall arrange for a pre-construction meeting to review the program for the construction work. The meeting shall be held at Shorewood City Hall at a mutually agreeable time (coordinated with the Planning Director and City Engineer) and shall include all appropriate parties specified by the City Engineer.

7. Standards of Construction. The Developer agrees that all the Improvements, shall equal or exceed customary City construction and engineering standards, shall be constructed and installed in accordance with engineering plans and specifications approved by the City Engineer and the requirements of applicable City ordinances, and that all work shall be subject to final inspection and approval by the City Engineer.

8. Materials and Labor. All of the materials to be employed in the making of the Improvements and all of the work performed in connection therewith shall be of uniformly good and workmanlike quality, shall equal or exceed City standards and specifications, and shall be subject to inspection and approval of the City. In case any materials or labor supplied shall be rejected by the City as defective or unsuitable, then such rejected materials shall be removed and replaced with approved materials and rejected labor shall be done anew to the satisfaction and approval of the City at the cost and expense of the Developer.

9. Schedule of Work. The Developer shall submit a written schedule in the form of a bar chart indicating the proposed progress schedule and order of completion of work covered by this Agreement. It is understood and agreed that the Improvements, except the final lift of asphalt, the sidewalks, entry monument, and landscaping shall be performed so as to be completed by October 31, 2021, subject to delays due to "force majeure" (i.e. events of casualty, unusually inclement weather, labor strikes, material shortages, civil unrest or other causes beyond the reasonable control of the Developer). The final lift of asphalt and entry monument shall be completed by October 31, 2022.

Landscaping shall be completed as follows: In the outlots and at least 30 feet from any home construction site: by June 15, 2022. On the individual lots and in the outlots within 30 feet of any home construction site shall be completed prior to release of a certificate of occupancy for the applicable home. The Developer may also submit an escrow agreement for the landscaping within the lot, executed by the builder/future homeowner and guarantees submitted as allowed by Section 1201.03 Subd. 2. g. of City Code.

The base of the sidewalk shall be installed at the same time as the street. The pavement must be completed prior to the construction of the fifth home in Block 1 (with an exception for winter construction).

The Developer shall provide written notice to the City of the existence of any delays in the completion of the work.

10. As-Built Plans. Within sixty (60) days after the completion of construction of the Improvements, except as noted in paragraph 14, the Developer shall cause its engineer to prepare and file with the City a full set of "as-built" plans in .pdf format and CAD or shapefile (GIS) format, showing the installation of the Improvements within the plat. Failure to file "as-built" plans within said sixty (60) day period shall suspend the issuance of building permits and certificates of occupancy for any further construction within the plat.

11. Easements. The Developer, at its expense, shall acquire all easements from abutting property owners necessary to the installation of any Improvements within or adjacent to the Project, and thereafter promptly convey said easements to the City.

12. Pre-existing Drain Tile. All pre-existing drain tile disturbed by the Developer during construction shall be restored, replaced or properly abandoned by the Developer.

13. Staking, Surveying and Inspection. The Developer, through its engineer/surveyor, shall provide for all staking and surveying for the Improvements, property monuments, and delineation of the wetland buffer areas and the associated monuments. In order to ensure that the completed Improvements conform to the approved plans and specifications, the City will provide for inspection as determined necessary by the City Engineer, and after the homes are constructed by the City's Building Official.

14. Grading. The plat shall be graded in accordance with the approved Grading, Drainage and Erosion Control Plan. The plan shall conform to City of Shorewood standards. Within 30 days after completion of the grading, the Developer shall provide the City with a "record" grading plan certified by a registered land surveyor or engineer indicating that all ponds, swales, and ditches have been constructed on public easements or land owned by the City. The "record" plan shall contain site grades and field verified elevations of the following: a) cross sections of ponds/filtration basins; b) location and elevations along all swales, emergency overflows, wetlands, wetland mitigation areas if any, ditches, locations and dimensions of borrow areas/stockpiles; c) lot corner elevations and house pads; and d) top and bottom of retaining walls.

All lots with house footings placed on fill must be monitored and constructed to meet or exceed FHA/HUD 79G specifications. The Developer must certify that this has been done correctly.

Prior to City acceptance of the grading Improvements and a full release of financial sureties, the Developer shall provide the City with final "record" plans, in accordance with the City's most recent Engineering Guidelines.

15. Erosion Control. Prior to initiating site grading, the Erosion Control Plan shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the Minnesota Pollution Control Agency's best management practices. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded within 7 days after the completion of the work or in an area that is inactive for up to 7 days unless authorized and approved by the City Engineer in writing. Except as otherwise provided in the Erosion Control Plan, seed shall be in accordance with the City's current seeding standards. 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 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 at the Developer's expense. 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 days, the City may draw down the Surety 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.

16. Street Maintenance During Construction. The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. The Developer shall maintain a smooth surface and provide proper surface drainage to

ensure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from the Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the streets prior to final acceptance of said streets. The City shall not be responsible for repairing damage in the development because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a daily basis during grading operations and on a weekly basis thereafter unless directed otherwise by the City, including its employees, inspectors or contractors.

17. Street Signs. The Developer, at its expense, shall provide standard city street identification signs and traffic control signs in accordance with the Minnesota Manual on Uniform Traffic Control Devices, as directed by the City Engineer.

18. Access to Residences. The Developer shall provide reasonable access, including temporary grading and graveling, to all residences affected by construction until the streets are accepted by the City.

19. Final Inspection. At the written request of the Developer, and upon completion of the Improvements set forth in paragraph 3 above, the City Engineer, the contractor, and the Developer's engineer will make a final inspection of the work. When the City Engineer is satisfied that all work is completed in accordance with the approved plans and specifications, and the Developer's engineer has submitted a written statement attesting to same, the City Engineer shall recommend that the Improvements be accepted by the City.

20. Conveyance of Improvements. Upon completion of the installation by the Developer and approval by the City Engineer of the public Improvements set forth in paragraph 3 above, the Developer shall convey said Improvements to the City free of all liens and encumbrances and with warranty of title, which shall include copies of all lien waivers. Should the Developer fail to so convey said Improvements, the same shall become the property of the City without further notice or action on the part of either party hereto, other than acceptance by the City.

21. Replacement. All work and materials performed and furnished hereunder by the Developer, its agents and subcontractors, found by the City to be defective within two years after acceptance by the City, shall be replaced by the Developer at the Developer's sole expense. Within a period of thirty (30) days prior to the expiration of the said two-year period, the Developer shall perform a televised inspection of all sanitary sewer lines within the plat and provide the City with a record of the televised inspection.

22. Restoration of Streets, Public Facilities and Private Properties. The Developer shall restore all City streets and other public facilities and any private properties disturbed or damaged as a result of Developer's construction activities, including sod with necessary black dirt, bituminous replacement, curb replacement, and all other items disturbed during construction.

23. Reimbursement of Costs. The Developer shall reimburse the City for all costs, including reasonable engineering, inspection, legal, planning and administrative expenses incurred by the City in connection with all matters relating to the administration and enforcement of the within

Agreement and the performance thereof by the Developer. Such reimbursement of costs shall be made within thirty (30) days of the date of mailing of the City's notice of costs to the address set forth in paragraph 34 below. Nonpayment of billings from the City shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat.

24. Escrow. Prior to release of the plat for recording, the Developer shall pay to the City an escrow deposit in the amount of \$10,000.00 (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 paragraph 3.

25. Claims for Work. The Developer or its contractor shall do no work or furnish no materials not covered by the plans and specifications and special conditions of this Agreement, for which reimbursement is expected from the City, unless such work is first ordered in writing by the City Engineer as provided in the specifications. Any such work or materials which may be completed or furnished by the contractor without such written order first being obtained shall be at its own risk, cost and expense.

26. 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 set forth in paragraph 3 above, according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in paragraph 10 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 the completion of mass grading.

27. Summary of Surety Requirements. To guarantee compliance with the terms of this contract, payment of special assessments, payment of the costs of all public and private Improvements, and construction of all public and private Improvements, the Developer shall furnish the City with a Surety in the amount of \$1,346,807. The amount of the Surety was calculated as follows:

Street and Sidewalk Construction:	198,795
Sanitary Sewer:	91,464
Watermain System:	154,514
Storm Sewer System:	109,540
Landscaping and Tree Preservation:	36,119
Grading and Erosion Control:	299,139
Setting Iron Monuments/Buffer Monuments:	8,300
SUB-TOTAL:	897,973
TOTAL (150% OF THE ABOVE):	\$1,346,807

This breakdown is for historical reference; it is not a restriction on the use of the Surety. The bank shall be subject to the approval of the City Administrator. The City may draw down the Surety, without notice, for any violation of the terms of this contract or if the Surety is allowed to lapse prior to the end of the required term. If the required public Improvements are not completed at least 30 days prior to the expiration of the Surety, the City may also draw it down. If the Surety is drawn down, the proceeds shall be used to cure the default.

28. Insurance. The Developer shall maintain during the life of this Agreement, public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of their subcontractors, or by one directly or indirectly employed by any of them. This insurance policy shall be a single limit public liability insurance policy in an amount not less than \$2,000,000.00. The City shall be named as additional insured and the Developer shall file a copy of the insurance coverage with the City. The certificate shall provide that the City must be given written notice of the cancellation of the insurance per the terms of the policy.

Prior to commencement of construction of the Improvements, the Developer shall file with the City a certificate of such insurance as will protect the Developer, his contractors and subcontractors from claims arising under the workers' compensation laws of the State of Minnesota.

29. Local Sanitary Sewer Access Charges (LSSAC). Developer shall, prior to release of the final plat for Phase I by the City, make a cash payment to the City in the sum of \$16,800 (\$1,200 for each lot) as local sanitary sewer access charges. Subsequent phases shall pay LSSAC, based on the fees in effect at the time of filing of each final plat.

30. Municipal Water Charges. Pursuant to Shorewood City Code a \$10,000 municipal water connection charge is required to be paid for each lot, prior to the release of the final plat. The City shall credit the Developer the cost of extending water mains from the outside boundary of the Property to the front property line of each lot. In no event shall credit to the Developer exceed the water connection charges paid. The Developer's engineer has submitted cost estimates indicating that the cost of the watermain for this subdivision will exceed the cost to complete the installation. As a result, no watermain connections fees would be required.

31. Park Fund Payment. The Developer shall submit a total park dedication payment of \$91,000, (\$6,500 per lot) to be paid prior to the release of the final plat.

32. Voluntary Contributions. The Developer has proposed to submit voluntary contributions consisting of: a 1) \$105,000 for payments toward road improvements on either Seamans Drive or Eureka Road, the Freeman Park 2023 Trail Project or other trail enhancements, or the general fund as determined by the City Council; and, 2) \$56,000 for an affordable housing fund, with benefits to be determined by the City Council. The Developer has proposed to submit these contributions in a lump sum at the time the certificate of occupancy is approved for the first home.

33. Notices. All notices, certificates and other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, return receipt requested, postage prepaid, with proper address as indicated below. The City and the Developer by written notice given by one to the other, may designate any address or addresses to which notices, certificates or other communications to them shall be sent when required as contemplated by this Agreement. Unless otherwise provided by the respective parties, all notices, certificates and communications to each of them shall be addressed as follows:

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

To the Developer: Bill Stoddard
 Senior Housing Ventures, Inc.
 440 3rd St.
 Excelsior, MN 55331
 612-802-3666
 bill@ibill.us

34. Proof of Title. The Developer shall furnish a title opinion or title insurance commitment addressed to the City warranting that Developer is the fee owner or has a legal right to become fee owner of the Subject Property upon exercise of certain rights and to enter upon the same for the purpose of developing the Subject Property. The Developer further agrees that all dedicated rights-of-way, streets and easements provided to City shall be free and clear of all liens and encumbrances.

35. Indemnification. Excluding any claims or liabilities caused by or arising from the negligence or willful misconduct of the City, its employees, agents and contractors, the Developer shall hold the City harmless from and indemnify the City against any and all liability, damage, loss, and expenses, including but not limited to reasonable attorneys' fees, arising from or out of the Developer's performance and observance of any obligations, agreements, or covenants under this Agreement. It is further understood and agreed that the City, the City Council, and the agents and employees of the City shall not be personally liable or responsible in any manner to the Developer, the Developer's contractors or subcontractors, materialmen,

laborers, or any other person, firm or corporation whomsoever, for any debt, claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work and Improvements hereunder.

36. Declaration of Covenants, Conditions and Restrictions. The Developer shall provide a copy of the Declaration of Covenants, Conditions and Restrictions, for review and approval by the City prior to recording.

37. Remedies Upon Default. In the event the Developer shall default in the performance of any of the covenants and agreements herein contained and such default shall not have been cured within thirty (30) days after receipt by the Developer of written notice thereof, the City may exercise the following remedies:

- A. Assessments. The City may cause any of the Improvements to be constructed and installed or may take action to cure such other default and may cause the entire cost thereof, including all reasonable engineering, legal and administrative expenses incurred by the City to be recovered as a special assessment under Minnesota Statutes Chapter 429. The Developer agrees to pay the entire amount of such assessment within thirty (30) days after its adoption. The Developer further agrees that in the event of its failure to pay in full any such special assessment within the time prescribed herein, the City shall have a specific lien on all of the Property for any amount so unpaid, and the City shall have the right to foreclose said lien in the manner prescribed for the foreclosure of mechanic's liens under the laws of the State of Minnesota. In the event of an emergency, as determined by the City Engineer, the notice requirements to the Developer prescribed by Minnesota Statutes Chapter 429 shall be and hereby are waived in their entirety, and the Developer shall reimburse the City for any expense incurred by the City in remedying the conditions creating the emergency.
- B. Performance Guaranty. In addition to the foregoing, the City may also institute legal action against the Developer or utilize any cash deposit made or letter of credit delivered hereunder, to collect, pay, or reimburse the City for:
 - (a) The cost of completing the construction of the Improvements.
 - (b) The cost of curing any other default by the Developer in the performance of any of the covenants and agreements contained herein.
 - (c) The cost of reasonable engineering, legal and administrative expenses incurred by the City in enforcing and administering this Agreement.
- C. Legal Proceedings. In addition to the foregoing, the City may institute any proper action or proceeding at law or at equity to abate violations of this Agreement, or to prevent use or occupancy of the proposed dwellings.

38. Headings. Headings at the beginning of paragraphs hereof are for convenience of reference, shall not be considered a part of the text of this Agreement, and shall not influence its construction.

39. Severability. In the event any provisions of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity of the remaining Agreement.
40. Execution of Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.
41. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.
42. Successors and Assigns. It is agreed by and between the parties hereto that the Agreement herein contained shall be binding upon and inure to the benefit of their respective legal representatives. 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.
43. Third Parties. Third parties shall have no recourse against the City under this Agreement.
44. 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year first above written.

SENIOR HOUSING VENTURES, INC.

CITY OF SHOREWOOD

By: _____
Its: _____

By: _____
Its: Mayor

ATTEST:

By: _____
Its: City Administrator

STATE OF MINNESOTA

ss.

COUNTY OF HENNEPIN

On this ____ day of _____, 2021, before me, a Notary Public within and for said County, personally appeared Jennifer Labadie and Greg Lerud to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Administrator of the municipal corporation named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____ the _____ of Senior Housing Ventures, Inc. a Minnesota Corporation on its behalf.

NOTARY PUBLIC

Prepared by:
Shorewood Planning Dept.
Shorewood City Offices
5755 Country Club Road
Shorewood, MN 55331

FEE OWNER CONSENT TO DEVELOPMENT AGREEMENT

_____, fee owners of all or part of the Property, the development of which is governed by the foregoing Agreement, affirm and consent to the provisions thereof and agree to be bound by the provisions as the same may apply to that portion of the Property owned by them.

Dated this _____ day of _____, 2021.

By: _____

Its: _____

STATE OF _____)

(ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____.

NOTARY PUBLIC

**MORTGAGE CONSENT
TO
DEVELOPMENT AGREEMENT**

_____, which holds a mortgage on the Property, the development of which is governed by the foregoing Agreement, agrees that the Agreement shall remain in full force and effect even if it forecloses on its mortgage.

Dated this _____ day of _____, 2021.

By: _____

Its: _____

STATE OF MINNESOTA)
 (ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____.

NOTARY PUBLIC

RESOLUTION 21-072

CITY OF SHOREWOOD COUNTY OF HENNEPIN STATE OF MINNESOTA

A RESOLUTION APPROVING A FINAL PLAT FOR WALNUT GROVE VILLAS FOR PROPERTY LOCATED NORTH OF HIGHWAY 7 BETWEEN EUREKA ROAD AND SEAMANS DRIVE

WHEREAS, Senior Housing Ventures, Inc. (the "Applicant"), has submitted a request for a final plat of the Walnut Grove Villas PUD under the Shorewood City Code and under Chapter 462 of Minnesota Statutes; and

WHEREAS, the property is legally described as:

Lot 26, Meeker's Outlots to Excelsior, except the north 2 acres thereof and except the following described part thereof; Commencing at the intersection of north line of Highway 7 with the west line of Lot 26; thence east along said highway distant 210 feet; thence north parallel with west line of Lot 26 distant 210 feet; thence west parallel with said highway line 210 feet; thence south to beginning, and except part taken for highways, Hennepin County, Minnesota;

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 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:

1. The plat of Walnut Grove Villas for 14 lots for single-family homes and 2 outlots is hereby approved according to the plans and materials submitted March 23-24, April 14, 16 and 21, and June 7, 8, and 23, 2021, subject to the conditions listed below.
2. The approval is specifically conditioned upon the terms and conditions contained in the Development Agreement for the subdivision.
3. The Mayor and City Administrator are hereby authorized to execute the Development Agreement on behalf of the City Council.
4. The final plat, development agreement and all related documents listed below, shall be required to be filed with Hennepin County as required by the Development Agreement.
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 prohibit accessory buildings.
 - b. Executed easements and agreements, including: 1) conservation easements over the wetlands and wetland buffers, 2) sidewalk easement over Lot 6, Block 1; 3) a storm water maintenance agreement and 4) the development agreement.
 - c. Payment of the following fees: park dedication (\$91,000); and local sanitary sewer access charge (\$16,800).
 - d. Submission of all required financial guarantees/escrow deposit.
 - e. Any required permits from other agencies.

- f. Revised construction management plan including, but not limited to: the haul route for the material to be imported and increase the street cleaning to once per day while fill material is being brought to the site.
- g. Revised plans consistent with the Engineer's Memo dated June 15, 2021 and City Code, as follows:
 - 1) Revise the landscaping plan to: 1) relocate the trees a minimum of 10 feet from utility mains and private utility services; 2) move the bollards 2 feet from the sidewalk and 3 feet from hydrants.
 - 2) Revise the grading plan to indicate a double row of silt fence to protect the wetlands during import of material and mass grading.
 - 3) Revise the tree preservation plan to remove impacts to trees on adjacent properties or submit signed agreements from the affected property owners granting permission for the removal. To be considered saved, no activity is permitted within the drip line of the tree and fencing is required to be installed and inspected prior to mass grading.
 - 4) Revise the signage plan to indicate that wetland buffer monuments shall be placed at each lot line and as the buffer changes direction.
- 6. Prior to issuance of building permits, except for one permit for a model home, the Applicant shall submit or complete the following:
 - a. Submit proof of recording for the subdivision, including the resolution, easements, HOA documents, and agreements.
 - b. Submit a soils report from a licensed professional engineer that indicates the soils present on the site and brought in are adequate for the construction of the structures.
 - c. Install the wetland buffer monuments, except for the permit for the model home.
 - d. Install the public improvements as directed in the development agreement.
- 7. The base of the sidewalk shall be installed with the street construction. The pavement must be completed with the construction of the 5th home in Block 1 (with the exception of winter construction).
- 8. A permit for construction of the model home may be issued when the applicant has completed the parking area, the grades are certified, the lot monuments are installed and all other conditions listed in the PUD development stage resolution and development agreement have been satisfied.
- 9. The site shall remain in compliance with the city's tree preservation policy until all construction is complete.
- 10. The parking area must be constructed first and must be adequately sized for all contractors working in the subdivision until the street is finished and as needed afterwards for overflow parking.
- 11. The applicant shall provide a staging area for all materials related to home construction on the property and it shall remain in place until permits are issued for the 13th home.
- 12. The developer shall provide disclosures to all home buyers in Block 1 consistent with those submitted on March 23, 2021 that indicate that sidewalks will be constructed along the new public street.
- 13. Each lot shall remain at or below the amount of impervious surface coverage indicated on the exhibit submitted June 23, 2021.

14. 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.

15. 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 THE CITY OF SHOREWOOD this 12th Day of July, 2021.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

7B

MEETING TYPE
Regular Meeting

Title / Subject: Request for Additional Time to Correct a Code Violation

Location: 21035 Radisson Road

Property Owners: William & Susan Gerberich

Meeting Date: July 12, 2021

Prepared by: Emma Notermann, Planning Technician

Attachments: Map
Inspection Photos
Violation Notice dated June 24, 2021
Written Request from Property Owner for Additional Time
Resolution Approving the Request

Background:

On June 2, 2021, the City received a complaint regarding a dock on the property between 21035 and 20945 Radisson Road. The property is owned by William & Susan Gerberich who own and live next door at 21035 Radisson Road (see attached map). The property in question is a 12-foot wide, 2,107 square foot, undeveloped parcel that staff was able to confirm has a dock and two watercraft. The dock and watercraft are owned by Kelly Rogers of 20960 Radisson Road.

City Code 1201.03, subd.14b declares that docks shall not be built, used or occupied on land located within the R Districts without a principal dwelling on the lot or parcel to which it is an accessory. Between September 1973 and July 1987, the Shorewood City Council did have the ability to grant approval of docks to be located on unimproved parcels. However, staff did not find any approvals related to docks for this property.

Additionally, City Code 1201.03, subd.14c states that all boats must be registered to family or families residing at the property and City Code 1201.03, subd.14e states that all docks should be located 10 feet from side property lines. The dock and watercraft in question are also in violation of both of these provisions.

Staff has been in contact with both the property owner and the owner of the dock on the matter. Both indicate that the dock has been on the property for many years and both were under the impression that it was allowed to be there.

Property Inspections

Staff inspected the complainants' concern on June 14, 2021. At that time, staff observed a dock and two watercraft on the parcel. The inspection photos are attached.

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.*

Enforcement Action

On June 24, 2021, staff sent out a notice of violation to the property owner regarding the violation. The notice informed the property owner that they violated City Code 1201.03, subd.14b. The property owner was given until July 5, 2021 to correct the violation. Since then, staff has received a request from the property owner for an extension to correct the violation.

Section 104.03 subd. 2 a. of City Code allows property owners the ability to request an extension of 30 days from the City Council if the property owner is unable to correct or abate the code offense within the prescribed time. The applicant has requested a time extension until August 11, 2021 to complete the work necessary to resolve the violation.

Recommendation / Action Requested: Staff recommends allowing the extension because the property owners and the dock owner are working to find the history of the dock to ensure that there were no approvals that allow it to be there.

Any action on this request would require a simple majority.

Next Steps and Timelines: Once staff has direction from the City Council on the additional time, the next steps include:

1. Informing the property owner of their updated deadline
2. Inspecting the property after the deadline to ensure compliance



Legend

-  City Limits
-  Parcels (10/1/2020)
- Image
 -  Red: Red
 -  Green: Green
 -  Blue: Blue

Map Name



Disclaimer:

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

0 50 Feet

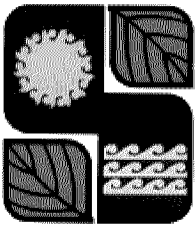
© Bolton & Menk, Inc - Web GIS 6/23/2021 11:45 AM



Real People. Real Solutions.







CITY OF
SHOREWOOD

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

June 24, 2021

WILLIAM & SUSAN GERBERICH
21035 RADISSON RD
EXCELSIOR MN 55331

Re: **Notice of City Code Violation** for Property next to 21035 Radisson Road (Parcel ID:
3511723110050)

Dear Property Owner,

Our office has received a complaint regarding a dock on property that you own, next to 21035 Radisson Road (parcel map attached for reference). Upon inspection, staff confirmed there are violations to City Code present. Docks are not allowed on any lots that do not have a principal dwelling as declared by the following provisions of City Code:

City Code 1201.03, subd.14b declares that docks and wharves, permanent or floating, shall not be built, used or occupied on land located within the R Districts without a principal dwelling on the lot or parcel to which it is an accessory.

Additionally, we would like to note a few other regulations regarding dock usage and watercraft storage.

1. Each parcel is only permitted to have one dock per **City Code 1201.03, subd.14c**. So, the dock that is currently on the non-developed parcel will not be able to be relocated to your other developed parcel.
2. Docks must only be used by those individuals occupying the property on which the dock is located per **City Code 1201.03, subd.14c**. This means that docks are not allowed to be rented out for use or used for the storage of boats not registered to the property owner.
3. **City Code 1201.03, subd.14e** requires that all docks must meet a 10-foot side setback. The parcel of land that the dock is located on is too small to accommodate a dock and the required 10-foot setback from each side lot.

The violation will need to be corrected immediately and your property will be inspected on or after July 5, 2021 for compliance. Any violation not corrected will be subject to administrative enforcement which carries penalties starting at \$300 per violation. Section 104.03 Administrative Enforcement of Code Regulations is attached for your reference. All other quoted sections of City Code are available on the City's website.

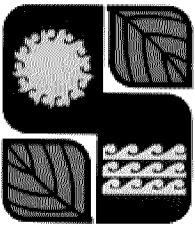
If you have any questions relative to this letter, please contact me at 952-960-7909 or enotermann@ci.shorewood.mn.us.

Emma Nottermann

Emma Nottermann
Planning Technician

Enclosures: Photo of violation
Parcel Map
City Code Section 104.03
Dock codes for reference





CITY OF
SHOREWOOD

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Shorewood City Code Section 1201.03 Subd. 14. *Regulations applicable to shoreline property.*

a. No structure of any kind except docks, stairways and lifts shall be built within the required setback from the ordinary high water level of a meandered lake, as provided in § 1201.26, subdivision 5 of this code.

b. Docks shall not be built, used or occupied on land located within the R Districts without a principal dwelling on the lot or parcel to which it is accessory.

c. The number of docks per lot or parcel of land in the R Districts shall be limited to one, and the same shall be operated, used and maintained solely for the use of the members of the family or families residing at the property upon which the dock is located. The dock shall connect to the shoreline at only one location, no wider than four feet, and shall extend into the lake at least eight feet beyond the ordinary high water mark before branching out to form slips. The width of the dock shall not exceed four feet at any point, except that at one location the dock may be no wider than eight feet for a length of eight feet.

The number of restricted watercraft, as defined by the Lake Minnetonka Conservation District (LMCD) that may be docked or moored on a single property is limited to four. The dock owner may exceed four restricted watercraft only by obtaining an annual multiple dock/mooring license from the LMCD and a conditional use permit from the city, which permit shall be subject to the following conditions:

(1) As part of the annual LMCD license review, the owner of the dock must demonstrate to the city that all boats stored at the dock are owned, registered and operated by the residents of the property on which the dock is located.

(2) As part of the annual LMCD license review, the owner of the dock must demonstrate to the city that the dock is the minimum size necessary to store the boats owned, registered and operated by the residents of the subject property.

(3) Boat canopies shall be limited to the size and number that is required to cover no more than four of the restricted watercraft.

(4) The provisions of § 1201.04, subdivision 1.d.(1) are considered and satisfactorily met.

d. No boat, barge, boathouse or other floating vessel or structure tied or connected to a dock or wharf located within the city limits shall be used as a permanent, temporary or seasonal residence.

e. No dock shall be located or constructed within ten feet of the side lot line of any lot or parcel projected into the lake.

f. No dock located within the R Districts shall extend further into the water than reasonably necessary to provide docking space for boats and crafts used by the owner of the dock, and under no circumstance shall a dock create a safety or navigational hazard or block any channel or access to the lake from adjoining lots or parcels.

g. Unless specified otherwise in the city zoning code, all docks on all lakes shall comply with the Lake Minnetonka Conservation District Code of Ordinances.

h. Seaplane operations shall be subject to Minn. Rules 8800.2800 (Seven-County Metropolitan Region Seaplane Operations), as may be amended, which are adopted herein by reference.

Emma Notermann

From: Susan Goodwin Gerberich, PhD <gerbe001@umn.edu>
Sent: Friday, July 2, 2021 2:26 PM
To: Emma Notermann
Cc: gerbe001@umn.edu
Subject: Re: NOTICE: REGARDING PROPERTY NEXT TO 21035 RADISSON ROAD (PARCEL ID: 3511723110050)

Importance: High

Dear Ms. Notermann:

We are most appreciative of the follow-up that you have facilitated on the issue, identified in the copied letter below. Based on our discussion, we are requesting and would appreciate approval for a 30-day extension to August 5, 2021, to enable compliance completion of the issue.

Sincerely,
Susan G. and William W. Gerberich

**RESOLUTION 21-076
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**A RESOLUTION APPROVING A REQUEST FOR AN EXTENSION TO A CORRECT
CODE VIOLATION FOR PROPERTY WITH PARCEL ID 3511723110050 LOCATED
EAST OF 21035 RADISSON ROAD**

WHEREAS, the City of Shorewood sent a violation notice to William and Susan Gerberich (Property Owner) regarding a dock placed on an unimproved parcel in violation of City Code 1201.03, subd. 14 on their property legally described as:

Tract D, Registered Land Survey No. 0510, Hennepin County, Minnesota.

WHEREAS, the Property Owner has requested more time to correct the violation as allowed by Section 104.03 subd. 2 a. of the City Code; and,

WHEREAS, the City Council considered the appeal for additional time to correct the violation at its regular meeting on July 12, 2021, at which time the Planning Technician's memorandum was reviewed and comments were heard by the City Council from the Property Owner, staff and the public.

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

CONCLUSIONS

1. The Property Owner has shown that the additional time is necessary to resolve the violation.
2. The City Council hereby grants an extension to correct the violation, which expires on August 11, 2021.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA
this 12th day of July, 2021.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Award Low Quote for Shady Island Forcemain Replacement Project
Meeting Date: Monday, July 12, 2021
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Bids, Plans, and Resolution

Background: The City of Shorewood maintains a sanitary sewer forcemain and lift station that serves approximately 30 residents on Shady Island. The forcemain was constructed in 1973 and is mounted on the side of the Shady Island bridge. The forcemain is placed inside of a 16" steel casing, has an electrical heat tape installed along the bottom of the forcemain, and then filled with insulation. In the fall of 2020, staff discovered that the existing heat tape was burnt out for a portion of the casing. Heat tapes are typically installed in liquid utility crossings, which are exposed to the air, to help ensure that the contents do not freeze and potentially rupture the carrier pipe and cause leaks. In this case, the city is not aware of any leaks from the forcemain, but the utility is approximately 50 years old, has reached its useful life and is due for replacement.

At the April 12 meeting, council provided direction to complete plans and specifications and quote the project. Requests for quotes were sent to four contractors and quotes were received from two summarized below:

Minger Construction Co., Inc.	= \$174,967.00
G.F. Jedlicki, Inc.	= \$316,545.50

Minger Construction is a responsible contractor and has completed work of similar scope and other project for the city. The projects substantial completion date is October 12, 2021 with final completion to occur on October 19, 2021.

Financial Considerations: The repair of this forcemain is not included in the Capital Improvement Plan but would be paid from available funds within the Sanitary Sewer Fund. Overall project costs for the replacement of the forcemain, casing, and heat tape are estimated to be \$205,000, which includes construction, design, and construction administration.

Recommendation/Action Requested: Staff recommends the city council approve the resolution that awards the project to the low quote of Minger Construction Co, Inc in the amount of \$174,967.

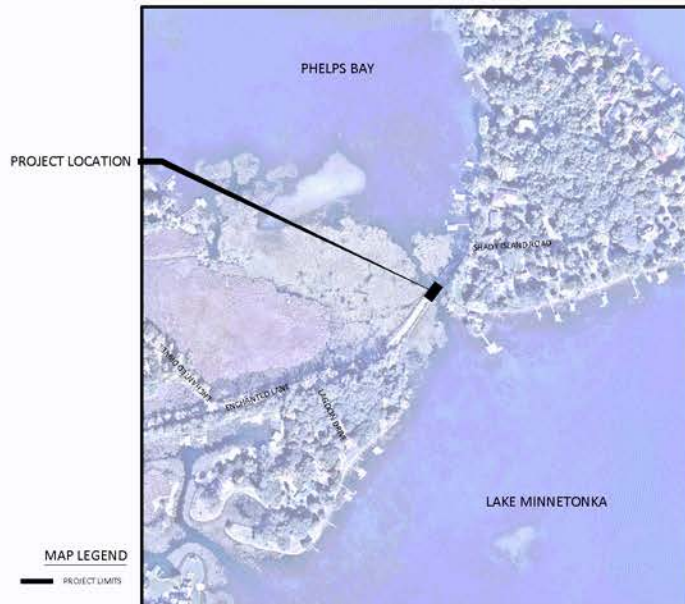
Mission Statement: *The City of Shorewood is committed to providing residents quality public services, a healthy environment, a variety of attractive amenities, a sustainable tax base, and sound financial management through effective, efficient, and visionary leadership.* Page 1

CITY OF SHOREWOOD

CONSTRUCTION PLANS FOR

SHADY ISLAND BRIDGE FORCEMAIN REPLACEMENT

SANITARY FORCEMAIN REPLACEMENT
JUNE, 2021



SHEET NUMBER	SHEET TITLE
GENERAL	
G0.01 - G0.03	TITLE SHEET, LEGEND, GENERAL NOTES
G1.01	STATEMENT OF ESTIMATED QUANTITIES
CIVIL	
C0.01	EXISTING CONDITIONS, REMOVALS PLAN
C1.01 - C1.02	DETAILS, TYPICAL SECTIONS
C2.01	EROSION CONTROL PLAN, SWPPP
C4.01	SANITARY SEWER & WATER PLAN & PROFILE
THIS PLAN SET CONTAINS 9 SHEETS.	

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY Gopher State ONE CALL 1-800-252-1166 OR 651-454-0000.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF FORCE INC. INC. ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

12224 NICOLET AVENUE
SHOREWOOD, MINNESOTA 55337
Phone: (952) 980-0505
Email: shorewood@bolton-menk.com
www.bolton-menk.com



12224 NICOLET AVENUE
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DATE	BY	CHK.	APP.
DATE	BY	CHK.	APP.
DATE	BY	CHK.	APP.
DATE	BY	CHK.	APP.

SHOREWOOD, MINNESOTA	SHEET
SHADY ISLAND BRIDGE FORCEMAIN REPLACEMENT	G0.01
TITLE SHEET	

EXISTING TOPOGRAPHIC SYMBOLS

101	ACCESS GRATE	102	REGULATION STATION GAS
103	AIR CONDITION UNIT	104	SATELLITE DISH
105	ANTENNA	106	SIGN NON TRAFFIC
107	AUTO SPRINKLER CONNECTION	108	SIGN TRAFFIC
109	BARRICADE PERMANENT	110	SIGNAL CONTROL CABINET
111	BASKETBALL POST	112	SOIL BORING
113	BENCH	114	SIREN
115	BIRD FEEDER	116	TELEPHONE BOOTH
117	BOLLARD	118	TILE INLET
119	BUSH	120	TILE OUTLET
121	CATCH BASIN RECTANGULAR CASTING	122	TILE RISER
123	CATCH BASIN CIRCULAR CASTING	124	TRANSFORMER-ELECTRIC
125	CURB STOP	126	TREE-CONIFEROUS
127	CLEAN OUT	128	TREE-DECIDUOUS
129	CULVERT END	130	TREE STUMP
131	DRINKING FOUNTAIN	132	TRAFFIC ARM BARRIER
133	DOWN SPOUT	134	TRAFFIC SIGNAL
135	FILL PIPE	136	TRASH CAN
137	FIRE HYDRANT	138	UTILITY MARKER
139	FLAG POLE	140	VALVE
141	FLARED END / APRON	142	VALVE POST INDICATOR
143	FUEL PUMP	144	VALVE VAULT
145	GRILL	146	VAULT
147	GUY WIRE ANCHOR	148	VENT PIPE
149	HANDHOLE	150	WATER SPOUT
151	HANDICAP SPACE	152	WELL
153	IRRIGATION SPRINKLER HEAD	154	WETLAND DELINEATED MARKER
155	IRRIGATION VALVE BOX	156	WETLAND
157	LIFT STATION CONTROL PANEL	158	WET WELL
159	LIFT STATION	160	YARD HYDRANT
161	LIGHT ON POLE		
163	LIGHT-GROUND		
165	MAILBOX		

PROPOSED TOPOGRAPHIC SYMBOLS

101	CLEANOUT
102	MANHOLE
103	LIFT STATION
104	STORM SEWER CIRCULAR CASTING
105	STORM SEWER RECTANGULAR CASTING
106	STORM SEWER FLARED END / APRON
107	STORM SEWER OUTLET STRUCTURE
108	STORM SEWER OVERFLOW STRUCTURE
109	CURB BOX
110	RISE HYDRANT
111	WATER VALVE
112	WATER REDUCER
113	WATER BEND
114	WATER TEE
115	WATER CROSS
116	WATER GLEEVE
117	WATER CAP / PLUG
118	RIP RAP
119	DRAINAGE FLOW
120	TRAFFIC SIGNS

SURVEY SYMBOLS

101	BENCHMARK LOCATION
102	CONTROL POINT
103	MONUMENT FOUND
104	CAST IRON MONUMENT
105	STONE MONUMENT

EXISTING TOPOGRAPHIC LINES

101	RETAINING WALL
102	FENCE
103	FENCE-DECORATIVE
104	GUARD RAIL
105	TREE LINE
106	BUSH LINE

SURVEY LINES

101	CONTROLLED ACCESS
102	BOUNDARY CENTERLINE
103	EXISTING EASEMENT LINE
104	PROPOSED EASEMENT LINE
105	EXISTING LOT LINE
106	PROPOSED LOT LINE
107	EXISTING RIGHT-OF-WAY
108	PROPOSED RIGHT-OF-WAY
109	SETBACK LINE
110	SECTION LINE
111	QUARTER LINE
112	SIXTEENTH LINE
113	TEMPORARY EASEMENT

EXISTING UTILITY LINES

101	FORCE MAIN
102	SANITARY SEWER
103	SANITARY SERVICE
104	STORM SEWER
105	STORM SEWER DRAIN TILE
106	WATER MAIN
107	WATER SERVICE
108	PIPE CASING

PROPOSED UTILITY LINES

101	FORCE MAIN
102	SANITARY SEWER
103	SANITARY SERVICE
104	STORM SEWER
105	STORM SEWER DRAIN TILE
106	WATER MAIN
107	WATER SERVICE
108	PIPE CASING

GRADING INFORMATION

101	EXISTING CONTOUR MAJOR
102	EXISTING CONTOUR MINOR
103	PROPOSED CONTOUR MAJOR
104	PROPOSED CONTOUR MINOR
105	PROPOSED GRADING LIMITS / SLOPE LIMITS
106	PROPOSED SPOT ELEVATION
107	RISE/RUN (SLOPE)

HATCH PATTERNS

101	BITUMINOUS
102	CONCRETE
103	GRAVEL

EXISTING PRIVATE UTILITY LINES

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY Gopher State One Call: 1-800-255-1386 OR 651-454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF QJASC 30-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

101	UNDERGROUND FIBER OPTIC
102	UNDERGROUND ELECTRIC
103	UNDERGROUND GAS
104	UNDERGROUND COMMUNICATION
105	OVERHEAD ELECTRIC
106	OVERHEAD COMMUNICATION
107	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL. EXAMPLE: UNDERGROUND GAS - QUALITY LEVEL A.

UTILITY QUALITY LEVELS (A,B,C,D) DEFINITIONS CAN BE FOUND IN QJASC 30-02.

QUALITY LEVELS

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS, RECORDS THAT INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND HOLES, UTILITY VALVES AND EXTERIOR FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DISSEMINATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR BOTOLOUGH UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS C, B AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALTERNATE DIFFERENCE	GRW	GRANUL	RSC	RIGID STEEL CONDUIT
ADJ	ADJUST	GU	GUTTER	RT	RIGHT
ALT	ALTERNATE	GV	GATE VALVE	SAN	SANITARY SEWER
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SCH	SCHEDULE
BTT	BUTTERFLY VALVE	HH	HANDHOLE	SERV	SERVICE
BUDG	BUILDING	HP	HIGH POINT	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HWL	HIGH WATER LEVEL	STA	STATION
BR	BEGIN RADIUS	HYD	HYDRANT	STD	STANDARD
BV	BUTTERFLY VALVE	I	INVERT	STM	STORM SEWER
CB	CATCH BASIN	K	CURVE COEFFICIENT	TC	TOP OF CURB
CKG	CLUB AND GUTTER	L	LENGTH	TE	TEMPORARY EASEMENT
OP	CAST IRON PIPE	LO	LOWEST OPENING	TEMP	TEMPORARY
OPP	CURED-IN-PLACE PIPE	LP	LOW POINT	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LT	LIFT	TP	TOP OF PIPE
CL	CLASS	MAX	MAXIMUM	TP	TRYPAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
OMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MIR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DP	DUCTILE IRON PIPE	ODHW	ORDINARY HIGH WATER LEVEL	AC	ACRES
ENW	EXTERNAL	PC	POINT OF CURVE	CF	CUBIC FEET
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CV	COMPACTED VOLUME
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CY	CUBIC YARD
ELEV	ELEVATION	PEP	PERMANENT EASEMENT	EA	EACH
EOP	EMERGENCY OVERFLOW	PEP	PERMANENT EASEMENT	EV	EXCAVATED VOLUME
ER	END RADIUS	PERM	PERMANENT	LB	POUND
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LF	LINEAR FEET
EX	EXISTING	PLC	POINT OF REVERSE CURVE	LS	LUMP SUM
FLS	FLARED END SECTION	PT	POINT OF TANGENT	LW	LOOSE VOLUME
F.F.	FACE TO FACE	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
FF	FINISHED FLOOR	PVMT	PAVEMENT	SV	STOICHIOMETER VOLUME
F&I	FURNISH AND INSTALL	R	RADIUS	SY	SQUARE YARD
FM	FORCE MAIN	R/W	RIGHT-OF-WAY		
FO	FIBER OPTIC	R/P	REINFORCED CONCRETE PIPE		
F.O.	FIELD ORDER	RET	RETAINING		
GRAN	GRANULAR				

SHOREWOOD, MINNESOTA
SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT

LEGEND

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SHOREWOOD, MINNESOTA 55337
Phone: (952) 980-0505
Email: Sales@boltonmenk.com
www.boltonmenk.com

BOLTON & MENK

DATE: 06/01/2023
BY: MICHAEL R. HOFF
PROJECT: SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT

100%
90%
80%
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GENERAL PHASING NOTES

1. STAGING REQUIREMENTS SHOWN IN THE PLANS ON SHEET 04.01 AND BELOW ARE INTENDED AS CONSTRAINTS WITHIN WHICH THE CONTRACTOR MUST SCHEDULE AND COMPLETE WORK. THE CONTRACTOR MUST ALSO DEVELOP AND IMPLEMENT A STAGING PLAN BASED ON THE CONTRACTOR'S RESOURCES, SCHEDULE, SPECIFIED WORK, AND CONTRACT DEADLINES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROGRESSION OF WORK AND SHALL SUBMIT A DETAILED SCHEDULE TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WORK ON ANY PHASE.

SPECIFIC CONSTRUCTION PHASING NOTES & DEADLINES

QUOTE DUE: JUNE 18, 2021
PROJECT AWARDED: JUNE 28, 2021
DATE OF SUBSTANTIAL COMPLETION: OCTOBER 12, 2021
FINAL COMPLETION DATE: OCTOBER 18, 2021
WORKING HOURS: M-F, 7 AM - 7 PM

COORDINATION WITH PRIVATE UTILITIES

PROTECT EXISTING UTILITIES IN THE AREA. REMOVE AND REINSTALL GUARDRAIL AS NECESSARY.

REMOVAL NOTES

1. PRIOR TO REMOVALS, REQUIRED EROSION CONTROL DEVICES ARE TO BE INSTALLED.
2. CONTRACTOR TO COORDINATE WITH UTILITY OWNER TO RELOCATE POWER AND LIGHT POLES, AND OTHER PRIVATE UTILITIES AS NECESSARY.
3. ALL ADJACENT BITUMINOUS AND CONCRETE SURFACES SHALL BE CLEANLY SAWCUT PRIOR TO REMOVAL.
4. REMOVALS SHALL BE LIMITED TO AREAS WITHIN THE DERIVED PROJECT LIMITS. RESTORATION OF AREAS OUTSIDE OF PROJECT LIMITS SHALL BE COMPLETED AT THE CONTRACTOR'S COST UNLESS OTHERWISE APPROVED.
5. CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF MATERIALS REMOVED FROM THIS SITE.
6. ANY TREES, SHRUBS, AND PLANTINGS REMOVED MUST BE DESIGNATED IN ADVANCE BY THE ENGINEER.
7. CONTRACTOR SHALL PROTECT ALL ITEMS DESIGNATED FOR SALVAGE AND PROVIDE APPROPRIATE STORAGE UNTIL RE-INSTALLATION. ANY ITEMS DESIGNATED TO BE SALVAGED WHICH ARE DAMAGED SHALL BE REPLACED WITH NEW AT NO COST TO THE OWNER. REPAIR OF DAMAGED ITEMS SHALL NOT BE ALLOWED UNLESS APPROVED BY THE ENGINEER.
8. ANY LANDSCAPING MATERIALS REMOVED MUST BE DESIGNATED IN ADVANCE BY THE ENGINEER AND REMOVAL SHALL BE CONSIDERED INCIDENTAL.
9. ALL ITEMS NOT IDENTIFIED FOR REMOVAL SHALL BE PROTECTED DURING CONSTRUCTION.
10. CONTRACTOR'S TO PROVIDE TEMPORARY SEWER BYPASS AS SHOWN ON SHEET 03.03.

UTILITY CONSTRUCTION NOTES

1. SANITARY PIPE LOCATIONS SHOWN ARE APPROXIMATE AND ALL SERVICES MAY NOT BE SHOWN.
2. SANITARY SEWER MAIN PIPE SHALL BE 4" DIP CLASS 360 UNLESS OTHERWISE NOTED.
3. CONTRACTOR SHALL FIELD VERIFY THE SIZE, LOCATION, AND ELEVATION OF ALL SANITARY SEWER THAT ARE BEING REPLACED SUCH THAT THEY WILL FUNCTION PROPERLY UPON COMPLETION OF WORK. (INCIDENTAL)
4. MAINTAIN 10' MINIMUM HORIZONTAL SEPARATION OF WATERMAIN WITH SANITARY AND STORM SEWER MAINS, UNLESS OTHERWISE NOTED ON PLANS. WHERE FEASIBLE, MAINTAIN 18" VERTICAL CLEARANCE.
5. ALL CONNECTIONS TO EXISTING UTILITIES (WAWN, SAN, STM, ETC.) SHALL BE FIELD VERIFIED FOR LOCATION AND ELEVATION (INCIDENTAL).
6. A TEMPORARY SANITARY SERVICE PLAN MUST BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL A MINIMUM OF 48 HOURS PRIOR TO STARTING THE WORK.
7. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE WITH UTILITY OWNERS TO RELOCATE AND PROTECT PRIVATE UTILITIES AS NECESSARY TO CONSTRUCT STREET AND UTILITIES.

CONSTRUCTION NOTES

1. SUITABLE GRADING MATERIAL ON THIS PROJECT SHALL CONSIST OF ALL SOILS ENCOUNTERED WITH THE EXCEPTION OF TOPSOIL, DEBRIS, ORGANIC MATERIAL, MUCK AND OTHER MATERIALS AS DETERMINED TO BE UNSUITABLE BY THE ENGINEER.
2. EXCESS EXCAVATED AND UNSUITABLE MATERIALS SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF MN/DOT SPEC. 2010.
3. SUBGRADE PREPARATION IN ACCORDANCE WITH MN/DOT SPEC. 2012 SHALL BE CONSIDERED INCIDENTAL IN AREAS OF FULL RECONSTRUCTION AND ONLY PAID IN RECLAIM AREAS. IN AREAS OF FULL RECONSTRUCTION, SUBGRADE SHALL BE DEFINED AS THE EXISTING GROUND SURFACE LOCATED IMMEDIATELY BEHIND THE PROPOSED AGGREGATE BASE OR SAND SECTION AS SPECIFIED IN THE PLAN.
4. SUBGRADE EXCAVATION AND CONNECTION SHALL BE APPLIED IF NECESSARY TO ACHIEVE SATISFACTORY SURFACE STABILITY AS DETERMINED BY THE ENGINEER. AREAS TO RECEIVE SUBGRADE EXCAVATION SHALL BE SPECIFIED BY THE ENGINEER IN THE FIELD FOLLOWING SUBGRADE PREPARATION AND A SOIL TEST. REPLACEMENT MATERIAL IN AREAS OF SUBGRADE PREPARATION SHALL SATISFY THE REQUIREMENTS OF STABILIZING AGGREGATE AS SPECIFIED IN THE SPECIAL PROVISIONS.
5. WHERE A PROPOSED ROADWAY BEGINS OR TERMINATES AT AN EXISTING ROADWAY, PROVIDE A VERTICAL NOTCH TO THE BOTTOM OF THE AGGREGATE OR BITUMINOUS BASE AND A 20X15" TAPER.
6. PROVIDE 20X15" TAPERS BETWEEN LONGITUDINAL CHANGES IN SUB-CUT DEPTHS, UNLESS OTHERWISE SPECIFIED IN THE FIELD BY THE ENGINEER.
7. PROVIDE FOR A SAW-CUT WHERE PLACING NEW PAVEMENT IS INSTALLED ADJACENT TO EXISTING PAVEMENT.
8. CONTRACTOR MUST ALLOW FOR ALL MATERIALS TESTING TO BE ACCOMPLISHED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
9. ALL LIES OF THE WORD "INCIDENTAL" IN THESE CONSTRUCTION DOCUMENTS SHALL BE CONSTRUED TO MEAN INCIDENTAL WORK FOR WHICH NO DIRECT COMPENSATION SHALL BE MADE.
10. COORDINATE WITH THE ENGINEER IN THE FIELD FOR LOCATION OF REPLACEMENT BOULEVARD TREES.
11. CONTRACTOR SHALL PROVIDE VEHICLE ACCESS TO ALL RESIDENTIAL DRIVEWAYS BETWEEN THE HOURS OF 7:00 PM TO 7:00 AM, EXCEPT DURING MINIMUM PERIODS REQUIRED FOR CONCRETE CURING.
12. WORKING HOURS SHALL BE LIMITED TO 7:00 AM TO 7:00 PM, MONDAY THROUGH FRIDAY, UNLESS SPECIFICALLY AUTHORIZED BY ENGINEER. NO EARLY START-UP OF EQUIPMENT WILL BE ALLOWED.

MATERIAL NOTES

1. 4" DIP PC 800 2"V1 EXTERIOR COATINGS & INSULATION PROTECT TO ALL INTERIOR LINING
2. ROLLER SUPPORT - ANVIL, FIGURE 1.75, HOT DIPPED GALVANIZED OR EQUAL
3. ROVANO PRE-INSULATED PIPE WITH POLYURETHANE FOAM, 1.75" NOMINAL THICKNESS

GENERAL TRAFFIC CONTROL NOTES

1. ADVANCED NOTIFICATION SIGNAGE WITH A SCHEDULED START DATE IS REQUIRED TO BE PLACED AT EACH END OF THE STREET 7 DAYS PRIOR TO THE START OF PAVEMENT REMOVAL OR ANY SUBSTANTIAL WORK. ONCE THE SIGNAGE IS IN PLACE, THE SCHEDULE MUST BE MAINTAINED FOR THAT STREET/AVENUE BLOCK.
2. PEDESTRIAN ACCESS TO RESIDENCES SHALL BE MAINTAINED AT ALL TIMES THROUGHOUT CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL ALSO SURPLY VEHICLE ACCESS TO AND FROM THE SITE FOR CONCURRENT CONSTRUCTION PROJECTS, PRIVATE UTILITY IMPROVEMENTS/RELOCATIONS, AND AS OTHERWISE PROVIDED FOR IN THE SPECIAL PROVISIONS.
3. THE CONTRACTOR SHALL MAINTAIN GARBAGE AND RECYCLING SERVICE ACCESS THROUGHOUT EXECUTION OF THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ACCESS FOR GARBAGE TRUCKS. WHEN IMPERFECT TO MAINTAIN SUCH ACCESS, THE CONTRACTOR SHALL COLLECT CONTAINERS, RELOCATE THEM TO A LOCATION WHERE SUITABLE ACCESS CAN BE PROVIDED, AND RETURN CONTAINERS IN GOOD WORKING CONDITION TO THE SAME PROPERTY FROM WHICH THEY WERE TAKEN. ALL CONTAINERS MUST BE LABELED WITH THE HOUSE ADDRESS PRIOR TO MOVING. COSTS FOR PROVIDING ACCESS OR HAULING CONTAINERS TO AN ACCESSIBLE LOCATION SHALL BE INCIDENTAL.
4. THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM AND BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS. TRAFFIC CONTROL NOT IN COMPLIANCE WITH MN MUTCD WILL BE SUBJECT TO VIOLATION IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
5. THE ITEM "TRAFFIC CONTROL" BID AS "LUMP SUM" SHALL INCLUDE ALL COSTS FOR PROVIDING TEMPORARY CONTROLS SPECIFIED IN THE PLAN AND OTHER TRAFFIC CONTROL REQUIRED PER THE MANUATED DUE TO THE CONTRACTOR'S OPERATIONS FOR COMPLETION OF THE PROJECT INCLUDING BUT NOT LIMITED TO, RELOCATING & HAULING UNDER TRAFFIC, TEMPORARY ROAD CLOSURES IN FULL OR TO THRU TRAFFIC, TEMPORARY LANE CLOSURES, ADJUSTMENTS TO THE TRAFFIC CONTROL PLAN FOR LARGE AND SMALL SCALE STAGING OPERATIONS, AND NECESSARY DETOURS FOR MOTORISTS, BICYCLISTS, AND/OR PEDESTRIANS. THE AMOUNT BID SHALL ALSO INCLUDE SUFFICIENT TRAFFIC CONTROL FOR WARNING OF POTENTIAL HAZARDS DURING CONSTRUCTION INCLUDING BUT NOT LIMITED TO FLASHING BARRICADES AROUND EQUIPMENT AND OBSTRUCTIONS.
6. LANE CLOSURE OF ROAD TO A SINGLE LANE REQUIRES THE USE OF A TRAFFIC FLAGGER AT EACH END OF THE BRIDGE.

APPLICABLE PERMITS

THE CONTRACTOR IS RESPONSIBLE FOR CONFORMING TO THE APPLICABLE PERMITS LISTED BELOW. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING THE CITY ROW PERMIT.

1. CITY ROW - NO FEE REQUIRED

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY Gopher State One-Call 1-800-252-1166 OR 651-454-0000.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHANGE 3903, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

SHOREWOOD, MINNESOTA
SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT
GENERAL CONSTRUCTION NOTES

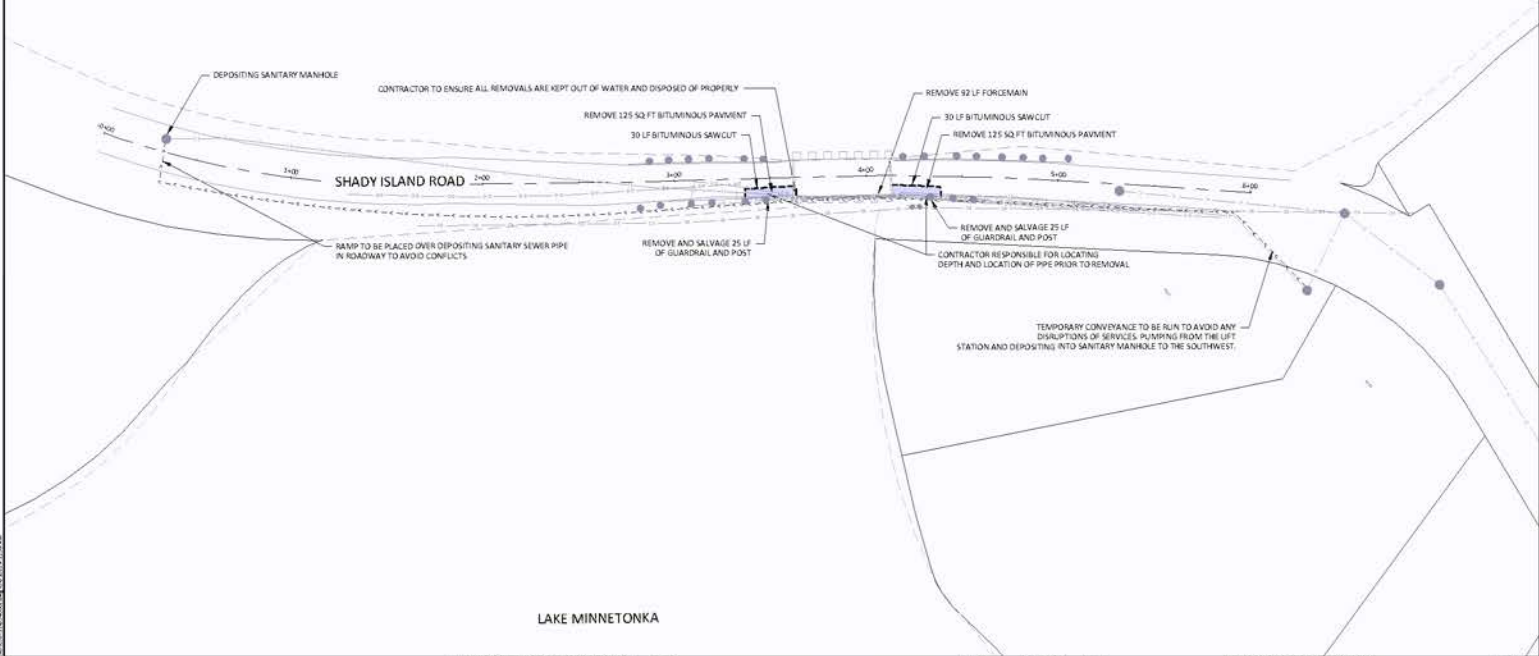
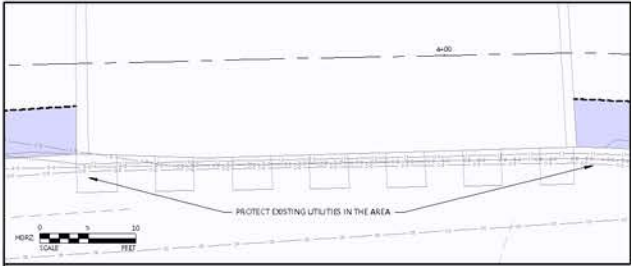
BOLTON & MENK

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Email: info@boltonmenk.com
www.boltonmenk.com

DATE: 05/11/2021
BY: [Signature]
CHECKED: [Signature]
DATE: 05/11/2021

SHOREWOOD, MINNESOTA
SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT
GENERAL CONSTRUCTION NOTES

SHEET
G0.03



SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT
 06/01/2021
 MITCHELL HOLT
 10000



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 SUITE 100, SHOREWOOD, MINNESOTA 55337
 Phone: (952) 980-0505
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DATE	BY	REV
06/01/2021	MITCHELL HOLT	1

SHOREWOOD, MINNESOTA	SHEET
SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT	C0.01
EXISTING CONDITIONS & REMOVALS	



NOTES:

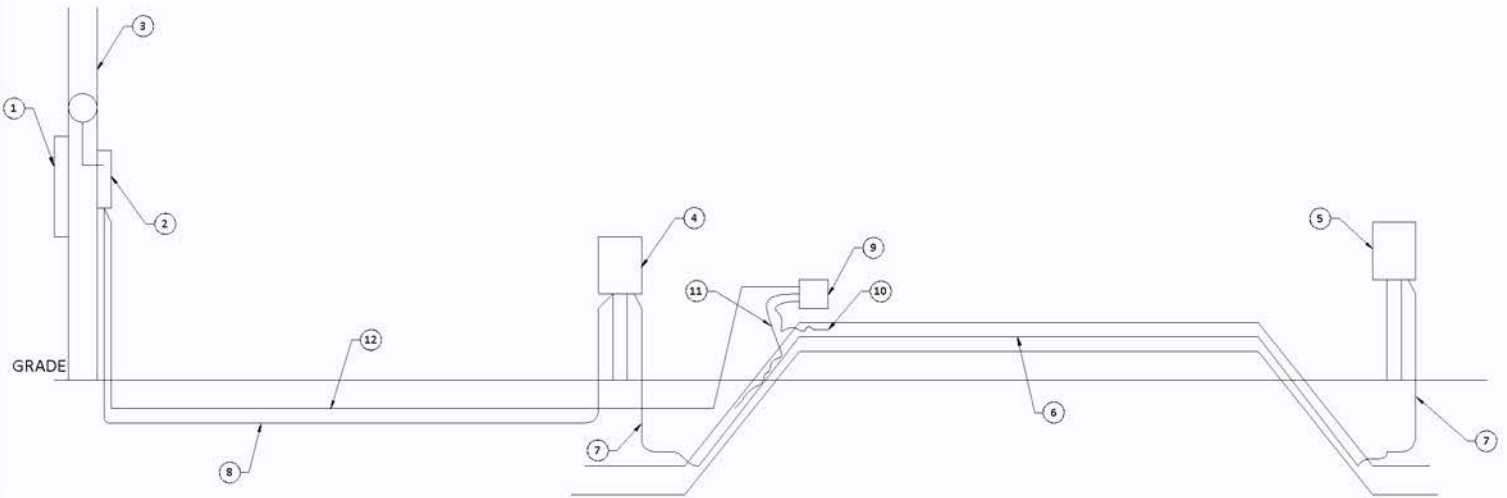
- EXISTING ELECTRICAL SERVICE SUPPLY 20 AMP CIRCUIT TO CONTROLLER
- 1/4" INVENT CONTROLLER CS90-485. MOUNT OPPOSITE THE ELECTRICAL SERVICE
- 1/4" FEDERAL SIGNAL SLMBP-012-024GB LIGHT. INSTALL ABOVE SERVICE EQUIPMENT AND ARRANGED SO IT IS VISIBLE FROM THE STREET. CONDUIT EXTENDING TO CONTROLLER SHALL NOT ENTER THE TOP OF THE CABINET. WIRE LIGHT PER FIGURE 2.7 OF THE CONTROLLER MANUAL.
- 1/4" HOFFMAN A12206CH5CFG ENCLOSURE MOUNTED ON A 4X4 TREATED POST. 1/4" INVENT PFC-P CONNECTION KIT
- 1/4" HOFFMAN A12206CH5CFG ENCLOSURE MOUNTED ON A 4X4 TREATED POST. ARRANGE ENCLOSURE AND MOUNT AT HEIGHT THAT ALLOWS THE WINDOW TO BE VIEWED FROM THE STREET. 1/4" INVENT RAYCLUC-LE END SEAL
- 1/4" 120' OF INVENT BKX-CT HEAT TAPE. INSTALL PER DETAILS
- 1/4" 1/2" SCH 80 PVC EXTENDING FROM ENCLOSURE BELOW GRADE TO THE POINT THE HEAT TAPE EXITS THE PIPE. INSTALL A 90 DEGREE ELBOW AT THE BOTTOM OF THE CONDUIT. INSTALL HEAT TAPE IN CONDUIT UP TO THE ENCLOSURE.

- 1/4" INSTALL THREE #10 STRANDED COPPER TYPE XHHW CONDUCTORS AND 3/4" SCH 80 PVC FROM THE CONTROLLER CABINET TO ENCLOSURE 4. SPICE POWER CONDUCTORS TO HEAT TAPE. (24VAC PLUS GROUND)
- 1/4" HOFFMAN A12206CH5CFG ENCLOSURE MOUNTED ADJACENT TO THE 45 DEGREE FITTING OF THE FORCE MAIN
- 1/4" INVENT RTD10CS TEMPERATURE SENSOR. INSTALL SENSOR 180 DEGREE FROM THE HEAT TAPE. INSTALL ABOVE GRADE AT A LOCATION NEAR THE 45 DEGREE FORCE MAIN FITTING. RUN SENSOR CABLE ALONG FORCE MAIN TO ENCLOSURE 9. SPICE SENSOR CABLE IN ENCLOSURE 9. INSTALL SENSOR SO SENSING PORTION IS IN DIRECT CONTACT WITH THE DIP FORCE MAIN
- 1/4" INVENT RTD10CS TEMPERATURE SENSOR. INSTALL SENSOR 180 DEGREES FROM THE HEAT TAPE. INSTALL SENSING PORTION OF SENSOR NO LESS THAN 12 INCHES BELOW GRADE. RUN SENSOR CABLE ALONG FORCE MAIN TO ENCLOSURE 9. SPICE SENSOR CABLE IN ENCLOSURE 9. INSTALL SENSOR SO SENSING PORTION IS IN DIRECT CONTACT WITH THE DIP FORCE MAIN
- 1/4" 3/4" INCH 1/2" SCH 80 PVC FROM THE CONTROLLER TO ENCLOSURE 9. 1/4" TWO BELDEN CABLES 83553. TERMINATE CABLE AT CONTROLLER AND SPICE TO TEMPERATURE SENSORS PER INSTRUCTION MANUAL.

HEAT TRACE & CONTROLLER SYSTEM

COMPONENT	QTY	UNIT
CONTROLLER CS90-485	1	EA
FEDERAL SIGNAL SLMBP-012-024GB BASE	1	EA
SLMP100W LIGHT	1	EA
INVENT PFC-P CONNECTION KIT	1	EA
INVENT RAYCLUC-LE END SEAL	1	EA
INVENT BKX-CT HEAT TAPE	120	LF
INVENT RTD10CS TEMPERATURE SENSOR	2	EA
BELDEN CABLES 83553	AS REQ	LF
HOFFMAN A12206CH5CFG ENCLOSURE (OR EQUAL)	1	EA
HOFFMAN A12206CH5CFG ENCLOSURE (OR EQUAL)	1	EA
HOFFMAN A12206CH5CFG ENCLOSURE (OR EQUAL)	1	EA

ALL OTHER MATERIALS REQUIRED FOR COMPLETE INSTALLATION ARE INCIDENTAL TO THE LUMP SUM BID ITEM



SHOREWOOD, MINNESOTA
SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT
ELECTRICAL LAYOUT

BOLTON & MENK

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DATE	BY	CHKD BY	REV
06/03/2021	MS		
06/03/2021	MS		
06/03/2021	MS		
06/03/2021	MS		
06/03/2021	MS		

SHOREWOOD, MINNESOTA
SHADY ISLAND BRIDGE FORCE MAIN REPLACEMENT
ELECTRICAL LAYOUT

SHEET
C1.02

PHELPS BAY



SHADY ISLAND ROAD

57 LF TURBIDITY BARRIER
36 LF SILT FENCE

75 LF TURBIDITY BARRIER

36 LF SILT FENCE

LAKE MINNETONKA



SHOREWOOD, MINNESOTA
SHADY ISLAND BRIDGE FORCENWAIN REPLACEMENT
STORMWATER POLLUTION PREVENTION PLAN
EROSION CONTROL



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DATE	BY	REV.
06/03/2021	MSH	1

SHOREWOOD, MINNESOTA
SHADY ISLAND BRIDGE FORCENWAIN REPLACEMENT
STORMWATER POLLUTION PREVENTION PLAN
EROSION CONTROL

SHEET
C2.01

QUOTE: Shady Island Bridge Forcemain Replacement
City of Shorewood

NOTE: QUOTES shall include sales tax and all applicable taxes and fees.

QUOTER must fill in unit prices in numerals, make extension for each item, and total.

LF = Linear Foot
VF = Vertical Foot
EA = Each
SQ FT = Square Foot
LS = Lump Sum

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
GENERAL					
1	MOBILIZATION	1	LS	\$ 12,900.00	\$ 12,900.00
2	TRAFFIC CONTROL	1	LS	\$ 2,250.00	\$ 2,250.00
3	DEWATERING	1	LS	\$ 23,000.00	\$ 23,000.00
4	TEMPORARY CONVEYANCE	1	LS	\$ 17,750.00	\$ 17,750.00
5	POT-HOLING	2	EA	\$ 950.00	\$ 950.00
6	REMOVE PAVEMENT AND EXCAVATE	250	SQ FT	\$ 5.75	\$ 1,437.50
7	REPLACE PAVEMENT AND FILL	250	SQ FT	\$ 16.20	\$ 4,050.00
8	REMOVE EXISTING FORCMAIN	92	LF	\$ 40.00	\$ 3,680.00
9	GUARDRAIL SALVAGE AND REINSTALL	1	LS	\$ 5,500.00	\$ 5,500.00
FORCEMAIN					
10	PRE-INSULATED 4" DIP CLASS 350 PIPE WITH METAL JACKET	51	LF	\$ 120.00	\$ 6,120.00
11	PRE-INSULATED 4" DIP CLASS 350 PIPE WITH HDPE JACKET	41	LF	\$ 135.00	\$ 135.00.00
12	HEATING TRACE & CONTROLLER SYSTEM	1	LS	\$ 47,500.00	\$ 47,500.00
13	8" ROLLER SUPPORT (HOT DIPPED GALVANIZED)	7	EA	\$ 265.00	\$ 1,855.00
14	FABRICATED PIPE STRAPS (HOT DIPPED GALVANIZED)	7	EA	\$ 485.00	\$ 3,395.00
15	CONNECT TO EXISTING FORCEMAIN	2	EA	\$ 9,500.00	\$ 19,000.00
16	AIR RELIEF SYSTEM	1	EA	\$ 1,065.00	\$ 1,065.00
17	FIELD INSULATED 4" DIP 45-DEGREE BEND	4	EA	\$ 3,675.00	\$ 14,700.00
EROSION CONTROL					
18	SILT FENCE (HAND SLICED)	67	LF	\$ 5.50	\$ 368.50
19	TURBIDITY BARRIER	132	LF	\$ 16.75	\$ 2,211.00
20	TURF RESTORATION	1	LS	\$ 750.00	\$ 750.00
Bid Total:					\$ 174,967.00

Authorized By: _____

Company: Minger Construction Co. Inc. _____

Its/Title: President _____

SECTION 00415 – RESPONSIBLE CONTRACTOR – PROPOSAL ATTACHMENT

Page 1 of 2

INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:


My company meets each of the minimum criteria in subclauses (1) – (6) of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

The undersigned understands that, if the undersigned is the apparent low bidder, the undersigned will be required to submit a supplemental verification under oath as a condition precedent to the execution of the contract. If the undersigned fails to provide the required supplemental verification, it could forfeit its bid bond.

I have attached a list of all of my company’s first-tier subcontractors that I intend to retain for work on the project.

Initial Contractor Verification of Compliance - Northwood Drive Sanitary Sewer Lining	
Authorized Signature of Owner or Officer: 	Printed Name: Luke Minger
Title: President	Date: 7/2/21
Company Name: Minger Construction Co. Inc.	

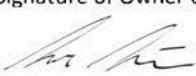
SECTION 00415 – RESPONSIBLE CONTRACTOR – PROPOSAL ATTACHMENT

Page 2 of 2

SUBCONTRACTORS LIST

SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of City Where Company Home Office is Located
Safety Signs	Lakeville, MN

Attach additional sheets if necessary.

Subcontractors List - Northwood Drive Sanitary Sewer Lining	
Authorized Signature of Owner or Officer: 	Printed Name: Luke Minger
Title: President	Date: 7/2/21
Company Name: Minger Construction Co. Inc.	

**QUOTE: Shady Island Bridge Forcemain Replacement
City of Shorewood**

NOTE: QUOTES shall include sales tax and all applicable taxes and fees.

QUOTER must fill in unit prices in numerals, make extension for each item, and total.

LF = Linear Foot
VF = Vertical Foot
EA = Each
SQ FT = Square Foot
LS = Lump Sum

Item No.	Item	Estimated Quantity	Unit	Unit Price	Total Amount
GENERAL					
1	MOBILIZATION	1	LS	\$ 6000.00	\$ 6000.00
2	TRAFFIC CONTROL	1	LS	\$ 3300.00	\$ 3300.00
3	DEWATERING	1	LS	\$ 17500.00	\$ 17500.00
4	TEMPORARY CONVEYANCE	1	LS	\$ 23500.00	\$ 23500.00
5	POT-HOLING	2	EA	\$ 450.00	\$ 900.00
6	REMOVE PAVEMENT AND EXCAVATE	250	SQ FT	\$ 19.00	\$ 4750.00
7	REPLACE PAVEMENT AND FILL	250	SQ FT	\$ 25.00	\$ 6250.00
8	REMOVE EXISTING FORCMAIN	92	LF	\$ 78.00	\$ 7176.00
9	GUARDRAIL SALVAGE AND REINSTALL	1	LS	\$ 6840.00	\$ 6840.00
FORCEMAIN					
10	PRE-INSULATED 4" DIP CLASS 350 PIPE WITH METAL JACKET	51	LF	\$ 1890.00	\$ 96390.00
11	PRE-INSULATED 4" DIP CLASS 350 PIPE WITH HDPE JACKET	41	LF	\$ 1885.00	\$ 77285.00
12	HEATING TRACE & CONTROLLER SYSTEM	1	LS	\$ 5500.00	\$ 5500.00
13	8" ROLLER SUPPORT (HOT DIPPED GALVANIZED)	7	EA	\$ 1875.00	\$ 12775.00
14	FABRICATED PIPE STRAPS (HOT DIPPED GALVANIZED)	7	EA	\$ 1215.00	\$ 8505.00
15	CONNECT TO EXISTING FORCMAIN	2	EA	\$ 7450.00	\$ 14900.00
16	AIR RELIEF SYSTEM	1	EA	\$ 4630.00	\$ 4630.00
17	FIELD INSULATED 4" DIP 45-DEGREE BEND	4	EA	\$ 1275.00	\$ 5100.00
EROSION CONTROL					
18	SILT FENCE (HAND SLICED)	67	LF	\$ 5.50	\$ 368.50
19	TURBIDITY BARRIER	132	LF	\$ 88.00	\$ 11616.00
20	TURF RESTORATION	1	LS	\$ 3260.00	\$ 3260.00
				Bid Total:	\$ 316,545.50

Authorized By: _____

G. F. Jedlicki, Inc.
2471 Galpin Court

Company: _____

Suite #110
Chanhassen, MN 55317

Its/Title: _____

President

SECTION 00415 – RESPONSIBLE CONTRACTOR – PROPOSAL ATTACHMENT

Page 1 of 2

INITIAL CONTRACTOR VERIFICATION OF COMPLIANCE

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

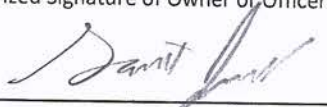
My company meets each of the minimum criteria in subclauses (1) – (6) of Minn. Stat. § 16C.285, subd. 3, the Responsible Contractor statute.

The undersigned understands that a failure to meet or verify compliance with the minimum criteria established for a “responsible contractor” as defined in Minn. Stat. § 16C.285, subd. 3, renders a bidder ineligible to be awarded a construction contract for the Project or to perform work on the Project.

The undersigned understands that a false statement under oath verifying compliance with any of the minimum criteria shall make the undersigned, ineligible to be awarded a construction project and may result in termination of a contract awarded to the undersigned. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

The undersigned understands that, if the undersigned is the apparent low bidder, the undersigned will be required to submit a supplemental verification under oath as a condition precedent to the execution of the contract. If the undersigned fails to provide the required supplemental verification, it could forfeit its bid bond.

I have attached a list of all of my company’s first-tier subcontractors that I intend to retain for work on the project.

Initial Contractor Verification of Compliance - Northwood Drive Sanitary Sewer Lining	
Authorized Signature of Owner or Officer: 	Printed Name: Garrett Jedlicki
Title: president	Date: 6/18/21
Company Name: G. F. Jedlicki, Inc. 2471 Galpin Court Suite #110 Chanhassen, MN 55317	

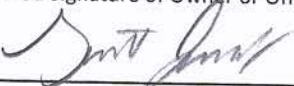
SECTION 00415 – RESPONSIBLE CONTRACTOR – PROPOSAL ATTACHMENT

Page 2 of 2

SUBCONTRACTORS LIST

SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of City Where Company Home Office is Located
Northwood Sanitary	Mpls MN
Harney Lites	Lakelle MN

Attach additional sheets if necessary.

Subcontractors List - Northwood Drive Sanitary Sewer Lining	
Authorized Signature of Owner or Officer: 	Printed Name: G. F. Jedlicki
Title: President	Date: 6/18/21
Company Name: G. F. Jedlicki, Inc. 2471 Galpin Court Suite #110 Chanhassen, MN 55317	

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

RESOLUTION 21-077

**A RESOLUTION TO AWARD LOW QUOTE FOR SHADY ISLAND FORCEMAIN
REPAIR**

WHEREAS, the City owns and maintains a forcemain and lift station that serves the residents on Shady Island; and

WHEREAS, the City was notified that an existing heat tape on the forcemain over the Shady Island bridge is not completely functional; and

WHEREAS, the forcemain is 50 years old and at risk of freezing if not repaired; and

WHEREAS, the city has solicited quotes for the work and the low quote of \$174,967 was received by Minger Construction Co, Inc; and

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

1. The City Council of the City of Shorewood, Minnesota accepts the low quote provided by Minger Construction Co, Inc. for the Shady Island Forcemain Repair for \$174,967.

Passed by the City Council of Shorewood, Minnesota this 12th day of July 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Buckthorn Removal Freeman Park

Meeting Date: July 12, 2021

Prepared By: Greg Lerud, City Administrator

Reviewed By: Larry Brown, Director of Public Works

9A

MEETING
TYPE
REGULAR

Attachments: Buckthorn removal proposals

Background: The city council requested staff to research this issue and provide options for a multi-year effort to remove buckthorn in an 18-acre project area in Freeman Park and reforest with native plant species. Since April, staff has been speaking to people well-versed in removal projects and researching options for removing buckthorn at Freeman Park. Here is a summary from my conversations and research on this issue:

1. Due to Buckthorn's highly invasive qualities and the impact to the native environment and species, it should be eradicated as quickly and effectively as possible so native plants can begin to return. The longer it takes, or the less effective the removal, the worse it is for the forest.
2. The native plants are more beneficial to pollinators than is buckthorn, or other non-native species.
3. Pathfinder and/or Garlon are used in most buckthorn removal projects because they are effective. Although both are systemic herbicides, they are non-toxic to pollinators.
4. Effective buckthorn removal requires a multi-year effort. Even if the buckthorn is removed, there is a multi-year supply of berries in the ground that will require ongoing maintenance.
5. There is strong passion on both sides of the use of chemicals to eradicate buckthorn, and there is evidence to support opinions of both sides.

Financial or Budget Considerations: The overall budget of this project is unchanged - \$50,000 DNR grant and \$20,000 city contribution. The project window is now until June 30, 2024.

Options: Some options have previously been discussed at the council level and dismissed. Those include doing nothing, and the use of bags to cover the cut stump of the buckthorn. Neither option is effective in eliminating the buckthorn currently present in the Park. The city received three proposals for the City Council to consider:

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.*

1. Tree Trust. Proposes to cut each buckthorn plant and treat the cut stump with Pathfinder. The cost of the proposed work is \$70,000. Advantages include the work just eliminates the buckthorn plants and no other species, keeping those non-buckthorn plants in the forest. In addition, Pathfinder is effective in killing the plant. The biggest disadvantage of this option is that it is very labor-intensive. As a result, the funds are all consumed in the initial year, with no grant funds available for future year treatments.

2. MN Native Landscapes. Submitted two proposals. Both proposals are well under the budget of \$70,000 which provides some money for future year maintenance.

A. The first one is to use a forest cutter to cut/shred everything in the project area that is not a protected tree, and then apply two foliar treatments over the area to kill regrowth. A replacement seed mix would be broadcast over the area. Advantages of this option include prepping the system to bring back native plants in the fastest way. Disadvantages include eliminating all small growth plants.

B. The second option is to forestry mow the entire area, then broadcast the buckthorn replacement mix and use goat browsing over two years to manage regrowth.

Recommended Action: Staff provided the proposals from Tree Trust and MN Native Landscapes to the DNR, and the DNR said from their perspective, any of their proposals are eligible to be funded by the grant funds. Both companies have an excellent reputation and are very experienced in buckthorn removal, and staff is confident that either company can complete the project.

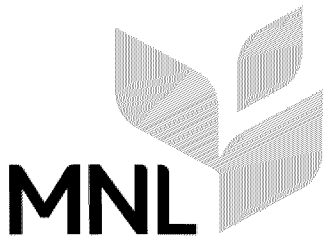
Staff believes that the Tree Trust proposal would initially be the most effective course of action in knocking down the existing buckthorn. But the cost to do that work would consume the entire grant and city contribution, meaning additional outside funding would not be available for work in future years.

The proposal from MN Native Landscapes to cut and treat with a broadcast of herbicide would likely meet with some community opposition, because it does not apply the herbicide directly to the cut plant.

Staff therefore recommends the alternate bid from MN Native Landscapes in the amount of \$41,850. This option funds a three-year plan and given that this amount is well under the total budget of \$70,000, staff will work with MN Native Landscapes for additional options to treat for buckthorn within the grant time period.

Additionally, the city has heard interest expressed in forming a group of volunteers to assist with the ongoing maintenance of this area. Perhaps a "Friends of Freeman Park" can be established that could assume responsibility for future buckthorn control in this area.

Next Steps and Timeline: Staff will notify both vendors of the City Council's decision. Work would likely not begin until later this year, as it is a preferred time to cut buckthorn.



To: Greg Lerud
City of Shorewood
Date: June 24, 2021

Quote for Woodland Restoration at Freeman Park – Shorewood MN

Project Area: Approximately 15 acres

Base Bid – Forestry mowing with follow up foliar treatment:

1. Fall/Winter 2021-2022 – conduct forestry mowing of entire unit targeting invasive woody species. Care will be taken not to damage desirable trees. All invasive woody material located around save trees will be hand cut and forestry mowed.
2. After forestry mowing operations broadcast seeding of MNL Buckthorn Replacement Mix will be done via utv or hand broadcast seeding. If site conditions do not allow for seeding at this time, seed installation will occur after the first foliar treatment in the fall of 2022.
3. Late Summer/Fall 2022 – conduct follow up foliar treatment of invasive woody species re-sprouts. Care will be taken not to damage any desirable vegetation.
4. Late Summer/Fall 2023 – conduct a 2nd follow up foliar treatment.

Alternate – Chemical Free – Forestry mowing with goat browsing:

1. Fall/Winter 2021-2022 – conduct forestry mowing of entire unit targeting invasive woody species. Care will be taken not to damage desirable trees. All invasive woody material located around save trees will be hand cut and forestry mowed.
2. After forestry mowing operations broadcast seeding of MNL Buckthorn Replacement Mix will be done via utv or hand broadcast seeding. Seeding should occur prior to first round of goat browsing to allow for added seed to soil contact from grazing process.
3. Conduct goat browsing as needed for 2022 and 2023. For quote purposes we have quoted 2 rounds of grazing that could occur in 2022 or 2023.

Base Bid:

Item	Units	Qty	Unit Price	Total Price
Mobilization	LS	1	\$3,000.00	\$3,000.00
Forestry Mowing	AC	15	\$820.00	\$12,300.00
Installation of Buckthorn Replacement Mix	AC	15	\$770.00	\$11,550.00
Follow Up Foliar Treatment	AC	15	\$400.00	\$6,000.00
2 nd Follow Up Foliar Treatment	AC	15	\$300.00	\$4,500.00
TOTAL:				\$37,350.00

Alternate Bid:

Item	Units	Qty	Unit Price	Total Price
Mobilization	LS	1	\$3,000.00	\$3,000.00
Forestry Mowing	AC	15	\$820.00	\$12,300.00
Installation of Buckthorn Replacement Mix	AC	15	\$770.00	\$11,550.00
Goat Browsing (Includes Mobilization, Fencing, and Animal Welfare Services)	Per Occurrence	2	\$7,500.00	\$15,000.00
TOTAL:				\$41,850.00

Notes:

1. This quote does not include prevailing wage rates.
2. Stocking density and paddock sizes will be determined by MNL Grazing Coordinator at the time of goat browsing.
3. MNL does not warranty against acts of vandalism, severe drought, flooding or damages caused by wildlife.
4. This quote is good for a period of 30 days. All work will be billed following completion, with payment being due within 30 days of receipt of invoice.

Submitted By:

Joshua C. Hanson Date: June 24, 2021

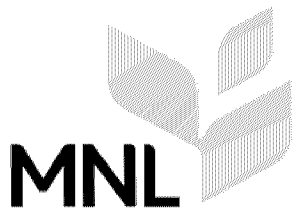
Josh Hanson

Josh.hanson@MNLcorp.com

To accept this quote sign here:

Sign

Date



Conservation Grazing Program

Our Conservation Grazing Program provides the most ecologically comprehensive land management service in the region. Through the planned impact of livestock grazing, MNL provides an additional tool for land managers on large and small tracts of land, both public and privately owned, to achieve ecological goals. MNL's Conservation Grazing Program takes an integrated and holistic approach to regenerative land management, deploying the appropriate species and class of livestock with precision accuracy to achieve our customer's ecological, conservation, and production goals.

Services provided:

- Conservation Grazing Planning
- Ecosystem Enhancement
- Vegetation Management
- Fire Fuels Reduction
- Patch-Burn Grazing
- Trample seeding
- Site Preparation Grazing

Benefits of grazing:

- Ecologically appropriate habitat enhancement
- Local and regenerative food production
- Reduce or eliminate herbicide use
- Increases rate of nutrient cycling
- Improves water infiltration rates
- Targeted vegetation management



Grazers we utilize:

- **Sheep**
 - Effective on large to small scale properties
 - Conducive to prairies, savannas, and lowland properties
 - Ideal for low impact pollinator habitat management
- **Goats**
 - Effective on large to small scale properties
 - Conducive to prairies, savannas, and woodlands
 - Popular for buckthorn control
 - Ideal for brush control following forestry mowing
- **American Bison**
 - Optimally effective on large land tracks
 - Conducive to prairie and savanna ecosystems
 - Ideal in long term land management plans

The Process: MNL works with each land manager to customize a Conservation Grazing Plan which meets the needs, ecological goals, and desired outcomes of any landscape. Depending upon those goals, the time of year, stage of ecological succession, and site-specific conditions of each project, the Conservation Grazing Plan is developed by the landowner and MNL's Grazing Coordinator. MNL then deploys and manages the appropriate species to execute the grazing plan. Livestock are rotated through the landscape with precision accuracy to achieve the desired ecological outcome. Sheep and goats are easily deployed using simple electric fencing and water systems - a very agile and temporary approach. Bison require additional project planning and permanent infrastructure. All grazing operations and ecological outcomes are monitored, and grazing plans are adjusted as needed to continue meeting the expectations of the customer.



Proposal

**CITY OF SHOREWOOD
MN**

Sales: Casey C Johnson

**City of Shorewood- FREEMAN PARK FOREST
RESTORATION- 2021 Buckthorn management plan**
Shorewood, Minnesota 55331

Est ID: EST2416142

Email: lbrown@shorewoodpw.com

Date: Apr-05-2021

Phone: 952-960-7913

Tree Trust will provide the labor, equipment and materials to perform the proposed work unless otherwise stated in description below. Quotation valid for thirty (30) days.

Woodland Restoration: Buckthorn Removal and Stump Treatment

\$70,000.00

Forest Restoration: Initial phase of Restoration of native trees and understory plants

Removal and Treatment of Buckthorn within Freeman Park as defined by satellite image provided:

>~18 acres within W-NW wooded land of Freeman Park

>jobsite includes trail, proximity to recreational parkland, and is adjacent to rail way ROW

>work to coincide with guidelines in DNR Operational Order 113

REMOVAL:

-remove sprouted and developed Buckthorn to ground at stump flare at turf level

>basal cut flush for herbicide to follow briefly/immediately following removal cut

-debris allocated to central-zone secured and selected at city and Tree Trust Discretion for debris staging, drying, and piling

TREATMENT:

-basal herbicide, water-soluble, *Pathfinder** herbicide

-applied in appropriate haste within several hour time window following removal of stem

Equipment and Labor Summary:

>700 hours labor with trained tree-crew with certified arborists on staff

-treatment is highly dependent of rainy conditions; removal of buckthorn to be predicated on dry conditions. Work must be divided to consider proper work protocol with treatment process

>2 branch loaders to support labor hours above

>Certified Herbicide applicator to perform stump treatments

****Brief notes on Pathfinder Herbicide:***

>non-petroleum based

>water "friendly" and used along other municipal watershed areas served by Tree Trust

	Subtotal	\$70,000.00
	Taxes	\$0.00
	Estimate Total	\$70,000.00

TREE TRUST - LANDSCAPE SERVICES

"...Transforming Lives and Landscapes."

Taxes: (may not apply)

Prices above do not include tax. Applicable taxes based on zip-code and township will be applied to invoice at time of job completion.

Scheduling:

1) The date and time for work to be performed will be coordinated to maximize efficiency and production of Tree Trust equipment and staff and may occur at any time Monday-Friday during normal business hours unless otherwise agreed with Sales Arborist.

2) Schedules are subject to weather and conditions outside of our control.

Terms:

>Payment is due upon project completion unless different terms are agreed upon by client and contractor.

>As specified, the work to be performed will be completed in a professional and timely manner according to the agreement.

>Deviation or alteration to proposed work should be submitted in writing to your Sales Arborist

>WORK SCOPE IS TO BE LIMITED TO LINE-ITEM SPECIFICATIONS

>DEVIATIONS FROM SPECIFIED WORK WILL RESULT IN ADDITIONAL CHARGES AT AN HOURLY RATE

>ANY WORK REQUESTED OUTSIDE SCOPE SPECIFIED ON WORK ORDER MAY REQUIRE A SEPARATE VISIT

-our work plans are tightly constructed for efficiency during the day; our crew may not be able to accommodate additional requests on that same work day

>Any work involving utility companies, the general public, high-traffic thoroughfares, or similar will be conducted with safety as a highest priority for ourselves and the public

NOTE ON PAYMENT PROCESS:

Payment is due upon receipt of invoice unless different terms are agreed upon by client and contractor. Invoices to be emailed within 1-2 weeks of project completion.

A 1% finance charge may be applied to any outstanding balances after 30 days of receipt of an invoice

Clients with no email will receive an invoice copy with ~5-10 business days of project completion per U.S. Mail

Approval:

If you agree to the conditions of this proposal and would like to have the above described work performed by Tree Trust

Landscape Services, please follow one of these options for confirmation of work:

- 1) Provide notice of approval by **email to casey.johnson@treetrust.org**.
- 2) Contact our office **612-297-2703 to indicate approval** (with written consent to follow).
- 3) Mail in a signed copy to **1419 Energy Park Dr., St. Paul, MN 55108** (ATTN: Landscape Services Department).

Sincere Thanks – Our goals are your future projects; We look forward to earn your positive reference in the community!

Contractor:



Casey C Johnson

Client:

Signature Date:

04/06/2021

Signature Date:

Email: casey.johnson@treetrust.org

From: Alan Yelsey <a.yelsey@gmail.com>

Sent: Friday, July 9, 2021 12:08 PM

To: Jennifer Labadie <JLabadie@ci.shorewood.mn.us>; Greg Lerud <GLerud@ci.shorewood.mn.us>; Patrick Johnson <PJohnson@ci.shorewood.mn.us>; Paula Callies <pcallies@ci.shorewood.mn.us>; Nathaniel Gorham <NGorham@ci.shorewood.mn.us>; Debbie Siakel <DSiakel@ci.shorewood.mn.us>

Subject: Freeman Park Buckthorn Removal

I request that this letter be included in the packet and presentation on Monday July 12th since I will be unavailable to join the meeting.

Prioritizing resident needs is a critical part of your role in Shorewood.
For Freeman Park, resident priorities are:

- 1) Safety - traffic safety for all sports participants
- 2) Non-contamination of drinking water, ponds, streams, lakes, wildlife, human life
- 3) Accessibility and Enjoyment - trail maintenance, above water trail surfaces, rest benches, non-muddy dog walking surfaces, enjoyment of environment and wildlife
- 68th) Buckthorn Removal - the users of Freeman Park definitely want safety and well surfaced and maintained walking paths - not necessarily buckthorn removal - Items 1,2 and 3 should be the priority of the City and should be part of a comprehensive plan. Why remove buckthorn and plant flowers and bushes when the park is unsafe, inaccessible for many, muddy and disruptive to natural ecology.

With that said, it appears the proposal from the City Administrator takes into consideration the deep concern of neighbors about contamination of the water supply, respects budgetary choices by using a grant, and attempts to make the park more enjoyable through new bee and wildlife friendly plantings. We support that intent and option B.

However:

- 1) The City has again provided only 2 days for residents to review and respond to your very large meeting packet, which is unacceptable. Meetings that include a final vote on any significant resident matter should never occur without at least 1 full prior week for review and comment. New material is in the packet that was not available when prior discussions occurred.
- 2) Because the City has un-democratically restricted resident speech to 3-5 minutes, I request that this letter be included in the packet and presentation regarding this matter.
- 3) The description of the project continues to be inaccurate and unclear in my view. First, the use of

the word "foliar" can mean the broadcasting of fertilizer or pesticides. Whenever pesticides, herbicides, insecticides or other chemicals are proposed, the chemicals and effects should be explicitly identified. Reliance on the word "foliar" is misleading and unhelpful.

4) The entire 18 acres under discussion are lowlands and support a limited number of "native" plants. Buckthorn is present and provides cover and protective habitat for deer, rabbits and other wildlife. The clearcutting and emphasis on total eradication of buckthorn is City initiated and is not necessary for residents to enjoy the walking paths and the park. Many plantings will not sustainably grow due to the soil and high water tables in the park.

5) Mention is made of the potential use of pesticides that are "non-toxic to bees". Those potential pesticides are clearly toxic to humans and fish, and have the potential to be toxic long term to bees, insects and animal life. The City has a standing resolution declaring that it would not use systemic pesticides.

In summary, option B is an appreciated approach, However, a comprehensive approach to priorities 1,2 and 3 should also be established by the City immediately.

Thank you.

--

Alan Yelsey
26335 Peach Circle, Shorewood



City of Shorewood Council Meeting Item

Title/Subject: Bond Sale Results

Meeting Date: July 12, 2021

Prepared By: Joe Rigdon, Finance Director

Reviewed By: Greg Lerud, City Administrator

9B

MEETING
TYPE
REGULAR

Attachments: Letter from Shannon Sweeney of David Drown Associates
Resolution

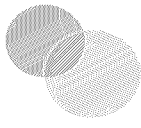
Background: In order to finance the following 2021 street and utility projects, the Council previously authorized the competitive negotiated sale of General Obligation street reconstruction and utility revenue bonds:

- Smithtown Pond Trail
- Glen/Amlee/Manitou
- Sweetwater Curve
- 2021 Mill & Overlay

S&P Global Ratings has assigned its AA+ rating to the bonds.

The 2021A bond sale is scheduled for July 12, 2021 and Shannon Sweeney from David Drown Associates will be at the City Council meeting to present the results of the sale. The attached draft of the bond award resolution will be updated with the sale results.

Recommended Action: Staff recommends approval of a Resolution awarding sale of General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2021A, fixing the form and specifications thereof, providing for their execution and delivery, and levying taxes and providing for their payment.

**DDA****David Drown Associates, Inc.
Public Finance Advisors**

Cologne Office:
10555 Orchard Road
Cologne, MN 55322
Phone: (952) 356-2992
shannon@daviddrown.com

July 6, 2021

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

RE: 2021 General Obligation Street Reconstruction & Utility Revenue Bonds

Honorable Mayor, Councilmembers, Administrator Lerud, and Director Rigdon:

The City Council has previously initiated a variety of street and utility reconstruction projects identified in the Capital Improvement Plan and the Street Reconstruction Plan. As a part of this process we have been assisting the City with the issuance of General Obligation Street Reconstruction and Utility Revenue Bonds for funding eligible project costs.

The City Council previously initiated a competitive sale of bonds and authorized the purchase of a credit rating from Standard & Poor's. On July 12, 2021 we will be receiving bids for the purchase of bonds and will be presenting those bids to the City Council for award that evening. A draft of the award resolution is attached for consideration. This resolution will be updated with information received from the low bidder on the day of sale.

Please feel free to contact me with any questions regarding the attached materials. Thank you for your time and consideration.

Sincerely,

Shannon Sweeney, Associate
David Drown Associates, Inc.

Extract of Minutes of Meeting of the
City Council of the City of Shorewood
Hennepin County, Minnesota

Pursuant to due call and notice thereof, a meeting of the City Council of the City of Shorewood, Minnesota, was duly held at the City Hall in the City, on Monday, July 12, 2021, at 7:00 o'clock P.M.

* * *

* * *

* * *

The Mayor announced that the meeting was convened for the purpose of considering proposals for the purchase of \$[_____] General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2021A.

* * *

* * *

* * *

It was reported that _____ (____) proposals for the purchase of the City's General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2021A (the principal amount being subject to adjustment in accordance with the Terms of Offering), had been received prior to 12:00 p.m., Central Time, pursuant to the Terms of Offering contained in the Preliminary Official Statement, dated [July ___, 2021]; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

SEE ATTACHED

The Council introduced the following written resolution and moved its adoption:

RESOLUTION NO. 2021-078

RESOLUTION AWARDING SALE

\$[_____]

**GENERAL OBLIGATION STREET RECONSTRUCTION AND UTILITY
REVENUE BONDS, SERIES 2021A,
FIXING THE FORM AND SPECIFICATIONS
THEREOF, PROVIDING FOR THEIR EXECUTION AND
DELIVERY, AND LEVYING TAXES AND PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the City Council (the “**City Council**”) of the City of Shorewood (the “**City**”), Minnesota, as follows:

ARTICLE I

AUTHORIZATION AND SALE

1.01. Authorization and Purpose. At a meeting held on July 12, 2021, this City Council determined to sell and issue its general obligation bonds of the City in the total aggregate principal amount of approximately \$[_____] (as more fully described herein, the “**Bonds**”). In the Terms of Offering (the “**Terms of Offering**”), the City reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Terms of Offering are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this Article. The Bonds consist of two components issued for the purposes described in Section 2.09 hereof.

1.02. Sale. The City Council, having been advised by David Drown Associates, Inc., its independent municipal advisor (the “**Municipal Advisor**”), previously authorized its Municipal Advisor to solicit proposals on behalf of the City for the sale of the Bonds (as defined below) on a competitive basis without requirement of published notice, all in accordance with Minnesota Statutes, Section 475.60, Subdivision 2. The City Council has publicly received and considered all proposals presented in conformity with the Terms of Offering. The most favorable of such proposals is ascertained to be that of [PURCHASER] (the “**Purchaser**”) to purchase the Bonds at a price of \$[_____] plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Offering and this resolution. The proposal of the Purchaser is hereby accepted and the sale of the Bonds is hereby awarded to the Purchaser.

1.03. Execution of Documents; Good Faith Deposit. The Mayor, the City Administrator, City Clerk and the Finance Director (including anyone authorized to act on his or her behalf, the “**Authorized Officers**”), or each individually, is authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser. The Finance Director of the City is directed to deposit the good faith deposit of the Purchaser, specified in the Terms of Offering, pending delivery of the Bonds and payment therefor.

1.04. Compliance with the Laws. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed

precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, the City Council hereby finds and determines that it is necessary for this City Council to provide for the issuance, sale and deliver of the Bonds, to establish the form and terms of the Bonds and to provide for the payment and the security thereof.

ARTICLE II

AUTHORIZATION; BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY

2.01. Authorization and Designation. The City Council hereby authorizes the issuance of its General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2021A under the terms provided in this resolution.

2.02. Maturities, Interest Rates and Denominations. The Bonds shall be originally dated their date of original issue and delivery (July 28, 2021), shall be issued and sold in denominations of \$5,000 or any integral multiple thereof within a single maturity, shall mature on February 1 in the years and amounts set forth below and shall bear interest at the rates per annum set forth below opposite such years and amounts from their date of original issue or from the most recent Interest Payment Date to which interest has been paid or duly provided for until paid or duly called for redemption (if any), as follows:

Maturity Date (February 1)	Principal Amount	Interest Rate
2023	\$	%
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest thereon and, upon

surrender of each Bond, the principal amount thereof, shall be paid by check or draft issued by U.S. Bank National Association (the “Paying Agent”) described herein; provided, however, that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, the principal of and the interest on the Bonds shall be paid in accordance with the operational arrangements of the securities depository.

The maturities set forth above, together with the maturities of all other outstanding general obligation bonds of the City, meet the requirements of Minnesota Statutes, Section 475.54.

2.03. Dates and Interest Payments. Upon initial delivery of the Bonds pursuant to Section 2.07 hereof and upon any subsequent transfer or exchange pursuant to Section 2.06 hereof, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. The interest on the Bonds shall be payable on February 1 and August 1 (each, an “**Interest Payment Date**”), commencing February 1, 2022, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day the (“**Record Date**”).

If any payments of interest due on the Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Bonds as of a special date of record for payment of such defaulted interest as shall be designated by the Registrar whenever monies for the purpose of paying such defaulted interest becomes available.

If the date for payment of the principal of or the interest on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the principal corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

2.04. Redemption.

(a) **Optional Redemption.** All Bonds maturing on or after February 1, 2029, are subject to redemption and prior payment in whole or in part in such order as the City may determine and by lot within a maturity at the option of the City on February 1, 2028, and any date thereafter at par and accrued interest. All Bonds shall be redeemed at a price of par plus accrued interest to the date of redemption. If redemption is in part, the selection of the amounts and maturities of the Bonds to be redeemed shall be at the discretion of the City. If only part of the Bonds having a common maturity date are called for redemption, then the City or Paying Agent, if any, will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed.

(b) **Notice of Redemption.** Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first class mail, postage prepaid, not more than 60 days and not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then

registered owner of the Bonds) to the registered owners at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption to whom such notice has not been given as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date.

2.05. Appointment of Initial Registrar. The City hereby appoints U.S. Bank National Association in St. Paul, Minnesota, as the initial bond registrar, transfer agent and paying agent (the “**Registrar**”). The Authorized Officers, or each individually, is authorized to execute and deliver, on behalf of the City, a contract with the Registrar (the “**Registrar Agreement**”). The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the City and a successor Registrar.

The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The Registrar shall notify the City in writing of any changes in its principal corporate trust office as set forth in this Section.

Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar.

The City reserves the right to remove the Registrar upon thirty (30) days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Authorized Officers, or each individually, is authorized to remove the Registrar as provided herein if such officer determines removal is in the best interest of the City. Upon such removal, any Authorized Officer may appoint a successor Registrar and execute a Registrar Agreement with such successor Registrar in a form substantially similar to that approved by the City Council pursuant to this Resolution, but with such changes as such officer deems appropriate or necessary.

2.06. Registration. The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form

satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after any Record Date and until the immediately succeeding Interest Payment Date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the City. If the

mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

2.07. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the manual or facsimile signatures of each of the Mayor and the City Clerk, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so executed and authenticated, they shall be delivered by the Finance Director to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

2.08. Securities Depository.

(a) For purposes of this section the following terms shall have the following meanings: “Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the City agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the City may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and neither the Registrar nor the City shall be affected by any notice to the contrary. Neither the Registrar nor the City shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the City to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) If the City determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the City may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Authorized Officers, or each individually, if not previously filed with DTC, is hereby authorized and directed.

(e) If any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. If Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also

apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

2.09. Components of the Bonds. The Bonds consist of two components: (a) \$[_____] in principal amount of Bonds (the “**Utility Portion**”) which are being issued pursuant to Minnesota Statutes, Section 444.075 for the purpose of financing construction of the sewer, water and storm sewer improvements as outlined in the City’s 10-year Capital Improvement Plan (the “**Utility Projects**”), and (b) \$[_____] in principal amount of Bonds (the “**Street Reconstruction Portion**”) which are being issued pursuant to Minnesota Statutes, Section 475.58, Subdivision 3b for the purpose of financing a portion of the street reconstruction (the “**Street Reconstruction Project**”) described in the 5-year street reconstruction plan approved by the City Council on May 11, 2020. The Utility Portion and the Street Reconstruction Portion consist respectively of Bonds maturing in the years and amounts as follows:

<u>Year</u>	<u>Utility Portion</u>	<u>Street Reconstruction Portion</u>
2023	\$	\$
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		

[remainder of page intentionally left blank]

ARTICLE III
FORM OF BONDS

The Bonds, the Registrar's Authentication Certificate and the form of assignment shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF SHOREWOOD

No. _____ \$ _____

GENERAL OBLIGATION
STREET RECONSTRUCTION AND UTILITY REVENUE BOND,
SERIES 2021A

Interest Rate	Maturity	Date of Original Issue	CUSIP
		July ___, 2021	

Registered Owner: Cede & Co.

Principal Amount:

The City of Shorewood, Hennepin County, Minnesota, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, the Principal Amount specified above on the maturity date specified above, upon the presentation and surrender hereof, and to pay to the Registered Owner hereof interest on such Principal Amount at the Interest Rate specified above from July [28], 2021, or the most recent interest payment date to which interest has been paid or duly provided for as specified below, on February 1 and August 1 of each year, commencing February 1, 2022, until said principal amount is paid. Principal is payable in lawful money of the United States of America at the office of U.S. Bank National Association, in St. Paul, Minnesota, as Bond Registrar or of its successor as Bond Registrar designated by the City upon 60 days' notice to the registered owners at their registered addresses. Interest shall be paid on each February 1 and August 1 interest payment date by check or draft mailed to the person in whose name this Bond is registered at the close of business on the 15th day of the month preceding each interest payment date (whether or not a business day) at said person's address set forth on the registration books maintained by the Bond Registrar. Any such interest not punctually paid or provided for will cease to be payable to the owner of record as of such regular record dates and such defaulted interest may be paid to the person in whose name this Bond shall be registered at the close of business on a special record date for the payment of such defaulted interest established by the Bond Registrar.

All Bonds maturing on or after February 1, 2029, are subject to redemption and prior payment in whole or in part in such order as the City may determine and by lot within a maturity at the option of the City on February 1, 2028, and any date thereafter at par and accrued interest. Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the

redemption date shall be given by the Registrar by mailing such notice by first class mail, postage prepaid, not more than 60 days and not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds) to the registered owners at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption to whom such notice has not been given as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. Any Bond called for redemption, and for the payment of which moneys are set aside by the City on the redemption date, shall not bear interest after the redemption date, regardless of any delay in its presentation.

During such time as this Bond is registered in the name of Cede & Co., as nominee of Depository Trust Company ("DTC"), the method of payment, notice of redemption and certain other matters are subject to the terms of the Representation Letter executed by the City and DTC prior to the date of issuance of the Bonds as such Representation Letter may be amended from time to time.

This Bond is one of an issue of Bonds in the aggregate principal amount of \$[____], all of like date and tenor except as to maturity, interest rate and redemption privilege, issued pursuant to and in full conformity with the Constitution and Laws of the State of Minnesota, including Minnesota Statutes, Section 444.075 and Chapter 475, including Section 475.58, Subd. 3b, for the purpose of constructing certain utility improvements and street reconstruction. This Bond is payable from (i) ad valorem taxes levied under the Resolution, and, (ii) to the extent provided by the Resolution described below, net revenues of the City's sewer, water and storm sewer utilities. Notwithstanding the foregoing, this Bond constitutes a general obligation of the City and to provide moneys for the prompt and full payment of said principal and interest as the same become due the full faith and credit of the City is hereby irrevocably pledged, and the City will levy additional ad valorem taxes on all taxable property in the City, if required for such purpose, without limitation as to rate or amount.

This Bond is transferable, as provided by the Resolution of the City Council authorizing the issuance of the Bonds of this series adopted July 12, 2021 (the "Resolution"), only upon books of the City kept at the office of the Bond Registrar by the Registered Owner hereof in person or by the Registered Owner's duly authorized attorney, upon surrender of this Bond for transfer at the office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by, the Registered Owner hereof or the Registered Owner's duly authorized attorney, and, upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, one or more fully registered Bonds of the series of the same principal amount, maturity and interest rate will be issued to the designated transferee or transferees. The Registered Owner of this Bond may be treated as the absolute owner hereof for all purposes.

The Bonds of this series are issuable only as fully registered bonds without coupons in denominations of \$5,000 or any integral multiple thereof not exceeding the principal amount maturing in any one year. As provided in the Resolution and subject to certain limitations therein set forth, the Bonds of this series are exchangeable for a like aggregate principal amount of Bonds of this series of a different authorized denomination, as requested by the Registered Owner or the owner's duly authorized attorney upon surrender thereof to the Bond Registrar.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to and in the issuance of this Bond have been done, have happened and have been performed in regular and due form, time and manner as required by law and that this Bond, together with all other indebtedness of the City outstanding on the date of its issuance, does not exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF, the City of Shorewood, Minnesota, by its City Council, has caused this Bond to be executed in its behalf by the facsimile signature of the Mayor and by the facsimile signature of the City Clerk, all as of the Date of Original Issue specified above.

(Facsimile Signature)
Mayor

(Facsimile Signature)
City Clerk

BOND REGISTRAR'S
CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This is one of the Bonds described in the within mentioned Resolution and this Bond has been registered as to principal and interest in the name of the Registered Owner identified above on the registration books of the City of Shorewood, Minnesota.

Dated: July [28], 2021

U.S. BANK NATIONAL ASSOCIATION
As Bond Registrar

By _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

(Please Print or Typewrite Name and Address of Transferee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Please Insert Social Security Number or Other
Identifying Number of Assignee

Notice: The signature to this assignment must correspond
with the name as it appears on the face of this Bond in
every particular, without alteration or any change
whatever

Signature Guaranteed:

Signatures must be guaranteed by a national bank or trust
company or by a brokerage firm having membership in
one of the major stock exchanges.

ARTICLE IV

USE OF PROCEEDS

Use of Proceeds.

(i) \$[_____] of the proceeds of the Bonds shall be accounted for as a separate construction fund and used for construction of the Utility Project. \$[_____] of the proceeds of the Bonds shall be accounted for as a separate construction fund and used for the Street Reconstruction Project. \$[_____] of the proceeds of the Bonds shall be deposited in the Debt Service Fund and used to pay interest on the Street Reconstruction Portion of the Bonds due [February 1, 2022].

(ii) The remainder of the proceeds of the Bonds may be disbursed by the City to pay the costs of issuing the Bonds. The City may also pay such costs from other legally available moneys.

ARTICLE V

CREATION OF FUNDS; ESTABLISHMENT AND PLEDGE OF TAX LEVIES; INVESTMENTS

Section 5.01. General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2021A Debt Service Fund. The principal of and the interest on the Bonds shall be paid

from a “General Obligation Street Reconstruction and Utility Revenue Bonds, Series 2021A Debt Service Fund” (the “**Debt Service Fund**”) which shall be created and maintained on the books of the City as a separate debt payment fund until the Bonds, and all interest thereon, are fully paid. All available net revenues of the City’s sewer, water and storm sewer systems, to the extent necessary to pay principal and interest on the Utility Portion of the Bonds, and the ad valorem taxes levied and collected as hereinafter specified shall be credited to the Debt Service Fund, as well as any other funds appropriated by the City for the payment of the Bonds. The net revenues of the sewer, water and storm sewer system are hereby pledged to the payment of principal and interest on the Utility Portion of the Bonds, but not the Street Reconstruction Portion. The City hereby covenants that it shall impose and collect charges of the nature authorized by Minnesota Statutes, Section 444.075, at the times and in the amounts sufficient to pay principal and interest on the Utility Portion of the Bonds. If any payment of principal of or interest on the Bonds shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the City Treasurer shall pay the same from any other available fund of the City, and such other fund shall be reimbursed for such advances out of the proceeds of such revenues and the taxes levied for the payment of the Bonds when available.

The moneys and investments in the Debt Service Fund shall be used for no other purpose than to pay principal and interest on the Bonds until such principal and interest shall have been paid in full.

Section 5.02. General Obligations; Establishment and Pledge of Tax Levies. The Bonds shall be direct, general obligations of the City, and the City irrevocably pledges the full faith and credit and the tax power of the City to the prompt payment of the principal of, premium, if any, and the interest on the Bonds as the same become due. As required by Minnesota Statutes, Section 475.61, Subdivision 1, there is hereby levied on all taxable property in the City a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the City, as follows:

Levy Year	Collection Year	Amount
2022	2023	\$
2023	2024	
2024	2025	
2025	2026	
2026	2027	
2027	2028	
2028	2029	
2029	2030	
2030	2031	
2031	2032	
2032	2033	
2033	2034	
2034	2035	
2035	2036	
2036	2037	

2037	2038
2038	2039
2039	2040
2040	2041
2041	2042

Such tax shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the City. The special tax described herein and all receipts therefrom are pledged to the payment of debt service on the Bonds. Such tax shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. It is hereby estimated that the net revenues of the City's sewer, water and storm sewer systems will be sufficient to pay principal and interest on the Utility Portion of the Bonds when due and that tax levies are not expected to be required for such purpose. The foregoing initial tax levy is made for the purpose of providing for payment of principal and interest on the Street Reconstruction Portion of the Bonds. It is hereby found and determined that the foregoing taxes, if collected in full, will, together with estimated collections of pledged revenues, produce at five percent (5%) in excess of the annual principal and interest requirements of the Bonds; but the Bonds are general obligations of the City to which the full faith, credit and unlimited taxing powers of the City have been and are hereby pledged; and the City Council shall levy general ad valorem taxes on all taxable property in the City, if necessary, to pay the principal of and interest on the Bonds when due. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus estimated collections of pledged special assessments and any ad valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 5.02 hereof, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the City for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this Resolution.

Section 5.03. Investments. Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with State law. Moneys held in such funds and accounts may be invested by the City or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of the Article VII hereof. All interest on any authorized investment held in any fund or account shall accrue to and become a part of such fund or account. All money held in the funds created by this Resolution shall be kept separate and apart from all other funds of the City so that there shall be no commingling of such funds with any other funds of the City.

ARTICLE VI

CERTIFICATION OF PROCEEDINGS

6.01. Filing with County Auditor. The City Clerk of the City is hereby authorized and directed to file with the County Auditor of Hennepin County a certified copy of this Resolution together with such other information as the County Auditor shall require and to obtain from the County Auditor a certificate that the Bonds have been entered upon the bond registers and that the tax for the payment of the Bonds has been levied as required by law.

6.02. Certification of Proceedings. The officers of the City and the County Auditor are hereby authorized and directed to prepare and furnish to the Purchaser and to Kutak Rock LLP, Bond Counsel, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under the officer's custody and control or as otherwise known to the them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City to the correctness of all statements contained herein.

6.03. Official Statement. The Preliminary Official Statement relating to the Bonds, as of its date [July ____], 2021, prepared and distributed by the Municipal Advisor, including any amendments or supplements thereto, is hereby ratified, approved and deemed "final" for purposes of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended ("**Rule 15c2-12**"). The Municipal Advisor is hereby authorized on behalf of the City to prepare and distribute to the Purchaser, within seven business days from the date hereof, a final Official Statement listing the offering prices, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12. The use and public distribution of the final Official Statement by the Purchaser in connection with the offering and sale of the Bonds is hereby authorized. The officers of the City are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

ARTICLE VII

COVENANTS AND ARBITRAGE MATTERS

7.01. Restrictive Action. The City covenants and agrees with the registered owners of the Bonds that the City (a) will not take or permit to be taken by any of its officers, employees or agents any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Regulations, and (b) will take any and all actions within its powers to ensure that the interest will not become includable in gross income of the recipient under the Code and the Regulations. So long as the Bonds are outstanding, the City shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

7.02. Arbitrage Certification. The Authorized Officers, or each individually, is authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations.

7.03. Arbitrage Rebate. The City Council acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code and covenants to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

7.04. Filing. The officers of the City are hereby authorized and directed to prepare and furnish to the Secretary of the Treasury a statement meeting the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended (the “Code”), by the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued.

7.05. Bank Qualified Status. The Bonds are hereby designated qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Code.

ARTICLE VIII

CONTINUING DISCLOSURE

8.01. Continuing Disclosure Undertaking. The City Council (a) authorizes and directs the Mayor and the City Clerk to execute and deliver, on the date of the issuance of the Bonds, a continuing disclosure certificate (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the Purchaser and (b) covenants that it will comply with and carry out all of the provisions of the Undertaking. A description of this undertaking is set forth in the Official Statement. The Mayor and the City Clerk, or each individually, may appoint a dissemination agent to assist the City with such Undertaking if such officer finds that such appointment is in the best interest of the City. Notwithstanding any other provisions of this Resolution or the Undertaking, failure of the City to comply with the Undertaking will not be considered a default under this Resolution or the Bonds. However, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this subparagraph and the Undertaking. For purposes of this subparagraph, “Beneficial Owner” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

ARTICLE IX

AUTHORIZATION OF OFFICERS

Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the City Council hereby (a) authorizes and directs each officer, employee and agent of the City to carry out, or cause to be carried out, and to perform such obligations of the City and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates to each such officer, employee and agent the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any such officer, employee or agent of the City of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the City's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the City and the authorization, approval, and ratification by the City of the documents, instruments, certifications, and opinions so executed and the action so taken.

* * * * *

Whereupon said resolution was declared duly passed and adopted.

City Clerk

Mayor

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN) SS.
)
CITY OF SHOREWOOD)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Shorewood, Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of the City Council of said City held July 12, 2021, with the original thereof on file and of record in my office and the same is a full, true and complete transcript therefrom insofar as the same relates to the issuance and sale of \$[_____] General Obligation Street Reconstruction and Utility Bonds, Series 2021A of said City.

WITNESS My hand officially and the seal of the City this _____ of July 2021.

City Clerk
City of Shorewood, Minnesota

(Seal)



City of Shorewood Council Meeting Item

Title / Subject: 2021 Spring Cleanup Results

Meeting Date: Monday, July 12th, 2021

Prepared by: Keely Schultz, GreenCorps Member

Reviewed by: Greg Lerud, City Administrator

10A.1

MEETING TYPE
Regular

Background:

The City of Shorewood Spring Clean-Up event took place on May 15th, 2021. The event consisted of the collection of recyclable items, including shredded paper, bikes (Recovery Bike Shop), assorted appliances (Certified Recycling), and general waste/rubbish (Republic Recycling).

Results:

Overall, the following items were collected at the event:

- Recovery Bike Shop collected 15 bikes, which is approximately 375 pounds of steel, rubber, and plastic (but mostly steel). They estimate that the 2-3 bikes they can sell will reduce the community's carbon footprint by more than 1,500 pounds of carbon dioxide! The rest of the bikes will contribute to that total as well through their other programs. This carbon reduction occurs due to the reduced need to produce new bicycles.
- The shred event shredded 9,200 lbs. of paper.
- Certified Appliance Recycling collected 38 appliances (most commonly dehumidifiers, microwaves, refrigerators, water softeners, and other items), 352 light bulbs (various types), 54 tires, 8,037 lbs. of household electronics and TVs, 64 power tools, and 854 lbs. of batteries (various types).