

**CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
MONDAY, AUGUST 8, 2022**

**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](http://ci.shorewood.mn.us/current_meeting) for the meeting link. Contact the city at 952.960.7900 during regular business hours with questions.

**AGENDA**

**1. CONVENE CITY COUNCIL MEETING**

A. Pledge of Allegiance

B. Roll Call

Mayor Labadie\_\_\_\_  
Siakel\_\_\_\_  
Johnson\_\_\_\_  
Callies\_\_\_\_  
Gorham\_\_\_\_

C. Review and Adopt Agenda

**Attachments**

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

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

- |                                                                                                               |                                               |
|---------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| A. City Council Regular Meeting Minutes of July 25, 2022                                                      | Minutes                                       |
| B. Approval of the Verified Claims List                                                                       | Claims List                                   |
| C. Continue Review - Vacation of a portion of Fire Lane 1 to Set property line Location: 4580 Enchanted Point | Planning Director Memo                        |
| D. Accept Final Improvements for Freeman Park Baseball Field Drainage, City Project 20-10                     | City Engineer Memo<br>Resolution 22-070       |
| E. Extension Of Variance Approval<br>Location: 23320 Park Street<br>Applicant: Kimberly Poe                   | Planning Technician Memo<br>Resolution 22-071 |
| F. Accept Resignation of Park and Rec Director and Authorize Advertisement for Position                       | City Clerk/HR Director Memo                   |
| G. Approve Hiring Public Works LEO/Shop Technician                                                            | City Clerk/HR Director Memo                   |
| H. Accept Quote for Badger Park Cameras and Intrusion System.                                                 | Director of Public Works Memo                 |

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

**4. PUBLIC HEARING**

**5. REPORTS AND PRESENTATIONS**

- |                                                     |              |
|-----------------------------------------------------|--------------|
| A. Proclamation of Support for Veterans Celebration | Proclamation |
| Chaska Area Fishing with Friends                    |              |
| Veteran's Celebration Fishing and BBQ               |              |

**6. PARKS**

- |                                                                                                                |                                         |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| A. Authorize Preparation of Plans and Specifications for Freeman<br>Park Trail Improvement, City Project 22-05 | City Engineer Memo<br>Resolution 22-072 |
|----------------------------------------------------------------------------------------------------------------|-----------------------------------------|

**7. PLANNING**

**8. ENGINEERING/PUBLIC WORKS**

**9. GENERAL/NEW BUSINESS**

**10. STAFF AND COUNCIL REPORTS**

- A. Staff
- B. Mayor and City Council

**11. ADJOURN**

CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
MONDAY, JULY 25, 2022

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

## MINUTES

### 1. CONVENE CITY COUNCIL REGULAR MEETING

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

#### PLEDGE OF ALLEGIANCE

##### A. Roll Call

Present. Mayor Labadie; Councilmembers Gorham, and Callies; City Attorney Shepherd; Interim City Administrator Shukle; Finance Director Rigdon; Planning Director Darling; Director of Public Works Brown; and, City Engineer Budde

Absent: Councilmembers Johnson and Siakel

##### B. Review Agenda

Callies moved, Gorham seconded, approving the agenda as presented. All in favor, motion passed.

### 2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

##### A. City Council Regular Meeting Minutes of July 11, 2022

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

##### C. Accept Improvements and Approve Final Payment for 2021 Culvert Repairs Project, City Project 21-03, Adopting RESOLUTION NO. 22-063, "A Resolution Accepting Final Improvements and Authorizing Final Payment for the 2021 Catch Basin and Culvert Repairs."

##### D. Accept Public Improvements and Authorize Final Payment, Woodside Road/Lane/Street Improvement, City Project 19-04, Adopting RESOLUTION NO. 22-064, "A Resolution Accepting Final Improvements and Authorizing Final Payment for the Woodside Road and Woodside Lane Street Reclamation Project."

##### E. Approve Termination Agreement with Sprint, Adopting RESOLUTION NO. 22-065, "A Resolution Approving a Lease Termination Agreement with Sprint Located at 5500 Old Market Road."

- F. Approve Extension of Time for Code Compliance, Location: 6065 Lake Linden, Adopting RESOLUTION NO. 22-066, "A Resolution Approving and Extension of Time for Building Code Compliance for Property at 6065 Lake Linden Drive."
- G. Approve Mowing Contract for Enforcement Mowing, Adopting RESOLUTION NO. 22-067, "A Resolution Approving Contracts for Enforcement Mowing and Authorizing Staff to Sign the Contract"

All in favor, motion passed.

**3. MATTERS FROM THE FLOOR**

**4. PUBLIC HEARING**

- A. Vacation of a Portion of Fire Lane 1 to Set Property Line (Continued from June 27, 2022)  
Location: 4580 Enchanted Point at Fire Lane #1

Mayor Labadie re-opened the public hearing at 7:05 p.m.

Planning Director Darling explained the request to vacate a small triangle of land on Fire Lane #1 in order to set the south property line of 4580 Enchanted Point. She noted that the property was originally subdivided in 1909 and explained that staff had consulted with two attorneys as well as the County Surveying Department and a surveyor to find a way to resolve the issue. She stated that the thought is that by vacating a portion of the right-of-way, the City would be able to answer the question on where the boundary between the public and private property is located. She noted that the total affected areas is about 1,800 square feet. She asked that the Council take any public testimony that may be offered and then close the public hearing. She explained that discussion and action on this item will take place later during the agenda.

Being there was no public testimony, Mayor Labadie closed the public hearing at 7:08 p.m.

**5. REPORTS AND PRESENTATIONS**

**6. PARKS**

- A. Report by Commissioner Schmid on June 28 and July 12, 2022 Park Tours

Park Commissioner Schmid gave a brief overview of the June 28 and July 12, 2022 Park Tours, as reflected in the meeting minutes.

**7. PLANNING**

- A. Vacation of a Portion of Fire Lane 1 to Set Property Line  
Location: 4580 Enchanted Point at Fire Lane #1

Planning Director Darling reiterated the request to vacate a small triangle of Fire Lane 1 in order to set the south property line of 4580 Enchanted Point. She reviewed the notification procedures

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and explained that the City had not received any public comment on this item. She explained that staff is generally recommending approval of the request but, because there is reduced attendance at this particular Council meeting and the City needs to have a four-fifths majority of all Councilmembers present to vote on this item, she recommends the Council continue this item to the August 8, 2022 City Council meeting.

City Attorney Shepherd concurred with Planning Director Darling's explanation and asked that the Council move to continue this item to the August 8, 2022 meeting.

Councilmember Callies asked for clarification of the area that is proposed to be vacated.

Planning Director Darling stated that the area being vacated is upland portion of the property and essentially draws a line from the last known property corner directly over to the shoreline.

**Labadie moved, Gorham seconded, to Continue Discussion of the Vacation of a Portion of Fire Lane 1 to Identify the South Property Line of 4580 Enchanted Point. to the August 8, 2022 City Council meeting. All in favor, motion passed.**

### **8. ENGINEERING/PUBLIC WORKS**

#### **A. Update on Quote for Tree Trimming**

Public Works Director Brown explained that the Council had directed staff to solicit quotes from tree trimmers in order to assist the Public Works Department in keeping up with tree and shrub overgrowth throughout the City. The City solicited quotes from four contractors and only received one quote from Davey Tree Experts. He explained that staff felt, because of the amount of the quote, that the City did not have adequate funds to devote to this project, so the thought is that staff should prioritize this work on their own. He stated that Public Works is planning to review sight lines intersection by intersection and then go back and trim for vertical and horizontal clearances.

Councilmember Callies stated that she thinks this was very useful information and understands the problems with finding contractors available to complete the work at the height of the season. She stated that perhaps the Council should take a look at including this type of work in the budget for next year because it seems like a worthwhile idea.

Mayor Labadie stated that she did not think anybody had been anticipating that the cost would come back quite so high and is glad that Public Works can start working on this tree trimming. She agreed with Councilmember Callies suggestion that it may be a good idea to discuss including this in the budget for next year.

Councilmember Gorham noted that in addition to the other three contractors, Davey Tree Experts are also busy right now, which is why the price came in so high, because it would be worth it for them to do the project for that amount of money. He stated that perhaps the City should revisit the idea in the spring because they may be able to get better pricing at that time.

#### **B. Accept Quote and Authorize Otta Seal for Wiltsey Lane and Enchanted Point Project, City Project 22-06**

## CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

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City Engineer Budde explained that the City has some gravel roadways that require occasional maintenance. He gave a brief overview of an Otta Seal process and noted that the City has had good success with this type of process in the past. He noted that the City had attempted to solicit quotes from multiple contractors, but noted that it is a somewhat specialized process so only one quote was received. Staff recommends approval of the quote from Allied Blacktop out of Maple Grove.

Councilmember Gorham asked how the price per square yard stacks up with previous Otta Seal projects.

City Engineer Budde stated that he believes the difference in price from about two years ago was around twenty percent more now.

Public Works Director Brown noted that the City has been very impressed with this process and stated that residents have even asked for it, in some cases, because they also like how it performs.

**Gorham moved, Callies seconded, Adopting RESOLUTION NO. 22-069, "A Resolution Accepting Low Quote for the Otta Seal Project on Wiltsey Lane and Enchanted Point." All in favor, motion passed.**

### **9. GENERAL/NEW BUSINESS**

#### **A. Interim Ordinance (Moratorium) on Sale of Edible Cannabinoids Products for Study**

Planning Director Darling explained that the State recently amended the State Statute to allow the sale of edibles and beverage products with THC from hemp. She noted that the State did not pre-empt or limit the local government's power to license these products or limit where the products can be sold. She stated that currently, the City does not have any restrictions on the sale of these items because prior to this action, these products were prohibited. She explained that staff is proposing a one year moratorium on sale, testing, manufacturing and distribution of edibles and beverage products of this nature in order to provide time for staff to research the products. She noted that approving a moratorium is possible with the Councilmembers present, but a summary publication of the resolution would require a four-fifths vote of the full Council so would not be possible.

City Attorney Shepherd noted that all three members of the Council present tonight would have to vote in favor of this item for it to pass.

Mayor Labadie asked if the Council could also table this topic to the next meeting.

Councilmember Callies stated that the longer this is delayed it will make less sense for their to be a moratorium. She asked if her understanding was correct that some of these products were not completely prohibited but they were simply not previous addressed.

City Attorney Shepherd stated that he thinks that might be correct, but noted that there is a bit of confusion surrounding this issue. But explained that it is clear that this amendment allows products that were not previously sold to be sold. He reiterated that there is a little bit of confusion surrounding this issue so staff needs time to research it.

Councilmember Callies noted that she believes there are a few smoke shops in the City and she would assume that they were probably selling edibles.

Planning Director Darling stated that she was not sure if they were selling edibles, but most of the gas stations were selling various CBD products such as lotions and pet anxiety products. She explained that her understanding is that what is now allowed has more THC content.

City Engineer Shepherd noted that the definitions can be difficult and explained that what had been traditionally understood as CBD or CBD oil that is not what this moratorium is aiming to address. He stated that this moratorium ordinance is designed only for those products that contain THC of what is allowed under the State Statute and does not target those items that were previously lawful.

Councilmember Gorham noted that his understanding is that this unintentionally expanded the sale of these products and stated that he would assume the City is not alone in trying to find a way to navigate this situation.

Planning Director Darling agreed and noted that there are quite a few cities that have enacted moratoriums.

City Attorney Shepherd gave a brief rundown of the moratorium and explained that it will allow staff to explore the zoning and licensing issues.

Councilmember Gorham stated that he would like to know how the City fits in with the regional discussion of these changes.

Planning Director Darling explained that she believes the City is right at the beginning of the regional discussion. She stated that the moratorium is to give the City more time before businesses start selling the products to ensure licensing is in place. She stated that staff is hopeful that either the League of Minnesota Cities or the legislature will be able to also give some form of guidance to the cities.

Mayor Labadie noted that the moratorium, as it is worded now, expires twelve months after it is approved and asked whether they City would have to wait the full twelve months before it could be repealed.

City Attorney Shepherd stated that the City would not have to wait the full twelve months if the City came up with a licensing scheme that they were confident about. He explained that they can repeal the moratorium whenever they would like. He stated that it is just a matter of ensuring the staff and legal has had time to vet everything and present a plan to the Council that makes sense.

Mayor Labadie stated that she thinks a temporary moratorium is a wise choice as everyone takes a closer look at this issue. She suggested that the Council may also want to get input from the Chief of Police further down the road.

Planning Director Darling reiterated that if the Council votes to approve the moratorium, they would not be able to approve a summary publication because there are Councilmembers absent tonight.

Callies moved, Gorham seconded, Adopting ORDINANCE 590, "An Interim Ordinance Prohibiting the Sale, Testing, Manufacturing, and Distribution of THC Products." All in favor, motion passed.

## **10. STAFF AND COUNCIL REPORTS**

### **A. Administrator and Staff**

#### **1. Second Quarter 2022 General Fund Report**

Finance Director Rigdon gave a brief overview of the Second Quarter 2022 General Fund report. He explained that the City is in line with revenues and expenditures as of June 30, 2022.

Councilmember Gorham asked about the 63.4% of the Public Safety budget amount and asked if that was due to a timing mechanism.

Finance Director Rigdon explained that it was most likely due to the payment in June for July.

#### **2. Second Quarter 2022 Investment Report**

Finance Director Rigdon gave an overview of the primary objectives for safety, liquidity, and yield and reviewed the Second Quarter 2022 Investment Report.

Councilmember Gorham stated that he felt the City was in good hands with Finance Director Rigdon.

#### **3. Music in the Park**

Mayor Labadie noted that Park and Recreation Director Grout had prepared a memo for the Council packet about Music in the Park. She stated that she attended the event and there was a really good turnout even though it was raining. She stated that she had never seen this band perform before and noted that she found them to be a great band for a diverse audience. She noted that there was a food truck there that had steady business throughout the event.

#### **Other**

Public Works Director Brown stated he had been in touch with a local plumber a number of times to attempt to get the water spigots at Manor Park changed out, however there has not been response so he will be moving on to other plumbers to get those repaired. He stated that the Christmas Lake camera is up and running successfully and there would be a link to the camera on the City website. He explained that now that the camera is up and running, they will be getting a QR code and then place appropriate signage in the area. He stated that he knows that there were concerns raised by City Attorney Shepherd regarding the contract for the cameras from the City-side and believes that is currently being hammered out and should be on an upcoming Council agenda for approval for both the Christmas Lake cameras and the Badger Park cameras.

City Engineer Budde stated that the mill and overlay project is currently focusing on Covington and then will pause for August. He stated that after the pause they will come back and do Christmas Lake in September. He stated that the Grant Street drainage project is getting close to completion. He noted that the contractor for the Shorewood Oaks and Smithtown Pond project



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plans to start installing some storm sewer pipe from Shorewood Oaks to Freeman Park over the next few weeks.

Councilmember Callies noted that she had seen signs along the trail near Freeman Park and felt that was a nice touch so people walking along can take a look and know what to expect.

Mayor Labadie asked if all the projects were on track.

City Engineer Budde concurred that they are on track from both a budget standpoint and a completion standpoint.

Planning Director Darling stated that there will be a public hearing for the Maple Shores development which will be held at the August 2, 2022 Planning Commission meeting. She explained that the Planning Department had been working with the Engineering Department on the completion of the Silverwood Park playground reconstruction with completion expected within a few weeks, which is a bit behind schedule.

City Attorney Shepherd stated that he will be unable to attend the August 8, 2022 City Council meeting, but his colleague, Leah, will be in attendance.

Interim City Administrator Shukle explained that the City had made an offer to a candidate for the Shop Technician Light Equipment Operator position which was declined. He stated that they have reposted the position and are interviewing three candidates in the next week with the hope that the City can get that position filled in the near future. He stated that there will be a Council Work Session on August 8, 2022 to discuss the proposed budget. He noted that he plans to attend the Excelsior Fire District Board meeting later this week. He explained that the deadline for applications for the City Administrator search is July 29, 2022 and noted that they have received thirty applications thus far. He stated that Baker Tilly plans to narrow the candidate pool down to 15 for Council review sometime in August.

### **B. Mayor and City Council**

Councilmember Callies stated that Tiffany King had been before the Council a few weeks ago and sent an email that she would like to follow up with the Council and have a Memorandum of Understanding moving forward with the fireworks. She asked if the City was going to follow up and respond to Ms. King. She stated that if the City was interested, she thinks the expectation was that the City would get in touch with Ms. King. She stated that on the signs that thanked the sponsors of the fireworks, the City was noticeably absent and explained that she would like that not to happen again. She noted that she felt that if the City was going to support the fireworks, she would like there to be some clear guidelines in place, such as having a Memorandum of Understanding.

Interim City Administrator Shukle stated that he will be happy to follow up with Ms. King.

Mayor Labadie stated that she did not realize the City had not been included on the sponsors signage and would like to get an explanation from Ms. King on the reason. She stated that if the City simply missed a deadline, she questioned why that was not brought to the City's attention earlier in the process that a decision needed to be made by a certain time in order to be included on the signs.

**CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES**

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Mayor Labadie reminded residents that August 2, 2022 is National Night Out or Night to Unite. She encouraged them to register their neighborhood parties with the SLMPD and request a visit from the police, fire truck, fire fighters, the Council or herself at their parties. She stated that she will host Coffee with the Mayor at The Pillars of Shorewood Landings with guest speaker, City Clerk/HR Director Sandie Thone, who is also the City's Election Official.

**11. ADJOURN**

**Gorham moved, Callies seconded, Adjourning the City Council Regular Meeting of July 25, 2022, at 8:09 P.M. All in favor, motion passed.**

**ATTEST:**

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

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



#2 B

MEETING TYPE  
Regular Meeting

## City of Shorewood Council Meeting Item

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**Title / Subject:** Verified Claims

**Meeting Date:** August 8, 2022

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

**Attachments:** Claims lists

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**Policy Consideration:**

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

**Background:**

Claims for council authorization.

<b>67495 - 67519 &amp; ACH</b>	<b>717,031.22</b>
<b>Total Claims</b>	<b>\$717,031.22</b>

We have also included a payroll summary for the payroll period ending **July 31, 2022**

**Financial or Budget Considerations:**

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

**Options:**

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

**Recommendation / Action Requested:**

Staff recommends approval of the claims list as presented.

**Next Steps and Timelines:**

Checks will be distributed following approval.

# Payroll

## G/L Distribution Report

User: mnguyen  
Batch: 00001.08.2022 - PR-08-01-2022  
CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	61,839.93	CASH AND INVESTMENTS
101-13-4101-0000	8,567.10	0.00	FULL-TIME REGULAR
101-13-4103-0000	743.74	0.00	PART-TIME
101-13-4121-0000	698.27	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	698.51	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	1,684.87	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	58.92	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,617.92	0.00	FULL-TIME REGULAR
101-15-4121-0000	421.34	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	427.25	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	641.58	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	32.47	0.00	WORKERS COMPENSATION
101-18-4101-0000	8,427.35	0.00	FULL-TIME REGULAR
101-18-4103-0000	428.97	0.00	PART-TIME
101-18-4121-0000	664.23	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	613.30	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,416.57	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	64.71	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,567.95	0.00	FULL-TIME REGULAR
101-24-4121-0000	267.60	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	272.13	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	748.24	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	19.80	0.00	WORKERS COMPENSATION
101-32-4101-0000	13,538.37	0.00	FULL-TIME REGULAR
101-32-4102-0000	591.81	0.00	OVERTIME
101-32-4105-0000	421.20	0.00	STREET PAGER PAY
101-32-4121-0000	1,091.34	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,027.32	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	1,738.28	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	824.11	0.00	WORKERS COMPENSATION
101-33-4101-0000	263.16	0.00	FULL-TIME REGULAR
101-33-4121-0000	19.73	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	28.60	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	217.33	0.00	EMPLOYEE INSURANCE - CITY

Account Number	Debit Amount	Credit Amount	Description
101-33-4151-0000	18.20	0.00	WORKERS COMPENSATION
101-52-4101-0000	2,963.47	0.00	FULL-TIME REGULAR
101-52-4121-0000	222.27	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	217.44	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	612.64	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	132.92	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,519.96	0.00	FULL-TIME REGULAR
101-53-4121-0000	113.99	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	114.59	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	17.50	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	62.88	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>61,839.93</b>	<b>61,839.93</b>	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	2,802.15	CASH AND INVESTMENTS
201-00-4101-0000	1,837.19	0.00	FULL-TIME REGULAR
201-00-4103-0000	503.59	0.00	PART-TIME
201-00-4121-0000	171.30	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	177.39	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	26.24	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	86.44	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>2,802.15</b>	<b>2,802.15</b>	
FUND 601	Water Utility		
601-00-1010-0000	0.00	10,558.31	CASH AND INVESTMENTS
601-00-4101-0000	6,888.24	0.00	FULL-TIME REGULAR
601-00-4102-0000	633.31	0.00	OVERTIME
601-00-4105-0000	210.60	0.00	WATER PAGER PAY
601-00-4121-0000	579.93	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	577.72	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,368.47	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	300.04	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>10,558.31</b>	<b>10,558.31</b>	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	8,826.45	CASH AND INVESTMENTS
611-00-4101-0000	5,820.84	0.00	FULL-TIME REGULAR
611-00-4102-0000	500.18	0.00	OVERTIME
611-00-4105-0000	210.60	0.00	SEWER PAGER PAY
611-00-4121-0000	489.88	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	481.79	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,109.65	0.00	EMPLOYEE INSURANCE - CITY

Account Number	Debit Amount	Credit Amount	Description
611-00-4151-0000	213.51	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>8,826.45</b>	<b>8,826.45</b>	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	559.16	CASH AND INVESTMENTS
621-00-4101-0000	409.60	0.00	FULL-TIME REGULAR
621-00-4121-0000	30.72	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	30.82	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	85.12	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	2.90	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>559.16</b>	<b>559.16</b>	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	2,429.62	CASH AND INVESTMENTS
631-00-4101-0000	1,801.19	0.00	FULL-TIME REGULAR
631-00-4121-0000	135.09	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	137.54	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	288.26	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	67.54	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>2,429.62</b>	<b>2,429.62</b>	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	87,015.62	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	38,646.52	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	9,400.00	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	5,879.36	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	2,599.05	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	9,608.80	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,157.28	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	6,263.29	DEFERRED COMPENSATION
700-00-2177-0000	0.00	1,884.44	WORKERS COMPENSATION
700-00-2179-0000	0.00	183.33	SEC 125 DEP CARE REIMB PAYABLE
700-00-2180-0000	0.00	965.97	LIFE INSURANCE
700-00-2181-0000	0.00	1,354.69	DISABILITY INSURANCE
700-00-2182-0000	0.00	262.85	UNION DUES
700-00-2183-0000	0.00	638.00	HEALTH SAVINGS ACCOUNT
700-00-2186-0000	0.00	172.04	VOLUNTARY VISION
<b>FUND Total:</b>	<b>87,015.62</b>	<b>87,015.62</b>	

Account Number	Debit Amount	Credit Amount	Description
<hr/>			
	<hr/>	<hr/>	
	<hr/>	<hr/>	
Report Total:	174,031.24	174,031.24	

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 08/01/2022 - 3:08PM  
 Batch: 00001.08.2022 - PR-08-01-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 1	ACH Enabled: True
August-2022	PR Batch 00001.08.2022 Union Dues	262.85	08/01/2022	700-00-2182-0000	PR Batch 00001.08.2022 Union Dues
	Check Total:	262.85			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-08-01-2022	PR Batch 00001.08.2022 Federal Income Tax	5,879.36	08/01/2022	700-00-2172-0000	PR Batch 00001.08.2022 Federal Income T
PR-08-01-2022	PR Batch 00001.08.2022 FICA Employee Portio	3,893.78	08/01/2022	700-00-2174-0000	PR Batch 00001.08.2022 FICA Employee I
PR-08-01-2022	PR Batch 00001.08.2022 FICA Employer Portio	3,893.78	08/01/2022	700-00-2174-0000	PR Batch 00001.08.2022 FICA Employer I
PR-08-01-2022	PR Batch 00001.08.2022 Medicare Employee Pc	910.62	08/01/2022	700-00-2174-0000	PR Batch 00001.08.2022 Medicare Emplo
PR-08-01-2022	PR Batch 00001.08.2022 Medicare Employer Po	910.62	08/01/2022	700-00-2174-0000	PR Batch 00001.08.2022 Medicare Emplo
	Check Total:	15,488.16			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE CO			Check Sequence: 3	ACH Enabled: False
August-2022	PR Batch 00001.08.2022 Vision-Avesis	172.04	08/01/2022	700-00-2186-0000	PR Batch 00001.08.2022 Vision-Avesis
	Check Total:	172.04			
Vendor: 6	HEALTH PARTNERS-MEDICAL			Check Sequence: 4	ACH Enabled: True
August-2022	PR Batch 00001.08.2022 Health Ins - CoPay-1	4,100.00	08/01/2022	700-00-2171-0000	PR Batch 00001.08.2022 Health Ins - CoPa
August-2022	PR Batch 00001.08.2022 Health Insurance-HSA	5,300.00	08/01/2022	700-00-2171-0000	PR Batch 00001.08.2022 Health Insurance
	Check Total:	9,400.00			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 5	ACH Enabled: True
PR-08-01-2022	PR Batch 00001.08.2022 Deferred Comp-ICMA	2,955.13	08/01/2022	700-00-2176-0000	PR Batch 00001.08.2022 Deferred Comp-I
PR-08-01-2022	PR Batch 00001.08.2022 Deferred Comp-ICMA	83.16	08/01/2022	700-00-2176-0000	PR Batch 00001.08.2022 Deferred Comp-I
	Check Total:	3,038.29			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPAN			Check Sequence: 6	ACH Enabled: True
August-2022	PR Batch 00001.08.2022 Long Term Disability	638.08	08/01/2022	700-00-2181-0000	PR Batch 00001.08.2022 Long Term Disab
August-2022	PR Batch 00001.08.2022 Short Term Disability	716.61	08/01/2022	700-00-2181-0000	PR Batch 00001.08.2022 Short Term Disab



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,354.69			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 7	ACH Enabled: True
PR-08-01-2022	PR Batch 00001.08.2022 State Income Tax	2,599.05	08/01/2022	700-00-2173-0000	PR Batch 00001.08.2022 State Income Tax
	Check Total:	2,599.05			
Vendor: 7	MINNESOTA LIFE INSURANCE COMPANY			Check Sequence: 8	ACH Enabled: True
August-2022	PR Batch 00001.08.2022 Life Insurance	869.97	08/01/2022	700-00-2180-0000	PR Batch 00001.08.2022 Life Insurance
	Check Total:	869.97			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 9	ACH Enabled: True
PR-08-01-2022	PR Batch 00001.08.2022 Deferred Comp-MSRS	3,225.00	08/01/2022	700-00-2176-0000	PR Batch 00001.08.2022 Deferred Comp-MSRS
	Check Total:	3,225.00			
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 10	ACH Enabled: True
August-2022	PR Batch 00001.08.2022 PERA Life	96.00	08/01/2022	700-00-2180-0000	PR Batch 00001.08.2022 PERA Life
	Check Total:	96.00			
Vendor: 665	OPTUM BANK			Check Sequence: 11	ACH Enabled: True
PR-08-01-2022	PR Batch 00001.08.2022 HSA-OPTUM BANK	638.00	08/01/2022	700-00-2183-0000	PR Batch 00001.08.2022 HSA-OPTUM BANK
	Check Total:	638.00			
Vendor: 9	PERA			Check Sequence: 12	ACH Enabled: True
PR-08-01-2022	PR Batch 00001.08.2022 MN-PERA Deduction	4,251.59	08/01/2022	700-00-2175-0000	PR Batch 00001.08.2022 MN-PERA Deduction
PR-08-01-2022	PR Batch 00001.08.2022 MN PERA Benefit Em	4,905.69	08/01/2022	700-00-2175-0000	PR Batch 00001.08.2022 MN PERA Benefit Em
	Check Total:	9,157.28			
	Total for Check Run:	46,301.33			
	Total of Number of Checks:	12			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 08/02/2022 - 1:28PM  
 Batch: 00007.07.2022 - BOM-June



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
June-2022-AndyE	Fuel	160.00	07/30/2022	101-32-4212-0000	
June-2022-BradM	Applied Mss	14.67	07/30/2022	101-32-4245-0000	
June-2022-Brend	Sams Club	88.56	07/30/2022	101-19-4245-0000	
June-2022-Bruce	Shorewood True	20.99	07/30/2022	101-32-4245-0000	
June-2022ChrisH	Fuel	926.04	07/30/2022	101-32-4212-0000	
June-2022ChrisH	Erosion	14.00	07/30/2022	601-00-4245-0000	
June-2022ChrisH	Erosion	109.94	07/30/2022	601-00-4245-0000	
June-2022ChrisH	Lund & Byerlys	2.99	07/30/2022	101-32-4245-0000	
June-2022ChrisP	Shorewood True	38.71	07/30/2022	101-52-4245-0000	
June-2022-CityCard	Culligan Bottled Water - C.H.	33.00	07/30/2022	101-19-4245-0000	
June-2022-CityCard	Republic Services	10,296.00	07/30/2022	621-00-4400-0000	
June-2022-CityCard	Waste Mgmt-Public Works	869.62	07/30/2022	101-32-4400-0000	
June-2022-CityCard	Waste Mgmt-SSCC	334.01	07/30/2022	201-00-4400-0000	
June-2022-CityCard	Chanhassen-18505-002 - Stormwa	91.66	07/30/2022	101-52-4380-0000	
June-2022-CityCard	Verizon-Lift Station	13.89	07/30/2022	611-00-4321-0000	
June-2022-CityCard	Mangold Horticulture-SCEC	176.00	07/30/2022	201-00-4400-0000	
June-2022-CityCard	Mangold Horticulture-City Hall	339.00	07/30/2022	101-19-4400-0000	
June-2022-CityCard	PBI Lease-Postage Lease	195.00	07/30/2022	101-19-4410-0000	
June-2022-CityCard	Mangold Horticulture-Utility Bldg	113.00	07/30/2022	101-32-4400-0000	
June-2022-CityCard	Organic Recycling	250.00	07/30/2022	621-00-4400-0026	
June-2022-CityCard	AT&T - Wade's Ipad	23.49	07/30/2022	101-24-4321-0000	
June-2022-CityCard	Mangold Horticulture-Badger Park	612.00	07/30/2022	101-52-4400-0000	
June-2022-JoeR	Government Finance Office-GFOA Cert. Review	460.00	07/30/2022	101-16-4301-0000	
June-2022-JoeR	In On Lake Superior Jennifer Labadie Conferen	446.04	07/30/2022	101-11-4331-0000	
June-2022-Julie	Amazon	12.89	07/30/2022	621-00-4245-0000	
June-2022-Julie	Amazon	17.39	07/30/2022	101-52-4245-0000	
June-2022-Julie	International Society-Keely Schultz (Refund for	-25.00	07/30/2022	101-13-4331-0000	
June-2022-Larry	In Enabling Elements-Water System Comm	17.00	07/30/2022	601-00-4321-0000	
June-2022-Larry	Adobe - Annual Software	193.42	07/30/2022	101-32-4433-0000	
June-2022-Larry	Amazon	206.34	07/30/2022	101-52-4245-0000	
June-2022-Larry	Amazon	204.99	07/30/2022	611-00-4245-0000	
June-2022-Larry	Amazon	302.48	07/30/2022	611-00-4245-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
June-2022-Larry	Amazon	169.24	07/30/2022	611-00-4245-0000	
June-2022-Larry	Fule	75.74	07/30/2022	101-32-4212-0000	
June-2022-MattV	Fuel	605.29	07/30/2022	101-32-4212-0000	
June-2022-MattV	Cub Foods	37.90	07/30/2022	101-32-4245-0000	
June-2022-MattV	MTI	486.28	07/30/2022	101-32-4221-0000	
June-2022-MattV	Shorewood True	20.42	07/30/2022	101-32-4245-0000	
June-2022-MattV	Shorewood True	28.30	07/30/2022	101-32-4245-0000	
June-2022-MattV	Shorewood True	204.19	07/30/2022	101-32-4245-0000	
June-2022-MattV	In Specailized Enviro-Tree Disposal	312.00	07/30/2022	101-32-4400-0000	
June-2022-Nelia	Office Depot-Office Supplies	518.12	07/30/2022	101-13-4200-0000	
June-2022-Rober	Fuel	644.01	07/30/2022	101-32-4212-0000	
June-2022-Rober	Shorewood True	9.28	07/30/2022	601-00-4223-0000	
June-2022-Rober	Shorewood True	4.79	07/30/2022	601-00-4223-0000	
June-2022-Rober	Shorewood True	13.28	07/30/2022	101-32-4221-0000	
June-2022-Sandi	Walgreens-Brad Retirement	21.52	07/30/2022	101-32-4245-0000	
June-2022-Sandi	Amazon-Election	203.99	07/30/2022	101-14-4200-0000	
June-2022-Sandi	Amazon	80.38	07/30/2022	101-13-4200-0000	
June-2022-Sandi	Amazon	48.99	07/30/2022	101-24-4200-0000	
June-2022-TimK	Fuel	396.96	07/30/2022	101-32-4212-0000	
June-2022-TimK	Shorewood True	48.51	07/30/2022	601-00-4223-0000	
June-2022-TimK	Shorewood True	17.97	07/30/2022	101-32-4250-0000	
June-2022-Twila	Media All Star - Ads	345.00	07/30/2022	201-00-4351-0000	
June-2022-Twila	Summit Companies-Fire Sprinkler Head Replac	580.00	07/30/2022	201-00-4400-0000	
June-2022-WadeW	Wade's Fuel	78.82	07/30/2022	101-24-4212-0000	
June-2022-WadeW	Blt Drone Nerds	59.35	07/30/2022	101-24-4245-0000	
June-2022-WadeW	Blt Drone Nerds-Return	-59.35	07/30/2022	101-24-4245-0000	
	Check Total:	21,509.10			
Vendor: 327	WINDSTREAM			Check Sequence: 2	ACH Enabled: True
74908704	City of Shwd- Badger Well	69.76	07/30/2022	601-00-4395-0000	
74908704	Public Works	67.15	07/30/2022	101-32-4321-0000	
74908704	City Hall	138.38	07/30/2022	101-19-4321-0000	
74908704	Badger-Manor-Catheart Parks	206.67	07/30/2022	101-52-4321-0000	
74908704	City of Shwd-West Tower	139.61	07/30/2022	601-00-4321-0000	
	Check Total:	621.57			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Total for Check Run:	22,130.67			
	Total of Number of Checks:	2			

# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 08/03/2022 - 2:01PM  
 Batch: 00002.08.2022 - AP-08-08-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1253	MITCHELL J. AVERY			Check Sequence: 1	ACH Enabled: False
20390ExcelBlvd	Variance Refund-20390 Excelsior Blvd	400.00	08/08/2022	101-00-3413-0000	
	Check Total:	400.00			
Vendor: UB*00488	Kathleen & Timothy Cahill			Check Sequence: 2	ACH Enabled: False
	Refund Check 005156-000, 4985 Sussex Pl	81.98	08/03/2022	601-00-2010-0000	
	Refund Check 005156-000, 4985 Sussex Pl	74.14	08/03/2022	611-00-2010-0000	
	Refund Check 005156-000, 4985 Sussex Pl	43.97	08/03/2022	631-00-2010-0000	
	Refund Check 005156-000, 4985 Sussex Pl	55.99	08/03/2022	621-00-2010-0000	
	Check Total:	256.08			
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 3	ACH Enabled: True
08-01-2022	20405 Knightsbridge Rd	38.50	08/08/2022	601-00-4394-0000	
08-01-2022	28125 Boulder Bridge	33.52	08/08/2022	601-00-4396-0000	
08-01-2022	24200 Smithtown Rd	123.52	08/08/2022	101-32-4380-0000	
08-01-2022	6000 Eureka Road	28.39	08/08/2022	101-52-4380-0000	
08-01-2022	5755 Country Club Rd	33.52	08/08/2022	101-19-4380-0000	
79456885-072622	5735 Country Club Rd-SCEC	51.43	08/08/2022	201-00-4380-0000	
86501806-072622	20630 Manor Rd	20.80	08/08/2022	101-52-4380-0000	
	Check Total:	329.68			
Vendor: 137	CENTURY LINK			Check Sequence: 4	ACH Enabled: True
9524702294Jul22	952-470-2294-642-PW	132.33	08/08/2022	101-32-4321-0000	
9524706340Jul22	952-474-6340-989-CH	240.05	08/08/2022	101-19-4321-0000	
9524707819Jul22	952-470-7819-261-SSCC	254.66	08/08/2022	201-00-4321-0000	New Line
	Check Total:	627.04			
Vendor: UB*00491	Beau & Jayne Christian			Check Sequence: 5	ACH Enabled: False
	Refund Check 009187-000, 24965 Bentgrass W	65.66	08/03/2022	601-00-2010-0000	
	Refund Check 009187-000, 24965 Bentgrass W	76.61	08/03/2022	611-00-2010-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: UB*00489	Refund Check 009187-000, 24965 Bentgrass W	32.83	08/03/2022	631-00-2010-0000	ACH Enabled: False
	Refund Check 009187-000, 24965 Bentgrass W	32.83	08/03/2022	621-00-2010-0000	
	Check Total:	207.93			
	Ronald B. & Mary J. Copeland			Check Sequence: 6	
	Refund Check 006234-000, 19555 Waterford Pl	22.67	08/03/2022	601-00-2010-0000	
	Refund Check 006234-000, 19555 Waterford Pl	26.45	08/03/2022	611-00-2010-0000	
	Refund Check 006234-000, 19555 Waterford Pl	11.33	08/03/2022	631-00-2010-0000	
	Refund Check 006234-000, 19555 Waterford Pl	11.34	08/03/2022	621-00-2010-0000	
	Check Total:	71.79			
	Vendor: 1273	DJ COMMERCIAL DOORS, LLC			
1200	Door Service	675.00	08/08/2022	101-19-4223-0000	
	Check Total:	675.00			
Vendor: UB*00483	Jason & Rebecca Drew			Check Sequence: 8	ACH Enabled: False
	Refund Check 007465-000, 6080 Riviera Ln	15.15	08/03/2022	601-00-2010-0000	
	Refund Check 007465-000, 6080 Riviera Ln	17.67	08/03/2022	611-00-2010-0000	
	Refund Check 007465-000, 6080 Riviera Ln	7.58	08/03/2022	631-00-2010-0000	
	Refund Check 007465-000, 6080 Riviera Ln	7.57	08/03/2022	621-00-2010-0000	
	Check Total:	47.97			
Vendor: 166	EARL F. ANDERSEN			Check Sequence: 9	ACH Enabled: False
0130260-IN	Street Signs	243.20	08/08/2022	101-32-4245-0000	
	Check Total:	243.20			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 10	ACH Enabled: True
903166	Chamberlain Captial	61.50	08/08/2022	101-18-4351-0000	
903351	Public Accuracy Test	23.85	08/08/2022	101-14-4351-0000	
904096	Public Accuracy Test	36.90	08/08/2022	101-14-4351-0000	
904097	TIF-2021	73.80	08/08/2022	470-00-4351-0019	
904333	TIF-2021	47.70	08/08/2022	470-00-4351-0019	
	Check Total:	243.75			
Vendor: 647	EDGEWOOD MARKETING			Check Sequence: 11	ACH Enabled: False
75043	Safety Camp Event-Sprot Bottle Green	675.54	08/08/2022	101-53-4248-0000	
	Check Total:	675.54			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 186	FERGUSON WATERWORKS, LLC. No.2518			Check Sequence: 12	ACH Enabled: False
498402	Water Meter Repair- PV#2	7,120.00	08/08/2022	211-00-4400-0000	
	Check Total:	7,120.00			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 13	ACH Enabled: True
2070740	Monthly Rental	112.95	08/08/2022	601-00-4400-0000	
2070740	Monthly Rental	112.95	08/08/2022	611-00-4400-0000	
2070740	Monthly Rental	112.95	08/08/2022	631-00-4400-0000	
	Check Total:	338.85			
Vendor: 471	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 14	ACH Enabled: False
0722-26	Special Assessment Annual Svc	164.00	08/08/2022	601-00-4400-0000	
0722-26	Special Assessment Annual Svc	182.50	08/08/2022	611-00-4400-0000	
0722-26	Special Assessment Annual Svc	190.00	08/08/2022	631-00-4400-0000	
0722-26	Special Assessment Annual Svc	182.50	08/08/2022	621-00-4400-0000	
0722-26	Special Assessment Annual Svc	192.50	08/08/2022	101-15-4400-0000	
	Check Total:	911.50			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 15	ACH Enabled: True
20163026	SCEC - Mats	74.86	08/08/2022	201-00-4400-0000	
20165743	City Hall - Mats	202.73	08/08/2022	101-19-4400-0000	
	Check Total:	277.59			
Vendor: UB*00484	Todd & Linda Larson			Check Sequence: 16	ACH Enabled: False
	Refund Check 005867-000, 6085 McKinley Pl	347.37	08/03/2022	601-00-2010-0000	
	Refund Check 005867-000, 6085 McKinley Pl	405.26	08/03/2022	611-00-2010-0000	
	Refund Check 005867-000, 6085 McKinley Pl	173.69	08/03/2022	631-00-2010-0000	
	Refund Check 005867-000, 6085 McKinley Pl	173.68	08/03/2022	621-00-2010-0000	
	Check Total:	1,100.00			
Vendor: UB*00486	David Leak			Check Sequence: 17	ACH Enabled: False
	Refund Check 007279-000, 5870 Minnetonka C	161.04	08/03/2022	611-00-2010-0000	
	Refund Check 007279-000, 5870 Minnetonka C	69.03	08/03/2022	631-00-2010-0000	
	Refund Check 007279-000, 5870 Minnetonka C	69.93	08/03/2022	621-00-2010-0000	
	Check Total:	300.00			
Vendor: 1090	LENNAR HOMES			Check Sequence: 18	ACH Enabled: False
24520Bentgrass	Escrow Refund - 24520 Bentgrass Way	13,050.00	08/08/2022	880-00-2200-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
24580 Bentgrass	Escrow Refund - 24580 Bentgrass Way	13,050.00	08/08/2022	880-00-2200-0000	
24600 Bentgrass	Escrow Refund - 24600 Bentgrass Way	13,050.00	08/08/2022	880-00-2200-0000	
24940 Bentgrass	Escrow Refund - 24940 Bentgrass Way	13,050.00	08/08/2022	880-00-2200-0000	
5725 Wooden Cleek	Escrow Refund - 5725 Wooden Cleek Drive	13,050.00	08/08/2022	880-00-2200-0000	
	Check Total:	65,250.00			
Vendor: 1272	ALYSSE & JOHN LORENCE			Check Sequence: 19	ACH Enabled: False
4875 Ferncroft Dr	Escrow Refund - 4875 Ferncroft Drive	17,363.41	08/08/2022	880-00-2200-0000	
	Check Total:	17,363.41			
Vendor: UB*00490	Terri Miller			Check Sequence: 20	ACH Enabled: False
	Refund Check 005498-000, 26820 Noble Rd	94.74	08/03/2022	601-00-2010-0000	
	Refund Check 005498-000, 26820 Noble Rd	110.52	08/03/2022	611-00-2010-0000	
	Refund Check 005498-000, 26820 Noble Rd	47.37	08/03/2022	631-00-2010-0000	
	Refund Check 005498-000, 26820 Noble Rd	47.37	08/03/2022	621-00-2010-0000	
	Check Total:	300.00			
Vendor: 289	MINGER CONSTRUCTION CO., INC.			Check Sequence: 21	ACH Enabled: False
PV#2-2021CB&CR	PV#2-Final - 2021 Catch Basin & Culvert Repai	4,870.32	08/08/2022	631-00-4680-0000	
	Check Total:	4,870.32			
Vendor: UB*00482	Michael T. & Erin H. Neilon			Check Sequence: 22	ACH Enabled: False
	Refund Check 008479-000, 5795 Club Lane	5.35	08/03/2022	611-00-2010-0000	
	Refund Check 008479-000, 5795 Club Lane	2.29	08/03/2022	631-00-2010-0000	
	Refund Check 008479-000, 5795 Club Lane	2.29	08/03/2022	621-00-2010-0000	
	Check Total:	9.93			
Vendor: 313	MICHELLE THU-THAO NGUYEN			Check Sequence: 23	ACH Enabled: True
July-2022	Mileage Reimbursement	103.70	08/08/2022	101-15-4331-0000	
	Check Total:	103.70			
Vendor: 355	SHRED-N-GO INC			Check Sequence: 24	ACH Enabled: False
138190	Shredded Svc	64.08	08/08/2022	101-13-4400-0000	
	Check Total:	64.08			
Vendor: 1248	EDWARD J. SHUKLE, Jr.			Check Sequence: 25	ACH Enabled: True
08-02-2022	Interim City Administrator Svc: 07/20/22-08/02/	4,522.50	08/08/2022	101-13-4400-0000	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,522.50			
Vendor: 360 June-2022-HCPF	SOUTH LAKE MINNETONKA POLICE DEPA Monthly-Henn Cty Process Fee	311.61	08/08/2022	Check Sequence: 26 101-21-4400-0000	ACH Enabled: False
	Check Total:	311.61			
Vendor: 1181 84539 84540	SPLIT ROCK MANAGEMENT, INC. Custodial Service-CH Building Custodial Service-PWs Building	472.00 358.00	08/08/2022 08/08/2022	Check Sequence: 27 101-19-4400-0000 101-32-4400-0000	ACH Enabled: True
	Check Total:	830.00			
Vendor: 282 687543-2021	T & M JOHNSON, INC. Metro Dining Club	3,000.00	08/08/2022	Check Sequence: 28 201-00-4247-0000	ACH Enabled: False
	Check Total:	3,000.00			
Vendor: 694 M27515	TIMESAVER OFF SITE SECRETARIAL, INC. Council Meeting	190.50	08/08/2022	Check Sequence: 29 101-13-4400-0000	ACH Enabled: True
	Check Total:	190.50			
Vendor: 384 13481	TOTAL PRINTING SERVICES Newsletters	940.00	08/08/2022	Check Sequence: 30 101-13-4351-0000	ACH Enabled: False
	Check Total:	940.00			
Vendor: 1083 July-2022	UNIFIRST CORPORATION Uniforms	546.84	08/08/2022	Check Sequence: 31 101-32-4400-0000	ACH Enabled: True
	Check Total:	546.84			
Vendor: 391 6599345	US BANK - CORPORATE TRUST SERVICES Acct#0131232NS-Series 2021A	500.00	08/08/2022	Check Sequence: 32 321-00-4720-0000	ACH Enabled: True Acct#103911NS-Series 2020A
	Check Total:	500.00			
Vendor: 638 PV#1-2022M&O	VALLEY PAVING PV#1 - 2022 Mill & Overlay Project	274,377.00	08/08/2022	Check Sequence: 33 416-00-4680-0000	ACH Enabled: False
	Check Total:	274,377.00			
Vendor: 415	WARNER CONNECT			Check Sequence: 34	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
29940964	Network Maint Services	168.75	08/08/2022	101-19-4321-0000	
	Check Total:	168.75			
Vendor: UB*00487	Richard & Angela Weidner			Check Sequence: 35	ACH Enabled: False
	Refund Check 005926-000, 5670 Old Market R	11.10	08/03/2022	601-00-2010-0000	
	Refund Check 005926-000, 5670 Old Market R	12.96	08/03/2022	611-00-2010-0000	
	Refund Check 005926-000, 5670 Old Market R	5.55	08/03/2022	631-00-2010-0000	
	Refund Check 005926-000, 5670 Old Market R	5.55	08/03/2022	621-00-2010-0000	
	Check Total:	35.16			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 36	ACH Enabled: True
278839	Road Maint	86.49	08/08/2022	101-32-4250-0000	
279037	Road Maint	1,293.63	08/08/2022	101-32-4250-0000	
279107	Road Maint	794.22	08/08/2022	101-32-4250-0000	
PV#10-GlenManitouA	PV#10-Glen Rd-Manitou-Amlee Street	214,220.00	08/08/2022	407-00-4680-0000	
PV#11F-GlenManitou	PV#11-FINAL - Glen Rd-Manitou-Amlee Street	27,089.72	08/08/2022	407-00-4680-0000	
	Check Total:	243,484.06			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 37	ACH Enabled: True
788641727	C.H. Svcs	758.30	08/08/2022	101-19-4380-0000	C.H. Svcs
788641727	P.W. Bldg Svc	413.48	08/08/2022	101-32-4380-0000	P.W. Bldg Svc
788641727	P.W. Street Lights Svc	4,016.86	08/08/2022	101-32-4399-0000	P.W. Street Lights Svc
788641727	Parks	416.58	08/08/2022	101-52-4380-0000	Parks
788641727	Amesbury	178.89	08/08/2022	601-00-4394-0000	Amesbury
788641727	Boulder Bridge	60.33	08/08/2022	601-00-4396-0000	Boulder Bridge
788641727	S.E. Area Svc	3,912.84	08/08/2022	601-00-4398-0000	S.E. Area Svc
788641727	Lift Station Street Lights	730.98	08/08/2022	611-00-4380-0000	L.S. Street Lights
788796923	P.W. Bldg Svc	-130.52	08/08/2022	101-32-4380-0000	S.E. Area Svc
788796923	Parks	38.83	08/08/2022	101-52-4380-0000	C.H. Svcs
789209480	24253 Smithtown Rd	1,972.80	08/08/2022	601-00-4395-0000	24253 Smithtown Rd
789215274	5735 Country Club Rd	909.16	08/08/2022	201-00-4380-0000	5735 Country Club Rd
789266378	5755 Country Club Rd	78.46	08/08/2022	101-19-4380-0000	5755 Country Club Rd
789574406	5700 County Rd 19	55.15	08/08/2022	101-32-4399-0000	5700 County Rd 19
789574406	5700 County Rd 19 - Unit Light	241.34	08/08/2022	101-32-4399-0000	5700 County Rd 19 - Unit Light
789648954	28125 Boulder Bridge Drive	4,138.23	08/08/2022	601-00-4396-0000	28125 Boulder Bridge Drive
789665949	4931 Shady Isalnd Road	23.92	08/08/2022	611-00-4380-0000	4931 Shady Isalnd Road
	Check Total:	17,815.63			
Vendor: UB*00485	Igor & Irene Zotov			Check Sequence: 38	ACH Enabled: False
	Refund Check 007959-000, 23930 Yellowstone	48.36	08/03/2022	611-00-2010-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund Check 007959-000, 23930 Yellowstone	20.72	08/03/2022	631-00-2010-0000	
	Refund Check 007959-000, 23930 Yellowstone	20.73	08/03/2022	621-00-2010-0000	
	Check Total:	89.81			
	Total for Check Run:	648,599.22			
	Total of Number of Checks:	38			



## City of Shorewood Council Meeting Item

2C

MEETING TYPE  
Regular Meeting

**Title / Subject:** Vacate a portion of Fire Lane 1 to Set Property Line

**Meeting Date:** August 8, 2022  
**Prepared by:** Marie Darling, Planning Director

**Applicant:** City of Shorewood  
**Location:** 4580 Enchanted Point

The item was continued to this meeting from the July 25, 2022 meeting as action requires a 4/5<sup>th</sup> vote of the Council.

**Action Requested:** Staff recommends that City Council continue this item to the August 22, 2022 meeting when full attendance of the Council is anticipated.

**Proposed Motion:** Move to continue the request to August 22, 2022.

A continuance of this item requires a simple majority of Councilmembers.

**Public Notice:** The public hearing was opened on June 27, 2022 and closed on July 25, 2022. The notice for the request and public hearing opened on June 27, 2022 were published twice in the official newspaper and the affected property owner received notice as required by statute. The DNR was also noticed and given a 60-day comment period as required by statute.



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



## City of Shorewood Council Meeting Item

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**Title/Subject:** Accept Final Improvements for Freeman Park Drainage Improvements Project; City Project 20-10  
**Meeting Date:** Monday, August 8, 2022  
**Prepared by:** Andrew Budde, City Engineer  
**Reviewed by:** Larry Brown, Director of Public Works  
**Attachments:** Resolution and Final Payment Application

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**Background:** At the November 9<sup>th</sup>, 2022 Council Meeting, Council awarded the contract for the Freeman Park Drainage Improvements Project to Schneider Excavating & Grading, Inc. The intent of the project was to improve existing drainage issues at Freeman Park resulting in poor drainage and erosion of the existing ball fields. The project entailed installing new storm sewer piping, catch basins, and supplemental site grading to improve drainage. Schneider Excavating & Grading, Inc. has completed all work associated with the project and is requesting final payment and acceptance of the work.

Schneider Excavating & Grading, Inc. has submitted the Minnesota IC-134 Withholdings Affidavit Form and the request for final payment.

A resolution accepting the improvements associated with the Freeman Park Drainage Improvements Project and authorizing final payment is included for council consideration and approval.

**Financial Considerations:** Schneider Excavating & Grading, Inc. was awarded the project with a bid in the amount of \$69,702.70. The final, completed amount is for \$67,355.70, which is 3% below the estimated project cost. The reduction in cost was attributable to lower quantities of removals required to construct the improvements.

**Recommendation/Action Requested:** Staff has reviewed the estimate, verified quantities, and recommends approval of the resolution for final acceptance and payment for city project 20-10, the Freeman Park Drainage Improvements Project, and final payment in the amount of \$3,367.78 to Schneider Excavating & Grading, Inc.

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

**RESOLUTION 22-070**

**A RESOLUTION TO ACCEPT FINAL IMPROVEMENTS FOR THE FREEMAN PARK  
DRAINAGE IMPROVEMENTS PROJECT; CITY PROJECT 20-10**

**WHEREAS**, pursuant to the approved award of the Freeman Park Drainage Improvements Project to Schneider Excavating & Grading, Inc. at the November 9<sup>th</sup>, 2020, Council Meeting; and

**WHEREAS**, Schneider Excavating & Grading, Inc. has completed all work in accordance with the awarded contract; and

**WHEREAS**, Schneider Excavating & Grading, Inc. is requesting final payment and acceptance for the work; and

**WHEREAS**, Staff has reviewed the estimate, verified quantities, verified completed punch lists, received all applicable close out documents from the contractor, and recommends final payment and acceptance of the project to Schneider Excavating & Grading, Inc.

**NOW, THEREFORE, BE IT RESOLVED:** the City Council of the City of Shorewood hereby authorize final acceptance and approve final payment to Schneider Excavating & Grading, Inc. for the Freeman Park Drainage Improvements Project according to the plans and specifications on file in the office of the City Clerk.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD** this 8<sup>th</sup> day of August, 2022.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**



Contractor: Schneider Excavating & Grading, Inc.  
Name of Project: Freeman Park Drainage Improvements

Estimate Number: 2  
Application Date: 7/18/2022  
Pay Period: 1/4/21 - 7/18/22

% COMPLETED AFTER THIS ESTIMATE..... 96.6%

ORIGINAL CONTRACT AMOUNT ..... \$69,702.70

CHANGE ORDERS/EXTRA WORK:

No.	Description	Additions	Deductions
			\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -

TOTAL ADDITIONS..... \$ -  
SUB TOTALS..... \$69,702.70  
TOTAL DEDUCTIONS..... \$ -

CONTRACT AMOUNT TO DATE..... \$69,702.70

TOTAL COMPLETED TO DATE..... \$ 67,355.70  
MATERIALS STORED..... \$ -  
TOTAL COMPLETED AND STORED TO DATE..... \$ 67,355.70  
LESS 0% RETAINAGE..... \$ -  
TOTAL EARNED LESS RETAINAGE..... \$ 67,355.70

LESS PREVIOUS PAYMENTS:

Est. No. <u>1</u>	Amount \$ <u>63,987.92</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. _____	Amount \$ <u>-</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. _____	Amount \$ <u>-</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. _____	Amount \$ <u>-</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. _____	Amount \$ <u>-</u>	Est. No. _____	Amount \$ <u>-</u>
Est. No. _____	Amount \$ <u>-</u>	Est. No. _____	Amount \$ <u>-</u>

Total Estimates \$ 63,987.92

AMOUNT DUE THIS ESTIMATE..... \$ 3,367.78

Payment requested by:  
Schneider Excavating & Grading, Inc.  
Contractor Representative:

By: [Signature]  
Date: 7-18-2022

Approved and recommended for payment by:  
Bolton & Menk, Inc.  
Project Manager:

By: [Signature]  
Date: 7-18-2022

Contractor: Schneider Excavating & Grading, Inc.  
Freeman Park Drainage Improvements  
Application for Payment  
City of Shorewood

Application Number: 2  
Application Date: 7/18/2022  
Period to: 1/4/21 - 7/18/22  
BMI Project Number: 0C1.122876

Item No.	Description of Work	Original Plan Quantity	Unit of Measure	Bid Price	Original Contract Amount	D		Total Quantity to Date	Total Amount Completed to Date
						Current Pay Application	Quantity this App.		
						Quantity this App.	Amount this App. (B x D)		(B x E)
	BASE BID								
1	MOBILIZATION	1	LUMP SUM	\$5,000.00	\$5,000.00	0.00	\$0.00	1.00	\$5,000.00
2	REMOVE GRAVEL (PARKING LOT)	240	SQ YD	\$2.00	\$480.00	0.00	\$0.00	240.00	\$480.00
3	REMOVE AGLIME SURFACING	125	SQ YD	\$2.00	\$250.00	0.00	\$0.00	125.00	\$250.00
4	SALVAGE FENCE	81	LIN FT	\$8.00	\$648.00	0.00	\$0.00	40.00	\$320.00
5	SALVAGE BENCH	1	EACH	\$300.00	\$300.00	0.00	\$0.00	1.00	\$300.00
6	SALVAGE WOOD BOLLARDS	14	EACH	\$40.00	\$560.00	0.00	\$0.00	14.00	\$560.00
7	AGGREGATE BASE CLASS 5	80	TON	\$25.00	\$2,000.00	0.00	\$0.00	31.00	\$775.00
8	AGLIME SURFACING	75	TON	\$35.00	\$2,625.00	0.00	\$0.00	70.47	\$2,466.45
9	TOPSOIL BORROW (CV)	20	CU YD	\$0.01	\$0.20	0.00	\$0.00	0.00	\$0.00
10	15" RC PIPE SEWER DES 3006 CL V	404	LIN FT	\$47.00	\$18,988.00	0.00	\$0.00	404.00	\$18,988.00
11	18" RC PIPE SEWER DES 3006 CL V	155	LIN FT	\$68.00	\$10,540.00	0.00	\$0.00	155.00	\$10,540.00
12	18" RC PIPE APRON W/ TRASHGUARD	1	EACH	\$2,082.00	\$2,082.00	0.00	\$0.00	1.00	\$2,082.00
13	RANDOM RIPRAP CLASS III	6	CU YD	\$150.00	\$900.00	0.00	\$0.00	6.00	\$900.00
14	CONSTRUCT DRAINAGE STRUCTURE DESIGN R-1	4	LIN FT	\$399.00	\$1,596.00	0.00	\$0.00	4.00	\$1,596.00
15	CONSTRUCT DRAINAGE STRUCTURE DES 48-4020	14	LIN FT	\$567.00	\$7,938.00	0.00	\$0.00	14.00	\$7,938.00
16	4" POLYSTYRENE INSULATION	4	SQ YD	\$75.00	\$300.00	0.00	\$0.00	4.00	\$300.00
17	CASTING ASSEMBLY (STORM)	5	EACH	\$950.00	\$4,750.00	0.00	\$0.00	5.00	\$4,750.00
18	INSTALL SALVAGED FENCE	81	LIN FT	\$23.00	\$1,863.00	0.00	\$0.00	40.00	\$920.00
19	INSTALL SALVAGED BENCH	1	EACH	\$600.00	\$600.00	0.00	\$0.00	1.00	\$600.00
20	INSTALL SALVAGED WOODED BOLLARDS	14	EACH	\$100.00	\$1,400.00	0.00	\$0.00	14.00	\$1,400.00
21	SILT FENCE, TYPE MS	125	LIN FT	\$4.40	\$550.00	0.00	\$0.00	125.00	\$550.00
22	BIOLOG	225	LIN FT	\$4.40	\$990.00	0.00	\$0.00	225.00	\$990.00
23	SANDBAGS	15	LIN FT	\$20.00	\$300.00	0.00	\$0.00	0.00	\$0.00
24	DITCH CHECK- BIOLOG	5	EACH	\$66.00	\$330.00	0.00	\$0.00	10.00	\$660.00
25	INLET PROTECTION	4	EAH	\$250.00	\$1,000.00	0.00	\$0.00	4.00	\$1,000.00
26	EROSION CONTROL BLANKET CAT. 3N W/SEED MIX 25-151 (220 LBS/AC W/TYPE 3 FERTILIZER)	1350	SQ YD	\$2.75	\$3,712.50	0.00	\$0.00	1,451.00	\$3,990.25
	TOTAL:				\$69,702.70		\$0.00		\$67,355.70





## City of Shorewood Council Meeting Item

2E

MEETING TYPE  
Regular Meeting

**Title / Subject:** Approval of Extension for Variance to Side Yard Setbacks

**Location:** 23320 Park Street

**Applicant:** Kimberly Poe

**Meeting Date:** August 8, 2022

**Prepared by:** Jason Carlson, Planning Technician

**Attachments:** Resolution 2021-080 (Original Approval)  
Applicants Request  
Resolution 22-071

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**Background:** Kimberly Poe, (the “Applicant”) has submitted a request for an extension for a variance to side yard setbacks.

The applicant has told staff that they have had delays with the builder and sub-contractors due to workload. They have submitted for permit, but it has not yet been issued.

**Financial or Budget Considerations:** The extension has no impact on the budget.

**Recommendation / Action Requested:** Staff recommend approval of the extension for the side yard setback variance.

**Recommendation / Action Requested:** Staff recommends approval of the request for an extension to the variance for side yard setbacks for property located at 23320 Park Street.

Action on this request would require a simple majority.

**Next Steps and Timelines:** Should the City Council approve this request; the applicant would need to satisfy all original conditions of approval.

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

**RESOLUTION 2021-080  
CITY OF SHOREWOOD  
COUNTY OF HENNEPIN  
STATE OF MINNESOTA**

**A RESOLUTION APPROVING A VARIANCE TO THE SIDE YARD SETBACK FOR  
PROPERTY LOCATED AT 23320 PARK STREET**

**WHEREAS**, Kimberly Poe, (the “Applicant”) proposes encroachments beyond the current nonconforming footprint of the home on property legally described as:

Lots 1 and 12, Block 2, Ball’s Addition to Excelsior, according to the recorded plat thereof, Hennepin County, Minnesota.

**WHEREAS**, the Applicant has applied for a variance to allow an addition to be 7.2 feet from the side property line where 10 feet is required; and

**WHEREAS**, the Applicant’s request was reviewed by the planning staff, whose recommendation is included in a memorandum for the July 6, 2021 Planning Commission meeting, a copy of which is on file at City Hall; and

**WHEREAS**, the Planning Commission held a public meeting on July 6, 2021 to review the application, the minutes of the meetings are on file at City Hall; and

**WHEREAS**, the City Council considered the application at its regular meeting on July 26, 2021, at which time the planning staff memorandum and the Planning Commission’s recommendations were reviewed and comments were heard by the City Council from the Applicant, staff and public.

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

**FINDINGS OF FACT**

1. The subject property is located in the R-1D zoning district, which requires all buildings to be set back 10 feet from the side property lines.
2. The existing home was constructed in 1924, prior to modern zoning regulations.
3. The existing home is considered legally non-conforming and is currently located as close as six feet to the side property line.
4. Section 1201.03 Subd. 1, i. of the zoning regulations provides that a legal nonconforming home may be expanded provided that the expansion does not increase the nonconformity and complies with the height and setback requirements of the district in which it is located.

5. Section 1201.05 of the zoning regulations provides that the purpose of a variance is to allow a process to deviate from the strict provision of the zoning regulations when there are practical difficulties and the action is the minimum to alleviate the practical difficulties.
6. Section 1201.05 of the zoning regulations provides that in making the above determination, the City may consider the circumstances unique to the property and not created by the landowner.
7. The Applicant's proposal is identified on the application materials and plans submitted on May 24, 2021, and June 4, 2021.

### **CONCLUSIONS**

- A. Based upon the foregoing, and the records referenced herein, the City Council hereby approves the Applicant's request to construct an addition to be 7.2 feet from the side yard, based on the plans and materials submitted May 24, 2021, and June 4, 2021.
- B. The City Council specifically finds that the Applicant's request for the variance is consistent with the variance criteria listed in the zoning ordinance as it specifically demonstrates practical difficulties based on the original construction date of the home and would be the minimum request to alleviate the practical difficulties. Additionally, that the improvements proposed would not inappropriately impact the area, public welfare or other lands/improvements in the area.
- C. The variance shall expire one year after approval unless the applicant has completed the project or an extension has been requested in accordance with Section 1201.05 Subd. 3 of City Code.
- D. The City Clerk is hereby authorized and directed to provide a certified copy of this resolution for filing with the Hennepin County Recorder or Registrar of Titles.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA**  
this 26th day of July, 2021.

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

**Attest:**

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

## Marie Darling

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**From:** accounting oakhillbusiness.com <accounting@oakhillbusiness.com>  
**Sent:** Friday, July 22, 2022 2:32 PM  
**To:** Marie Darling  
**Subject:** Re: Pre- Review of 23320 Park Street

After the delay last year to get the variance, I wasn't able to get my builder and subs lined back up until now. I did not realize a side yard set back variance would expire. Yes, I am requesting an extension, please. When is the next meeting and when is the soonest I can schedule my concrete work for footings?

Thank you for your help. I just have to get this completed this year as the project includes a main floor bathroom that is very important.

Thanks again

Kim

Sent from my iPhone

On Jul 22, 2022, at 2:12 PM, Marie Darling <MDarling@ci.shorewood.mn.us> wrote:

The addition looks consistent with what was approved for the variance. However, the big issue is that the variance expires on July 26.

Kimberly – Please send me a request no later than Monday for an extension. I'll put in on the Council agenda for the 1<sup>st</sup> meeting in August.

*Marie Darling*

*Planning Director*

952-960-7912

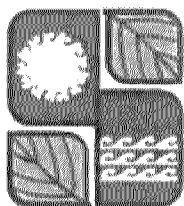
[mdarling@ci.shorewood.mn.us](mailto:mdarling@ci.shorewood.mn.us)

*City of Shorewood*

*5755 Country Club Road*

*Shorewood, MN 55331*

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



CITY OF  
SHOREWOOD

[www.ci.shorewood.mn.us](http://www.ci.shorewood.mn.us)



**RESOLUTION 22-071  
CITY OF SHOREWOOD  
COUNTY OF HENNEPIN  
STATE OF MINNESOTA**

**A RESOLUTION APPROVING AN EXTENSION FOR A VARIANCE TO THE SIDE  
YARD SETBACK FOR PROPERTY LOCATED AT 23320 PARK STREET**

**WHEREAS**, The City of Shorewood approved a request on July 26, 2021 from Kimberly Poe, (the “Applicant”) to propose encroachments beyond the current nonconforming footprint of the home on property legally described as:

Lots 1 and 12, Block 2, Ball’s Addition to Excelsior, according to the recorded plat thereof, Hennepin County, Minnesota.

**WHEREAS**, Resolution 2021-080 included a condition that the approvals would expire in one year if the applicant has not completed the project or utilized the variance, unless an extension has been approved; and

**WHEREAS**, the one year period would have expired on July 26, 2022, but the applicant requested an extension prior to that date.

**WHEREAS**, the Applicant has outstanding conditions of approval that they have yet to satisfy.

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

1. The applicant has until July 26, 2023, to complete the addition.
2. All other conditions listed in Resolution 2021-080 shall remain in effect.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA**  
this 8th day of August 2021.

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

**Attest:**

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



## City of Shorewood Council Meeting Item

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**Title/Subject:**        **Accept Resignation of Park/Rec Director  
Twila Grout and Authorize Advertisement of Position**

Meeting Date:        Monday, August 8, 2022

Prepared by:        Sandie Thone, City Clerk/HR Director

Reviewed by:        Ed Shukle, Interim City Administrator

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2F

MEETING  
TYPE  
Regular

**Background:** Park and Recreation Director Twila Grout has submitted her resignation effective October 31, 2022 but her last day physically at work is planned for September 30, 2022. Twila will be retiring from the City of Shorewood with over 24 years of service!

Twila began her employment with Shorewood in December of 1997 as a Secretary for Administration at City Hall. In January of 2000 she was promoted to Receptionist/Park Secretary and over the years transitioned into the Administrative Assistant role supporting Parks, Recreation programming, and eventually the Shorewood Community & Event Center (formerly South Shore Center). She currently holds the position of Park/Recreation Director which she transitioned to in 2020 and is responsible for overseeing the Shorewood Community and Event Center, as well. Twila has been an exceptional employee for the city and has been very involved in community events, has a good rapport with the senior partners at the Center, and has served in so many capacities over the years to make the City of Shorewood a better place. She expressed her very favorite part of working at the city has been the people; the staff, the residents, and all the people she has had the pleasure to work with over the years. We wish her the best in her retirement!

**Action Requested:** Staff respectfully recommends the city council accept the resignation of Twila Grout and authorize staff to advertise to fill the position of Park/Recreation Director. Motion, second and simple majority vote required.

August 2, 2022

Mr. Ed Shukle  
Interim City Administrator  
City of Shorewood  
5755 Country Club Road  
Shorewood, MN 55364

Dear Ed:

This letter is my official notification to you, Mayor Labadie and City Council that I will be retiring. I would like my last day of work to be September 30, 2022 and take vacation the month of October, with my retirement date being October 31, 2022.

I am excited about my impending retirement but wanted to take this opportunity to thank you for all the opportunities that I have experienced during my 20+ years of service. I have genuinely enjoyed my employment with the city and will miss everyone when my retirement day comes.

If I can be of any assistance before my retirement please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Twila Grout". The ink is dark and the signature is fluid.

Twila Grout



## City of Shorewood Council Meeting Item

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**Title/Subject:** Approving Hire of Jeremy Moe as Public Works LEO/Shop Technician

Meeting Date: Monday, August 8, 2022

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

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

**Background:** The city most recently recruited qualified candidates for the Public Works LEO/Shop Technician position vacated when Brad Mason retired. Candidates were interviewed during the period of July 27<sup>th</sup> through August 2, 2022. It was agreed to offer the position to Jeremy Moe, determining his knowledge, experience, and skills would be a good fit for the position and an asset to the team. Jeremy's most recent experience is as a Vehicle Technician for School District 196.

**Financial Considerations:** Staff is recommending Jeremy's compensation rate be set at Year 2; \$31.46 per hour, of the AFSCME Union scale for the Shop Tech position, as outlined in the AFSCME Union Contract. The position will be reviewed at the 6-month anniversary for consideration of permanent appointment. The position is non-exempt, PERA eligible, benefit eligible, and receives vacation, sick leave, and holiday benefits.

**Action Requested:** Staff respectfully recommends the city council approve Jeremy Moe's hire as a probationary employee in the capacity of Public Works LEO/Shop Technician for the City of Shorewood. Motion, second and simple majority vote required.

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

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





## City of Shorewood Council Meeting Item

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**Title/Subject:** Accept Quote for Badger Park Cameras and Intrusion Alarm System  
**Meeting Date:** Monday, August 8, 2022  
**Prepared by:** Larry Brown, Director of Public Works  
**Attachments:** Site Photo, Quote from GSSC

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**Background:** Over the past year, the new Badger Restroom facility has seen a substantial amount of vandalism. Staff has voiced concern to the City Council and Park Commission as to the frequency of events and damage incurred at this facility.

In response, it has been recommended that cameras be installed on the exterior of the restroom facility. Therefore, staff solicited a proposal from GSSC. This firm is the security firm that installed and maintains the camera and security systems at City Hall and the Shorewood Community and Event Center.

Attachment 1 is as diagram of where it is recommended that two cameras be installed. One camera would be aimed to cover the entrances to the restrooms, with the second camera aimed at the park shelter located west of the restroom facility.

Attachment 2 is the proposal for the cameras and intrusion alarm system. The system would include a digital video recorder (DVR) that would record data for 30 days. After that period the data would begin to be overwritten by the subsequent days. Since the data is contained locally within the utility room of the building, it is recommended that an intrusion alarm system be installed on the doorway of this room.

**Finance:** Costs for the system amount to \$8,783.14 (without sales tax) and an ongoing fee of \$39.95 (again without tax) for intrusion alarm monitoring. Since this expenditure was not programmed into any of the budgets, it is recommended that the system installation expenditure be funded from the Park Capital Improvement Program (CIP) and the ongoing monthly expenditure being funded by the Park Operating Budget.

**Recommendation:** Staff is recommending approval of the motion that accepts the quote from GSSC for installation of a camera and intrusion alarm system for Badger Park in the amount of \$8,783.14 in addition to ongoing monitoring costs.





**CAMERA REVISED  
TO COVER BOTH  
ENTRANCES**

**CAMERA REVISED  
TO COVER PARK  
SHELTER**



**CITY OF SHOREWOOD**

**ATTACHMENT 1  
CAMERA LOCATION**

Proposal #25076  
Printed on 2022-08-03  
Quote valid through 2022-09-02

***City of Shorewood - Badger Park***  
***for***  
***City of Shorewood***  
5755 Country Club Road  
Shorewood, MN 55331- USA

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***Prepared For:***

Larry Brown  
952-960-7913  
Lbrown@shorewoodpw.com

***Prepared By:***

Robert Kilian  
Senior Business Development Manager  
952-858-5068  
robertk@gssc.net

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## Statement of Work

### Security System:

GSSC proposes to install a 24/7 monitored security system for the mechanical room. (Network Video Recorder Location)

**The proposed system will include the following equipment and services:**

- (1) DMP security panel
- (1) DMP LTE Cellular Communicator
- (1) Standard Keypad
- (1) Door contact
- (1) Motion detector
- (1) Siren
- Security Decals On Entry Doors & Vulnerable Windows
- (1) Yard Sign For Additional Deterrent
- Wire
- Labor to install

### Video Surveillance System:

GSSC proposes to install a stand alone on site recorded two camera video surveillance system.

**The proposed camera system will include the following equipment and services:**

- (2) 5mp high resolution vandal resistant dome cameras with varifocal lenses. One camera to view the entry into the men's and woman's bathroom's and one camera to view the picnic bench area.
- (1) Wall hanging NVR lock box - To be installed on the mechanical room wall located behind the bathrooms
- (1) 20 inch monitor
- (1) Hanwha NVR with 30 days of video storage
- (1) UPS For Video System - Backup Power & Surge Protection
- Wire
- Programing
- Labor to install

LOCAL VIDEO VIEWING ONLY - IF REMOTE VIEWING WANTED, CUSTOMER TO PROVIDE INTERNET CONNECTION IN HEADEND ROOM



## Quote Details

### PURCHASED EQUIPMENT

QTY	DESCRIPTION
<b>INTRUSION</b>	
1	PKG,XT50N,7060,263LTE-V,XFRM,SM,GRY
2	LOCK,W/ KEY,DMP
1	CLAMP,GROUND,1/2 TO 1IN,BRASS,UL
1	BATT,SLA,12VDC,7AH
1	SIREN,15W,12VDC,106DB,125MA,SURF MNT,INT,WHT
1	DET,PIR,MOTION,40'X40',94 DEG,100LBS PET,10MA,WHT
1	CONTACT,MDR/OHD,SURF,NO,2-IN,SIL,2-FT MC
1	CBL,22-04,STR,NS,PLEN,WHT/RED JKT,500',BOX
3	SECURITY DECAL/"PROTECTED BY"/INT/EXT/DBL SIDED
2	GS-YARD-SIGN-STAKE-11X11
1	CONDUIT, BOXES, SHOP SUPPLIES
1	DMP Activation Fee

<b>VIDEO</b>	
1	NVR,8CH(4LIC),2TB,8 POE+ PORTS,100W MAX,WAVE
1	UPS,SINEWAVE,800VA/480W,6OUTLETS,UL
2	CAM,DOME,3.9-9.4MM,5MP,WDR,164' IR,13W,EXT,WHT
1	MNT,WALL,ARM,DOME,CAM,WHT,EXT/INT
1	MNT,CAP,PNDT,DOME,MEDIUM,WHT,EXT
2	MNT,BASE,WALL,WHT,EXT
1	MON,LED,20IN,VGA/HDMI/BNC LOOPING,16-9,BLK
1	RACK,12U,ENCLOSED RACK,COOLING,FRONT LOCK,BLACK
1	z,STARTECH.COM 2U 16IN UNIVERSAL FIXED VENTED RACK
1	CBL,24-4P,CAT5E,NS,SLD,PLEN,CMP,BLU,500',BOX
1	PKG,CONN,CAT5E,EZ-RJ45,MALE,NETWORK,15PC
2	CONDUIT, BOXES, SHOP SUPPLIES
1	DMP Activation Fee

## INSTALLATION SERVICES

DESCRIPTION
<b>INTRUSION</b>
Installation Services
<b>VIDEO</b>
Installation Services

## RECURRING PROFESSIONAL SERVICES

DESCRIPTION
<b>INTRUSION</b>
Intrusion Monitoring, 36 Month Term
Cell Monitoring, 36 Month Term
Interactive, Virtual Keypad Web/App Control, 36 Month Term

## QUOTE TOTALS

ONE-TIME CHARGES	PRICE
ONE-TIME CHARGES SUBTOTAL	\$8,783.14
SALES TAX	\$206.47
ONE-TIME CHARGES TOTAL	<b>\$8,989.61</b>
RECURRING CHARGES	PRICE PER MONTH
RECURRING CHARGES SUBTOTAL	\$39.95
SALES TAX	\$3.01
RECURRING CHARGES TOTAL	<b>\$42.96</b>



## General Terms and Conditions

1. CUSTOMER agrees to purchase or rent from GSSC E.P.G. LLC or lease from a third party, the security alarm system identified on the attached Equipment List, including transmission boxes and wire connections, and excluding communication lines, necessary to transmit signals from the above installation location to GSSC E.P.G. LLC's central station monitoring center (if applicable) (the "System").
2. CUSTOMER agrees to pay GSSC E.P.G. LLC under the terms described herein.
3. IF THIS AGREEMENT COVERS A SECURITY ALARM SYSTEM FOR PERSONAL, FAMILY, HOUSEHOLD OR OTHER CONSUMER USE, THEN YOU, AS THE CUSTOMER, MAY CANCEL THIS TRANSACTION PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.
4. GSSC E.P.G. LLC warrants that the System will be free from defects in material and workmanship for a period of one (1) year from the date of installation. GSSC E.P.G. LLC also warrants that the installation of the System will be performed in a workman like manner and will conform to all requirements necessary to provide the CUSTOMER a functioning system and monitoring services at the time of installation. GSSC E.P.G. LLC will, during normal business hours of 8:00 a.m. through 4:30 p.m. Monday through Friday excluding holidays, at its discretion repair or replace any defective part of the System at no cost to CUSTOMER during the term of the warranty. Warranty services performed outside of such days and hours shall be subject to applicable hourly charges. It is further agreed that during the term of the warranty herein recited CUSTOMER shall not tamper with, disturb, damage, remove, adjust or interfere with the System or its operation nor permit anyone ("Improper Acts"), other than GSSC E.P.G. LLC's representatives to do the same, and if an Improper Act occurs, by any unauthorized person, the above warranty shall be of no force or effect and CUSTOMER agrees to pay GSSC E.P.G. LLC all of the costs of repair or relocation arising from such Improper Act. After normal business hours emergency service is available at overtime rates, calls to or from on-call technicians are billable.
5. If GSSC E.P.G. LLC is providing monitoring service for the System, CUSTOMER shall provide GSSC E.P.G. LLC with a list of persons who shall have the right to enter the premises and may be called upon by GSSC E.P.G. LLC for a key to enter the Premises.
6. Notwithstanding the term of this Agreement as stated above and subject to GSSC E.P.G. LLC's right to terminate this Agreement as provided herein, the initial term of this Agreement commences on the date the System is installed and becomes operative and thereafter until such time as either party upon 30 days advance written notice advises the other party of its intent to terminate this Agreement at the end of the then current term. It is further agreed that after the expiration of the initial term of this Agreement, this Agreement shall automatically renew for successive periods of one year and GSSC E.P.G. LLC may periodically adjust the charges due under this Agreement, if applicable. Within thirty (30) days of receipt of notice of such adjustment, CUSTOMER may terminate this Agreement by providing written notice to GSSC E.P.G. LLC, provided CUSTOMER is not in default of any terms or conditions in this Agreement.
7. In consideration of the goods and services provided by GSSC E.P.G. LLC as described herein, CUSTOMER agrees to pay GSSC E.P.G. LLC as follows: GSSC E.P.G. LLC shall invoice CUSTOMER for the services rendered pursuant to this Agreement. If CUSTOMER contends that any such invoice is incorrect, CUSTOMER shall notify GSSC E.P.G. LLC's accounting department, in writing, within fourteen (14) days after receipt of such invoice and specify the reason for such contention. If CUSTOMER does not so notify GSSC E.P.G. LLC, CUSTOMER forever waives the right to further dispute such invoice and CUSTOMER agrees to the accuracy of such invoice. CUSTOMER shall pay such invoice within thirty (30) days after the date of the invoice and GSSC E.P.G. LLC's rights in and to such payments shall be absolute and unconditional and shall not be subject to any abatement, reduction, set-off, defense, counterclaim or recoupment for any reason, including, without limitation, any past, present or future claims which CUSTOMER may have against GSSC E.P.G. LLC. If CUSTOMER fails to pay GSSC E.P.G. LLC within thirty (30) days after the date of such invoice, CUSTOMER agrees to pay GSSC E.P.G. LLC interest at a rate which is equal to the greater of (i) the maximum rate allowed by applicable law; or (ii) one and one-half percent per month. CUSTOMER agrees to pay GSSC E.P.G. LLC for all costs and expenses incurred by GSSC E.P.G. LLC in collecting amounts owed by CUSTOMER under this Agreement, including reasonable pre-judgment and post-judgment attorneys' fees.
8. If CUSTOMER is purchasing the System, this Agreement hereby constitutes a Security Agreement under the Uniform Commercial Code. CUSTOMER hereby grants GSSC E.P.G. LLC a security interest in the System to secure CUSTOMER's payment for the System and monitoring charges under this Agreement and payment of any amount due under any other agreement between CUSTOMER and GSSC E.P.G. LLC. CUSTOMER agrees that GSSC E.P.G. LLC may file a financing statement under the Uniform Commercial Code in order to perfect the security interest granted herein. If a Event of Default occurs as defined herein, CUSTOMER hereby consents and acknowledges that GSSC E.P.G. LLC may exercise, in addition to the rights and remedies contained herein, all rights and remedies of a secured party under the Uniform Commercial Code or any other applicable law.
9. An Event of Default under this Agreement shall mean that (i) a bankruptcy petition, whether voluntary or involuntary, is filed by or against CUSTOMER; (ii) CUSTOMER makes an assignment for the benefit of creditors; (iii) CUSTOMER fails to pay GSSC E.P.G. LLC when due all amounts owed by CUSTOMER to GSSC E.P.G. LLC under any agreement between CUSTOMER and GSSC E.P.G. LLC; (iv) CUSTOMER or GSSC E.P.G. LLC fails to perform any obligation under any agreement between CUSTOMER and GSSC E.P.G. LLC. If an Event of Default occurs, GSSC E.P.G. LLC has the right to exercise any one or more of the following remedies: (a) to declare the entire unpaid amounts owed to GSSC E.P.G. LLC under this Agreement and/or any other agreement between CUSTOMER and GSSC E.P.G. LLC immediately due and payable; (b) to sue CUSTOMER to recover all unpaid amounts owed to GSSC E.P.G. LLC by CUSTOMER under this Agreement and/or any other agreement between GSSC E.P.G. LLC and CUSTOMER; (c) to immediately terminate this Agreement or any other agreement between CUSTOMER and GSSC E.P.G. LLC; and (d) to pursue any other lawful remedy available to GSSC E.P.G. LLC. If an Event of Default occurs, CUSTOMER has the right to terminate this Agreement or any other agreement between CUSTOMER and GSSC E.P.G. LLC.
10. If any authority having jurisdiction or CUSTOMER shall require or make necessary any changes to the System as per this contract, CUSTOMER agrees to pay for such changes and immediately notify GSSC E.P.G. LLC of such changes. All such changes to the System, of any kind, shall be subject to the security interest granted herein by CUSTOMER to GSSC E.P.G. LLC. CUSTOMER also agrees to obtain and pay any city, state or federal taxes, fees or permit charges now in force or hereinafter relating to the System.
11. If CUSTOMER is leasing the System and CUSTOMER does not exercise the purchase option, if any, upon the expiration or earlier termination of this Agreement, with respect to the System, or any part thereof, CUSTOMER shall provide GSSC E.P.G. LLC with reasonable access to the premises described above for the purpose of removal of the System, or any part thereof, from the premises in good repair, condition and working order (ordinary wear and tear excepted). After such removal, GSSC E.P.G. LLC will not repair any holes made as a result of installing or removing the System, or any part thereof and GSSC E.P.G. LLC will not refinish ceilings, walls or floors, or the replacement of wallcoverings or floorcoverings.

Initials: \_\_\_\_\_



12. Prior to installation of the System, CUSTOMER shall obtain the consent of the owner of the above installation address and of any other affected occupants. By signing this Agreement, CUSTOMER warrants that all of the necessary consents to the installation and operation of the System, including necessary work such as drilling holes, driving nails and making attachments have been obtained by CUSTOMER. The NEC (National Electrical Code) as Adopted by the State of Minnesota requires that abandoned cable be removed from a building or tagged at both ends for future use. Removal of any abandoned cable is the responsibility of the Building Owner/Tenant unless specified otherwise on this contract. Any such removal of abandoned cable required by the Authority Having Jurisdiction is the sole responsibility of the building owner/tenant to contract with a qualified contractor.

13. CUSTOMER AGREES AND ACKNOWLEDGES THAT (i) GSSC E.P.G. LLC IS NOT AN INSURER; (ii) CUSTOMER ASSUMES ALL RISK FOR LOSS OR DAMAGE TO ITS PREMISES AND THE CONTENTS THEREIN; (iii) GSSC E.P.G. LLC HAS MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS CUSTOMER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS PROVIDED HEREIN; (iv) THE SYSTEM MAY BE COMPROMISED OR CIRCUMVENTED; (v) THE SYSTEM WILL NOT PREVENT ANY LOSS BY THEFT, BURGLARY, FIRE OR OTHERWISE; AND (vi) THE SYSTEM WILL NOT IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED.

14. Charges for services provided under this Agreement are based solely upon the value of the services provided and are not related to the value of CUSTOMER's premises. The amounts payable by CUSTOMER hereunder are not sufficient to warrant GSSC E.P.G. LLC assuming any risk of damages due to GSSC E.P.G. LLC's actions or inactions. GSSC E.P.G. LLC shall not be liable to CUSTOMER or to any other person or entity, for any loss or damage to persons or property, or for any other damages or liabilities of any kind or nature whatsoever, whether direct, incidental or consequential resulting from the delay or failure of the System to operate properly, or in any manner resulting from the condition, installation, operation, service, monitoring or use of the System.

15. GSSC E.P.G. LLC shall not be liable for damages arising from either delays in installation or interruption of service due to fire, theft, flood, strikes, civil disturbance, terrorism, war or any other cause beyond the control of GSSC E.P.G. LLC. CUSTOMER shall pay the cost of repairing or replacing the System by reason of damages or loss arising from burglary, fire or any other cause. CUSTOMER is responsible for periodically testing the System to ensure that it is properly operating. Although GSSC E.P.G. LLC recommends monthly testing, GSSC E.P.G. LLC is not responsible for such testing.

16. Since it is impractical and extremely difficult to fix actual damages which may arise due to the faulty operation of the System or failure of monitoring services provided, if, notwithstanding the above provisions, there should arise any liability on the part of GSSC E.P.G. LLC, such liability shall be limited to \$2,000.00. This sum shall be complete and exclusive and shall be paid and received as liquidated damages and not as a penalty.

17. EXCEPT AS IS SPECIFICALLY PROVIDED HEREIN, GSSC E.P.G. LLC MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THAT THE SYSTEM OR MONITORING SERVICES PROVIDED MAY NOT BE COMPROMISED, THE QUALITY OF MATERIAL OR WORKMANSHIP OF THE SYSTEM OR ITS CONFORMITY WITH ANY SPECIFICATIONS OR PURCHASE ORDERS. NO DEFECT OR UNFITNESS OF THE EQUIPMENT CLAIMED BY CUSTOMER SHALL RELIEVE CUSTOMER OF THE OBLIGATIONS UNDER THIS AGREEMENT. CUSTOMER ACCEPTS THE SYSTEM "AS IS" AND "WITH ALL FAULTS."

18. CUSTOMER will keep the System at the Premises and will throughout the initial term of this Agreement and any extension, renewal or additional term hereof maintain the System in good repair, condition and working order and will make all payments required hereunder when due notwithstanding that the System or any part thereof is for any reason not in such condition and working order.

19. Each Party shall indemnify and hold the other Party and its Affiliates, officers, directors, employees, agents and shareholders harmless against any and all losses, liabilities, damages, claims, judgments, demands, costs and expenses (including reasonable attorneys' fees) arising out of or in connection with the breach by the indemnifying Party of any of its representations, warranties, covenants or obligations contained in this Agreement.

20. This Agreement is not assignable by CUSTOMER except upon the written consent of GSSC E.P.G. LLC, which shall be in GSSC E.P.G. LLC's sole discretion. This Agreement or any portion thereof is assignable by GSSC E.P.G. LLC in its sole discretion. GSSC E.P.G. LLC may, in its sole discretion, subcontract for the provision of services under this Agreement. CUSTOMER acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any assignee of GSSC E.P.G. LLC or to any subcontractor engaged by GSSC E.P.G. LLC to provide any service set forth herein to CUSTOMER, and bind CUSTOMER to any such assignee and/or subcontractor with the same force and effect as they bind CUSTOMER to GSSC E.P.G. LLC.

21. The services provided by GSSC E.P.G. LLC hereunder are solely for the benefit of CUSTOMER and neither this Agreement nor the services rendered hereunder confer any rights to any other party as a third party beneficiary or otherwise. It is agreed and understood by the parties that this Agreement constitutes the entire Agreement between the parties and there are no verbal understandings changing or modifying any of the terms of this Agreement. This Agreement may not be changed, modified or varied except in writing and signed by an authorized representative of GSSC E.P.G. LLC. This Agreement shall be governed and interpreted in accordance with the laws of the State of Minnesota and any and all claims relating to this Agreement shall be brought in the state or federal courts located in Hennepin County, State of Minnesota and all parties to this Agreement hereby consent to the exclusive jurisdiction of such courts. Should any part or provision of this Agreement be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby. Further, if any provision of this Agreement is determined to be overbroad as written, that provision should be considered to be amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended. If this is a subcontract for monitoring services, GSSC E.P.G. LLC will not commence monitoring until CUSTOMER (contractor) provides GSSC E.P.G. LLC with a signed release from the end user in a form acceptable to GSSC E.P.G. LLC.

22. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a signal from the System ("Listed Code") and prior to telephoning proper authorities, GSSC E.P.G. LLC may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers or electronic mail addresses provided by you in writing as frequently as GSSC E.P.G. LLC deems appropriate to verify the necessity to report the receipt of a Listed Code to proper authorities, and (b) upon the receipt of an abort code or oral advice to disregard the receipt of the Listed Code, GSSC E.P.G. LLC may, in its sole and absolute discretion and without any liability, refrain from contacting proper authorities or advise proper authorities of receipt of an abort code or oral advice to disregard the receipt of the Listed Code. GSSC E.P.G. LLC's efforts to notify proper authorities shall be satisfied by advice by telephone to any person answering the telephone at the telephone number(s) provided to GSSC E.P.G. LLC in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice or data communications.

Initials: \_\_\_\_\_



## Payment Terms

**Thank you for considering GSSC as your Partner in Security! Listed below you will find our payment terms.**

*All projects commenced on or after the Quote / Proposal Date are subject to the following payment terms. Any variation from these terms must be approved in advance by GSSC's Accounting Team.*

### SALES

#### A. First Time Customer:

- 50% Down with signed quotation
- Balance on Delivery C.O.D. (cash, check or credit card\*)

#### B. Recurring Customer: (Orders greater than \$5000+ or for deliveries to locations outside of Minnesota)

- 50% Down with signed quotation
- Balance Net 10 – Upon Acceptable Payment Performance

#### C. Recurring Customer: (Orders under \$5,000 for deliveries to locations in Minnesota)

- 0% Down with signed quotation
- Balance Net 10 – Upon Acceptable Payment Performance

### SALES & INSTALLATION

#### A. Retrofit: (50/50 or 50/47/3)

- 50% Down with executed Sale & Installation Agreement
- 50% Upon earlier of Substantial Completion (evidenced by fully executed Substantial Completion Acceptance Form) or when customer begins using the system
- If necessary, a 3% holdback may be withheld until all Punch List Items are complete

#### B. New Construction: (25/50/25 or 25/50/22/3)

- 25% Down with executed Sale & Installation Agreement
- 50% 60 days prior to install
- 25% Upon earlier of Substantial Completion (evidenced by fully executed Substantial Completion Acceptance Form) or when customer begins using the system
- If necessary, a 3% holdback may be withheld until all Punch List Items are complete

### RECURRING CHARGES\*\*

#### A. Recurring Invoices (Under \$1,000)

- Balance Net 10
- Check, ACH or Credit Card

#### B. Recurring Invoices (Over \$1,000)

- Balance Net 10
- Check, ACH or Credit Card\*

\* Credit card processing fees of up to 4% will apply

\*\* Recurring charges will begin when system(s) is operational

## Proposal Summary

**BILL TO:**

City of Shorewood - City Hall  
5755 Country Club Road  
Shorewood, MN 55331-8926

**SHIP TO:**

City of Shorewood - Badger Park  
5745 Country Club Road  
Shorewood, MN 55425

**ONE-TIME CHARGES**

DESCRIPTION	PRICE
ONE-TIME CHARGES SUBTOTAL	\$8,783.14
SALES TAX	\$206.47
ONE-TIME CHARGES TOTAL	<b>\$8,989.61</b>

**RECURRING CHARGES**

DESCRIPTION	PRICE PER MONTH*
RECURRING CHARGES SUBTOTAL	\$39.95
SALES TAX	\$3.01
RECURRING CHARGES TOTAL	<b>\$42.96</b>

*\*Price shown per month, but recurring services may be billed monthly, quarterly, biannually, or annually per customer's preference.*

It is the responsibility of the customer to provide all AC power connectors and/or outlets needed on dedicated circuits if necessary. If applicable, all sprinkler alarm and supervisory switches are to be provided by the customer. If any additional equipment or services are required by the person(s) having jurisdiction, (e.g.: Fire Marshall, Building Inspector, etc), the costs will be incurred solely by the customer, including any permits or inspection fees. GSSC is able to invoice in-progress installations. This Schedule of Equipment is incorporated herein by reference into the Agreement between two parties. All terms and conditions of the last fully signed Agreement between the parties shall apply to this document.

GSSC hereby to propose to furnish labor and materials complete in accordance with the above specifications only, for the above dollars with payment as follows: Net 10 days. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written/verbal orders, and will become an extra charge over and above the estimate. All agreements contingent on upon strikes, accidents or delays beyond either Parties' control. This proposal subject to acceptance within 30 days and is void thereafter at the option of GSSC.

The above prices, specifications and conditions are hereby accepted. GSSC is authorized to do work as specified. Payments will be made as outlined above.

**City of Shorewood**

**General Security Services Corporation**

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_





## CITY OF SHOREWOOD, MINNESOTA

### PROCLAMATION

#### In Recognition of Chaska Area Fishing with Friends Veterans Celebration

**Whereas:** The Veterans Celebration is a salute to veterans who have served our country and now live in Carver County, Hennepin County, and the surrounding areas; and

**Whereas:** The Veterans Celebration will take place on Monday, August 15<sup>th</sup> at Howard's Point Marina and will include a fishing trip on Lake Minnetonka and a barbeque picnic lunch; and

**Whereas:** This event provides an opportunity for local veterans to enjoy the outdoors and fellowship with each other; and

**Whereas:** The City of Shorewood is grateful to Chaska Area Fishing with Friends for organizing the Veterans Celebration and for their on-going efforts to provide enjoyable fishing opportunities and boat tours to veterans, senior citizens, youth, and adults with disabilities.

**Whereas:** The City of Shorewood would also like to thank Howard's Point Marina, the Chaska Lions Club, Flags and Honor of Minnesota, and the City of Chaska for their sponsorship of the Veterans Celebration.

**Now, therefore be it resolved:** That I, Jennifer Labadie, as the Mayor of Shorewood and on behalf of the Shorewood City Council do hereby proclaim our support for the Chaska Area Fishing with Friends Veterans Celebration.

**IN WITNESS WHEREOF,** I have set my hand and the Seal of the City of Shorewood this 8<sup>th</sup> day of August, in the year two thousand and twenty-two.

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Jennifer Labadie  
Mayor, City of Shorewood



## City of Shorewood Council Meeting Item

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**Title/Subject:** Authorize Preparation of Final Plans and Specifications for Freeman Park Trail Improvements, City Project 22-05

**Meeting Date:** Monday, August 8, 2022

**Prepared by:** Andrew Budde, City Engineer

**Reviewed by:** Marie Darling, Planning Director

**Attachments:** Overview Map, Proposal, and Resolution

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**Background:** The Three Rivers Park Districts approached the city about adding a new trail head connection to the Lake Minnetonka Regional Trail located within Freeman Park. Staff had discussed three alternative routes at the July 13, 2021 Park Commission Meeting and provided an update on the recommended route at August 9, 2021 Council Meeting. Staff has continued to discuss the project with the Three River Park District, and they would like the city to take the lead on design and administration of the project as it will be combined with other trail rehabilitation that the city has proposed to complete at Freeman Park as part of the 2023 Capital Improvement Plan. The trail rehabilitation projects consist of repaving of the existing asphalt trails within Freeman Park and the adjacent connections. The new trail head connection will be a 10-foot-wide trail from the existing Lake Minnetonka Regional Trail connection to the southeastern parking lot near Eureka Road. The City of Shorewood and the Three Rivers Park District will enter into a joint powers agreement in the future that will better define project costs and maintenance responsibilities. The general understanding is that the city will lead the design and construction administration of the entire project and will be reimbursed by the Three Rivers Park District for their share of the construction and engineering costs. The trail will be the city's to maintain after it is constructed, but the Three Rivers Park District will include some of their wayfinding signage. They ask for signs on a few parking spaces in the unpaved lot near the entrance to Freeman Park that indicate the spaces are reserved for trail users.

**Financial Considerations:** The City has included the Freeman Park Trail Improvements project in their CIP for 2023 and budgeted \$200,000. This budget amount includes concept construction estimates and soft costs for engineering, administration, and legal. Three Rivers Park District has budgeted \$231,000 for construction and has also agreed to pay for the associated engineering costs above this amount. The final budget amount for the Three Rivers Park District portion will be

updated in the early stages of design based the final location of trail head parking and will be fully reimbursed to the city.

**Recommendation/Action Requested:** Staff recommends the city council Authorize the Preparation of Final Plans and Specifications for the Freeman Park Trail Improvements project.

Next Steps: Once 50 percent plans are drafted, staff would forward the plans to the Park Commission for their comment both on the plans to rehab the existing trails and for the new trailhead location. Staff will also commence work on the joint powers agreement with the Three Rivers Park District Staff.





#### Legend

- City Limits
- Lake Minnetonka LRT Region
- Local Trails
- Bikeways
- Off-Street
- On-Street
- Parcels (4/1/2022)
- Parks

#### Freeman Park Trail Improvements



#### 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.

0 400 Feet

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2638 Shadow Lane  
Suite 200  
Chaska, MN 55318-1172

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

August 3, 2022

City of Shorewood  
Attn: Marie Darling  
5755 Country Club Road  
Shorewood, MN 55331

RE: Freeman Park Trail Improvements – Final Plans & Specifications

Dear Ms. Darling:

As requested, we have prepared a scope of services fee estimate for preparation of Final Plans & Specifications for the Freeman Park Trail Improvements (City Project No. 22-05). The project includes a city portion which includes the repaving of the existing asphalt trails within Freeman Park and adjacent connections. The project also includes a portion for the Three Rivers Park District for the construction of a new 10-foot-wide trail head connection from the existing Lake Minnetonka Regional Trail connection to the southeastern parking lot near Eureka Road. The City of Shorewood and the Three Rivers Park District will enter into a joint powers agreement in the future that will better define project costs and maintenance responsibilities. The general understanding is that the city will lead the design and construction administration of the entire project and will be reimbursed by the Three Rivers Park District for their share of the construction and engineering costs.

The City has included the Freeman Park Trail Improvements project in their CIP for 2023 and have budgeted \$200,000. This budget amount includes concept construction estimates and soft costs for engineering, administration, and legal. Three Rivers Park District has budgeted \$231,000 for construction and has also agreed to pay for the associated engineering costs above this amount. The final budget amount for the Three Rivers Park District portion will be updated in the early stages of design based the final location of trail head parking.

**Proposed Scope of Engineering Services**

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

**Final Plans & Specifications** – Bolton & Menk will prepare a final plans & specifications for the project. The final design process will coordinate with the city and Three Rivers Park District to acquire topographic survey, tree inventory and impacts, establish final alignment, profile, and cross sections of the trail, review and mitigate existing utility conflicts and drainage concerns, and establish final construction limits. The final design will detail out all the project information, provide updated project cost estimates, identify project staging, and project schedules. At the completion of the final design, Bolton & Menk will present the plans at a Council meeting seeking approval and authorization to bid the project.



Permitting/Utility Coordination –Bolton & Menk will coordinate and complete all final permitting requirement for the project which includes: Wetland Conservation Act, Army Corps of Engineers, Minnehaha Creek Watershed District, the National Pollution Discharge Elimination System, Hennepin County Regional Rail Authority, and Three Rivers Park District. We will also coordinate with all utilities within the corridor as needed for construction.

**Fee Estimate**

Based on the scope of services described above, we propose to complete the Final Plans and Specifications for the Freeman Park Trail Improvements project at an hourly rate, estimated to be **\$45,000.**

Final Plans & Specifications – \$37,000

Permitting/Utility Coordination – \$8,000

Additional miscellaneous work identified during final design and will be coordinated with the City will be completed at our normal hourly rates. Fee listed above does not include construction administration or right of way acquisition/negotiations.

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

Sincerely,

**Bolton & Menk, Inc.**

A handwritten signature in black ink that reads "And Bud".

**Andrew Budde, P.E.**

City Engineer

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

**RESOLUTION 22-072**

**A RESOLUTION TO AUTHORIZE PREPARATION OF FINAL PLAN AND  
SPECIFICATIONS FOR THE FREEMAN PARK TRAIL IMPROVEMENTS PROJECT  
CITY PROJECT 22-05**

**WHEREAS**, the current Capital Improvement Plan (CIP) identifies improvements to the Freeman Park Trails in 2023 which includes rehabilitation of the existing asphalt trails; and

**WHEREAS**, the Three Rivers Park District approached the city about construction of a new trail head from Freeman Park to the Lake Minnetonka Regional Trail and would like the city to be the lead agency for design and administration of the project; and

**WHEREAS**, the Three Rivers Park District will reimburse the city for the construction and design associated with the new trail head connection and will be formalized in a future Joint Powers Agreement; and

**WHEREAS**, the City Council as appointed Bolton & Menk as the City Engineer and will prepare the final plans & specifications for the Freeman Park Improvements project; and

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

1. The City Council of the City of Shorewood, Minnesota authorizes Bolton & Menk to prepare final plans & specifications for the Freeman Park Improvements Project.

Adopted by the City Council of Shorewood, Minnesota this 8<sup>th</sup> day of August, 2022.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**