

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 23, 2021**

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

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

AGENDA

1. CONVENE CITY COUNCIL MEETING

A. 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 are considered routine and non-controversial. However, a council member may request that an item be removed from the Consent Agenda for separate consideration or discussion. If there are any brief concerns or questions by council, those can be answered now.

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

- | | |
|--|---|
| A. City Council Work Session Minutes of August 9, 2021 | Minutes |
| B. City Council Regular Meeting Minutes of August 9, 2021 | Minutes |
| C. City Council Special Meeting Minutes of August 16, 2021 | Minutes |
| D. Approval of the Verified Claims List | Claims List |
| E. Ordinance 581: 2021 City Code Supplement S-16 | City Clerk/HR Director Memo
Ordinance 581
Resolution 21-088 |
| F. Approve Cost Share Agreement with Greenwood for Minnetonka Blvd | City Administrator Memo
Resolution No. 21-089 |
| G. Approve Cost Share Agreement with Chanhassen for West 62 nd Street | City Engineer Memo
Resolution No. 21-090 |
| H. Authorize Public Works Equipment Purchase:
Groomer for Ballfields | Director of Public Works Memo
Resolution 21-091 |
| I. Accept Donation of Trees for Manor Park
from Tom and Kim Beauchamp | Communication/Recycling Coordinator Memo
Resolution 21-092 |

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

4. PUBLIC HEARING

5. REPORTS AND PRESENTATIONS

6. PARKS

- A. Report by Commissioner Gallivan on 08-10-21 Park Commission Meeting

7. PLANNING

- A. Report by Commissioner Gault on 08-03-21 Planning Commission Meeting
 - B. Variance to Rear Setback
Applicant: Revision, LLC
Location: 28115 Boulder Bridge Drive
- Planning Director Memo
Resolution 21-093

8. ENGINEERING/PUBLIC WORKS

- A. Approve Quote for 2021 Catch Basin and Culvert Repairs,
City Project 21-03
 - B. Accept Bids and Award Contract for Covington Watermain
Repair, City Project 21-07
 - C. Approve Quote for Lake Linden Drive Culvert Repair
- Engineer Memo
Resolution 21-094
- Engineer Memo
Resolution 21-095
- Engineer Memo
Resolution 21-096

9. GENERAL/NEW BUSINESS

- A. Approve Prosecutor Contract with Campbell Knutson
 - B. Approve Joint Powers Agreement with the MN
Bureau of Criminal Apprehension for City Prosecutor
- City Administrator Memo
Resolution 21-097
- City Administrator Memo
Resolution 21-098

10. STAFF AND COUNCIL REPORTS

- A. Staff
- B. Mayor and City Council

11. ADJOURN

**CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, AUGUST 9, 2021**

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

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 6:00 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Johnson, Labadie, Siakel, Gorham, and Callies; City Administrator Lerud; Finance Director Rigdon; Planning Director Darling; Director of Public Works Brown; and, City Engineer Budde

Absent: None

B. Review Agenda

Siakel moved, Gorham seconded, approving the agenda as presented. Motion passed 5/0.

2. 2022 BUDGET

Finance Director Rigdon gave a brief overview of the preliminary budget and explained that it is subject to change. This preliminary budget and levy will be adopted by the end of September 2021. Staff is proposing a 4.5% increase in expenditures and noted that this excludes transfers out. He reviewed the personnel-related assumptions, including no new employees being budgeted for 2022, a cost of living adjustment proposed at 3%, and a health insurance premium increase of 6%. He reviewed the expenditures and transfers out in public safety, general government, streets, and parks and recreation. He stated that there was a use of reserves in 2021 but that is not expected to occur in 2022 with a structurally balanced budget. He explained that the overall levy is looking at a 2.9% increase. He reviewed details about the Shorewood Community and Event Center funding, the Enterprise Funds, and the property tax levy. He reviewed the graph representations for the taxable market value, tax capacity, property tax levy, and City local tax capacity rate. He stated that staff is looking for feedback from the Council on the budget and would also like to discuss the American Recovery Plan Action money.

Councilmember Callies asked about the tax levy and asked if it will say on the statement the different percentages that go towards the different things, such as parks.

Finance Director Rigdon clarified that it will not outline those details on the statement, but there will just be a notice that will state the change from 2021 to 2022 and will show the County levy, the school district levy, and the City levy, but will not break it down into parks and streets. He stated that it is done internally but noted that there are forms that are submitted to Hennepin County because they disseminate the funds.

Councilmember Siakel stated that she thinks the amount proposed for the levy is appropriate and thinks the City provides incredible value in what is provided for the residents. She stated that the City does not assess for the roads, so there is a lot that a resident of the City gets. She

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commended Finance Director Rigdon for his work and thinks the Council has been a very good steward of the public dollars. Mayor Labadie and Councilmember Johnson stated that they both supported the proposed 2.9% levy increase.

Councilmember Johnson stated that he would even support a slight increase in this amount if there was something worthy for the money to be spent on. Councilmember Siakel stated that from whatever is approved in September, the Council can go down, but cannot go up and suggested that a 3% or a bit more of an increase would be a bad idea.

Councilmember Johnson stated that he was thinking perhaps 3.2% or 3.3% which he still believes is a very small increase. Councilmember Callies stated that when you look at the actual dollar amounts, the impact on property owners is pretty small. Councilmember Gorham stated that he would support that. Councilmember Siakel stated that she didn't think it was a bad idea.

Councilmember Johnson suggested that the Council go with a 3.3% increase in the levy.

There was consensus of the Council to increase the tax levy by 3.3%.

Finance Director Rigdon stated that the City has received half of about \$855,000 from the American Recovery Act funds. He explained that there was no rush on using the funds and the City is given until the end of 2024 to commit the money and until the end of 2026 to finalize it. He briefly reviewed the approved list of ways the funds can be used such as invest in water, sewer, and broadband infrastructure. He explained some of the possible options for use of the funds including Covington Road watermain improvement project, replacement of water meters, or furthering broadband access. He reminded the Council that they do not need to make a decision on the use of funds tonight, but could begin discussions.

Councilmember Gorham stated that he thinks the City may be able to move forward with a few of the ideas presented by Finance Director Rigdon.

The Council discussed details of the work involved in the permitting process as part of furthering broadband.

Councilmember Siakel noted that she feels the Covington Road watermain project is just one of the things that just happens at the City and has to pay for. She explained that, to her, she feels the American Recovery Act funds should be for things above and beyond the usual such as the water meters and the broadband. Councilmember Johnson stated that he had come to the same conclusion but had a different rationale.

Councilmember Gorham stated that if there is a cost to add more functionality to the chambers in order to create a hybrid approach to have Zoom and in-person meetings, that may also be a good use of the money. Mayor Labadie stated that she thinks the City is already doing that because the Council meetings can be viewed via Zoom. Councilmember Johnson stated that he would like to hold this conversation when City Attorney Keane is present to ensure that whatever is done follows Minnesota Statute.

Mayor Labadie stated that she is also leaning towards support of the water meter replacement program and work to further broadband access. She stated that she thinks that the City may be able to complete a good portion of both of those items.

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Finance Director Rigdon reminded the Council that they do not need to make a decision tonight but staff wanted to get them thinking about possibilities for the funds. Councilmember Callies noted that the City can raise its rates to pay for water projects.

Councilmember Siakel suggested that the Council may want to allocate money for the broadband, then the remainder can go towards the water meter program and if anything is left can be allocated to the Water Fund to cover other projects. She asked if there were any other unfunded project, such as buckthorn removal in Freeman Park where the funds could be used. She stated that she agreed with Councilmember Callies that the City could just go ahead and raise its rates to pay for the water projects. She stated that she would like to see if there are other things that are out there that the City should consider.

Councilmember Callies suggested that this could be something that is discussed at the Council retreat. Public Works Director Brown stated that right now there is new equipment that is being stored outside because they are out of room at their Public Works facility. He stated that they have just started talking about expanding the building in very preliminary terms.

Mayor Labadie asked if that would be an appropriate use of these funds. Finance Director Rigdon stated that he did not think it would necessarily qualify. City Administrator Lerud stated that staff can research it more closely in order to be entirely sure that it would not be an option.

Mayor Labadie stated that she liked Councilmember Siakel's suggestion that staff take some time to see if there any additional items that could be considered in addition to the three that are listed.

3. ADJOURN

Johnson moved, Siakel seconded, Adjourning the City Council Work Session Meeting of August 9, 2021 at 6:46 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 9, 2021

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

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

PLEDGE OF ALLEGIANCE

A. Roll Call

Present. Mayor Labadie; Councilmembers Johnson, Siakel, and Callies; City Attorney Keane; City Administrator Lerud; Finance Director Rigdon; Planning Director Darling; Director of Public Works Brown; City Engineer Budde; and Julie Moore Communications and Recycling Coordinator.

Absent: None

B. Review Agenda

Johnson moved, Siakel seconded, approving the agenda as presented. All in favor, motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Regular Meeting Minutes of July 26, 2021

B. Approval of the Verified Claims List

C. LMCIT Insurance Waiver

D. Calling for Special Meeting for Retreat, Adopting RESOLUTION NO. 21-083, "A Resolution Calling for Special City Council Meeting to Hold the City Council-Staff Retreat."

E. Approve Mary Lake Agreement, City Project 19-09, Adopting RESOLUTION NO. 21-084, "A Resolution to Approve Agreement for the Mary Lake Outlet Project City Project 19-09."

All in favor, motion passed.

3. MATTERS FROM THE FLOOR

Kristine Sanschagrín, 27725 Island View Road, stated that her family has lived in Shorewood for sixteen years and moved here because they were looking for the same small-town values that she and her husband grew up with in Maine and southeastern Minnesota. In the last five years, she has realized that the rights of citizens are unequal in the City and the only day of the year where citizens are valued equally is on election day. For the other days, certain citizens rights, and speech, are more valued more than others. The Shorewood City Council states in their public document, Shorewood City Values, a list of twelve values that the City makes decisions and acts on. She explained that two of the values are: fair and equal interpretation and enforcement of the City Code; and a reputation for dependability and integrity. She stated that if that was the case, why would City Attorney Keane state at a recent public hearing that Shorewood is a complaint-based community. She asked if that meant a fair and equal interpretation of the Code is based on complaints. The Council's responsibility is to provide fair and equal interpretation of the enforcement of the City Code and it should not matter if a complaint exists. The City Attorney has stated publicly, in a courtroom, that the City enforces all zoning violations and if that were true she would expect the Council to have a responsibility to live by and enforce codes they see that are not upheld. She stated that if that is not happening, it would be considered a dereliction of duty under the previously stated values. Mayor Labadie's private property has adjacent properties that violate the City zoning code, yet she chooses to ignore the violations and selectively enforce the code against other citizens in the community. She asked how Mayor Labadie is upholding the values that are one of the guiding principles of the City Council that she leads. She stated that her question for the community is how the citizens can believe equal enforcement of the zoning code should occur and if they choose to allow complaints as the enforcement, because it runs the risk of allowing the Mayor and the City Council the opportunity to choose who they enforce violations against. If enforcing all zoning code is the bedrock of our community, then it would make sense for the City Council members properties to be reviewed to determine if they meet City Zoning Codes.

Ms. Sanschagrín stated that engaging elected community members outside of the Council to review whether current code specifically impacts health, safety, and general welfare of the community could be a means to maintain and repeal codes in a timely manner. There is much more to comment on regarding inconsistent enforcement of citizen rights in this community, including the rights to free speech, access to public meetings, and public safety on the City streets.

Annika Sanschagrín, 27725 Island View Road, read aloud a letter from her father that expressed his opposition to the sign rules and any other new ordinances that the City is contemplating that unnecessarily restrict freedom, and expressed his opinion about enforcing the City Code through a complaint-based system.

Alan Yelsey, 26335 Peach Circle, asked if the meeting was operating under *Robert's Rule of Order*. Mayor Labadie stated that this portion of the meeting is not designed for questions and answers, but is a time for residents to make comments on items not on the agenda. She explained that she tries her best to follow *Robert's Rules of Order* and will follow the agenda that has been prepared and distributed by staff.

City Attorney Keane confirmed that the Council conducts its meetings under *Robert's Rules of Order*. Mr. Yelsey stated that he has a few points of order questions that are legitimate questions and are allowed under *Robert's Rules of Order*. He asked if the Council had authorized the interactive features in Zoom so that people at home can talk during the meeting.

Mayor Labadie stated that the Council has not authorized that. Mr. Yelsey asked if the Council intended to do so in the near future. Mayor Labadie asked City Attorney Keane to weigh in because he has thoroughly researched the issue.

City Attorney Keane stated that the legislature provided specific authorization for interactive non-attendee participation at meetings or remote participation, under the circumstances of the pandemic emergency and other qualified declared emergencies. He stated it is a narrow 'carve out' in the statute that allows for remote interactive participation under those circumstances. He stated that the City has returned to regular order and the meetings are conducted in the public forum. He stated that the City does, as a service, offer the function to attend the meeting via Zoom through the website, but the statute does not allow or authorize remote participation in regular order or when there is not an emergency declaration.

Mr. Yelsey stated that he has informed the City that they are in violation of discrimination laws because he has asked them to enable the feature of speech for people in the City, including members of his family who are unable to attend this meeting and speak, but can do so from home. He stated that State laws regarding discrimination, including the City's own laws and Federal laws require making accommodations in a public forum for anyone receiving a service from the government. He asked if the City was aware of those laws.

City Attorney Keane stated that he is aware of the accommodation requirements for those with special needs and disabilities. Mr. Yelsey stated that he has formally requested those accommodations and it is illegal to not respond and to not provide those accommodations if they are easily and readily available without any undue stress on the City.

City Attorney Keane stated that the legislature has set forth statutes that clearly enunciate certain meeting protocols, requirements, and among those, the legislature addressed when remote participation is authorized.

Mr. Yelsey stated that he is not referring to remote participation at all and stated that he has not brought it up. He stated that he is talking about making accommodations for people who are seniors, have mobility issues, are homebound, or people that do not want to risk coming into a public forum and getting COVID. He asked why the City is not making the accommodation as he has formally requested in a letter to the City two weeks ago.

City Attorney Keane stated that they have not done it because it is contrary to State statute to have remote participation when regular order is returned. Mr. Yelsey stated that the Minnesota Open Meetings law has a segment that is relatively new that says if you are using a social media, which is Zoom, during the meeting, you must make it available to all residents. He stated that it says that explicitly in the Minnesota Open Meetings law and he called that to the attention of the Council two weeks ago.

Mayor Labadie suggested that Mr. Yelsey can reach out to City Attorney Keane to deal with this specific issue at a different time. She stated that he has already exceeded his three minutes and stated that she was willing to give him some leeway, but asked him to finish up his comments.

Mr. Yelsey stated that this is an example of the Council's inability to accommodate the citizens of the City. He read aloud a statement that stated that they demand a, by the people democracy, that embraces free and participative speech. The people of Shorewood, expect our Mayor, City

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Council and staff to treat all residents equally, be completely open, honest, and inclusive, to proactively embrace the diverse needs of its residents, to protect free speech, to follow the will of the electorate, and above all, always reach out to the community for input before any plans, budgets, or actions are initiated and input throughout any project, including measurement. The Mayor, City Council and staff have been asked to fully honor these reasonable expectations for a healthy democracy. Voices have been consistently denied, ignored, and sometimes treated with contempt. He stated that the Mayor had asked them to be respectful in this meeting and she treated him with contempt when he spoke last time because she made comments as soon as he sat down that were disrespectful, sarcastic, and damaged the integrity of what he was saying. He shared a list that he stated documented actions by the Mayor and City Council that dismantle the fragile and precious democracy that included things such as, denial of seniors and people with disabilities the right to speak from home via Zoom during meetings, passed a right-of-way ordinance that prohibits any signs from being placed in the right-of-way, and consistently refuses to solicit citizen input in the form of surveys.

Mayor Labadie thanked Mr. Yelsey for his comments and stated that they have been noted for the record.

City Attorney Keane stated that to address the question presented by Mr. Yelsey regarding access and participation remotely, that would require a change in State Statute and explained that the remedy Mr. Yelsey seeks would be with the State legislature to provide that mechanism. Mr. Yelsey presented a copy of the Minnesota Open Laws Meeting Statute to City Attorney Keane. Mayor Labadie asked that copies of this document be distributed to the Council.

David Cooley, 24725 Smithtown Road, stated that from his viewpoint, he sees a bench full of upper middle class, condescending individuals. He stated that he is a veteran and feels that the Council has treated Mr. Yelsey terribly and should be ashamed of themselves. He stated that he risked his life to fight in a war for the United States for them and stated that if he had his way, he would kick every one of them off the Council, which has been done in the City's past. He stated that he would like to have something in written form of what the citizens have to do to have a recall election and to be able to have citizen initiatives, which he feels they all should be armed with. He stated that they were put on the Council to represent the people and they do not sound anything like that is what they are doing. He stated that he was ashamed of Mayor Labadie's behavior tonight. He stated that when it comes to signs, he does not want to see one single contractor sign along the roadside or a sign that represents law enforcement or one U.S. flag along the road. He stated that the Council is looking for a sanitary, pie in the sky situation where nobody does anything.

Greg Larson, 25535 Orchard Circle, stated that last winter, supposedly at the request of Chief Meehan, the Council, through an ordinance, placed limits on public protest. He stated that the ordinance was not, and is not needed and, in his opinion, is an affront to free speech and assembly. He stated that he is not here to debate that ordinance but to suggest that the Council, for now, place a moratorium on new ordinances and instead focus on existing public safety laws such as reckless driving and speeding which have greatly increased over the last few years. He stated that he is tired of waiting for the City Council to prioritize public safety and tired of waiting for the police to enforce existing laws. He stated that sometime within the next month, he will be sponsoring, at his expense, a people's forum on street safety. He stated that he may hold it at the community center and the mayors of Shorewood, Excelsior, and Tonka Bay, along with the chief of police will be invited to listen. He explained that after that forum, they will expect the cities

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and the police department to host a future forum and provide a unified and detailed plan on how to improve street safety across the entire community

Wallace W. Piroyan, Jr. 24845 Glen Road, stated that he met with the police chief last July regarding the issue brought up by Mr. Larson, regarding protesting. He stated that they had a good conversation and he was able to express what their intentions were at the time to protest what was going on and each of the Council's homes were going to be protested. He stated that he knows Chief Meehan is a man of integrity and will attest to the fact that at no time in the conversation was anything brought up about screaming, yelling, use of profanity, bull horns, or any type of thing that would disturb the neighborhood which is the definition of peaceful protest. He stated that has unfortunately fallen under the category of an ordinance so that first amendment right has also been blocked. He stated that he would guess that at some point in Chief Meehan's career, he swore an oath to the Constitution, just like he did when he served in the military. He stated that he takes the Constitution very seriously and knows that the First Amendment means a lot especially if it is done respectfully and honorably. He stated that the question becomes, now that they have passed this ordinance, what will be next. There are many communities moving towards amending things pertaining to the Second Amendment and he would be curious to find out what their private meetings are pertaining to finding out lists of people who own AR-15s or other assault weapons and find out what ways their rights can be truncated. He stated that it is really a shame and while he is proud that they recite the Pledge of Allegiance, he does not think the Council actually believes in any of it.

Rich Eng, 25170 Glen Road, stated that there is a famous man on the front of the two-dollar bill that he feels is appropriate for tonight who said, "when the people fear the government, that is tyranny, but when the government fears the people, that is freedom". This City Council and City staff are eroding the rights of the people and he questions where it will end. He stated that he is here to inform the Council that he does not fear them and would hope and pray that the rest of the City would also stand with him and tell them that they also do not fear this Council or their decisions. He stated that they are here to ensure that the Constitution and their rights will be followed through because they all took an Oath of Office for this City.

4. PUBLIC HEARING

5. REPORTS AND PRESENTATIONS

A. Mike Meehan, Chief SLMPD – 2022 Budget Presentation

Chief Meehan, SLMPD gave an overview of the 2022 Budget and noted that the operating budget was unanimously approved by the Coordinating Committee on July 14, 2021. He noted that the overall increase was 3% and the effect on the cities, minus the reallocation of the funding formula was 3.9% which was due to a drop in the surplus revenue from the previous year so there was not as much roll-over. He explained that 2022 will be a lean year, for the department, budget-wise.

Councilmember Siakel stated that there were some public comments shared this evening regarding speeding and thinks that there is an impression that the Council does not take those concerns seriously, which she disagrees with. She asked Chief Meehan if he had any comments that he could share regarding this issue.

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Chief Meehan stated that they get a lot of traffic complaints from many neighborhoods. He stated that there are a department with sixteen sworn officers and have other calls for service. There is a directed patrol program when they take complaints from neighborhoods and have periods where they can concentrate enforcement in that area and rotate that around between the speed trailer and enforcement. The list of neighborhoods has grown exponentially since he started the program around 2016. He explained that it is a difficult thing and they do their best to fairly enforce the traffic laws and speed limits and many times ticket people who live in the neighborhood.

Mayor Labadie asked Chief Meehan if he would be willing to accept questions from the audience. Chief Meehan stated that he would be happy to answer questions. Greg Larson, 25535 Orchard Circle, stated that he thinks the police department should ask for more money and clarified that he is not a 'defund the police' guy.

Chief Meehan stated that this is a police department that services four different communities and they all have different budget concerns. Mr. Larson stated that he respects that Chief Meehan is trying to keep the budget down, but he feels the police department should be first in line to be able to get a few extra officers that can be put on patrol to specifically go after the few people who are the ones who are really causing problems.

Councilmember Siakel stated that she thinks the City has been very supportive of public safety and are one of four cities who share in the budget and have sat at the table and spoken up on behalf of that. Chief Meehan stated that he would not disagree and noted that there are four communities that all have different priorities. He stated that if he thought he could get a 12% budget increase, he would present it.

Kristine Sanschagrín, 27725 Island View Road, asked about the placement of stop signs and asked if that the is the responsibility of the police department. Chief Meehan stated that it was not the responsibility of the police department and would be city engineering and Public Works departments.

Ms. Sanschagrín stated that with regard to public safety, she has three young drivers and as she has driven around with them in the community, she has noticed how many stop signs are impossible for young drivers to accurately stop and be able to see down the street for oncoming traffic. She stated that she thinks this is a huge problem in the City and stated that she has begun taking photographs of all the poor stop sign placement throughout the City. She stated that if the City is concerned about public safety, she would recommend that this be a high priority for the community and that it be addressed. She stated that there are also a lot of overgrown bushes and trees that get in the way of seeing either bicycles, pedestrian, or vehicles.

Mayor Labadie noted that the City has the See-Click-Fix program where people can report issues. A man from the audience asked if he could ask Chief Meehan a question that was outside of the financial scope of the budget.

Mayor Labadie stated that the scope of tonight's presentation was the budget, but she was sure Chief Meehan would be happy to receive a phone call to discuss other issues. Rich Eng, asked if Chief Meehan takes a squad car home to his personal residence day in and day out. Chief Meehan stated that he takes a department car. Mr. Eng asked how many other officers do that on a weekly or monthly basis. Chief Meehan stated that there are three officers in total.

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Mr. Yelsey asked what two more officers who would focus somewhat on traffic issues would cost the City. Chief Meehan stated that an officer generally costs between \$100,000 to \$115,000/year. He stated that if you were to try to hire someone just to do traffic stops, that may be a difficult hire, considering the hiring environment right now.

Mr. Yelsey asked if those costs would also cover a squad car. Chief Meehan stated that there are operating costs that go along with the position but does not know, off the top of his head, if they would need to add another squad for two more officers.

Mayor Labadie asked how many new officers were recently sworn into the SLMPD. Chief Meehan stated that they had five officers sworn into the department and noted that there are more coming. He explained that right now, it is a challenging environment to hire and retain law enforcement officers because of the current climate. He stated that they have lost quite a few officers and have hired a lot of good, young officers, but it is a very competitive and challenging hiring environment.

Johnson moved, Siakel seconded, Approving the 2022 Operating Budget for the SLMPD as presented. All in favor, motion passed.

Chief Meehan stated that the support of the elected officials and the community from the four cities matters a great deal to the department.

B. GreenCorps Presentation – Keely Shultz

Keely Shultz, GreenCorps gave a brief presentation of GreenCorps and her time serving the City. She stated that her service time began in September 2020 and will end in August of 2021. She explained that she worked with the City on waste reduction, recycling, and organics management. She reviewed the overall goals of reducing waste, increasing and improving recycling and composting and equipping residents and staff with knowledge. She stated that one of the big areas where she has focused this year was on recycling education and noted that she was supervised by Julie Moore who is the Communications and Recycling Coordinator for the City which has allowed for some good channels for broadening the educational reach of the programs. She stated that she has utilized social media to post throughout the year and noted that the City has received a 136% increase in their Instagram followers. She stated that she also worked on updating the disposal directory binder that outlines things like where people can dispose of tires or mattresses. She stated that she has written monthly articles for the City newsletter and reviewed some of the topics she covered in recent months as well as some of the social media posts that she made in an effort to educate people. She noted that another project she worked on was the community facilities benchmarking project which was initially supposed to just cover City Hall, the Community Center, and the Public Works building with the goal to improve recycling, composting, and waste reduction infrastructure in City facilities, however due to COVID-19 and working remotely for a large portion of the year, many of the in persons aspects had to be delayed or taken out. She stated that what she worked on instead was doing a lot of research and creating a report of how similar facilities have reduced their waste as a resource for the City. She surveyed staff about their habits with throwing things away, composting, and recycling at work to garner ideas and these have also been included in her report. She stated that SLMPD and Excelsior Fire District reached out to her to assist with recycling at their facilities. She stated that she was able to conduct an audit, give them suggestions, and make signs to assist in their efforts. She stated that one of the tedious duties that she did was unsubscribe staff from various junk mailings that they had been receiving to help reduce the unwanted mail and the time staff deals with their

mail. She assisted with the City's spring clean-up event and shared examples of some of the projects she worked on to help with the event. She stated that she took pictures of all the dogs that came through the event and, with the owner's permission, posted them on the City's social media accounts and explained that ended up being the most liked post from her time at the City. She noted that she also worked on recycling at the parks because there had been a lot of contamination in the recycling bins and due to their efforts, they have seen the contamination rates decrease. She gave an overview of the Feet on the Street recycling project and the preliminary results of the program. She expressed her appreciation to City staff and residents for the opportunity to work with them this past year.

A gentleman from the audience expressed his appreciation to Ms. Shultz for her time and wanted her to know she really did make an impact in the community.

Councilmember Callies stated that she feels that the City was very lucky to be able to have Ms. Shultz and noted that she feels she has great communication skills and is glad she will be putting those to use in her future career path. Mayor Labadie thanked Ms. Shultz for her work over the last year and stated that she thinks residents learned a lot from her and she will be missed when she leaves.

6. PARKS

A. Report by Commissioner Heinz and Commissioner Hirner on July 27, 2021 Park Commission Meeting

Commissioner Hirner gave an overview of the July 27, 2021 Park Commission meeting as reflected in the minutes, especially surrounding the Three Rivers LRT Trailhead Connection in Freeman Park.

Mayor Labadie suggested that interested audience members attend the next Park Commission meeting on August 10, 2021 in order to get more information and ask questions of the entire Commission.

Commissioner Heinz gave an overview of the July 27, 2021 meeting including some of the upcoming things related to parks in the City.

B. Three Rivers LRT Trailhead Connection in Freeman Park

Planning Director Darling explained that the Three Rivers Park District approached the City about the idea of adding an official trailhead connection to the Lake Minnetonka LRT. They are proposing to pay for the initial trail connection, with the City being responsible for maintaining the trail in the future. She stated that the Parks Commission spent time discussion pros and cons of all the options and their preferred option was Option #3.

Councilmember Gorham asked about the next steps and when Three Rivers Park District would come back to the City. Planning Director Darling stated that they will put together a preliminary report and then get their Board's approval of the final design. City Administrator Lerud stated that the agreement will come back before the Council and they will share the plans for the work.

Johnson moved, Labadie seconded, to Authorize staff to begin discussing an agreement with Three Rivers Park District on the preferred location of Option #3 for an LRT Trailhead Connection in Freeman Park. All in favor, motion passed.

Councilmember Johnson noted that there is some graffiti on the Freeman Park sign. Planning Director Darling stated that was unfortunate because the City had just had the sign cleaned a few weeks ago.

C. Authorize Purchase of Community Garden Fence at South Shore Park

Planning Director Darling stated that the Park Commission has been working over the last year to expand the community gardens at South Shore Community Park due to the increased demand for garden plots. She stated that the City has informally added nine garden plots just by using more portable fencing and would like to now add those within the permanent fencing. She stated that the quote to extend the chain link fence is \$3,705 which would not be installed until sometime in the fall after the gardening season. She stated that they have considered expanding the gardens even more but believe that they are at capacity due to the amount of sun and trees in the park. Staff and the Park Commission recommend approval.

Johnson moved, Gorham seconded, to Approve RESOLUTION NO. 21-087, “A Resolution Approving the Extension of Fencing and Accepting a Quote from Dakota Unlimited for a fence at South Shore Community Park gardens.”

7. PLANNING

8. ENGINEERING/PUBLIC WORKS

9. GENERAL/NEW BUSINESS

A. Repeal Section 110 of City Code – Domestic Partner Registry

City Administrator Lerud stated that the City has been engaged in a review of the City Code to update language and remove sections that are no longer relevant or needed. He explained that ten years ago, the City adopted an Ordinance that created a domestic partner registry in order to allow residents who were not married, but in committed relationships, access to benefits by registering. Minnesota law changed and a certificate from the City is no longer needed in order for domestic partners to access these benefits. He noted that only three couples have registered under the program and the most recent was 2013. He stated that repealing this portion of the Code will not have any impact on anyone currently registered. Staff recommends repealing this section of the Code.

Councilmember Gorham stated that he has not seen many other cities repeal their ordinance and noted that he wanted to make sure that things like hospital visitation rights are covered. City Administrator Lerud stated that he believes very few cities had even adopted a Domestic Partner Registry and thinks the City was one of only a handful of cities that did so. He stated that insurance rules and regulations have all changed since 2011.

Councilmember Siakel stated that the City put this progressive ordinance into effect a number of years ago and State law has caught up to the City so it is unnecessary for this to be on the books.

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City Administrator Lerud stated that was correct and the fact that it is has been eight years since anyone registered is also an indication that the benefits that were provided by this portion of Code are available elsewhere.

Mayor Labadie stated that this was not a public hearing item, but offered the opportunity for members of the audience to weigh on this matter, however, no one expressed any interest.

Councilmember Gorham stated that if there is any chance that the City is limiting someone in the future to get employer benefits or some other right, that would concern him. City Administrator Lerud stated that the ordinance came about at a time when the City recognized those rights were not available and they are now. He explained that if there comes a time where there are rights that have been excluded, the City can step in and look at adopting an ordinance that would address those issues.

City Administrator Lerud stated that the Council is free to take no action and not repeal it and it will continue to stay on the books. He stated that making sure the City Code is relevant has been happening for years and this is one of those times when the Code is being cleaned up.

Councilmember Callies stated that she does not think the Council should be afraid to keep the Code current and relevant, and this is an appropriate housekeeping matter. Mayor Labadie stated that when she reviews the language, she is proud that the City was such a forerunner in guaranteeing domestic partner/same sex couple rights and the State has finally caught up to the City's forward thinking.

Callies moved, Johnson seconded, Adopting ORDINANCE NO. 580, "An Ordinance Repealing Shorewood City Code Chapter 110, Domestic Partnership Registry." Johnson, Siakel, Callies and Labadie in favor. Gorham opposed. Motion passed 4-1.

10. STAFF AND COUNCIL REPORTS

A. Administrator and Staff

City Engineer Budde stated that the Glen/Amlee/Manitou project is scheduled for paving next week and final restoration the following week. The mill and overlay project should be completed by the end of the week of August 23, 2021.

Planning Director Darling stated that the new permitting software is fully in operation and available on the website. She stated that contractors have been applying for permits and it seems to be working very smoothly. In general, City staff is happy about having cloud-based storage and not having to scan all of the documents that have been submitted and will eventually cut down on staff time spent doing this type of work.

City Attorney Keane explained that he had tried to make it clear in his earlier explanation about use of Zoom or remote participation that it is simply not allowed under State law and noted that the Statute, as amended in 2021 is clear. He encouraged people to talk to their legislators if they would like Council's to be able to entertain discussions from remote locations.

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Councilmember Johnson asked about the comment made that Zoom is social media. He stated that personally, he views Zoom as a video conferencing tool, and not social media. City Attorney Keane stated that is correct and social media has typically been Twitter and Facebook platforms.

Councilmember Callies stated that in reviewing some of the materials submitted by Mr. Yelsey, there is an article that refers to Zoom as social media, but she agrees that the Statute, when it was amended in the last legislative session talks about interactive technology, and Zoom, in the common definition would be an interactive technology.

B. Mayor and City Council

Councilmember Gorham gave a brief update regarding the Tour de Tonka event held last weekend and explained that there had been a mistake and all the riders were directed to the longer route.

Councilmember Siakel commended Mayor Labadie for how she ran a difficult meeting tonight. She stated that there were a lot of people in attendance and felt some of the comments were inappropriate and misguided. She stated that the public is welcome to come forward anytime and you do not always have to agree with the Council, but the way you do it is important.

Mayor Labadie noted that several people presented documents this evening and assured the public that those documents will be reviewed and outlined the parameters for getting the documents to the City in time for it to be included in the meeting packets.

11. ADJOURN

Johnson moved, Siakel seconded, Adjourning the City Council Regular Meeting of August 9, 2021, at 8:50 P.M. All in favor, motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL SPECIAL MEETING
MONDAY, AUGUST 16, 2021

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
6:30 P.M.

MINUTES

1. CONVENE CITY COUNCIL SPECIAL MEETING

Mayor Labadie called the meeting to order at 6:30 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers Siakel, Callies, Johnson and Gorham; City Administrator Lerud.

Council member Siakel was participating remotely from lobby of the Sable Hotel, 900 East Grand Avenue, Chicago, IL.

Motion by Johnson, Second by Callies to approve the agenda, upon roll call vote, all voted in favor.

Council member Callies made a statement that she is familiar with most of the attorneys interviewing tonight, and with all the firms. She said she does not have a conflict of interest that would require she recuse herself in the discussion or decision.

The special meeting was being held to interview legal firms to provide civil legal services to the City of Shorewood. Firms interviewed:

Campbell Knutson
Hoff Barry
Eckberg Lammers
Kutak Rock

The meeting recessed at 8:30 and was called back to order at 8:35.

Because the lead city attorney from Campbell Knutson was not able to attend the meeting tonight due to a previously scheduled commitment from which he could not participate remotely, and because the city offered only one date for the interviews, it was the consensus of the council to invite the attorney from Campbell Knutson to interview. It was suggested he be scheduled as part of a work session in September or October with a council discussion to then follow.

With no other business, **Johnson moved, Gorham seconded, Adjourning the City Council Meeting. Upon roll call all in favor, motion passed.**

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



#2 D

MEETING TYPE
Regular Meeting

City of Shorewood Council Meeting Item

Title / Subject: Verified Claims

Meeting Date: August 23, 2021

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

Attachments: Claims lists

Policy Consideration:

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

Background:

Claims for council authorization.

66978-67004 & ACH	915,690.45
Total Claims	\$915,690.45

We have also included a payroll summary for the payroll period ending **August 15, 2021**.

Financial or Budget Considerations:

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

Options:

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

Recommendation / Action Requested:

Staff recommends approval of the claims list as presented.

Next Steps and Timelines:

Checks will be distributed following approval.

Payroll

G/L Distribution Report

User: mnguyen

Batch: 00002.08.2021 - PR-08-16-2021

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	72,893.76	CASH AND INVESTMENTS
101-11-4103-0000	1,716.64	0.00	PART-TIME
101-11-4122-0000	131.31	0.00	FICA CONTRIB - CITY SHARE
101-13-4101-0000	12,775.19	0.00	FULL-TIME REGULAR
101-13-4103-0000	678.80	0.00	PART-TIME
101-13-4121-0000	1,009.06	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,007.47	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	2,055.74	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	113.81	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,456.03	0.00	FULL-TIME REGULAR
101-15-4121-0000	409.20	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	416.66	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	607.47	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	24.97	0.00	WORKERS COMPENSATION
101-18-4101-0000	8,132.20	0.00	FULL-TIME REGULAR
101-18-4121-0000	609.92	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	589.40	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,014.86	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	52.46	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,341.60	0.00	FULL-TIME REGULAR
101-24-4121-0000	250.62	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	257.48	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	671.93	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	18.36	0.00	WORKERS COMPENSATION
101-32-4101-0000	16,188.47	0.00	FULL-TIME REGULAR
101-32-4102-0000	255.83	0.00	OVERTIME
101-32-4121-0000	1,233.35	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,154.66	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,708.98	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	980.18	0.00	WORKERS COMPENSATION
101-33-4101-0000	268.48	0.00	FULL-TIME REGULAR
101-33-4121-0000	20.13	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	32.27	0.00	FICA CONTRIB - CITY SHARE
101-33-4131-0000	280.85	0.00	EMPLOYEE INSURANCE - CITY

Account Number	Debit Amount	Credit Amount	Description
101-33-4151-0000	25.03	0.00	WORKERS COMPENSATION
101-52-4101-0000	3,182.32	0.00	FULL-TIME REGULAR
101-52-4103-0000	1,639.13	0.00	PART-TIME
101-52-4121-0000	238.67	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	368.73	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	825.34	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	285.41	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,536.34	0.00	FULL-TIME REGULAR
101-53-4121-0000	115.22	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	118.81	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	16.61	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	77.77	0.00	WORKERS COMPENSATION
FUND Total:	72,893.76	72,893.76	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	1,931.09	CASH AND INVESTMENTS
201-00-4101-0000	1,401.01	0.00	FULL-TIME REGULAR
201-00-4103-0000	192.00	0.00	PART-TIME
201-00-4121-0000	112.73	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	123.76	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	24.91	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	76.68	0.00	WORKERS COMPENSATION
FUND Total:	1,931.09	1,931.09	
FUND 601	Water Utility		
601-00-1010-0000	0.00	11,120.00	CASH AND INVESTMENTS
601-00-4101-0000	6,838.63	0.00	FULL-TIME REGULAR
601-00-4102-0000	1,074.05	0.00	OVERTIME
601-00-4105-0000	324.05	0.00	WATER PAGER PAY
601-00-4121-0000	617.77	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	592.19	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,336.71	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	336.60	0.00	WORKERS COMPENSATION
FUND Total:	11,120.00	11,120.00	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	9,316.47	CASH AND INVESTMENTS
611-00-4101-0000	6,261.66	0.00	FULL-TIME REGULAR
611-00-4102-0000	358.04	0.00	OVERTIME
611-00-4105-0000	324.05	0.00	SEWER PAGER PAY
611-00-4121-0000	520.75	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	501.94	0.00	FICA CONTRIB - CITY SHARE

Account Number	Debit Amount	Credit Amount	Description
611-00-4131-0000	1,091.73	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	258.30	0.00	WORKERS COMPENSATION
FUND Total:	9,316.47	9,316.47	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	1,005.98	CASH AND INVESTMENTS
621-00-4101-0000	803.05	0.00	FULL-TIME REGULAR
621-00-4121-0000	60.23	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	56.50	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	81.79	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	4.41	0.00	WORKERS COMPENSATION
FUND Total:	1,005.98	1,005.98	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	4,218.62	CASH AND INVESTMENTS
631-00-4101-0000	3,315.21	0.00	FULL-TIME REGULAR
631-00-4121-0000	248.63	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	238.74	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	299.66	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	116.38	0.00	WORKERS COMPENSATION
FUND Total:	4,218.62	4,218.62	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	100,485.92	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	47,340.44	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	11,478.67	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	6,638.66	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	3,081.79	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	11,179.84	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	10,166.40	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	5,700.00	DEFERRED COMPENSATION
700-00-2177-0000	0.00	2,370.36	WORKERS COMPENSATION
700-00-2183-0000	0.00	1,208.92	HEALTH SAVINGS ACCOUNT
700-00-2184-0000	0.00	872.84	DENTAL DELTA
700-00-2185-0000	0.00	448.00	DENTAL - UNION
FUND Total:	100,485.92	100,485.92	
Report Total:	200,971.84	200,971.84	

Accounts Payable

Computer Check Proof List by Vendor

User: nnguyen
 Printed: 08/12/2021 - 1:28PM
 Batch: 00007.07.2021 - June-BOM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 868	BANK OF MONTREAL			Check Sequence: 1	ACH Enabled: True
June-2021-AndyE	Fuel	137.35	07/30/2021	101-32-4212-0000	
June-2021-BradM	Fuel	189.00	07/30/2021	101-32-4212-0000	
June-2021-BradM	Northern	11.82	07/30/2021	101-32-4221-0000	
June-2021-BradM	Applied	395.96	07/30/2021	101-32-4245-0000	
June-2021-BradM	Ebays	50.43	07/30/2021	101-32-4221-0000	
June-2021-BradM	Shwd True	9.78	07/30/2021	101-32-4245-0000	
June-2021-BradM	Home Depot	16.04	07/30/2021	101-52-4223-0000	
June-2021-BradM	Carquest Invoices	263.13	07/30/2021	101-32-4221-0000	
June-2021-BradM	Carquest Invoice	12.42	07/30/2021	101-32-4245-0000	
June-2021-BradM	Carquest Invoices	89.25	07/30/2021	101-32-4212-0000	
June-2021-Brend	GPS Municipal-Renewal	46.00	07/30/2021	101-13-4433-0000	
June-2021-Brend	St Cloud- Parking	9.50	07/30/2021	101-13-4331-0000	
June-2021-Brend	Brick Bourbon-Travel Meal	52.10	07/30/2021	101-13-4331-0000	
June-2021-Brend	Best Western-Conf.	117.13	07/30/2021	101-13-4331-0000	
June-2021-Brett	Cub Foods	87.78	07/30/2021	101-32-4245-0000	
June-2021-Brett	Deakynes True	19.78	07/30/2021	101-32-4221-0000	
June-2021-Brett	Shwd True	56.99	07/30/2021	101-52-4245-0000	
June-2021-Brett	Shwd True	10.37	07/30/2021	101-32-4245-0000	
June-2021-Brett	Shwd True	66.99	07/30/2021	101-52-4245-0000	
June-2021-Brett	Amazon	55.80	07/30/2021	101-32-4245-0000	
June-2021-Brett	Amazon	33.98	07/30/2021	101-32-4245-0000	
June-2021-Brett	AT & T	53.49	07/30/2021	101-32-4321-0000	
June-2021-CityCard	Culligan Bottled Water - Drink	48.00	07/30/2021	101-19-4245-0000	
June-2021-CityCard	Republic Services	14,282.54	07/30/2021	621-00-4400-0000	
June-2021-CityCard	Waste Mgmt-Public Works	706.03	07/30/2021	101-32-4400-0000	
June-2021-CityCard	Waste Mgmt-SSCC	273.68	07/30/2021	201-00-4400-0000	
June-2021-CityCard	Chanhassen-18505-002 - Stormwa	86.44	07/30/2021	101-52-4380-0000	
June-2021-CityCard	Verizon-Lift Station	14.49	07/30/2021	611-00-4321-0000	
June-2021-CityCard	Badger Park	93.00	07/30/2021	101-52-4400-0000	
June-2021-CityCard	Republic Services-Spring Cleanup	470.92	07/30/2021	621-00-4347-0000	
June-2021-CityCard	BSN Sport-Bleacher-Park Donation	2,750.42	07/30/2021	101-53-3623-0000	
June-2021-CityCard	Shred-It - Spring Cleanup	1,095.30	07/30/2021	621-00-4347-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
June-2021-CityCard	The Greener Blade-Park	4,050.00	07/30/2021	101-52-4400-0000	
June-2021-CityCard	The Greener Blade-Park	1,350.00	07/30/2021	101-52-4400-0000	
June-2021-GregF	Fuel	503.16	07/30/2021	101-32-4212-0000	
June-2021-GregL	Amazon-CH Furnace Filter	117.76	07/30/2021	101-19-4245-0000	
June-2021-GregL	Shwd True-CH Furnace Filter	20.28	07/30/2021	101-19-4245-0000	
June-2021-GregL	Amazon-CH Furnace Filter	72.98	07/30/2021	101-19-4245-0000	
June-2021-GregL	Sam's - Membership	45.00	07/30/2021	101-19-4433-0000	
June-2021-GregL	Sam's - Supplies	51.60	07/30/2021	101-19-4245-0000	
June-2021-GregL	AI & Almas -Appreciation Event	750.00	07/30/2021	101-11-4245-0000	
June-2021-JoeR	Government Fin Off-Certificate of Achievement	460.00	07/30/2021	101-16-4301-0000	
June-2021-JoeR	AICPA -	295.00	07/30/2021	101-15-4433-0000	
June-2021-Julie	Facebook - Park ads	19.39	07/30/2021	101-53-4248-0000	
June-2021-Julie	Best Name Badges	106.40	07/30/2021	101-13-4200-0000	
June-2021-Julie	Shorewood True	41.13	07/30/2021	621-00-4245-0000	
June-2021-Julie	Sq Association of Recycling - conf	57.25	07/30/2021	621-00-4331-0000	
June-2021-Julie	Sticker Mule	116.00	07/30/2021	101-53-4248-0000	
June-2021-Larry	Build-Deadbolts	154.44	07/30/2021	101-52-4223-0000	
June-2021-Larry	Paypal-Lock Sets	384.91	07/30/2021	101-52-4223-0000	
June-2021-Larry	Shwd True	3.14	07/30/2021	101-52-4223-0000	
June-2021-Larry	Adobe	193.42	07/30/2021	101-32-4433-0000	
June-2021-Larry	Fuel	117.05	07/30/2021	101-32-4212-0000	
June-2021-Larry	In Enabling	17.00	07/30/2021	601-00-4321-0000	
June-2021-Nelia	Office Depot	142.80	07/30/2021	101-13-4200-0000	
June-2021-Nelia	Office Depot-Employee File Folders	160.76	07/30/2021	101-15-4200-0000	
June-2021-Rober	Fuel	277.00	07/30/2021	101-32-4212-0000	
June-2021-Rober	Shorewood True-Sump Pump	409.98	07/30/2021	601-00-4223-0000	
June-2021-Sandi	Amazon	194.37	07/30/2021	101-13-4200-0000	
June-2021-Sandi	Michaels - Photo Contest	149.93	07/30/2021	101-11-4245-0000	
June-2021-Sandi	Cub Foods-Badger Park Celebration	101.72	07/30/2021	101-52-4245-0000	
June-2021-Sandi	Walgreens-Photo Booth	62.90	07/30/2021	101-11-4245-0000	
June-2021-Sandi	Cariboue Coffee-Meeting with Dept. Employees	15.87	07/30/2021	101-13-4331-0000	
June-2021-TimK	Fuel	301.92	07/30/2021	101-32-4212-0000	
June-2021-TimK	Navarre	49.44	07/30/2021	601-00-4223-0000	
June-2021-TimK	Shorewood True-Sump SE	179.55	07/30/2021	601-00-4223-0000	
June-2021-Twila	Target	45.09	07/30/2021	101-53-4248-0000	
June-2021-Twila	Michaels	10.28	07/30/2021	101-53-4248-0000	
June-2021-Twila	Michaels	64.42	07/30/2021	101-53-4248-0000	
June-2021-Twila	Amazon	21.51	07/30/2021	101-53-4248-0000	
June-2021-Twila	Amazon	45.30	07/30/2021	101-53-4248-0000	
June-2021-Twila	Heartsmart	181.72	07/30/2021	201-00-4200-0000	
June-2021-Twila	Heartsmart-Battery	-12.72	07/30/2021	201-00-4200-0000	
June-2021-Twila	Dollar Tree	22.58	07/30/2021	101-53-4248-0000	
June-2021ChrisH	Fuel	532.25	07/30/2021	101-32-4212-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
June-2021ChrisH	Menards	79.14	07/30/2021	101-32-4245-0000	
June-2021ChrisP	Shorewood True-Badger Park Supplies	202.64	07/30/2021	101-52-4245-0000	
	Check Total:	33,770.27			
Vendor: 327	WINDSTREAM			Check Sequence: 2	ACH Enabled: True
73891762	City of Shwd- Badger Well	70.23	07/30/2021	601-00-4395-0000	
73891762	Public Works	67.61	07/30/2021	101-32-4321-0000	
73891762	City Hall	139.31	07/30/2021	101-19-4321-0000	
73891762	Badger-Manor-Cathcart Parks	208.27	07/30/2021	101-52-4321-0000	
73891762	City of Shwd-West Tower	140.54	07/30/2021	601-00-4321-0000	
	Check Total:	625.96			
	Total for Check Run:	34,396.23			
	Total of Number of Checks:	2			

Accounts Payable

Computer Check Proof List by Vendor

User: nmnguyen
 Printed: 08/16/2021 - 12:23PM
 Batch: 00003.08.2021 - PR-08-16-2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND			Check Sequence: 1	ACH Enabled: True
August-2021	PR Batch 00002.08.2021 Dental - Union	448.00	08/16/2021	700-00-2185-0000	PR Batch 00002.08.2021 Dental - Union
	Check Total:	448.00			
Vendor: 1084	BANK VISTA			Check Sequence: 2	ACH Enabled: True
PR-08-16-2021	PR Batch 00002.08.2021 HSA-BANK VISTA	276.92	08/16/2021	700-00-2183-0000	PR Batch 00002.08.2021 HSA-BANK VIS
	Check Total:	276.92			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 3	ACH Enabled: True
PR-08-16-2021	PR Batch 00002.08.2021 Federal Income Tax	6,638.66	08/16/2021	700-00-2172-0000	PR Batch 00002.08.2021 Federal Income T
PR-08-16-2021	PR Batch 00002.08.2021 FICA Employee Portio	4,530.40	08/16/2021	700-00-2174-0000	PR Batch 00002.08.2021 FICA Employee I
PR-08-16-2021	PR Batch 00002.08.2021 FICA Employer Portio	4,530.40	08/16/2021	700-00-2174-0000	PR Batch 00002.08.2021 FICA Employer I
PR-08-16-2021	PR Batch 00002.08.2021 Medicare Employee Pc	1,059.52	08/16/2021	700-00-2174-0000	PR Batch 00002.08.2021 Medicare Emplo
PR-08-16-2021	PR Batch 00002.08.2021 Medicare Employer Po	1,059.52	08/16/2021	700-00-2174-0000	PR Batch 00002.08.2021 Medicare Emplo
	Check Total:	17,818.50			
Vendor: 6	HEALTH PARTNERS-MEDICAL			Check Sequence: 4	ACH Enabled: True
August-2021	PR Batch 00001.08.2021 Health Ins - CoPay-1	4,220.00	08/02/2021	700-00-2171-0000	PR Batch 00001.08.2021 Health Ins - CoPa
August-2021	PR Batch 00001.08.2021 Health Insurance-HSA	5,780.00	08/02/2021	700-00-2171-0000	PR Batch 00001.08.2021 Health Insurance
August-2021	PR Batch 00002.08.2021 Health Ins - CoPay-2	4,805.22	08/16/2021	700-00-2171-0000	PR Batch 00002.08.2021 Health Ins - CoPa
August-2021	PR Batch 00002.08.2021 Health Insurance-HSA	6,673.45	08/16/2021	700-00-2171-0000	PR Batch 00002.08.2021 Health Insurance
	Check Total:	21,478.67			
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 5	ACH Enabled: True
Aug-2021-COBRA	COBRA - Helgeson	45.94	08/16/2021	700-00-2184-0000	PR Batch 00002.08.2021 Dental - Non Uni
August-2021	PR Batch 00002.08.2021 Dental - Non Union	872.84	08/16/2021	700-00-2184-0000	PR Batch 00002.08.2021 Dental - Non Uni
	Check Total:	918.78			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 6	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
PR-08-16-2021	PR Batch 00002.08.2021 Deferred Comp-ICMA	3,075.00	08/16/2021	700-00-2176-0000	PR Batch 00002.08.2021 Deferred Comp-I
	Check Total:	3,075.00			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 7	ACH Enabled: True
PR-08-16-2021	PR Batch 00002.08.2021 State Income Tax	3,081.79	08/16/2021	700-00-2173-0000	PR Batch 00002.08.2021 State Income Tax
	Check Total:	3,081.79			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-08-16-2021	PR Batch 00002.08.2021 Deferred Comp-MSRS	2,475.00	08/16/2021	700-00-2176-0000	PR Batch 00002.08.2021 Deferred Comp-2
PR-08-16-2021	PR Batch 00002.08.2021 Deferred Comp-MSRS	150.00	08/16/2021	700-00-2176-0000	PR Batch 00002.08.2021 Deferred Comp-2
	Check Total:	2,625.00			
Vendor: 665	OPTUM BANK			Check Sequence: 9	ACH Enabled: True
PR-08-16-2021	PR Batch 00002.08.2021 HSA-OPTUM BANK	932.00	08/16/2021	700-00-2183-0000	PR Batch 00002.08.2021 HSA-OPTUM B.
	Check Total:	932.00			
Vendor: 9	PERA			Check Sequence: 10	ACH Enabled: True
PR-08-16-2021	PR Batch 00002.08.2021 MN-PERA Deduction	4,720.12	08/16/2021	700-00-2175-0000	PR Batch 00002.08.2021 MN-PERA Dedu
PR-08-16-2021	PR Batch 00002.08.2021 MN PERA Benefit Em	5,446.28	08/16/2021	700-00-2175-0000	PR Batch 00002.08.2021 MN PERA Benef
	Check Total:	10,166.40			
	Total for Check Run:	60,821.06			
	Total of Number of Checks:	10			

Accounts Payable

Computer Check Proof List by Vendor

User: nnguyen
 Printed: 08/18/2021 - 2:16PM
 Batch: 00005.08.2021 - CC-08-23-2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 111	AMERICAN ENGINEERING TESTING, INC.			Check Sequence: 1	ACH Enabled: True
INV-M10118	Local Roadway -Whiltsey Lane	2,175.00	08/23/2021	404-00-4303-0000	
	Check Total:	2,175.00			
Vendor: 1102	BITUMINOUS ROADWAYS, INC			Check Sequence: 2	ACH Enabled: False
PV#3-BadgerPark	PV#3 - Badger Park Tennis Court Reconstruction	10,763.50	08/23/2021	402-00-4680-0000	
	Check Total:	10,763.50			
Vendor: 134	CARQUEST AUTO PARTS STORES			Check Sequence: 3	ACH Enabled: False
6974-416524	Battery	103.17	08/23/2021	101-32-4221-0000	
	Check Total:	103.17			
Vendor: 136	CENTERPOINT ENERGY			Check Sequence: 4	ACH Enabled: True
08-02-2021	5755 Country Club Rd	37.56	08/23/2021	101-19-4380-0000	
08-02-2021	24200 Smithtown Rd	101.74	08/23/2021	101-32-4380-0000	
08-02-2021	6000 Eureka Road	36.25	08/23/2021	101-52-4380-0000	
08-02-2021	20405 Knightsbridge Rd	28.30	08/23/2021	601-00-4394-0000	
08-02-2021	28125 Boulder Bridge	31.00	08/23/2021	601-00-4396-0000	
79456885-072721	5735 Country Club Rd-SCEC	42.13	08/23/2021	201-00-4380-0000	
86501806-072721	20630 Manor Rd	19.00	08/23/2021	101-52-4380-0000	
	Check Total:	295.98			
Vendor: 456	CORE & MAIN, LP			Check Sequence: 5	ACH Enabled: False
P334234	Casting	347.07	08/23/2021	101-32-4250-0000	
	Check Total:	347.07			
Vendor: 1096	DAVEY RESOURCE GROUP, INC.			Check Sequence: 6	ACH Enabled: True
118879	Tree Services	622.50	08/23/2021	101-32-4400-0000	
119675	Glen Amlee Tree Preservation	2,331.06	08/23/2021	407-00-4400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
120469	Tree Management	7,082.50	08/23/2021	101-32-4400-0000	
120478	25165 Bentgrass Way - Tree Consulting	1,508.00	08/23/2021	101-18-4400-0000	
	Check Total:	11,544.06			
Vendor: 1204	DIGRITE EXCAVATING, INC.			Check Sequence: 7	ACH Enabled: False
71	Grading & Storm Sewer within Boulder Bridge S	4,900.00	08/23/2021	631-00-4400-0000	
	Check Total:	4,900.00			
Vendor: 591	E & M CONSULTING, INC.			Check Sequence: 8	ACH Enabled: False
E39652	Advertising	505.95	08/23/2021	201-00-4351-0000	
	Check Total:	505.95			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 9	ACH Enabled: True
848903	Covington Watermain BIDS	368.90	08/23/2021	601-00-4351-0000	
849035	Covington Watermain BIDS	239.01	08/23/2021	601-00-4351-0000	
	Check Total:	607.91			
Vendor: 647	EDGEWOOD MARKETING			Check Sequence: 10	ACH Enabled: False
74845	Safety Camp Event	330.56	08/23/2021	101-53-4248-0000	
	Check Total:	330.56			
Vendor: 757	GONYEA HOMES, INC			Check Sequence: 11	ACH Enabled: False
5840ClubValley	Escrow Refund - 5840 Club Valley Road	10,191.00	08/16/2021	880-00-2200-0000	
5960ClubValley	Escrow Refund - 960 Club Valley Road	11,059.00	08/16/2021	880-00-2200-0000	
	Check Total:	21,250.00			
Vendor: UB*00428	Matthew & Jessica Graham			Check Sequence: 12	ACH Enabled: False
	Refund Check	40.74	08/16/2021	611-00-2010-0000	
	Refund Check	108.47	08/16/2021	611-00-2010-0000	
	Refund Check	17.46	08/16/2021	621-00-2010-0000	
	Refund Check	46.49	08/16/2021	621-00-2010-0000	
	Refund Check	17.47	08/16/2021	631-00-2010-0000	
	Refund Check	46.48	08/16/2021	631-00-2010-0000	
	Refund Check	34.93	08/16/2021	601-00-2010-0000	
	Refund Check	92.97	08/16/2021	601-00-2010-0000	
	Check Total:	405.01			
Vendor: 211	HAWKINS, INC.			Check Sequence: 13	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4989179	Chlorine	722.00	08/23/2021	601-00-4245-0000	
	Check Total:	722.00			
Vendor: 216	HENNEPIN COUNTY RECORDER & REGIS			Check Sequence: 14	ACH Enabled: False
24705AmleeRd	24705 Amlee Road-Drainage & Utility Easemen	46.00	08/23/2021	101-18-4400-0000	
24735GlenRd	24735 Glen Road-Drainage & Utility Easement	46.00	08/23/2021	101-18-4400-0000	
4875Fencroft	4875 Fencroft Drive- Stormwater Mangement A	46.00	08/23/2021	101-18-4400-0000	
	Check Total:	138.00			
Vendor: 471	HENNEPIN COUNTY ACCOUNTS RECEIVA			Check Sequence: 15	ACH Enabled: False
1000169437	2nd Half Assessment 2021	72,500.00	08/23/2021	101-16-4400-0000	
5520Grant-2021	5520 Grant Lorenz Road -2021 Property Tax	511.00	08/23/2021	631-00-4610-0000	
	Check Total:	73,011.00			
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVA			Check Sequence: 16	ACH Enabled: False
1000170287	REC0001086-MonthlySubscription	6.66	08/23/2021	101-31-4303-0000	RecordEase Payment
	Check Total:	6.66			
Vendor: 215	HENNEPIN COUNTY INFORMATION TECHI			Check Sequence: 17	ACH Enabled: True
1000169538	Monthly Radio Fleet & MESB	196.40	08/23/2021	101-32-4321-0000	
	Check Total:	196.40			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 18	ACH Enabled: True
20095954	SCEC - Mats	68.70	08/23/2021	201-00-4400-0000	
	Check Total:	68.70			
Vendor: UB*00424	Jeffrey & Molly Johnson			Check Sequence: 19	ACH Enabled: False
	Refund Check	105.25	08/09/2021	601-00-2010-0000	
	Refund Check	122.80	08/09/2021	611-00-2010-0000	
	Refund Check	52.63	08/09/2021	631-00-2010-0000	
	Refund Check	52.62	08/09/2021	621-00-2010-0000	
	Check Total:	333.30			
Vendor: 247	DREW KRIESEL			Check Sequence: 20	ACH Enabled: False
July-2021	Building Maint. Services	200.00	08/23/2021	201-00-4400-0000	
July-2021	Events Program/Class Services	714.00	08/23/2021	201-00-4248-0000	
July-2021	Events Svc	336.00	08/23/2021	201-00-4248-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,250.00			
Vendor: 482	KUTAK ROCK, LLP			Check Sequence: 21	ACH Enabled: True
2891572	General Corporate	1,850.00	08/23/2021	101-16-4304-0000	
2891575	Public Improvement Project	721.50	08/23/2021	402-00-4620-0000	
2891577	Land Use & Development	792.00	08/23/2021	101-18-4304-0000	
2891578	Administrative Code	877.50	08/23/2021	101-16-4304-0000	
2891595	Economic Development Authority	136.50	08/23/2021	101-16-4304-0000	
2891709	Lake Mary Stormwater Issues	156.00	08/23/2021	631-00-4304-0000	
2891763	Excelsior Sewer Issues	195.00	08/23/2021	611-00-4304-0000	
2891797	Franchise Utility Fees-Gas	39.00	08/23/2021	101-16-4304-0000	
2891844	5520 Grant Lorenz Road	78.00	08/23/2021	631-00-4610-0000	
2891875	Ugorets v. Shorewood	1,345.50	08/23/2021	101-16-4304-0000	
	Check Total:	6,191.00			
Vendor: 1202	KYLE HUNT & PARTNERS, INC.			Check Sequence: 22	ACH Enabled: False
28050WoodsideRd	Escrow Refund - 28050 Woodside Road	17,914.00	08/16/2021	880-00-2200-0000	
	Check Total:	17,914.00			
Vendor: 251	LAKE MINNETONKA CONSERVATION DIST			Check Sequence: 23	ACH Enabled: True
21	Quarterly Levy Payment	8,246.25	08/23/2021	101-11-4433-0000	
	Check Total:	8,246.25			
Vendor: 531	LEAGUE OF MINNESOTA CITIES			Check Sequence: 24	ACH Enabled: False
346912	Nathaniel Gorham	10.00	08/23/2021	101-11-4331-0000	
346912	Miechelle Norman	10.00	08/23/2021	101-11-4331-0000	
	Check Total:	20.00			
Vendor: UB*00425	Tino & Michelle Lettieri			Check Sequence: 25	ACH Enabled: False
	Refund Check	107.46	08/09/2021	601-00-2010-0000	
	Refund Check	125.37	08/09/2021	611-00-2010-0000	
	Refund Check	53.73	08/09/2021	631-00-2010-0000	
	Refund Check	53.73	08/09/2021	621-00-2010-0000	
	Check Total:	340.29			
Vendor: UB*00426	Ann McIntosh			Check Sequence: 26	ACH Enabled: False
	Refund Check	102.98	08/09/2021	621-00-2010-0000	
	Refund Check	77.79	08/09/2021	631-00-2010-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund Check	153.49	08/09/2021	611-00-2010-0000	
	Check Total:	334.26			
Vendor: 279	METROPOLITAN COUNCIL (WASTEWATER)			Check Sequence: 27	ACH Enabled: True
1127959	Monthly Waste Water Svc	82,991.61	08/23/2021	611-00-4385-0000	
	Check Total:	82,991.61			
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 28	ACH Enabled: True
79117	Newsletter Postages	515.19	08/16/2021	101-13-4208-0000	
79117	Newsletter Svc	453.24	08/16/2021	101-13-4400-0000	
	Check Total:	968.43			
Vendor: 305	MNSPECT, LLC			Check Sequence: 29	ACH Enabled: True
8710	Inspection Services	5,600.00	08/23/2021	101-24-4400-0000	
8710	Inspection Services	2,625.00	08/23/2021	101-24-4400-0000	
	Check Total:	8,225.00			
Vendor: 325	ON SITE SANITATION -TWIN CITIES			Check Sequence: 30	ACH Enabled: True
1180960	Cathcart Park-26655 W- 62nd St	66.00	08/23/2021	101-52-4410-0000	
1180961	Freeman Park-6000 Eureka Rd	379.50	08/23/2021	101-52-4410-0000	
1180962	Silverwood Pk-5755 Covington R	66.00	08/23/2021	101-52-4410-0000	
1180963	South Shore-5355 St Albans Bay	66.00	08/23/2021	101-52-4410-0000	
1180964	Christmas Lk Rd-5625 Merry Ln	231.00	08/23/2021	101-52-4410-0000	
	Check Total:	808.50			
Vendor: 866	PAINT * PAPER * SCISSORS			Check Sequence: 31	ACH Enabled: False
INV-0373	Crazing Horse	250.00	08/23/2021	101-53-4248-0000	
	Check Total:	250.00			
Vendor: 903	PERRILL			Check Sequence: 32	ACH Enabled: True
255188	ROWay Web App-Monthly	75.00	08/23/2021	611-00-4400-0000	
255188	ROWay Web App-Monthly	75.00	08/23/2021	601-00-4400-0000	
	Check Total:	150.00			
Vendor: 1203	JANE PHILLIPS			Check Sequence: 33	ACH Enabled: False
Invisible8/2021	Reimbursement for Repair - Invisible Fence	130.81	08/23/2021	413-00-4680-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	130.81			
Vendor: 1157	KEELY SCHULTZ			Check Sequence: 34	ACH Enabled: False
Park Event8/21	Arboles Alegres Event	233.00	08/23/2021	101-53-4248-0000	
SafetyCamp-8/21	Safety Camp	50.00	08/23/2021	101-53-4248-0000	
	Check Total:	283.00			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPA			Check Sequence: 35	ACH Enabled: False
July-2021-HCPF	Monthly-Henn Cty Process Fee	225.00	08/23/2021	101-21-4400-0000	
September-2021-OB	Monthly-Operating Budget Exp	112,276.06	08/23/2021	101-21-4400-0000	
	Check Total:	112,501.06			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 36	ACH Enabled: True
INV-006982	Springbrook-CivicPay Fees	201.00	08/23/2021	611-00-4450-0000	
INV-006982	Springbrook-CivicPay Fees	201.00	08/23/2021	621-00-4450-0000	
INV-006982	Springbrook-CivicPay Fees	201.00	08/23/2021	601-00-4450-0000	
INV-006982	Springbrook-CivicPay Fees	201.00	08/23/2021	631-00-4450-0000	
TM-INV-004360	Cloud Migration Svc	1,312.50	08/23/2021	101-15-4221-0000	
	Check Total:	2,116.50			
Vendor: 1199	THE GREENER BLADE			Check Sequence: 37	ACH Enabled: False
60449	Herbicide Parks	1,350.00	08/23/2021	101-52-4400-0000	
	Check Total:	1,350.00			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 38	ACH Enabled: True
M26663	Planning Meeting	223.00	08/23/2021	101-18-4400-0000	
M26663	Council Meeting Jul 26 & Aug 9	914.75	08/23/2021	101-13-4400-0000	
	Check Total:	1,137.75			
Vendor: 386	TWIN CITY WATER CLINIC			Check Sequence: 39	ACH Enabled: False
16424	Monthly Bacteria Svc	120.00	08/23/2021	601-00-4400-0000	
	Check Total:	120.00			
Vendor: 421	VERIZON WIRELESS			Check Sequence: 40	ACH Enabled: False
9885330022	Sewer & Water - Acct842017386	101.55	08/23/2021	601-00-4321-0000	Acct #842017386-00001
9885330022	Sewer & Water - Acct842017386	101.57	08/23/2021	611-00-4321-0000	Acct #842017386-00001
9885330022	Sewer & Water - Acct842017386	101.55	08/23/2021	631-00-4321-0000	Acct #842017386-00001

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	304.67			
Vendor: 393	VESSCO, INC			Check Sequence: 41	ACH Enabled: False
85062	Chlorine	254.06	08/23/2021	601-00-4221-0000	
	Check Total:	254.06			
Vendor: 415	WARNER CONNECT			Check Sequence: 42	ACH Enabled: True
29940169	Network Maint Services	236.25	08/23/2021	101-19-4321-0000	
29940194	Network Maint Services	4,405.05	08/23/2021	101-19-4321-0000	
29940216	Network Maint Services	371.25	08/23/2021	101-19-4321-0000	
	Check Total:	5,012.55			
Vendor: UB*00427	Raymond & Jennifer Wizbowski			Check Sequence: 43	ACH Enabled: False
	Refund Check	3.95	08/10/2021	601-00-2010-0000	
	Refund Check	1.98	08/10/2021	631-00-2010-0000	
	Refund Check	1.97	08/10/2021	621-00-2010-0000	
	Refund Check	4.60	08/10/2021	611-00-2010-0000	
	Check Total:	12.50			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 44	ACH Enabled: True
268344	Road Maint	2,301.12	08/23/2021	101-32-4250-0000	
268854	Road Maint	130.50	08/23/2021	101-32-4250-0000	
PV4-Glen/Manitou/Ar	Glen Rd-Manitou-Amlee Street	429,017.96	08/23/2021	407-00-4680-0000	
	Check Total:	431,449.58			
Vendor: 974	THOMAS WADE WOODWARD			Check Sequence: 45	ACH Enabled: True
July-2021-Cell	Cell Phone	30.00	08/23/2021	101-24-4321-0000	
June-2021-Cell	Cell Phone	30.00	08/23/2021	101-24-4321-0000	
	Check Total:	60.00			
Vendor: 410	WSB AND ASSOCIATES, INC.			Check Sequence: 46	ACH Enabled: True
R-014590-000-24	Woodside Rd Street Reclamation	10,325.25	08/23/2021	408-00-4303-0000	
	Check Total:	10,325.25			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 47	ACH Enabled: True
743345842	5655 Merry Lane	21.82	08/23/2021	101-52-4380-0000	5655 Merry Lane

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	21.82			
	Total for Check Run:	820,473.16			
	Total of Number of Checks:	47			



City of Shorewood Council Meeting Item

Title/Subject: Ordinance 581 Codification 2021 City Code Supplement S-16
Meeting Date: Monday, August 23, 2021
Prepared by: Sandie Thone, City Clerk/HR Director
Reviewed by: Greg Lerud, City Administrator
Attachments: Ordinance 581 Codification 2021 City Code Supplement S-16
Resolution 21-088 Allowing for Summary Publication

Background: On November 22, 2004, Council adopted Ordinance 409 which approved the Municipal Code Book codification provided by American Legal Publishing Corporation and the League of MN Cities. Fifteen (15) supplements have been completed since the initial codification.

The process of reviewing and incorporating changes to the City Code is called "codification." All ordinances that are approved are incorporated into the City Code. On an annual basis, Council-approved ordinances are incorporated into the official code document at the City Clerk's office, and the online representation of the Code is updated. Ordinances adopted after the annual codification process are kept in the City Clerk's Office as approved, but not yet codified ordinances, and are available on the city website as well. American Legal Publishing serves as the City's codifier and online host of the web version of the City Code.

The sixteenth supplement (S-16) to the City Code contains ordinances up through and including Ordinance 576. This ordinance, if so adopted, shall take effect upon publication in the city's official newspaper.

Financial or Budget Considerations: Budget Item: Administration Budget: Cost of the S-16 Supplement does not exceed budgeted funds.

Recommendation/Action Requested: 2 Motions Required as Outlined Below:

- 1) **Motion:** Staff respectfully requests the city council adopt Ordinance 581 Codification of Ordinances for 2021 Supplement S-16 to the Shorewood City Code, provided by American Legal Publishing Corporation. **Motion, Second, and Majority required.**
- 2) **Motion:** Staff respectfully requests the city council approve Resolution 21-088 for the Summary Publication and Content as described in the attached summary publication. **Motion, Second and Four-Fifths Vote required.**

Connection to Vision /Mission: Consistency in providing the community with quality public services.

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.*

(Official Publication)
CITY OF SHOREWOOD
HENNEPIN COUNTY, STATE OF MINNESOTA
SUMMARY PUBLICATION
ORDINANCE 581

**AN ORDINANCE ENACTING AND ADOPTING THE 2021 S-16 SUPPLEMENT TO
THE CODE OF ORDINANCES FOR THE CITY OF SHOREWOOD, MINNESOTA**

Section 1. American Legal Publishing Corporation of Cincinnati, Ohio, has completed the Sixteenth Supplement to the Code of Ordinances of the City of Shorewood, which supplement contains all ordinances up through and including Ordinance No. 576 of a general and permanent nature enacted since the prior supplement of the Code of Ordinances of the City of Shorewood; and it is the intent of the City of Shorewood to accept these updated sections, as outlined in Supplement S-16, available for review and inspection at City Hall and on the City's website in its entirety.

Section 2. This Ordinance 581 adopting and enacting the 2021 S-16 Supplement of the Code of Ordinances for the City of Shorewood shall take effect upon publication in the City's official newspaper.

ADOPTED BY THE CITY COUNCIL of the City of Shorewood on August 23, 2021.
s/s Sandie Thone, City Clerk

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

RESOLUTION 21-088

**A RESOLUTION APPROVING SUMMARY PUBLICATION OF
ORDINANCE 581 ENACTING AND ADOPTING THE 2021 S-16 SUPPLEMENT
TO THE CODE OF ORDINANCES FOR THE CITY OF SHOREWOOD**

WHEREAS, at a duly called meeting on August 23, 2021, the City Council of the City of Shorewood adopted Ordinance 581 entitled "ORDINANCE 581 ENACTING AND ADOPTING THE 2021 S-16 SUPPLEMENT TO THE CODE OF ORDINANCES FOR THE CITY OF SHOREWOOD MINNESOTA; and

WHEREAS, The City Council has adopted annual supplements to the code of ordinances since its approval of the codification process in 2004. This supplement S-16 contains ordinances up through and including 576. The purpose of the summary is to inform the public of the intent and effect of the ordinance while saving the expense of publishing the entire ordinance. The full and complete ordinance is on file in the office of the City Clerk.

**NOW THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE
CITY OF SHOREWOOD:**

1. The City Council finds that the attached Summary Publication of Ordinance No. 581 clearly informs the public of intent and effect of the Ordinance.
2. The City Clerk is directed to publish Ordinance No. 581 by title and summary, pursuant to Minnesota Statutes, Section 412.191, subd.4.
3. A full copy of the Ordinance is available at Shorewood City Hall and on the city's website.

ADOPTED by the Shorewood City Council on this 23d day of August 2021.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

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

ORDINANCE 581

**AN ORDINANCE ENACTING AND ADOPTING THE 2021 S-16 SUPPLEMENT TO
THE CODE OF ORDINANCES FOR THE CITY OF SHOREWOOD MINNESOTA**

American Legal Publishing Corporation of Cincinnati, Ohio, has completed the Sixteenth Supplement to the Code of Ordinances of the City of Shorewood, which supplement contains all ordinances up through and including Ordinance No. 576 of a general and permanent nature enacted since the prior supplement of the Code of Ordinances of the City of Shorewood; and it is the intent of the City of Shorewood to accept these updated sections, as outlined in Supplement S-16, available for review and inspection at City Hall and on the City's website in its entirety.

NOW THEREFORE the City Council of the City of Shorewood, Minnesota, ordains:

Section 1. That the sixteenth supplement to the Code of Ordinances of the City of Shorewood as submitted by American Legal Publishing Corporation of Cincinnati, Ohio, is hereby accepted.

Section 2. This ordinance adopting the 2021 S-16 Supplement to the Code of Ordinances shall take effect upon publication in the City's official newspaper.

ADOPTED BY THE CITY COUNCIL of the City of Shorewood, Minnesota, this 23d day of August 2021.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Minnetonka Blvd. Project Cost Share with Greenwood

Meeting Date: August 23, 2021

Prepared By: Greg Lerud, City Administrator

Reviewed By: Larry Brown, Director of Public Works;
Tim Keane, City Attorney

2F

MEETING
TYPE
REGULAR

Attachments: Cost Share Agreement, Resolution

Background: Last year, Shorewood submitted a joint grant application to the DOT's Local Road Improvement Program for the overlay of Minnetonka Blvd. on behalf of Shorewood, Greenwood, and Deephaven. The City received word earlier this year that the application did not receive funding.

Before applying, Greenwood indicated that they were going to do the project in 2021, regardless if the grant money was received or not. They have prepared plans and specifications and gone out for bids. Greenwood has inquired if Shorewood would be willing to join them for the project this year. The road is in definite need of repair, and due to the favorable bids for the 2021 mill and overlay project, there are sufficient funds remaining to pay Shorewood's share of the work.

Financial or Budget Considerations: Funds are available in the 2021 mill and overlay project budget to complete the work. Based on a cost apportionment, Shorewood's cost for the work is estimated at \$75,165.67, with an additional estimated \$18,000 for the city share of engineering costs.

Recommended Action: Staff has reviewed the project costs and believes the amount of Shorewood's share is accurate and staff recommends adoption of the Resolution to approve the cost share agreement.

Next Steps and Timeline: Staff will advise Greenwood of the city council's decision.

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

**RESOLUTION 21 – 089
RESOLUTION APPROVING COST SHARE AGREEMENT WITH THE CITY OF
GREENWOOD FOR SHOREWOOD'S SHARE OF COSTS TO REHABILITATE A PORTION
OF MINNETONKA BOULEVARD**

WHEREAS, Shorewood submitted a grant application to the State of Minnesota on behalf of Shorewood, Greenwood, and Deephaven for the rehabilitation of Minnetonka Boulevard; and,

WHEREAS, The grant application was not awarded, and,

WHEREAS, The City of Greenwood is proceeding with their portion of the roadway improvement project, and bid the project for the entire road segment and inquired if Shorewood would reimburse Shorewood-related costs for the project; and,

WHEREAS, Shorewood has sufficient funds remaining in the 2021 Mill and Overlay street project due to favorable bidding; and

WHEREAS, City staff has reviewed the project bid results and estimates and recommends that the City Council proceed with the project,

NOW THEREFORE BE IT RESOLVED by the Shorewood City Council:

1. That the bid results are favorable and better than the city could receive if it bid the project separately.
2. There is value in the roadway being under construction one time.
3. Finds that Shorewood's costs are reasonable.
4. Approves the attached cost-share agreement with the City of Greenwood reimbursing an estimated \$75,165.67 project costs, and approximately \$18,000 in engineering costs.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23rd day of August, 2021.

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2021 by and between the City of Shorewood, a municipal corporation under the laws of Minnesota (“Shorewood”), and City of Greenwood, a municipal corporation under the laws of Minnesota (“Greenwood”). That Shorewood and the Greenwood may hereinafter be referred to individually as a “Party” or, together, the “Parties.”

RECITALS

- A. Greenwood intends to undertake overlay improvements to Minnetonka Boulevard, a local city street located on the municipal boundary of Greenwood and Shorewood as depicted in the attached Exhibit A (the “Project”).
- B. Greenwood is willing to construct the Project if Shorewood agrees to share in the costs, and the Parties acknowledge that absent this Agreement and Shorewood’s financial contributions toward the Project, that Greenwood would choose not to undertake to construct the full scope of the Project, particularly those elements that directly benefit Shorewood.
- C. Greenwood has obtained Project bids and has estimated a post-bid total Project cost of \$75,165.67 based on bid quantities, which is contained on the attached Exhibit B (the “Post-Bid Estimate”) along with an estimated \$18,000 in engineering fees. The Post-Bid Estimate includes those elements that are within Shorewood’s municipal boundary.
- D. The Parties wish to specify their respective responsibilities for Project costs as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

- 1. Cost-Sharing Obligation; Project Construction. Upon execution of this Agreement, Shorewood hereby agrees to pay Greenwood \$75,165.67, plus an estimated \$18,000 in engineering fees which is identified thereon as the percentage attributable to the Project elements that directly benefit Shorewood. Upon such payment, Greenwood will endeavor to complete the Project, including the aforementioned elements, in accordance with the approved Project plans on file with Greenwood and subject to any modifications it deems necessary and in its sole discretion.
- 2. Project Completion; Final Cost Determination. The Project shall be completed by Greenwood on or before October 1, 2021, subject to unavoidable delays that are otherwise beyond Greenwood’s control. Within 30 days of Project completion and final payment by Greenwood to its contractor and an accounting of all Project costs, which include

engineering, administration, and observation, Greenwood shall request a reimbursement for payment to Shorewood.

3. Access to Shorewood Property; Communications. Shorewood hereby authorizes Greenwood, its agents, contractors, and employees to access Shorewood's property and any area contained thereon as it deems reasonably necessary in order to construct the Project. At Shorewood's request, the Greenwood shall communicate Project plans and timelines with Shorewood and keep Shorewood informed as to the same.
4. Termination. This Agreement shall terminate upon Project completion and, if required pursuant to Section 2.
5. Governing Law and Amendments. This Agreement shall be governed by the laws of the State of Minnesota and may only be modified or amended with the written consent of both Parties.
6. Binding Agreement. This Agreement constitutes the entire agreement between the Parties regarding this matter and is binding on the Parties until it expires or is terminated as provided herein.
7. Indemnification. Greenwood and Shorewood agree to indemnify and hold the other, its successors, and assigns, harmless from all claims, demands, damages, assessments, costs and expenses, including attorneys' fees, arising out of or relating to the Project.
8. Not Construed Against Drafter. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.
9. Incorporation. The recitals contained herein and the exhibits attached hereto are incorporated in and made part of this Agreement.
10. Representations. Each Party executing this Agreement represents to the other that those signing below on its behalf are authorized to enter into this Agreement and to bind its organization to its terms and conditions.
11. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties to this Cost-Sharing Agreement have caused these presents to be executed as of the day and year aforesaid.

CITY OF GREENWOOD

By: _____
Debra Kind, Mayor

By: _____
Nalisha Williams, City Clerk

CITY OF SHOREWOOD

By: _____
Jennifer Labadie, Mayor

By: _____
Sandie Thone, City Clerk

EXHIBIT A

EXHIBIT B

**COST
APPORTIONMENT**
2021 STREET IMPROVEMENTS
CITY OF GREENWOOD, MN

EXHIBIT A

ITEM NO.	ITEM	APPROX. NOTES	QUANT.	UNIT	BID		CITY OF GREENWOOD		CITY OF SHOREWOOD	
					UNIT PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
BASE BID										
1	MOBILIZATION		1	LUMP SUM	\$7,500.00	\$7,500.00	0.50	\$3,750.00	0.50	\$3,750.00
2	TRAFFIC CONTROL		1	LUMP SUM	\$6,900.00	\$6,900.00	0.50	\$3,450.00	0.50	\$3,450.00
3	REMOVE STORM STRUCTURE (ANY SIZE)		1	EACH	\$700.00	\$700.00	0.50	\$350.00	0.50	\$350.00
4	FULL DEPTH RECLAMATION (8" DEPTH)		4500	SQ YD	\$1.30	\$5,850.00	2,250.00	\$2,925.00	2,250.00	\$2,925.00
5	SAWCUT BITUMINOUS (ANY THICKNESS)		385	LIN FT	\$0.01	\$3.85	193.00	\$1.93	192.00	\$1.92
6	COMMON EXCAVATION (CV)		100	CU YD	\$3.60	\$360.00	50.00	\$180.00	50.00	\$180.00
7	REMOVE EXCESS RECLAIM MATERIAL (LV)		650	CU YD	\$18.00	\$11,700.00	325.00	\$5,850.00	325.00	\$5,850.00
8	RESUSE EXCESS RECLAIM FOR TRAIL (CV)(P)		80	CU YD	\$13.50	\$1,080.00	80.00	\$1,080.00		
9	REMOVE BITUMINOUS TRAIL (ANY THICKNESS)		300	SQ YD	\$4.00	\$1,200.00	300.00	\$1,200.00		
10	TYPE SP 12.5 NON-WEARING COURSE MIX (3,B)		530	TON	\$74.00	\$39,220.00	265.00	\$19,610.00	265.00	\$19,610.00
11	TYPE SP 9.5 WEARING COURSE MIX (3,B)		530	TON	\$74.70	\$39,591.00	265.00	\$19,795.50	265.00	\$19,795.50
12	TYPE SP 9.5 WEARING COURSE MIX (2,B) (TRAIL)		100	TON	\$93.00	\$9,300.00	100.00	\$9,300.00		
13	BITUMINOUS CURB		765	LIN FT	\$7.00	\$5,355.00	382.50	\$2,677.50	382.50	\$2,677.50
14	ADJUST MANHOLE		4	EACH	\$1,275.00	\$5,100.00	2.00	\$2,550.00	2.00	\$2,550.00
15	12" RC PIPE SEWER (CL V)		30	LIN FT	\$120.00	\$3,600.00	15.00	\$1,800.00	15.00	\$1,800.00
16	CONSTRUCT DRAINAGE STRUCTURE (DES 2'X3')		3	EACH	\$2,350.00	\$7,050.00	1.50	\$3,525.00	1.50	\$3,525.00
17	CONSTRUCT 48" DRAINAGE STRUCTURE		1	EACH	\$3,220.00	\$3,220.00	0.50	\$1,610.00	0.50	\$1,610.00
18	CONNECT TO EXISTING STORM SEWER		2	EACH	\$570.00	\$1,140.00	1.00	\$570.00	1.00	\$570.00
19	CHIMNEY SEAL		4	EACH	\$215.00	\$860.00	2.00	\$430.00	2.00	\$430.00
20	STORM DRAIN INLET PROTECTION		5	LIN FT	\$130.00	\$650.00	2.50	\$325.00	2.50	\$325.00
21	BIOLOG		200	LIN FT	\$3.55	\$710.00	100.00	\$355.00	100.00	\$355.00
22	TOPSOIL BORROW (LV)		60	CU YD	\$72.20	\$4,332.00	30.00	\$2,166.00	30.00	\$2,166.00
23	HYDROMULCH (WITH 25-151 SEED MIX)		600	SQ YD	\$2.45	\$1,470.00	300.00	\$735.00	300.00	\$735.00
24	SOD, TYPE LAWN		90	SQ YD	\$27.25	\$2,452.50	45.00	\$1,226.25	45.00	\$1,226.25
25	4-INCH DOUBLE YELLOW		1170	LIN FT	\$0.62	\$725.40	585.00	\$362.70	585.00	\$362.70
26	4-INCH WHITE		2630	LIN FT	\$0.32	\$841.60	1,315.00	\$420.80	1,315.00	\$420.80
27	LANDSCAPE ALLOWANCE		1	ALLOWANCE	\$1,000.00	\$1,000.00	0.50	\$500.00	0.50	\$500.00
					\$161,911.35		\$86,745.68		\$75,165.67	

EXHIBIT B

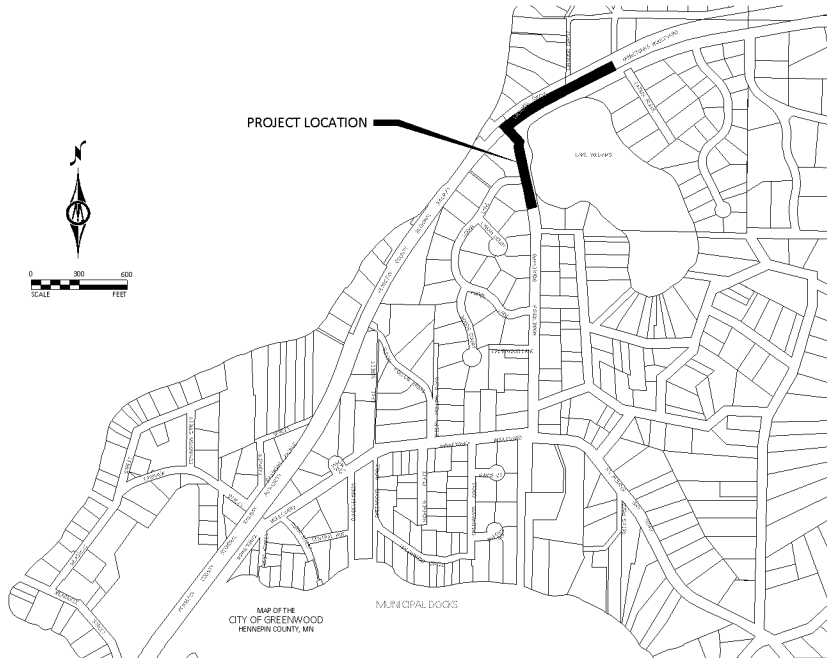
CITY OF GREENWOOD

CONSTRUCTION PLANS FOR

2021 STREET IMPROVEMENTS

STREET & STORM SEWER CONSTRUCTION OF
MINNETONKA BOULEVARD

JULY, 2021



SHEET NUMBER	SHEET TITLE
GENERAL	
1-2	TITLE SHEET, LEGEND
CIVIL	
3-4	EXISTING CONDITIONS & REMOVALS PLAN
5-6	CONSTRUCTION DETAILS
7	STORM SEWER PLAN & PROFILE
8-10	STREET PLAN & PROFILE
11	TRAFFIC CONTROL PLAN
12-15	CROSS SECTIONS
THIS PLAN SET CONTAINS 15 SHEETS.	

MAP LEGEND

PROJECT LIMITS

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY Gopher State One Call, 1-800-252-1166 OR (612) 454-0002.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CLANCE 98-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

THESE CONSTRUCTION PLANS REPRESENT AN ESTIMATE OF THE PROPOSED WORK. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY Gopher State One Call, 1-800-252-1166 OR (612) 454-0002.

JEFFREY J. VEYANDT
41282
7/28/2021



2639 SHADOW LANE, SUITE 200
CHASSA, MINNESOTA 55309
Phone: (952) 448-8838
Email: Chassa@bolton-menk.com
www.bolton-menk.com

DATE	BY	REVISION
DATE	BY	REVISION
DATE	BY	REVISION
DATE	BY	REVISION

CITY OF GREENWOOD, MINNESOTA
2021 STREET IMPROVEMENTS
TITLE SHEET

SHEET
1
OF
15



City of Shorewood Council Meeting Item

Title/Subject: Approve Cost Share Agreement with the City of Chanhassen - 2021
Mill & Overlay, City Project 20-08;
Meeting Date: Monday, August 23, 2021
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Agreement, Resolution

Background: Council awarded the 2021 Mill & Overlay Project to GMH Asphalt this spring. The project included several streets throughout the city including West 62nd Street, which shares a municipal boundary with the City of Chanhassen. In early discussions with Chanhassen staff, they indicated that they would participate in a cooperative cost share agreement for half of the construction related costs to mill & overlay West 62nd Street from its western dead end to the intersection with Strawberry Lane.

Financial Considerations: Costs for this work have been budgeted for in the Capital Improvement Plan and would utilize a combination of Street Bonds, Water Fund, Sanitary Fund, and Storm Sewer Fund. The city has budgeted \$2,160,000 for the mill & overlay project and the low bid award amount was awarded for \$1,776,384. Chanhassen's reimbursement to Shorewood is for \$43,041.25, or 2.5% of the overall project costs. The amount includes 15% for anticipated engineering, administration, and inspection.

Recommendation/Action Requested: Staff recommends the City Council approve the cost share agreement with Chanhassen for the 2021 Mill & Overlay.

COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT (the "Agreement") is entered into this ____ day of _____, 2021 by and between the City of Shorewood, a municipal corporation under the laws of Minnesota ("Shorewood"), and City of Chanhassen., a municipal corporation under the laws of Minnesota ("Chanhassen"). That Shorewood and the Chanhassen may hereinafter be referred to individually as a "Party" or, together, the "Parties."

RECITALS

- A. Shorewood intends to undertake mill & overlay improvements to West 62nd Street, a local city street located on the municipal boundary of Shorewood and Chanhassen as depicted in the attached Exhibit A (the "Project").
- B. Shorewood is willing to construct the Project if Chanhassen agrees to share in the costs, and the Parties acknowledge that absent this Agreement and Chanhassen's financial contributions toward the Project, that Shorewood would choose not to undertake to construct the full scope of the Project, particularly those elements that directly benefit Chanhassen.
- C. Shorewood has obtained Project bids and has estimated a post-bid total Project cost of \$43,041.25 based on bid quantities, which is contained on the attached Exhibit B (the "Post-Bid Estimate"). The Post-Bid Estimate includes those elements that are within Chanhassen's municipal boundary, which amount to 2.5% of the total Project.
- D. The Parties wish to specify their respective responsibilities for Project costs as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree as follows:

- 1. Cost-Sharing Obligation; Project Construction. Upon execution of this Agreement, Chanhassen hereby agrees to pay Shorewood \$43,041.25, which amounts to 2.5% of the Post-Bid Estimate and is identified thereon as the percentage attributable to the Project elements that directly benefit Chanhassen. Upon such payment, Shorewood will endeavor to complete the Project, including the aforementioned elements, in accordance with the approved Project plans on file with Shorewood and subject to any modifications it deems necessary and in its sole discretion.
- 2. Project Completion; Final Cost Determination. The Project shall be completed by Shorewood on or before October 1, 2021, subject to unavoidable delays that are otherwise beyond Shorewood's control. Within 30 days of Project completion and final payment by Shorewood to its contractor and an accounting of all Project costs, which include

engineering, administration, and observation, Shorewood shall request a reimbursement for payment to Chanhassen.

3. Access to Chanhassen Property; Communications. Chanhassen hereby authorizes Shorewood, its agents, contractors, and employees to access Chanhassen's property and any area contained thereon as it deems reasonably necessary in order to construct the Project. At Chanhassen's request, the Shorewood shall communicate Project plans and timelines with Chanhassen and keep Chanhassen informed as to the same.
4. Termination. This Agreement shall terminate upon Project completion and, if required pursuant to Section 2.
5. Governing Law and Amendments. This Agreement shall be governed by the laws of the State of Minnesota and may only be modified or amended with the written consent of both Parties.
6. Binding Agreement. This Agreement constitutes the entire agreement between the Parties regarding this matter and is binding on the Parties until it expires or is terminated as provided herein.
7. Indemnification. Shorewood and Chanhassen agree to indemnify and hold the other, its successors, and assigns, harmless from all claims, demands, damages, assessments, costs and expenses, including attorneys' fees, arising out of or relating to the Project.
8. Not Construed Against Drafter. The language of this Agreement shall not be interpreted in favor of or against any Party as the drafter of this Agreement.
9. Incorporation. The recitals contained herein and the exhibits attached hereto are incorporated in and made part of this Agreement.
10. Representations. Each Party executing this Agreement represents to the other that those signing below on its behalf are authorized to enter into this Agreement and to bind its organization to its terms and conditions.
11. Counterparts. For the convenience of the parties, any number of counterparts hereof may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the parties to this Cost-Sharing Agreement have caused these presents to be executed as of the day and year aforesaid.

CITY OF CHANHASSEN

By: _____
Elise Ryan, Mayor

By: _____
Laurie Hokkanen, City Manager

CITY OF SHOREWOOD

By: _____
Jennifer Labadie, Mayor

By: _____
Greg Lerud, City Administrator

EXHIBIT A



ENGINEER'S ESTIMATE

2021 MILL & OVERLAY
 WEST 62ND STREET-CHANHASSEN SHARE (1/2 OF ROADWAY)
 CITY OF SHOREWOOD, MINNESOTA
 CITY PROJECT NO: 20-08
 BMI PROJECT NO. C16.122591



Real People. Real Solutions.

Date: 6/1/2021

Item No.	Item	Notes	Estimated Quantity	Unit	Unit Price	Total Amount
BASE BID						
1	MOBILIZATION		0.025	LUMP SUM	\$120,000.00	\$3,000.00
2	TRAFFIC CONTROL		0.025	LUMP SUM	\$56,400.00	\$1,410.00
11	REMOVE CASTING ASSEMBLY		1	EACH	\$288.00	\$288.00
16	MILL BITUMINOUS PAVEMENT		2850	SQ YD	\$1.20	\$3,420.00
17	EDGE MILL BITUMINOUS PAVEMENT		1100	SQ YD	\$0.30	\$330.00
18	CRACK REPAIR		250	LIN FT	\$5.65	\$1,412.50
52	AGGREGATE BASE, CLASS 5 (100% CRUSHED)		100.0	TON	\$0.01	\$1.00
54	TYPE SP 9.5 WEAR COURSE MIX (2,B)		285	TON	\$67.45	\$19,223.25
56	TYPE SP 12.5 NON-WEAR COURSE MIX (2,B)		20	TON	\$0.01	\$0.20
57	FULL DEPTH BITUMINOUS PATCH		105	SQ YD	\$34.45	\$3,617.25
69	ADJUST FRAME & RING CASTING		4	EACH	\$794.00	\$3,176.00
70	MAHOLE RISER RING		2	EACH	\$225.00	\$450.00
73	EXTERNAL CHIMNEY SEAL		4	EACH	\$174.00	\$696.00
74	FURNISH AND INSTALL CASTING ASSEMBLY - SANITARY		1	EACH	\$403.00	\$403.00

ESTIMATED CONSTRUCTION COSTS: \$37,427.20
 PROJECT DEVELOPMENT COSTS: ENGINEERING, ADMIN, INSPECTION (15%) \$5,614.08
W 62ND STREET TOTAL-CHANHASSEN SHARE PROJECT COSTS: \$43,041.28

EXHIBIT B

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

RESOLUTION 21-090

**A RESOLUTION APPROVING COOPERATIVE CONSTRUCTION AGREEMENT
WITH CHANHASSEN FOR THE 2021 MILL & OVERLAY PROJECT, 20-08**

WHEREAS, the City of Shorewood awarded the 2021 Mill & Over Project to GMH Asphalt in the amount of \$1,776,383.63, and

WHEREAS, West 62nd Street is included in the project and shares a municipal boundary with the City of Chanhassen; and

WHEREAS, the City of Chanhassen cost share of West 62nd Street is \$43,041.25 and includes costs for construction, design and administration;

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approves and enters into a cooperative construction agreement, attached hereto as Exhibit A, with the City of Chanhassen for the 2021 Mill & Overlay Project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23rd day of August, 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk

EXHIBIT A – CONSTRUCTION AGREEMENT



City of Shorewood Council Meeting Item

Title/Subject: Authorize Expenditure of Funds for Public Works Equipment, Ballfield Groomer
Meeting Date: Monday, August 23, 2021
Prepared by: Larry Brown, Director of Public Works
Attachments: CIP Excerpt, Quote, Resolution

Policy Consideration: None

Background / Previous Action: The 2021 Capital Improvement Equipment Replacement schedule has funds dedicated for the replacement of one ballfield groomer (aka Sandpro Unit). Attachment 1 is an excerpt from the 2021 Capital Improvement Program (CIP).

The City of Shorewood is a member of the State of Minnesota Cooperative Purchasing Venture (CPV) program that allows cities to take advantage of contracts let through the State of Minnesota. This permits cities to take advantage the competitive public bidding process that has already been performed by the State. In addition, the State receives a lower bid price, due to economies of scale.

Financial Considerations: Attachment 2 is the proposal provided by MTI Distributing, Inc. under the State contract, for the groomer for an amount of \$12,610.59. This price is with consideration of our well used 1997 Sandpro. The proposed amount is under what has been budgeted in the CIP - Equipment Replacement Fund.

Recommendation: Staff is recommending approval of the resolution that authorizes the expenditure of funds for one ballfield groomer from MTI Distributing, Inc., as outlined herein.

Source	#	Priority	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	Total
403 - Equipment Replacement Fund													
Dump Truck - Freightliner	004	n/a										233,500	233,500
Truck - Ford 550 w/crane, tool box	007	n/a									152,700		152,700
Pickup - 4 x 4 Ford F250	010	n/a										46,700	46,700
Pickup - 4 x 4 Ford F150	011	n/a									41,400		41,400
Mower - Toro Groundsmaster 7210	012a	n/a				30,000							30,000
Trailer 24' - Felling Galvanized	022	n/a		18,800									18,800
Sand Pro 3000	064	n/a	15,200										15,200
Pickup - 4 x 4 Ford F250	078	n/a	35,400										35,400
Pickup - 4 x 4 Ford F150	080	n/a	32,300										32,300
Pickup - 4 x 4 Ford F350	081	n/a										49,400	49,400
Mower - Toro Groundsmaster 7210	084	n/a			29,000							36,000	65,000
Pickup - 4 x 4 Ford F350	090	n/a										49,400	49,400
Truck - Ford 550 One Ton Dump Truck	091	n/a				94,300							94,300
Mower - Toro Groundsmaster 7210	091a	n/a			29,000			31,900					60,900
Dump Truck - Freightliner	092	n/a					200,200						200,200
Skid Steer - Case SV185	097	n/a	42,000								53,700		95,700
Dump Truck - Freightliner	098	n/a							212,900				212,900
Sweeper	099	n/a								235,900			235,900
Attach Skid Steer - Blower	A03	n/a						10,000					10,000
Attach Skid Steer - V Plow	A04	n/a			6,700								6,700
Attach Skid Steer - snow bucket	A06	n/a							6,800				6,800
Attach MultiOne - Dirt Bucket	A10	n/a							11,000				11,000
Engine Analysis station & software	A13	n/a	4,900										4,900
Asphalt hot box insert for truck	A14	n/a	9,000										9,000
Attach skid steer broom	A15	n/a		7,300									7,300
Attach skid steer leveling bar	A16	n/a	3,100										3,100
Color Copier Replacement	T-13-02	n/a		10,000									10,000
800 Mhz Radio Replacement	T-19-01	n/a							36,000				36,000
Computer Upgrades	T-99-99	n/a	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	100,000
403 - Equipment Replacement Fund Total			151,900	46,100	74,700	134,300	210,200	51,900	276,700	245,900	257,800	425,000	1,874,500
404 - Street Reconstruction Fund													
Maintenance-Bituminous Roadway	LR-99-100	n/a	2,060,000	472,101	0	512,107	0	555,234	0	601,716	0	649,853	4,851,011
Strawberry Ln ROW acquisition	ST-19-02	n/a	150,000										150,000

Tuesday, December 1, 2020

ATTACHMENT 1



Brett Baumann
City of Shorewood

Expiration Date: 8/24/2021

MINNESOTA STATE CONTRACT PRICING - CONTRACT #188861

Qty	Model Number	Description	Unit Price	Extended Price
1	08706	Sand Pro 2040Z	\$10,363.85	\$10,363.85
1	08717	Nail Drag	\$1,610.92	\$1,610.92
1	08718	Finish Drag Mat Kit	\$484.84	\$484.84
1	125-6469	Seat Suspension Kit	\$248.84	\$248.84
1	08725	400 Hour Maintenance Kit	\$320.82	\$320.82
1	110-5719	Arm Rest Kit	\$81.33	\$81.33
TRADE:				
1	XM-UE	Toro Sand Pro w/Finish Grader		(\$500.00)
TOTALS				
Equipment Total				\$13,110.59
Trade				(\$500.00)
7.525% Sales/Use Tax				Exempt
Total				\$12,610.59

Quote is valid for 15 days

Net 30 Terms with qualified credit

New Toro commercial equipment comes with a two-year manufacturer warranty

Equipment delivery at no additional charge

All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Larry Gorman
Outside Sales Representative
612-877-0830

Karen Wangenstein
Inside Sales Representative
 763-592-5643

MTI Distributing, Inc. • 4830 Azelia Avenue N. #100 • Brooklyn Center, MN 55429

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

RESOLUTION 21-091

**A RESOLUTION AUTHORIZING EXPENDITURE OF FUNDS
FOR PUBLIC WORKS EQUIPMENT, ONE BALLFIELD GROOMER**

WHEREAS, the 2021- 2030 Capital Improvement Program has budgeted for replacement of a 1997 Sandpro/ballfield groomer; and

WHEREAS, staff has solicited a State Contract Proposal from MTI Distributing, Inc., for one Sandpro 2040Z; and

WHEREAS, the proposed unit is under what has been budgeted within the CIP;

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorizes the expenditure of funds in the amount of \$12,610.59 for purchase of one Sandpro 2040Z from MTI Distributing Inc., including trading in the existing unit.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23rd day of August, 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: **Donation of trees for Manor Park by Tom and Kim Beauchamp**

Meeting Date: August 23, 2021

Prepared by: Julie Moore, Communications & Recycling Coordinator

Attachment: Resolution

21

MEETING
TYPE
Regular
Meeting

Policy Consideration: Pursuant to Minnesota State Statutes sections §465.03 and §471.17 all donations or gifts of real and personal property, including donations for the benefit of public recreational services, must be accepted by the city council.

Background: Staff had received a donation of trees through the Shorewood tree sale to be planted by our public works department in Manor Park.

<u>Name of Donor</u>	<u>Amount</u>
Tom and Kim Beauchamp	\$770

Financial Considerations: The donation will cover the cost of the trees.

Action Requested: Staff recommends the city council accept the donation.

Accepting a donation requires a simple majority of Council members.

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

RESOLUTION 21-092

A RESOLUTION ACCEPTING DONATIONS TO THE CITY OF SHOREWOOD FOR TREES AT MANOR PARK

WHEREAS, the City of Shorewood is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and is authorized to accept gifts for the benefit of their public recreational services pursuant to Minnesota Statutes section 471.17; and

WHEREAS, the following persons and entities have offered to contribute the cash amounts set forth below to the city:

<u>Name of Donor</u>	<u>Amount</u>
Kim and Tom Beauchamp	\$770

WHEREAS, the terms or conditions of the donations are to be used for trees for Manor Park; and

WHEREAS, all such donations have been contributed to the city for the benefit of its citizens, as allowed by law; and

WHEREAS, the City Council finds that it is appropriate to accept the donations offered.

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

1. The donations described above are accepted and shall be used to establish and/or operate services either alone or in cooperation with others, as allowed by law.
2. The city clerk is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donor's donation.

Passed by the City Council of Shorewood, Minnesota this 23th day of August 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

#7B

MEETING TYPE
Regular Meeting

Title / Subject: **Variance to rear yard setback**

Location: 28115 Boulder Bridge Drive
Applicant: Revision, LLC

Meeting Date: August 23, 2021
Prepared by: Marie Darling, Planning Director

Review Deadline: October 23, 2021

Attachments: Correspondence Received.
 Planning Memorandum from the August 3, 2021 Meeting
 Resolution

Background: See attached planning memorandum for detailed background on this request. At the August 23, 2021 meeting, the Planning Commission voted unanimously to recommend approval of the variance application to construct an addition to an existing non-conforming home 36.8 feet from the rear property line, where 50 feet is required. The applicant was present at the meeting and spoke in favor of the application. Staff also received one letter regarding the request prior to the meeting and one letter after the meeting (both attached).

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

Recommendation / Action Requested: Staff and the Planning Commission recommend approval of the variance request.

Proposed motion: Move to adopt the attached resolution approving a variance for property located at 28115 Boulder Bridge Drive based on the findings and conditions in the attached resolution.

Any action on this request would require a simple majority.

Next Steps and Timelines: If the item is approved, the applicant could submit a building permit application.

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

Marie Darling

From: Daniel Lindsey <danlindsey3@gmail.com>
Sent: Tuesday, August 3, 2021 3:23 PM
To: Planning
Subject: Variance for 28115 Boulder Bridge Drive

We support the variance requested by Todd and April Bailey for an addition to their property located at 28115 Boulder Bridge Drive.

We urge your approval of their request.

Thank you.

Daniel and Barbara Lindsey
28040 Boulder Bridge Dr.
30 year residents at this address

Marie Darling

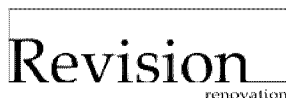
From: Daly, John <John@revisionmn.com>
Sent: Tuesday, August 3, 2021 10:58 PM
To: Marie Darling
Subject: Fw: Bailey_variance set_2021.5.3 (2).pdf
Attachments: ATT00001.htm; Bailey_variance set_2021.5.3 (2).pdf

Marie

Below is the note from the association for Boulder Bridge Project.

Regards,

John Daly



153 Lake Street East Wayzata, MN 55391
o: 612.462.4000 | m: 952.540.7150

stonewood.com | revisionmn.com
Lic. #BC639027

From: Todd Bailey <tbailey@premierbiotech.com>
Sent: Tuesday, August 3, 2021 10:00 AM
To: Daly, John <John@revisionmn.com>; April S Bailey <aprilbailey@gmail.com>
Subject: Fwd: Bailey_variance set_2021.5.3 (2).pdf

For tonight...

Thanks

Todd Bailey
Premier Biotech, Inc
612-817-5397
PremierBiotech.com

Begin forwarded message:

From: Tracy Johnson <twesseljohnson@gmail.com>
Date: August 2, 2021 at 5:30:54 PM EDT
To: Todd Bailey <tbailey@premierbiotech.com>
Cc: Ross Simpson <ross_simpson@hotmail.com>
Subject: Fwd: Bailey_variance set_2021.5.3 (2).pdf

Todd and April,

The Boulder Bridge Farm Architectural Review Committee has reviewed your proposed plans, including your request for a variance. We approve the plans (as attached), with the exception of your request to add a roof and enclosure for a golf cart (we need additional detail and review of that proposal).

Thanks,

Tracy Johnson
BBF ARC Chair

Begin forwarded message:

From: Todd Bailey <tbailey@premierbiotech.com>
Date: July 14, 2021 at 3:04:11 PM CDT
To: Tracy Johnson <twesseljohnson@gmail.com>
Subject: Bailey_variance set_2021.5.3 (2).pdf

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Thanks

Todd Bailey
Premier Biotech, Inc



CITY OF
SHOREWOOD

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

MEMORANDUM

TO: Planning Commission, Mayor and City Council

FROM: Marie Darling, Planning Director

MEETING DATE: August 3, 2021

REQUEST: Variance to rear yard setback

APPLICANT: Revision, LLC.

LOCATION: 28115 Boulder Bridge Dr.

REVIEW DEADLINE: October 23, 2021

LAND USE CLASSIFICATION: Minimum
Density Residential

ZONING: PUD

FILE NUMBER: 21.18



REQUEST:

The applicant requests a variance to the setback from the rear yard property line to construct an addition their existing non-conforming house. The addition would be located 36.8 feet from the rear property line where 50 feet is required.

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

BACKGROUND

Context: The adjacent properties to the south and west are owned by the HOA and contain shared recreational facilities. The properties to the north and east are developed with single-family homes. The property is partially within and partially outside the Shoreland District for Lake Minnetonka. No portion of the property is wetland or floodplain.

The existing home was constructed in 1983 and is about 30 feet from the rear lot line where 50 feet is required. The error was discovered after the home was close to completion. A variance was granted in October of 1983 for a detached pool house to be located at 30 feet from the rear property line.

The lot was created in 1981 as part of the Boulder Bridge subdivision and PUD.

Applicable Code Sections:

Section 1201.03 subd. 1(i) of the zoning regulations allows the expansion of non-conforming single-family residential units provided-

1. *That the expansion does not increase the nonconformity and complies with height and setback requirements of the district in which it is located;*

The proposed addition does not comply with the setback requirement and consequently a variance is required for this expansion.

**There are additional criteria in this section, but since the proposed development does not meet the first regulation, a variance is required.*

ANALYSIS

The applicant's narrative is attached and indicates that they propose to add a new addition on the west side of the existing home. The existing home is 29.6 feet from the rear property line at its closest point. The proposed addition would be constructed at 36.8 feet from the rear lot line and would house an indoor squash (sport) court.

Required Setbacks for the PUD:

The PUD was approved with the following setbacks for this lot:

Front: 30 feet

Side: 10 feet

Rear: 50 feet

Impervious surface Coverage:

The property is split by the boundary of the shoreland district. Based on where the line crosses, the property could have as much as 11,000 square feet of impervious surface. The applicant is proposing about 9900 square feet, which conforms.

Variance Criteria:

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

1. *Intent of comprehensive plan and zoning ordinance:* The property owner would continue to use the property for residential purposes. They propose no uses on the site that would be inconsistent with either the intent of the residential land use classification or the district's allowed uses.

2. *Practical difficulties*: Practical difficulties include three factors, all three of which must be met. Staff finds that the practical difficulties for the property are related to the non-conforming location of the existing home.
 - a. *Reasonable*: The applicant has proposed a reasonable residential use on the property.
 - b. *Unique Situation vs. Self-Created*: The situation is unique as the home was constructed too close to the rear lot line and the home is non-conforming structure to the PUD standards.
 - c. *Essential Character*: The proposed addition would not be out of character for the neighborhood. It would not encroach farther towards the property line than the house already does, so the character of the lot will remain unchanged.
3. *Economic Considerations*: The applicant has not proposed the variance solely based on economic considerations, but to enhance the livability of the home.
4. *Impact on Area*: The property owner is not proposing anything that would impair an adequate supply of light and air to an adjacent property, increase the risk of fire, or increase the impact on adjacent streets. The adjacent home to the north, at 28065 Boulder Bridge Drive would be about 90 feet away from the new addition.
5. *Impact to Public Welfare, Other Lands or Improvements*: Staff finds the proposed addition would not be detrimental to the public welfare as it would be a typical addition for an older home.
6. *Minimum to Alleviate Practical Difficulty*: Staff finds the variance request is the minimum necessary to alleviate the practical difficulties on the property.

FINDINGS/RECOMMENDATION

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

Should the Planning Commission recommend approval of the variance, staff recommends that the applicant be required to acquire all necessary permits prior to construction.

ATTACHMENTS

Location map

Applicants' narrative and plans

28115 Boulder Bridge Drive Location Map



21115 Boulder Bridge Drive, Shorewood, MN Variance Request

Request and Intent:

We are requesting a rear setback variance to build a home gym addition. The rear setback is 50 feet. The house received a variance in 1983 allowing the home a 29.6' rear setback. The proposed addition is setback 36.8' and as such is 7' inside of the previously approved variance for the rear setback.

Consideration of Request:

We appreciate the time and effort in reviewing this request. The approval of this variance will accommodate the need for an in-home exercise area.

- 1) The variance, and its resulting construction and use, is consistent the intent of the comprehensive plan and in harmony with the general purposes and intent of the zoning regulations.

A new need for a home gym developed over the last year. The only available place to put this gym is as an addition to the existing homes footprint. The best location for the addition conforms with the front and side yard setbacks and is consistent with the previous variance for the rear yard setback. This home, with the proposed addition, will function well within the intent of the zoning regulations.

- 2) The applicant has established that there are practical difficulties in complying with 1201.05 of the Zoning Regulations.

The difficulty is that the location of the home has already been established and a reasonable request is for a variance to conform to the previous variance for the rear yard setback.

- 3) The variance would not be based exclusively on economic considerations.

The home gym addition provides no economic incentive to the property, it simply solves the need of being able to exercise from home.

- 4) The variance shall not impair an adequate supply of light and air to adjacent property, unreasonably increase the congestion in the public street or increase the danger of fire or endanger public safety.

The proposed addition will not impact the neighbors at all, nor will it impact congestion or decrease public safety.

- 5) The variance, and its resulting construction or project, would not be detrimental to the public welfare, nor would it be injurious to other lands or improvements in the neighborhood,

The proposed addition will in no way be detrimental to the public and will not impact other lands or improvements.

- 6) The variance is the minimum variance necessary to address or alleviate the practical difficulties.

Conforming with a previous variance is the least impactful way to achieve the proposed home gym addition.

LEGAL DESCRIPTION:
Lot 1, Block 3, BOULDER BRIDGE, Hennepin County, Minnesota.

SCOPE OF WORK & LIMITATIONS:

- Showing the length and direction of boundary lines of the legal description listed above. The scope of our services does not include determining what you own, which is a legal matter. Please check the legal description with your records or consult with competent legal counsel, if necessary, to make sure that it is correct and that any matters of record, such as easements, that you wish to be included on the survey have been shown.
- Showing the location of observed existing improvements we deem necessary for the survey.
- Setting survey markers or verifying existing survey markers to establish the corners of the property.
- This survey has been completed without the benefit of a current title commitment. There may be existing easements or other encumbrances that would be revealed by a current title commitment. Therefore, this survey does not purport to show any easements or encumbrances other than the ones shown hereon.
- Note that all building dimensions and building tie dimensions to the property lines, are taken from the siding and or stucco of the building.
- Showing and tabulating impervious surface coverage of the lot for your review and for the review of such governmental agencies that may have jurisdiction over these requirements to verify they are correctly shown before proceeding with construction.
- Showing elevations on the site at selected locations to give some indication of the topography of the site. We have also provided a benchmark for your use in determining elevations for construction on this site. The elevations shown relate only to the benchmark provided on this survey. Use that benchmark and check at least one other feature shown on the survey when determining other elevations for use on this site or before beginning construction.
- While we show a proposed location for this home or addition, we are not as familiar with your proposed plans as you, your architect, or the builder are. Review our proposed location of the improvements and proposed yard grades carefully to verify that they match your plans before construction begins. Also, we are not as familiar with local codes and minimum requirements as the local building and zoning officials in this community are. Be sure to show this survey to said officials, or any other officials that may have jurisdiction over the proposed improvements and obtain their approvals before beginning construction or planning improvements to the property.

STANDARD SYMBOLS & CONVENTIONS:

"●" Denotes iron survey marker, set, unless otherwise noted.

GRADING & EROSION CONTROL NOTES:

BEFORE DEMOLITION AND GRADING BEGIN

- Install silt fence/bio roll around the perimeter of the construction area.
- Sediment control measures must remain in place until final stabilization has been established and then shall be removed. Sediment controls may be removed to accommodate short term construction activity but must be replaced before the next rain.
- Contractor shall install inlet protection on all existing storm sewer inlets in accordance with the city standard details. Inlet protection shall also be provided on all proposed storm sewer inlets immediately following construction of the inlet. Inlet protection must be installed in a manner that will not impound water for extended periods of time or in a manner that presents a hazard to vehicular or pedestrian traffic.

DURING CONSTRUCTION:

- When dirt stockpiles have been created, a double row of silt fence shall be placed to prevent escape of sediment laden runoff and if the piles or other disturbed areas are to remain in place for more than 14 days, they shall be seeded with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.
- A dumpster shall be placed on the site for prompt disposal of construction debris. These dumpsters shall be serviced regularly to prevent overflowing and blowing onto adjacent properties. Disposal of solid wastes from the site shall in accordance with Minnesota Pollution Control Agency requirements.
- A separate container shall be placed for disposal of hazardous waste. Hazardous wastes shall be disposed of in accordance with MPCA requirements.
- Concrete truck washout shall be in the plastic lined ditch and dispose of washings as solid waste.
- Sediment control devices shall be regularly inspected and after major rainfall events and shall be cleaned and repaired as necessary to provide downstream protection.
- Streets and other public ways shall be inspected daily and if litter or soils has been deposited it shall promptly be removed.

- If necessary, vehicles, that have mud on their wheels, shall be cleaned before exiting the site in the rock entrance areas.
- Moisture shall be applied to disturbed areas to control dust as needed.
- Portable toilet facilities shall be placed on site for use by workers and shall be properly maintained.
- If it becomes necessary to pump the excavation during construction, pump discharge shall be into the stockpile areas so that the double silt fence around these areas can filter the water before it leaves the site.
- Temporary erosion control shall be installed no later than 14 days after the site is first disturbed and shall consist of broadcast seeding with Minnesota Department of Transportation Seed Mixture 22-111 at 100 lb/acre followed by covering with spray mulch.
- Erosion control measures shown on the erosion control plan are the absolute minimum. The contractor shall install temporary earth dikes, sediment traps or basins and additional silt fencing as deemed necessary to control erosion.

SITE WORK COMPLETION:

- When final grading has been completed but before placement of seed or sod an "as built" survey shall be done per City of Shorewood requirements to insure that grading was properly done.
- When any remedial grading has been completed, sod or seeding shall be completed including any erosion control blankets for steep areas.
- When turf is established, silt fence and inlet protection and other erosion control devices shall be disposed of and adjacent streets, alleys and walks shall be cleaned as needed to deliver a site that is erosion resistant and clean.
- Contractor shall maintain positive drainage of a minimum 2% slope away from proposed building.

LEGEND

- = CATCH BASIN
- = FIRE HYDRANT
- = POWER POLE
- = MANHOLE
- = TELEPHONE PED.
- = ELEC. TRANSFORMER
- = WELL
- = GATE VALVE
- = LIGHT POLE
- = TREE
- = FENCE LINE
- = SANITARY SEWER LINE
- = WATER LINE
- = GAS LINE
- = STORM DRAIN LINE
- = OVERHEAD UTILITY LINE
- = EXISTING CONTOUR
- = PROPOSED CONTOUR
- = PROPOSED SPOT ELEVATION
- = DRAINAGE ARROW
- = CONCRETE SURFACE

NOT COUNTED IN HARDCOVER
Cantilevers 77 Sq. Ft.
Water in pool area 782 Sq. Ft.

NOT COUNTED IN HARDCOVER
Cantilevers 64 Sq. Ft.
Water in pool area 782 Sq. Ft.

EXISTING HARDCOVER
House 4,247 Sq. Ft.
Existing Decks 186 Sq. Ft.
Paver Drive 2,102 Sq. Ft.
Pavers Other 608 Sq. Ft.
Shed 254 Sq. Ft.
Concrete Surfaces 1,358 Sq. Ft.
Stone Areas 258 Sq. Ft.
Ret. Walls 247 Sq. Ft.

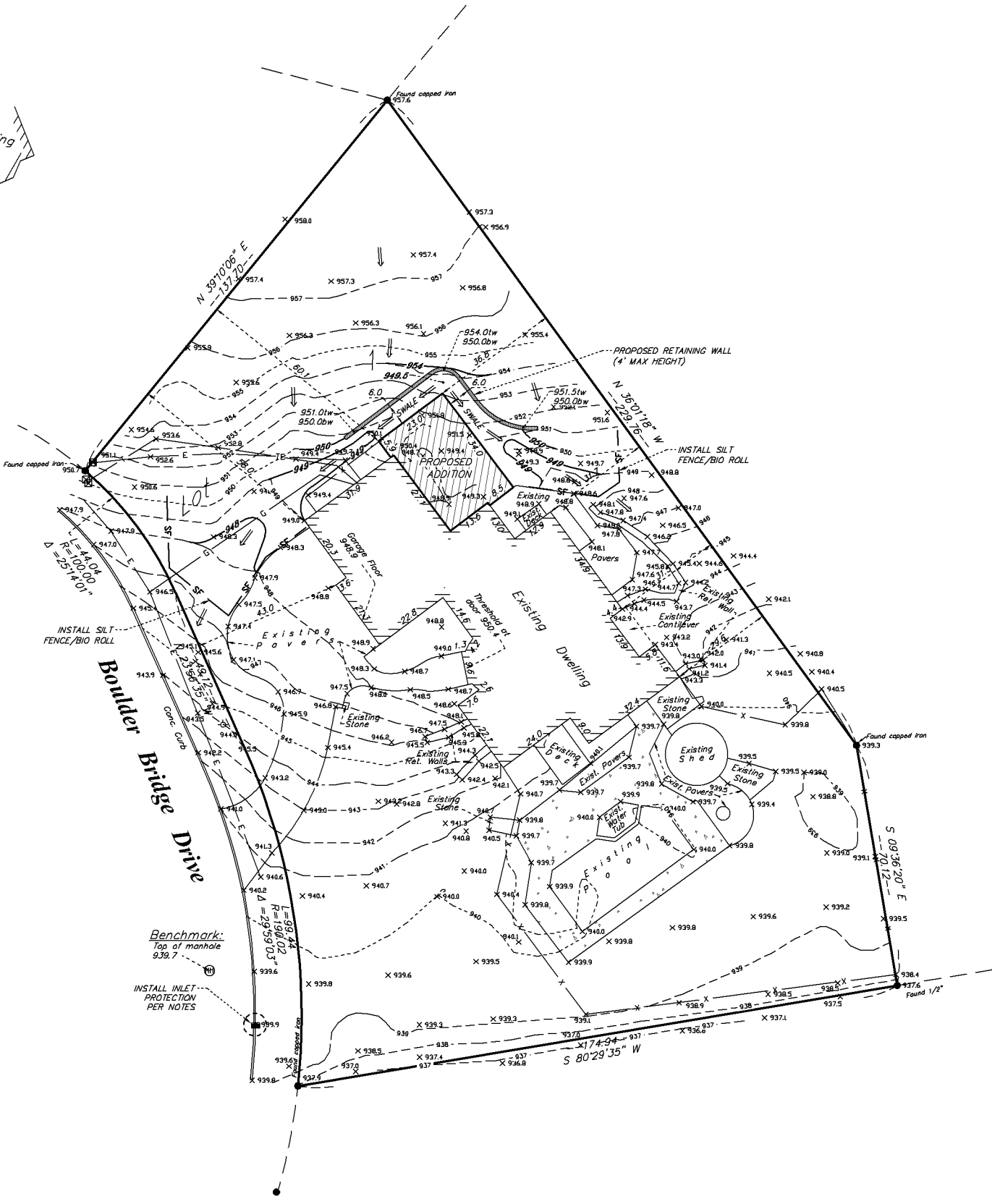
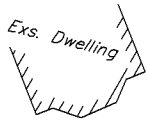
PROPOSED HARDCOVER
House 4,987 Sq. Ft.
Existing Decks 171 Sq. Ft.
Paver Drive 2,102 Sq. Ft.
Pavers Other 521 Sq. Ft.
Shed 254 Sq. Ft.
Concrete Surfaces 1,358 Sq. Ft.
Stone Areas 258 Sq. Ft.
Ret. Walls 250 Sq. Ft.

TOTAL EXISTING HARDCOVER 9,260 Sq. Ft.
AREA OF LOT 36,321 Sq. Ft.

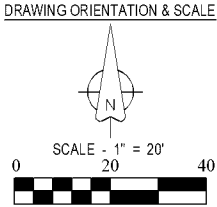
TOTAL PROPOSED HARDCOVER 9,901 Sq. Ft.
AREA OF LOT 36,321 Sq. Ft.

PERCENTAGE OF HARDCOVER TO LOT 25.5%

PERCENTAGE OF HARDCOVER TO LOT 27.2%



DATE	REVISION	DESCRIPTION



CLIENT NAME / JOB ADDRESS

REVISION RENOVATION

28115 BOULDER BRIDGE DRIVE

SHOREWOOD, MN

Advance
Surveying & Engineering, Co.

17917 Highway 7
Minnetonka, Minnesota 55345
Phone (952) 474-7964
Web: www.advsur.com

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

Joshua S. Rinke
Joshua S. Rinke
52716
LICENSE NO.
MAY 25, 2021
DATE

DATE SURVEYED: MAY 4, 2021

SURVEYED BY
ADVANCE SURVEYING, & ENG., CO.

DATE DRAFTED: MAY 25, 2021

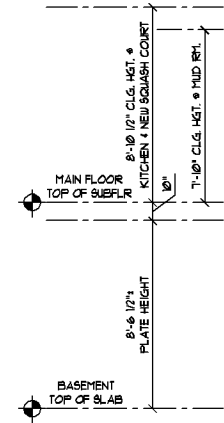
SHEET TITLE
PROPOSED SURVEY

DRAWING NUMBER
210825 JR

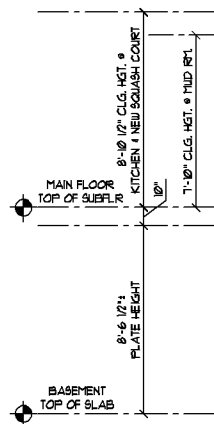
SHEET SIZE **22 X 34**

SHEET NO.
S1

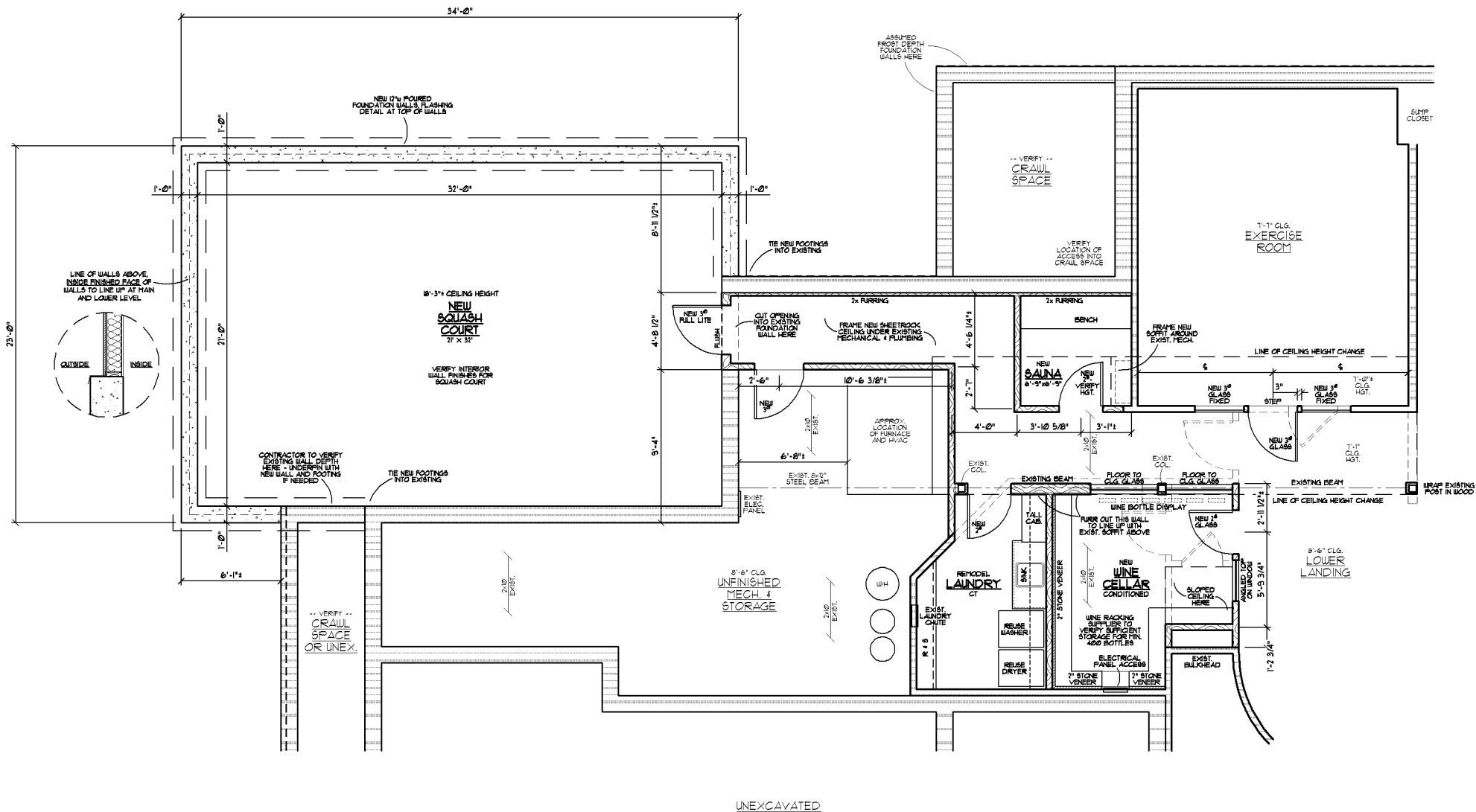
SHEET 1 OF 1



PROPOS
SCALE: 1/4" = 1'-0"



2 PROPOS
1 SCALE: 1/4"=1'-0"



1 PROPOSED LOWER LEVEL
2 SCALE: 1/4\"/>

LEGEND	
EXISTING WALL	
DEMO WALL	
PROPOSED NEW	

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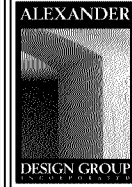
BAILEY RESIDENCE
28115 BOULDER BRIDGE DR
SHOREWOOD, MN

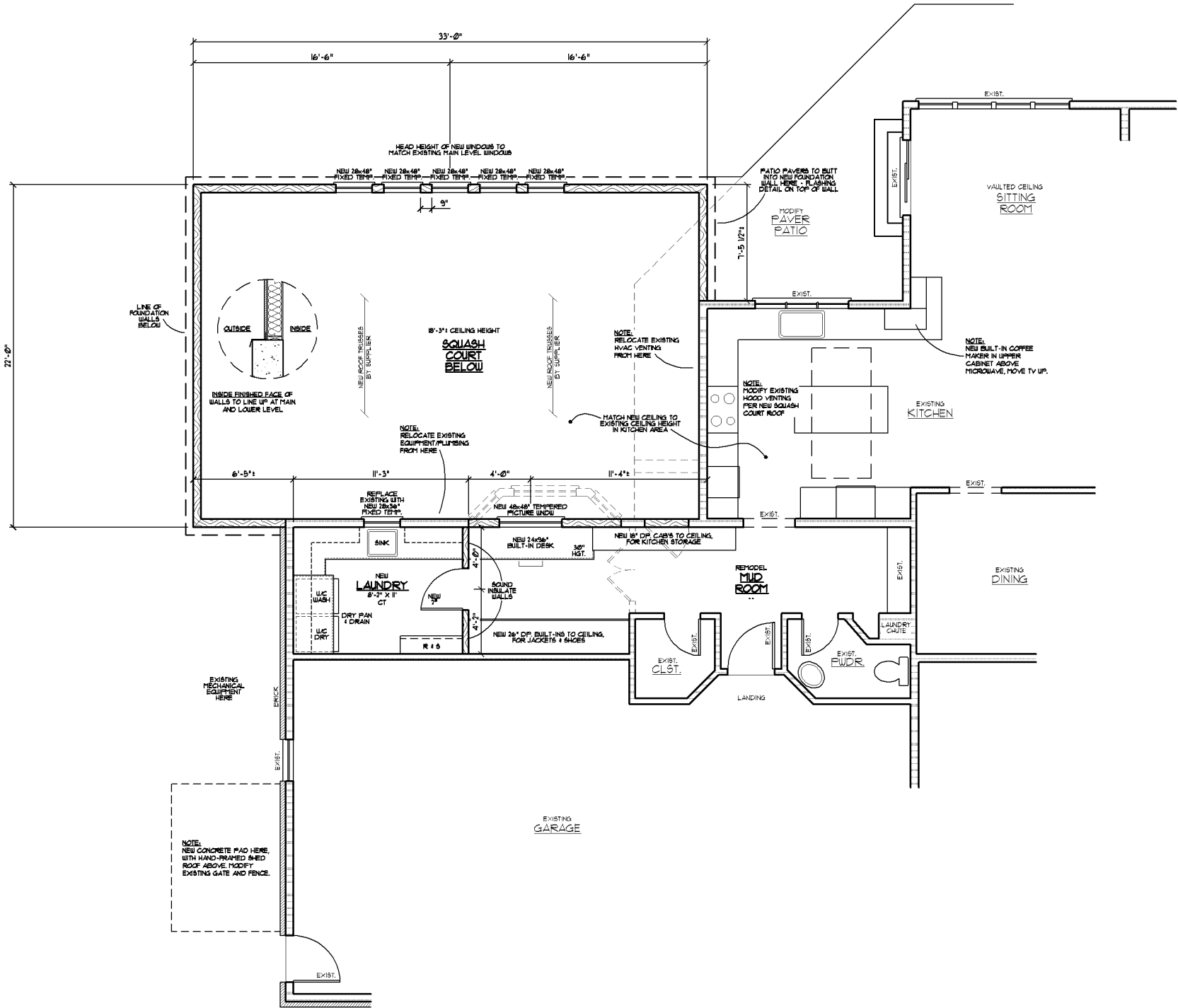
VARIANCE SUBMITTAL SET

DRAWING DESCRIPTION:
PROPOSED
LOWER LEVEL FLOOR PLAN

ISSUE DATE:
3 MAY 2021
PREVIOUS ISSUE DATES:

275 EAST LAKE STREET
WAYZATA, MN 55391
Phone: 952.473.8777





1 PROPOSED MAIN LEVEL
3 SCALE: 1/4"=1'-0"

LEGEND	
EXISTING WALL	—
DEM'D WALL	- - -
PROPOSED NEW	▨

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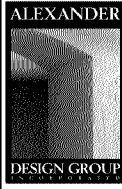
BAILEY RESIDENCE
28115 BOULDER BRIDGE DR
SHOREWOOD, MN

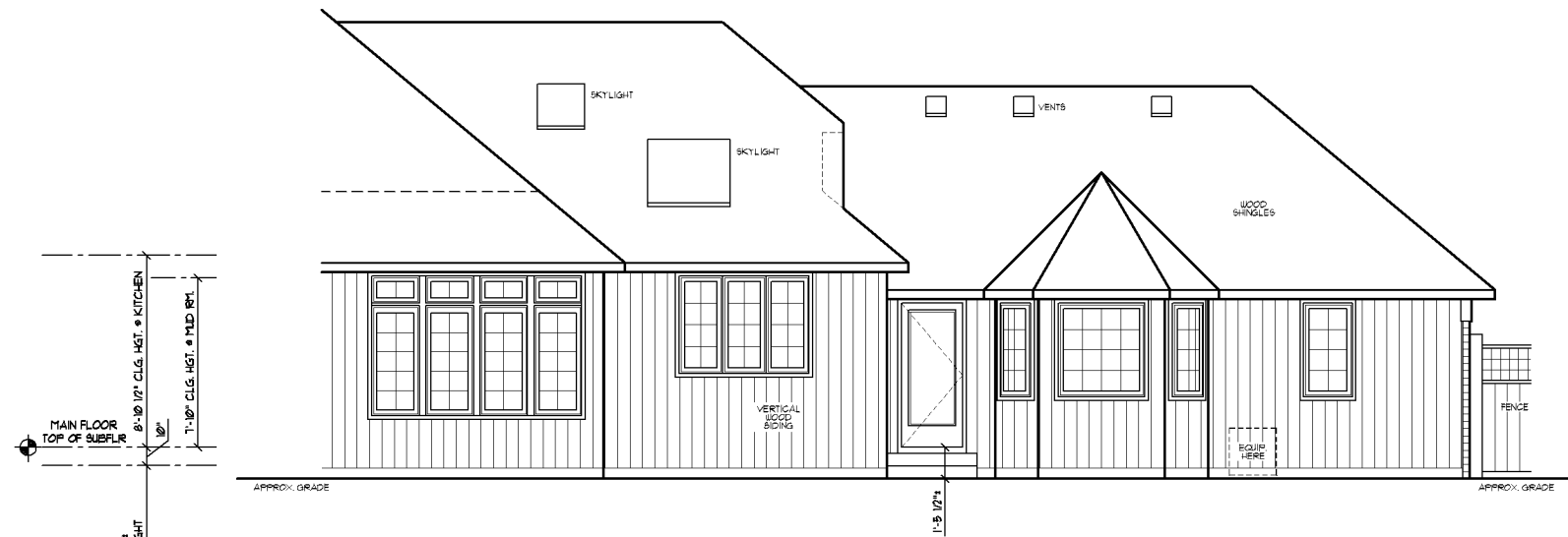
VARIANCE SUBMITTAL SET

DRAWING DESCRIPTION:
PROPOSED
MAIN LEVEL FLOOR PLAN

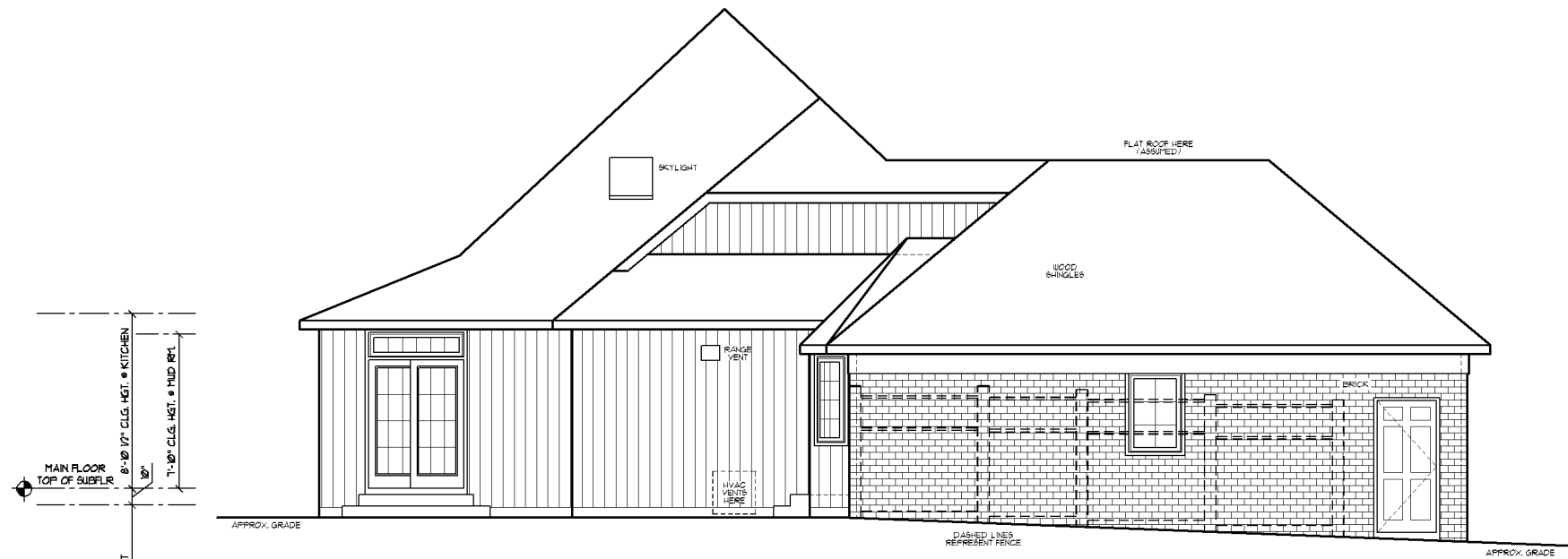
ISSUE DATE:
3 MAY 2021
PREVIOUS ISSUE DATE:

275 EAST LAKE STREET
WAYZATA, MN 55391
Phone: 952.473.8777



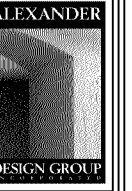


1
4 EXISTING REAR ELEVATION
SCALE: 1/4"=1'-0"



2
4 EXISTING LEFT ELEVATION
SCALE: 1/4"=1'-0"

AS
BUILT



275 EAST LAKE STREET
WAYZATA, MN 55391
Phone: 952.473.8777

ISSUE DATE:
3 MAY 2021
PREVIOUS ISSUE DATES:

DRAWING DESCRIPTION:
AS-BUILT
EXTERIOR ELEVATIONS

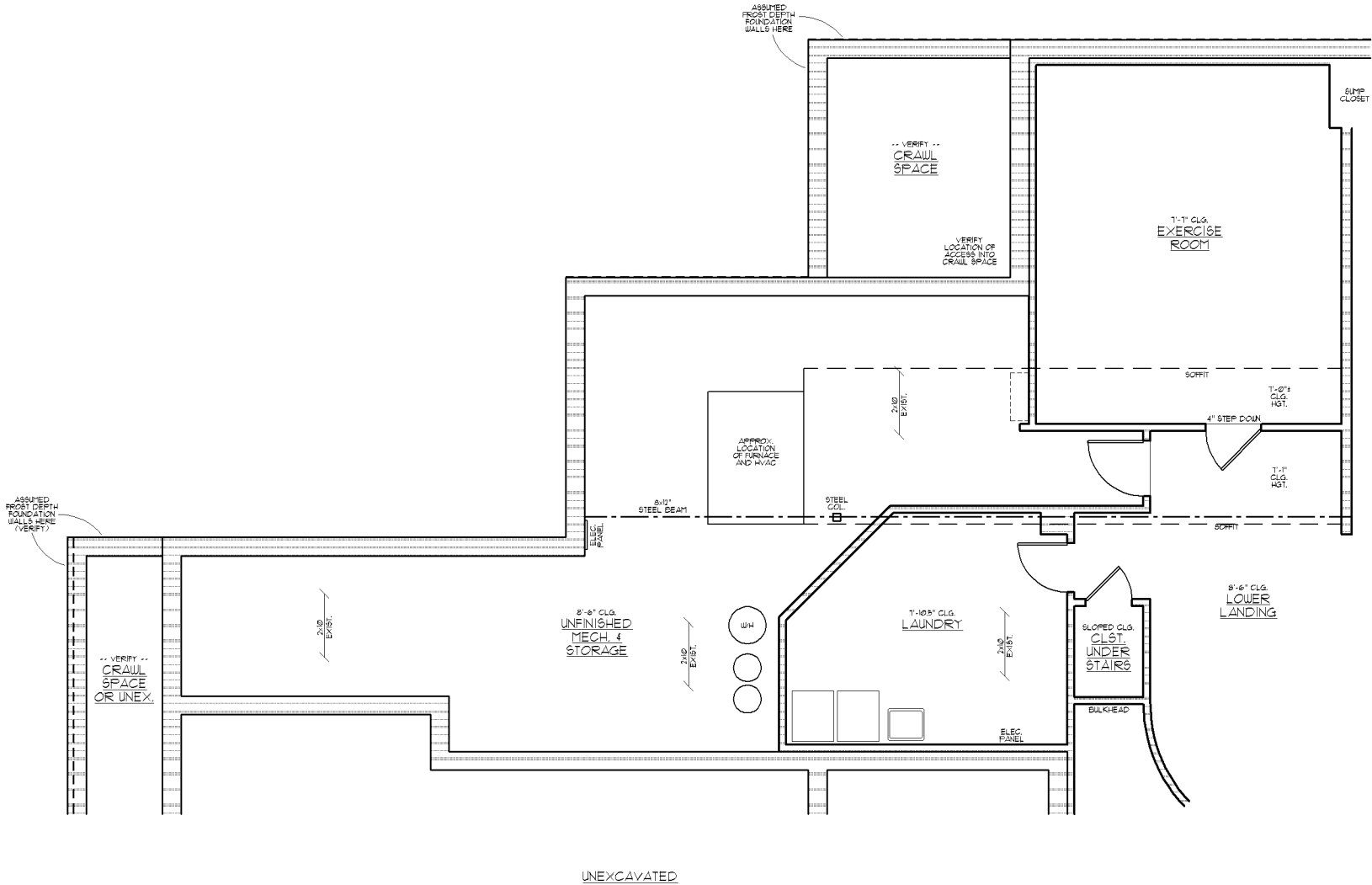
VARIANCE SUBMITTAL SET

BAILEY RESIDENCE
28115 BOULDER BRIDGE DR
SHOREWOOD, MN

4
4 OF 6

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UNEXCAVATED

1
5 EXISTING LOWER LEVEL
SCALE: 1/4"=1'-0"

AS
BUILT

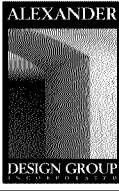
BAILEY RESIDENCE
28115 BOULDER BRIDGE DR
SHOREWOOD, MN

VARIANCE SUBMITTAL SET

DRAWING DESCRIPTION:
AS-BUILT
LOWER LEVEL FLOOR PLAN

ISSUE DATE:
3 MAY 2021
PREVIOUS ISSUE DATES:

275 EAST LAKE STREET
WAYZATA, MN 55391
Phone: 952.473.8777



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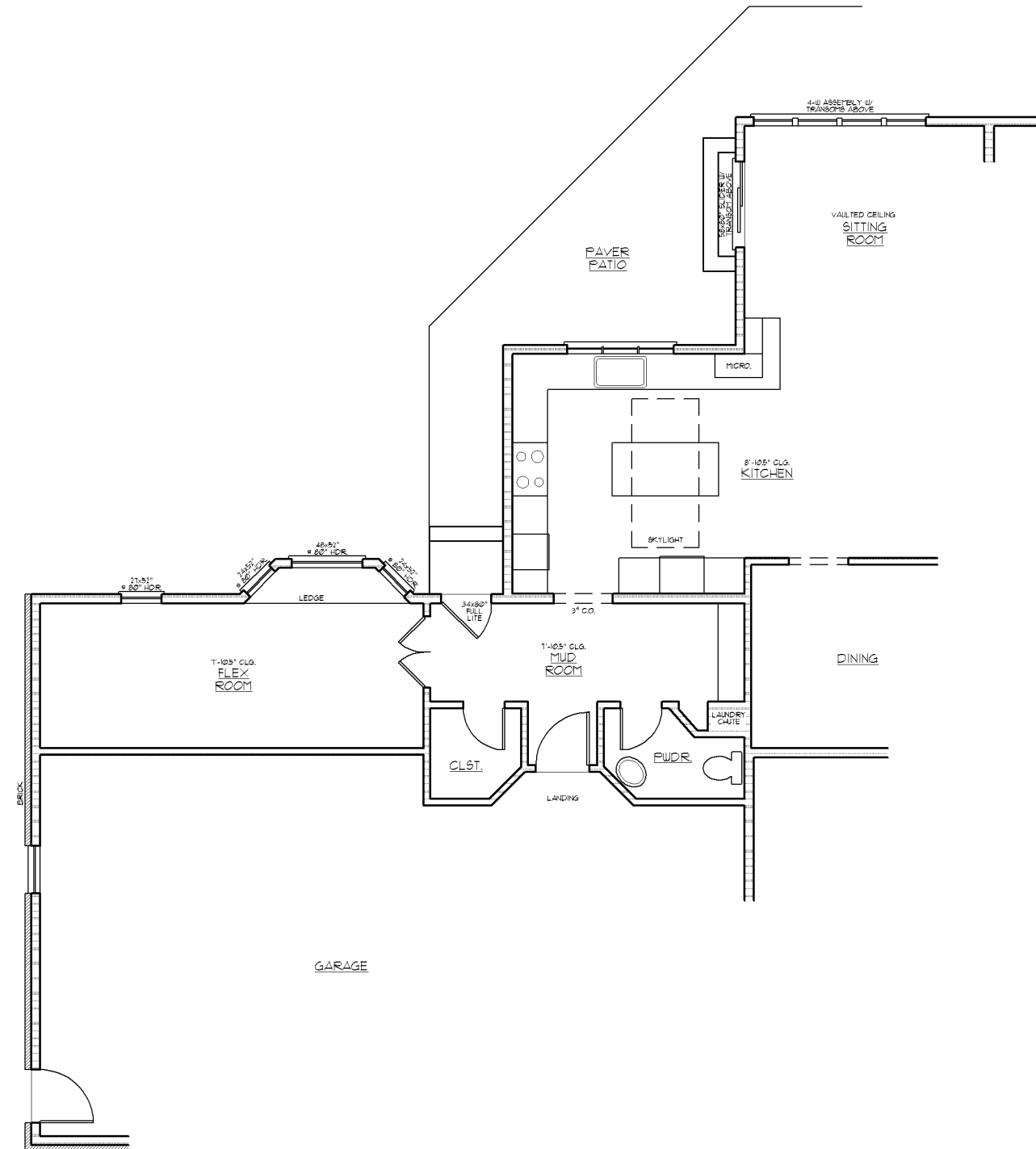
75 EAST LAKE STREET
WAYZATA, MN 55391
Phone: 952.473.8777

**AS-BUILT
MAIN LEVEL FLOOR PLAN**

VARIANCE SUBMITTAL SET

BAILEY RESIDENCE
28115 BOULDER BRIDGE DR
SHOREWOOD, MN

6
OF 6



1 EXISTING MAIN LEVEL
6 SCALE: 1/4" = 1'-0"

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**RESOLUTION 2021-093
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**A RESOLUTION APPROVING A VARIANCE TO THE REAR YARD SETBACK FOR
PROPERTY LOCATED AT 28115 BOULDER BRIDGE DRIVE**

WHEREAS, Revision, LLC., (the "Applicant") proposes encroachments beyond the current nonconforming footprint of the home on property legally described as:

Lot 1, Block 3, Boulder Bridge, Hennepin County, Minnesota.

WHEREAS, the Applicant has applied for a variance to allow an addition to be 36.8 feet from the rear property line where 50 feet is required; and

WHEREAS, the Applicant's request was reviewed by the planning staff, whose recommendation is included in a memorandum for the August 3, 2021 Planning Commission meeting, a copy of which is on file at City Hall; and

WHEREAS, the Planning Commission held a public meeting on August 3, 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 August 23, 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 Boulder Bridge PUD zoning district, which requires all buildings to be set back 50 feet from the rear property line.
2. The existing home is considered legally non-conforming and is currently located as close as about 30 feet to the rear property line.
3. 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.
4. 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 June 25, 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 36.8 feet from the rear yard, based on the plans and materials submitted June 25, 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 nonconforming construction 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 23rd day of August, 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Catch Basin and Culvert Repairs: City Project 21-03
Meeting Date: Monday, August 23, 2021
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Bid Summary, Plans, and Resolution

Background: The City completes an annual catch basin and culvert repair project on local roadways, to improve drainage and correct any drainage issues. The City's strategy this year is to correct the catch basin at Howards Point Road, the drainage issues on Noble Road, and culvert repair on Bracketts Road, Galpin Lake Road, and Lake Linden Drive. Lake Linden Drive was bid as Alternate 1 as the city was also acquiring a quote to utilize Cast In Place Pile (CIPP) to avoid the need for open cutting and a local detour for this route. Ultimately the CIPP option will cost less than open cut construction.

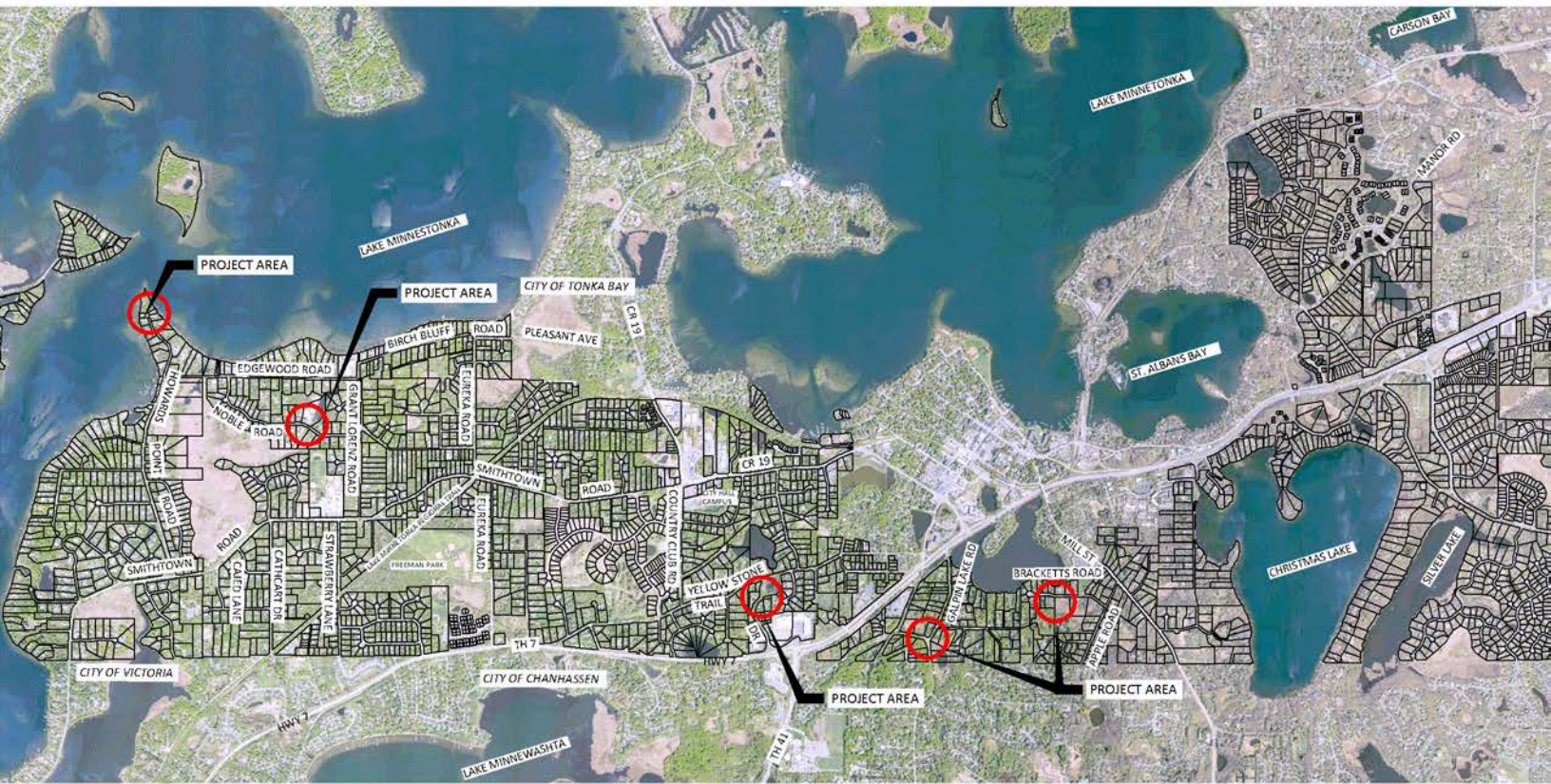
Quotes for the project were requested from four contractors and opened on August 17, 2021. A total of four quotes were received and the low quote was submitted by Minger Construction Companies, Inc. from Jordan, MN. The bids are summarized below:

Bidder:	Bid Amount	Total Bid Amount
	Part 1+2+3+4+5:	Part 1+2+3+4+5+Alt 1:
Minger Construction	\$87,052.50	\$119,242.50
G.F. Jedlicki	\$94,355.00	\$125,335.00
Schneider Excavating	\$98,680.00	\$131,240.00
Northwest Asphalt	\$100,282.00	\$131,764.50

Staff has reviewed all the bids and the bids received are accurate and indicate that the bidding process was competitive. Work for these repairs to be completed by October 29, 2021.

Financial or Budget Considerations: The city has budgeted \$50,000 for the CB & Culvert Repair project in the Capital Improvement Plan and is to be funded from the Storm Water Management Fund. Many of these culverts and catch Bains are in desperate need of repair. Therefore, the cost above this amount would be funded from the general roadway maintenance fund. The total estimated project costs, including design, administration, and inspection costs are anticipated to be \$108,800.

Recommendation/Action Requested: Staff recommends award of Part 1+2+3+4+5 which includes Howards Point Road, Noble Road, Bracketts Road, and Galpin Lake Road in the amount of \$87, 052.50 to the low bidder, Minger Construction Companies, Inc.



BID FORM
2021 CATCH BASIN & CULVERT REPAIRS
CITY OF SHOREWOOD, MINNESOTA
PROJECT NO. C16.120567

Bidder Name: _____

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and all applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item, and total.
CY (LV) = Cubic Yards, Loose Volume
CY (CV) = Cubic Yards, Compacted Volume
CY (EV) = Cubic Yards, Excavation Volume
(P) = Planned Quantity

					ENGINEER'S ESTIMATE		Minger Construction Companies, Inc.		G.F. JEDLICKI, INC		Schneider Excavating & Grading Inc.		Northwest Asphalt Inc.	
ITEM NO.	ITEM DESCRIPTION	NOTES	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
PART 1: PRORATA ITEMS														
1	MOBILIZATION		LUMP SUM	1	\$8,000.00	\$8,000.00	\$11,125.00	\$11,125.00	\$6,000.00	\$6,000.00	\$14,500.00	\$14,500.00	\$13,900.00	\$13,900.00
2	TRAFFIC CONTROL		LUMP SUM	1	\$7,000.00	\$7,000.00	\$5,135.00	\$5,135.00	\$8,450.00	\$8,450.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
3	STREET SWEEPER (WITH PICKUP BROOM)	(2)	LUMP SUM	1	\$5,000.00	\$5,000.00	\$1,835.00	\$1,835.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$4,800.00	\$4,800.00
PART 1 - PRORATA ITEMS SUBTOTAL:						\$20,000.00		\$18,095.00		\$16,950.00		\$23,000.00		\$24,700.00
PART 2: HOWARDS POINT ROAD														
4	REMOVE DRAINAGE STRUCTURE		EACH	1	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$750.00	\$750.00	\$350.00	\$350.00	\$500.00	\$500.00
5	REMOVE SEWER PIPE (STORM)	(9)	LIN FT	15	\$30.00	\$450.00	\$20.00	\$300.00	\$14.00	\$210.00	\$20.00	\$300.00	\$15.00	\$225.00
6	REMOVE BITUMINOUS PAVEMENT	(1)	SQ YD	80	\$20.00	\$1,600.00	\$30.00	\$2,400.00	\$8.00	\$640.00	\$13.00	\$1,040.00	\$10.00	\$800.00
7	SALVAGE & REINSTALL MAILBOX		EACH	1	\$300.00	\$300.00	\$135.00	\$135.00	\$225.00	\$225.00	\$250.00	\$250.00	\$150.00	\$150.00
8	AGGREGATE BASE (CV) CLASS 5	(3)	TON	2	\$150.00	\$300.00	\$120.00	\$240.00	\$110.00	\$220.00	\$65.00	\$130.00	\$120.00	\$240.00
9	TYPE SP 9.5 WEARING COURSE MIX (2 C)		TON	20	\$275.00	\$5,500.00	\$325.00	\$6,500.00	\$330.00	\$6,600.00	\$320.00	\$6,400.00	\$249.00	\$4,980.00
10	4" PERF TP PIPE DRAIN		LIN FT	5	\$125.00	\$625.00	\$70.00	\$350.00	\$31.00	\$155.00	\$25.00	\$125.00	\$40.00	\$200.00
11	12" PVC PIPE SEWER		LIN FT	15	\$75.00	\$1,125.00	\$118.00	\$1,770.00	\$70.00	\$1,140.00	\$75.00	\$1,125.00	\$208.00	\$3,120.00
12	4" PVC PIPE DRAIN CLEANOUT		EACH	1	\$750.00	\$750.00	\$650.00	\$650.00	\$855.00	\$855.00	\$250.00	\$250.00	\$800.00	\$800.00
13	EXTERNAL CHIMNEY SEAL		EACH	1	\$500.00	\$500.00	\$350.00	\$350.00	\$550.00	\$550.00	\$550.00	\$550.00	\$250.00	\$250.00
14	CONNECT TO EXISTING STORM SEWER		EACH	1	\$1,250.00	\$1,250.00	\$925.00	\$925.00	\$840.00	\$840.00	\$450.00	\$1,200.00	\$1,200.00	\$1,200.00
15	CONSTRUCT DRAINAGE STRUCTURE DESIGN 2X3" WR-3067-V8 CASTING		EACH	1	\$3,000.00	\$3,000.00	\$2,400.00	\$2,400.00	\$4,580.00	\$4,580.00	\$3,150.00	\$3,150.00	\$2,450.00	\$2,450.00
16	CONSTRUCT DRAINAGE STRUCTURE (SPECIAL)		EACH	1	\$3,000.00	\$3,000.00	\$1,825.00	\$1,825.00	\$5,625.00	\$5,625.00	\$3,150.00	\$3,150.00	\$1,700.00	\$1,700.00
17	STORM DRAIN INLET PROTECTION		EACH	2	\$250.00	\$500.00	\$155.00	\$310.00	\$250.00	\$500.00	\$350.00	\$700.00	\$110.00	\$220.00
18	SEDIMENT CONTROL LOG TYPE WOOD FIBER		LIN FT	40	\$15.00	\$600.00	\$6.50	\$260.00	\$7.00	\$280.00	\$10.00	\$400.00	\$10.00	\$400.00
19	SITE RESTORATION		EACH	1	\$2,500.00	\$2,500.00	\$475.00	\$475.00	\$1,900.00	\$1,900.00	\$1,000.00	\$1,000.00	\$4,000.00	\$4,000.00
PART 2 - HOWARDS POINT ROAD SUBTOTAL:						\$23,000.00		\$19,590.00		\$25,070.00		\$19,370.00		\$21,235.00
PART 3: NOBLE ROAD														
20	MILL BITUMINOUS SURFACE (1.5")	(8)	SQ YD	65	\$35.00	\$2,275.00	\$17.50	\$1,137.50	\$34.00	\$2,210.00	\$25.00	\$1,625.00	\$15.00	\$975.00
21	TYPE SP 9.5 WEARING COURSE MIX (2 C) (LEVELING COURSE)		TON	5	\$300.00	\$1,500.00	\$325.00	\$1,625.00	\$330.00	\$1,650.00	\$575.00	\$2,875.00	\$249.00	\$1,245.00
22	TYPE SP 9.5 WEARING COURSE MIX (2 C)		TON	35	\$150.00	\$5,250.00	\$245.00	\$8,575.00	\$355.00	\$12,425.00	\$320.00	\$11,200.00	\$249.00	\$8,715.00
23	STORM DRAIN INLET PROTECTION		EACH	4	\$250.00	\$1,000.00	\$155.00	\$620.00	\$250.00	\$1,000.00	\$350.00	\$1,400.00	\$110.00	\$440.00
PART 3 - NOBLE ROAD SUBTOTAL:						\$10,025.00		\$11,967.50		\$17,285.00		\$17,100.00		\$11,375.00
PART 4: GALPIN LAKE ROAD														
24	REMOVE SEWER PIPE (STORM)	(9)	LIN FT	50	\$25.00	\$1,250.00	\$19.00	\$950.00	\$15.00	\$750.00	\$15.00	\$750.00	\$15.00	\$750.00
25	REMOVE BITUMINOUS PAVEMENT	(1)	SQ YD	35	\$25.00	\$875.00	\$60.00	\$2,100.00	\$8.00	\$280.00	\$15.00	\$525.00	\$10.00	\$350.00
26	AGGREGATE BASE (CV) CLASS 5	(3)	TON	18	\$80.00	\$1,440.00	\$65.00	\$1,170.00	\$44.00	\$792.00	\$65.00	\$1,170.00	\$120.00	\$2,160.00

27	TYPE SP 9.5 WEARING COURSE MIX (2.C)	TON	10		\$325.00	\$3,250.00	\$325.00		\$3,250.00	\$330.00	\$3,300.00	\$320.00		\$3,200.00	\$249.00		\$2,490.00
28	12" RC PIPE SEWER DES 3006 CL V	LIN FT	40		\$125.00	\$5,000.00	\$110.00		\$4,400.00	\$85.00	\$3,400.00	\$140.00		\$5,600.00	\$122.50		\$4,900.00
29	12" RC PIPE APRON W/TRASH GUARD	EACH	2		\$2,700.00	\$5,400.00	\$2,375.00		\$4,750.00	\$1,930.00	\$3,860.00	\$2,210.00		\$4,420.00	\$1,950.00		\$3,900.00
30	SEDIMENT CONTROL LOG TYPE WOOD FIBER	(6) LIN FT	60		\$10.00	\$600.00	\$6.50		\$390.00	\$6.00	\$360.00	\$10.00		\$600.00	\$7.00		\$420.00
31	SITE RESTORATION	(7) EACH	2		\$2,500.00	\$5,000.00	\$475.00		\$950.00	\$2,320.00	\$4,640.00	\$1,500.00		\$3,000.00	\$4,000.00		\$8,000.00
PART 4 - GALPIN LAKE ROAD SUBTOTAL:						\$22,815.00			\$17,960.00		\$17,382.00			\$19,265.00			\$22,970.00
PART 5: BRACKETTS ROAD																	
32	REMOVE SEWER PIPE (STORM)	(9) LIN FT	50		\$25.00	\$1,250.00	\$19.00		\$950.00	\$15.00	\$750.00	\$10.00		\$500.00	\$15.00		\$750.00
33	REMOVE BITUMINOUS PAVEMENT	(1) SQ YD	25		\$30.00	\$750.00	\$60.00		\$1,500.00	\$8.00	\$200.00	\$15.00		\$375.00	\$20.00		\$500.00
34	SALVAGE & REINSTALL MAILBOX	EACH	1		\$300.00	\$300.00	\$180.00		\$180.00	\$255.00	\$255.00	\$250.00		\$250.00	\$150.00		\$150.00
35	AGGREGATE BASE (CV) CLASS 5	(3) TON	12		\$80.00	\$960.00	\$65.00		\$780.00	\$44.00	\$528.00	\$65.00		\$780.00	\$70.00		\$840.00
36	TYPE SP 9.5 WEARING COURSE MIX (2.C)	TON	8		\$350.00	\$2,800.00	\$325.00		\$2,600.00	\$330.00	\$2,640.00	\$320.00		\$2,560.00	\$249.00		\$1,992.00
37	12" RC PIPE SEWER DES 3006 CL V	LIN FT	40		\$125.00	\$5,000.00	\$110.00		\$4,400.00	\$82.00	\$3,280.00	\$142.00		\$5,680.00	\$122.50		\$4,900.00
38	12" RC PIPE APRON W/TRASH GUARD	EACH	1		\$2,700.00	\$2,700.00	\$2,700.00		\$2,700.00	\$1,980.00	\$1,980.00	\$2,700.00		\$2,700.00	\$1,950.00		\$1,950.00
39	CONNECT TO EXISTING STORM SEWER	EACH	1		\$2,000.00	\$2,000.00	\$2,500.00		\$2,500.00	\$975.00	\$975.00	\$1,000.00		\$1,000.00	\$1,000.00		\$1,000.00
40	SEDIMENT CONTROL LOG TYPE WOOD FIBER	(6) LIN FT	60		\$10.00	\$600.00	\$6.50		\$390.00	\$6.00	\$360.00	\$10.00		\$600.00	\$7.00		\$420.00
41	SITE RESTORATION	(7) EACH	2		\$2,000.00	\$4,000.00	\$475.00		\$950.00	\$2,100.00	\$4,200.00	\$1,500.00		\$3,000.00	\$2,500.00		\$5,000.00
42	LANDSCAPE ALLOWANCE	LUMP SUM	1			\$2,500.00			\$2,500.00		\$2,500.00			\$2,500.00			\$2,500.00
PART 5 - BRACKETTS ROAD SUBTOTAL:						\$22,960.00			\$19,450.00		\$17,668.00			\$19,945.00			\$20,002.00
SUB TOTAL BID PARTS 1+2+3+4+5						\$98,700.00			\$87,052.50		\$84,355.00			\$98,680.00			\$100,282.00
ADD ALTERNATE 1 - (LAKE LINDEN DRIVE):																	
43	MOBILIZATION	LUMP SUM	1		\$3,000.00	\$3,000.00	\$2,800.00		\$2,800.00	\$2,200.00	\$2,200.00	\$2,500.00		\$2,500.00	\$3,000.00		\$3,000.00
44	TRAFFIC CONTROL	LUMP SUM	1		\$3,000.00	\$3,000.00	\$2,750.00		\$2,750.00	\$1,650.00	\$1,650.00	\$1,200.00		\$1,200.00	\$1,500.00		\$1,500.00
45	STREET SWEEPER (WITH PICKUP BROOM)	(2) LUMP SUM	1		\$900.00	\$900.00	\$400.00		\$400.00	\$900.00	\$900.00	\$200.00		\$200.00	\$1,200.00		\$1,200.00
46	CLEAR & GRUB	TREE	3		\$1,250.00	\$3,750.00	\$850.00		\$2,550.00	\$1,200.00	\$3,600.00	\$1,500.00		\$4,500.00	\$800.00		\$2,400.00
47	REMOVE SEWER PIPE (STORM)	LIN FT	65		\$25.00	\$1,625.00	\$19.00		\$1,235.00	\$15.00	\$975.00	\$10.00		\$650.00	\$15.00		\$975.00
48	REMOVE BITUMINOUS PAVEMENT	SQ YD	50		\$25.00	\$1,250.00	\$60.00		\$3,000.00	\$8.00	\$400.00	\$15.00		\$750.00	\$10.00		\$500.00
49	AGGREGATE BASE (CV) CLASS 5	TON	10		\$100.00	\$1,000.00	\$65.00		\$650.00	\$330.00	\$3,300.00	\$65.00		\$650.00	\$100.00		\$1,000.00
50	TYPE SP 9.5 WEARING COURSE MIX (2.C)	TON	15		\$225.00	\$3,375.00	\$325.00		\$4,875.00	\$330.00	\$4,950.00	\$320.00		\$4,800.00	\$249.00		\$3,735.00
51	12" RC PIPE SEWER DES 3006 CL V	LIN FT	65		\$95.00	\$6,175.00	\$110.00		\$7,150.00	\$87.00	\$5,655.00	\$140.00		\$9,100.00	\$122.50		\$7,902.50
52	12" RC PIPE APRON W/TRASH GUARD	EACH	1		\$2,500.00	\$2,500.00	\$3,500.00		\$3,500.00	\$1,950.00	\$1,950.00	\$2,210.00		\$2,210.00	\$1,950.00		\$1,950.00
53	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	1		\$1,000.00	\$1,000.00	\$1,750.00		\$1,750.00	\$920.00	\$920.00	\$1,200.00		\$1,200.00	\$1,700.00		\$1,700.00
54	SEDIMENT CONTROL LOG TYPE WOOD FIBER	(6) LIN FT	80		\$9.00	\$720.00	\$6.50		\$520.00	\$6.00	\$480.00	\$10.00		\$800.00	\$7.00		\$560.00
55	SITE RESTORATION	(7) EACH	2		\$2,000.00	\$4,000.00	\$475.00		\$950.00	\$2,000.00	\$4,000.00	\$2,000.00		\$4,000.00	\$2,500.00		\$5,000.00
ADD ALTERNATE 1- LAKE LINDEN DRIVE:						\$32,295.00			\$32,190.00		\$30,980.00			\$32,560.00			\$31,482.50
TOTAL BID PARTS 1+2+3+4+5+ALT 1:						\$130,995.00			\$119,242.50		\$125,335.00			\$131,240.00			\$131,764.50

NOTES:
(P) PLAN QUANTITY
(1) INCLUDES REMOVAL OF BITUMINOUS CURB
(2) FOR REMOVING TRACKED SEDIMENT FROM ROADWAY PAVEMENT
(3) INCLUDES AGGREGATE NEEDED TO FILL VOIDS FROM STORM SEWER REMOVAL
(4) TO BE INSTALLED ON MH-1
(5) NYLOPLAST 16" DRAIN BASIN WITH H-10 SQUARE CASTING
(6) TO BE USED AT THE ENGINEERS DISCRETION
(7) SHALL INCLUDE ALL TOPSOIL, FERTILIZER, HYDROMULCH, EROSION CONTROL BLANKET, AND MIDDOT SEED MIX 25-151 NEEDED TO RESTORE EACH INDIVIDUAL SITE
(8) MILL DEPTH MAY VARY
(9) INCLUDES APRON REMOVAL
(10) TO ACCOUNT FOR LANDSCAPE WORK WHICH CANNOT BE IDENTIFIED IN SUFFICIENT DETAIL.

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

RESOLUTION 21-094

**A RESOLUTION TO AWARD CONTRACT
FOR THE 2021 CATCH BASIN AND CULVERT REPAIR PROJECT,
CITY PROJECT 21-03**

WHEREAS, quotes for the 2021 Catch Basin and Culvert Repairs Project were received on August 17, 2021 opened and tabulated according to law, with the following quotes received:

Contractor	Bid Amount Part 1+2+3+4+5	Bid Amount Part 1+2+3+4+5+Alt 1
Minger Construction	\$87,052.50	\$119,242.50
G.F. Jedlicki	\$94,355.00	\$125,335.00
Schneider Excavating	\$98,680.00	\$131,240.00
Northwest Asphalt	\$100,282.00	\$131,764.50

WHEREAS, City staff recommends award of Parts 1+2+3+4+5 which include work on Howards Point Road, Noble Road, Bracketts Road, and Galpin Lake Road; and

WHEREAS, Minger Construction Companies, Inc. is the lowest responsible bidder; and

WHEREAS, Minger Construction Companies, Inc. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully;

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorized and directed to enter into a contract with Minger Construction Companies, Inc. based on the lowest bid amount for Parts 1+2+3+4+5 in the amount of \$87,052.50 in the name of the City of Shorewood for the 2021 Catch Basin and Culvert Repairs 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 23rd day of August, 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Accept Bids and Award Contract for the Covington Watermain Improvements, City Project 21-07
Meeting Date: Monday, August 23, 2021
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Overview Map, Bid Tabulation & Abstract, Resolution

Background: At the July 26, 2021 Council Meeting, staff had presented the final plans and specification for the Covington Watermain Improvements project.

Bids for the project were opened on August 17, 2021. A total of five bids were received and the low bidder is submitted by GM Contracting, Inc. from Lake Crystal, MN. The bids are summarized below:

Contractor	Alternate 1 + 3 (Pipe Bursting)	Alternate 2 + 3 (Directional Drilling)
G.F. Jedlicki, Inc	\$297,795.00	\$350,615.00
GM Contracting, Inc	\$288,562.55	-
Pember Companies	-	\$323,886.20
Northdale Construction Company, Inc.	\$349,630.57	\$356,055.025
Geislinger & Sons	\$322,430.00	-

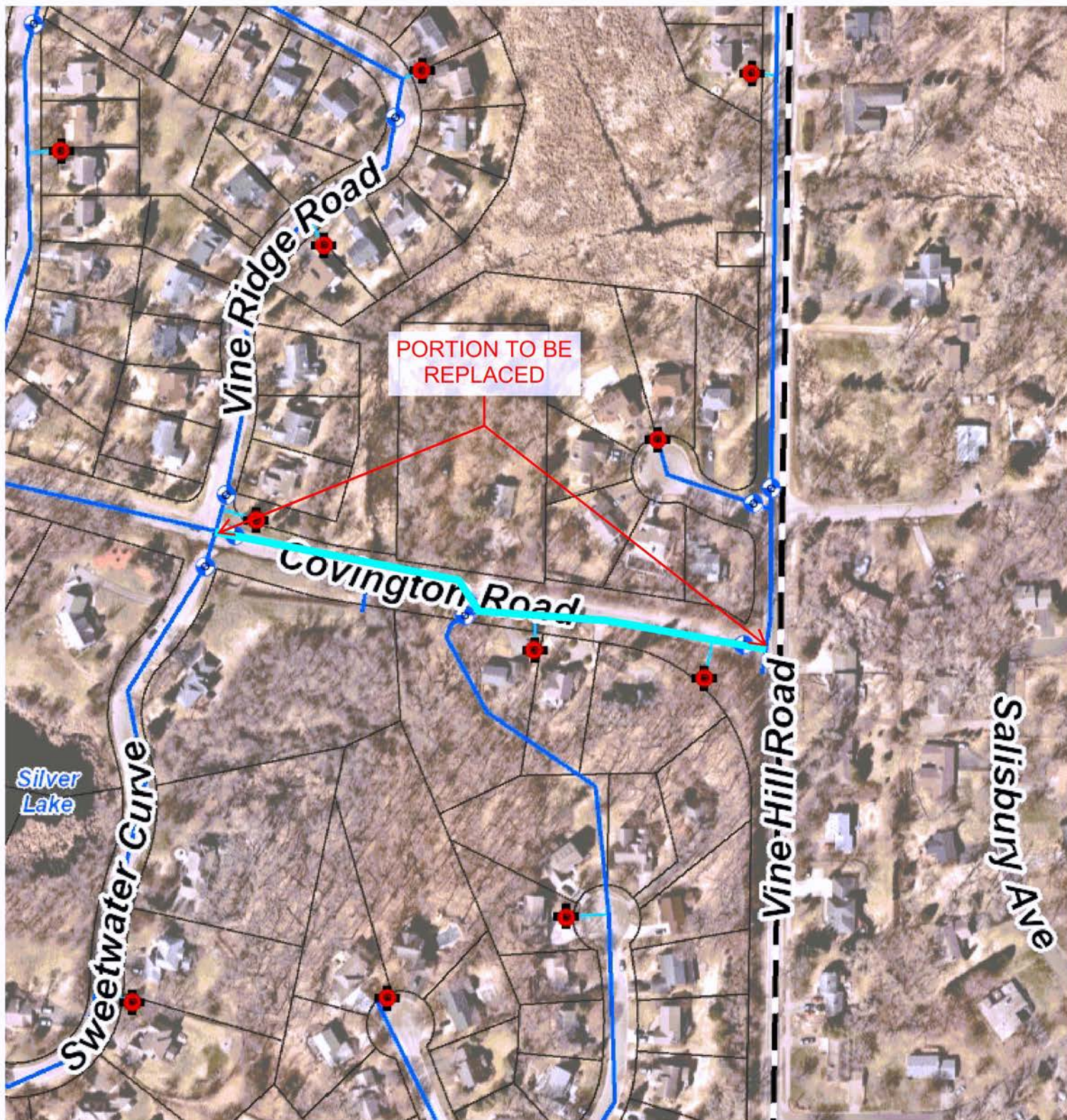
Table 1

Alternate 1 consists of pipe bursting the existing watermain, Alternate 2 consists of directionally drilling a new watermain, and Alternate 3 consists of a \$5000 landscaping allowance that would be combined with either alternate. The determination of the low bidder is determined by the overall low bid of Alternate 1 plus Alternate 3 or Alternate 2 plus Alternate 3.

Staff has reviewed all the bids and based on the low bid from GM Contracting, Inc., the construction costs of the project is 18% below the engineer's estimate. The bids received indicate that the bidding process was competitive. The work is to be substantially completed by September 29, 2021. The project will be completed for final payment by May 15, 2022.

Financial Considerations: Total project costs for this work is estimated to be \$360,000 including design, construction, engineering, and legal fees. This project is an emergency repair and will be funded from the Municipal Water Fund.

Recommendation/Action Requested: Staff recommends the City Council approve the Resolution that accepts the bids and awards the contract for the Covington Road Watermain Improvements to GM Contracting, Inc.



0 200 Feet



**BOLTON
& MENK**

Real People. Real Solutions.

Disclaimer:

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



**Covington Road Watermain
Location Map**



City of Shorewood

Project Bid Tabulation

Covington Watermain Improvements

City Project No. 21-07

BMI No. 0C1.124962

Soliciting agent: Bolton & Menk, Inc.

Contact: Andrew Budde, P.E.

Bid Date: 08/17/21 @ 9:30 a.m.

Firm	Alternate 1 + Alternate 3	Alternate 2 + Alternate 3
G.F. Jedlicki, Inc.	\$297,795.00	\$350,615.00
GM Contracting Inc.	\$288,562.55	
Pember Companies, Inc.		\$323,886.20
Northdale Construction Company Inc.	\$349,630.57	\$356,055.02
Geislinger & Sons	\$322,430.00	

Engineer's Opinion of Cost

\$351,313.00

\$360,857.00

I hereby certify that this is a true and correct tabulation of the bids as received on August 17, 2021 for the Covington Watermain Improvements, City Project No. 21-07.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

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

RESOLUTION 21-095

**A RESOLUTION ACCEPTING BIDS AND AWARDING CONTRACT FOR THE
COVINGTON ROAD WATERMAIN IMPROVEMENTS, 21-07;**

WHEREAS, pursuant to an advertisement for bids for the Covington Watermain Improvements project, bids were received on August 17, 2021, opened and tabulated according to law, with the following bids received and complying with the advertisement:

Contractor	Alternate 1 + 3 (Pipe Bursting)	Alternate 2 + 3 (Directional Drilling)
G.F. Jedlicki, Inc	\$297,795.00	\$350,615.00
GM Contracting, Inc	\$288,562.55	-
Pember Companies	-	\$323,886.20
Northdale Construction Company, Inc.	\$349,630.57	\$356,055.025
Geislinger & Sons	\$322,430.00	-

WHEREAS, Alternate 1 plus Alternate 3, using the pipe bursting method, is the lowest overall bid for the project; and

WHEREAS, GM Contracting, Inc. is the lowest responsible bidder; and

WHEREAS, GM Contracting, Inc. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully; and

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorized and directed to enter into a contract with GM Contracting, Inc., based on the lowest bid amount in the name of the City of Shorewood for the Covington Road Watermain Improvement Project according to the plans and specifications therefore approved by the City Council and on file in the office of the City Clerk.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23rd day of August 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Lake Linden Culvert Repair Project: City Project 21-03
Meeting Date: Monday, August 23, 2021
Prepared by: Andrew Budde, City Engineer
Reviewed by: Larry Brown, Director of Public Works
Attachments: Site Map, Resolution

Background: The City completes an annual catch basin and culvert repair project on local roadways to improve drainage and correct any drainage issues. Lake Linden Drive culvert is in need of repair and the most economical process is to use the process of Cast In Place Pipe (CIPP) to avoid the need for open cutting and a local detour for this route. The CIPP option is close to half of the cost of open cut construction and less disruptive for residents.

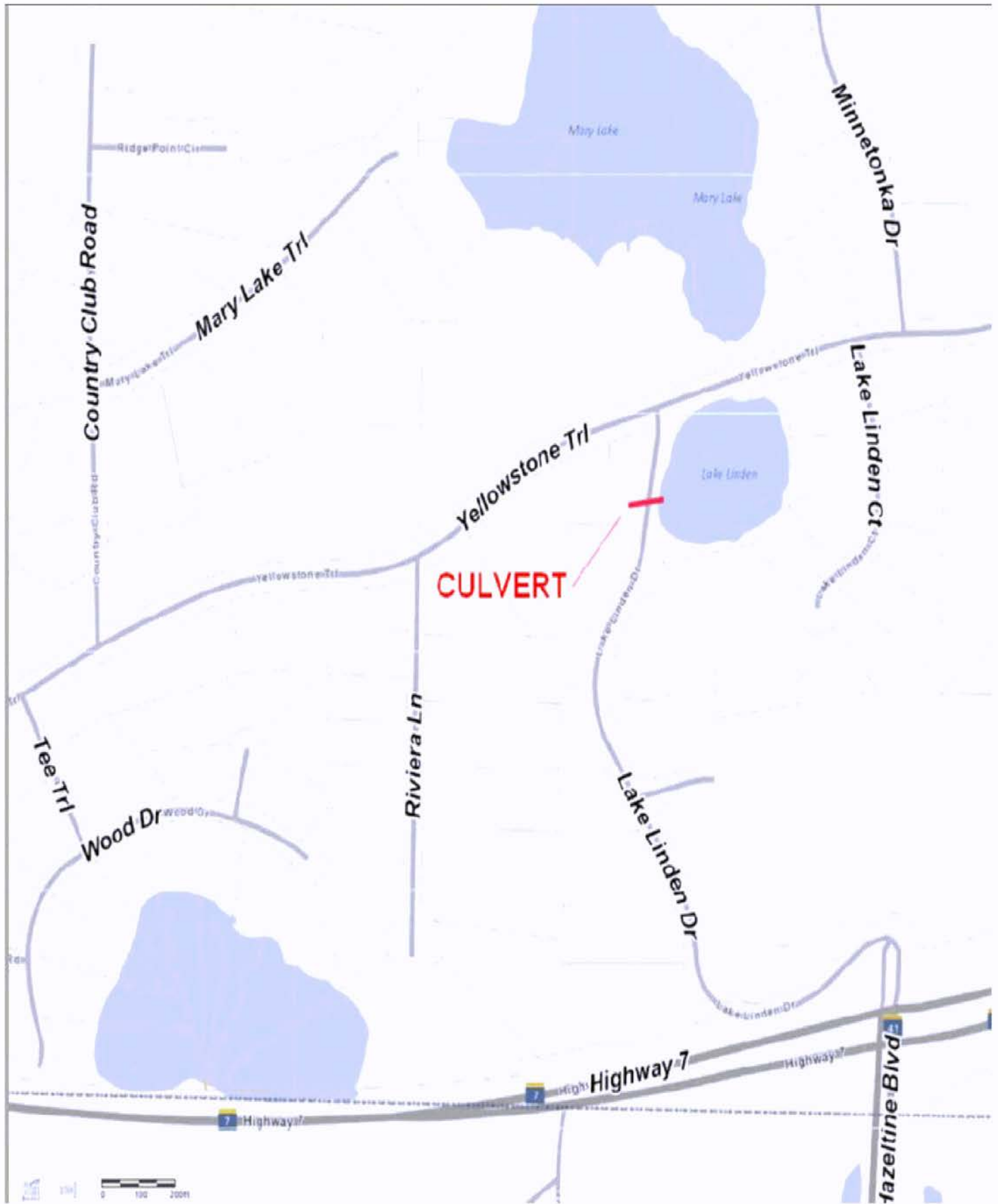
Quotes for the project were requested from seven contractors and opened on August 6, 2021. A total of two quotes were received and the low quote was submitted by Veit Construction. The bids are summarized below:

Bidder:	Quote Amount
Veit Construction	\$16,600.00
Insituform	\$18,020.00

Staff has reviewed the quotes and the quotes received are accurate and indicate that the bidding process was competitive. Work for these repairs to be completed by November 26, 2021.

Financial or Budget Considerations: The city has budgeted \$50,000 for the CB & Culvert Repair project in the Capital Improvement Plan and is to be funded from the Storm Water Management Fund. The cost above this amount would be funded from the stormwater fund. Including design, administration, and inspection costs the total estimated project costs are anticipated to be \$18,260.

Recommendation/Action Requested: Staff recommends award of the Lake Linden Culvert Repair Project in the amount of \$16,600 to the low bidder, Veit Construction.



CITY OF SHOREWOOD

**LAKE LINDEN DRIVE
CULVERT LOCATION**

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

RESOLUTION 21-096

**A RESOLUTION TO AWARD CONTRACT
FOR THE LAKE LINDEN CULVERT REPAIR PROJECT,
CITY PROJECT 21-03**

WHEREAS, quotes for Cast In Place Pipe (CIPP) for the Lake Linden Culvert Repairs Project were received on August 6, 2021 opened and tabulated with the following quotes received:

Contractor	Quote Amount
Veit Construction	\$16,600.00
Insituform	\$18,020.00

WHEREAS, Veit Construction. is the lowest responsible bidder;

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby authorized and directed to enter into a contract with Veit Construction based on the lowest quote amount of \$16,600.00 in the name of the City of Shorewood for the Lake Linden Culvert Repair 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 23rd day of August, 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approve Prosecutor Contract with Campbell Knutson

Meeting Date: August 23, 2021

Prepared By: Greg Lerud, City Administrator

9A

MEETING
TYPE
REGULAR

Attachments: Proposed prosecutor contract with Campbell Knutson

Background: On July 15, the City Council selected the firm Campbell Knutson to be the city's new prosecuting firm and directed staff to work with the firm to develop a contract for City Council consideration. Attached please find a draft contract.

Recommended Action: The contract has been reviewed and staff recommends passage as presented. In addition, the city will need to provide notice to the current prosecutor, Ken Potts. Past contracts with Mr. Potts have provided a 30-day notice to terminate the contract. Included in the attached Resolution approving the contract, staff has included a notice provision to provide notice to the current prosecutor that the current contract will expire on September 30, 2021. Staff recommends approval of the attached Resolution.

Next Steps and Timeline: Staff will provide notice of the council's decision to both firms.

**AGREEMENT FOR LEGAL SERVICES
BETWEEN THE CITY OF SHOREWOOD AND
CAMPBELL KNUTSON, *Professional Association***

THIS AGREEMENT, effective _____, 2021, is by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation ("City") and **CAMPBELL KNUTSON, *Professional Association***, a Minnesota corporation ("Attorney").

NOW, THEREFORE, in consideration of the mutual undertakings herein, the parties hereto agree as follows:

1. SERVICES AND RELATIONSHIP.

A. The Attorney shall furnish and perform Prosecution Services for the City, as more fully described in the scope of services attached as Exhibit A.

B. The Attorney shall be engaged as an independent contractor and not as a City employee. The Attorney is free to contract with other entities.

2. TERM.

A. The Attorney shall serve at the pleasure of the City Council, and this Agreement may be terminated without cause by resolution of the City Council.

B. The Attorney may terminate this Agreement at any time, provided that the Attorney shall give the City sixty (60) days written notice before the termination becomes effective.

3. COMPENSATION.

A. *Prosecution Services*: An annual cap for all Prosecution Services of \$30,000.00. Actual legal fees incurred for Prosecution Services will be billed monthly at the following hourly rates:

❖ Attorneys	\$ 120.00
❖ Legal Assistants/Law Clerks	\$ 90.00

Legal fees for Prosecution Services shall not exceed the annual cap.

B. *Forfeitures Related to DWI Designated Offenses:* On a vehicle forfeiture we handle, we will receive thirty (30%) percent of the proceeds from the sale of the forfeited vehicle, after payment of seizure, towing, storage, forfeiture and sale expenses, and satisfaction of valid liens against the vehicle, pursuant to Minn. Stat. § 169A.63, subd. 10.

C. *Additional Prosecution Related Services:* Legal Fees for Additional Prosecution Related Services are not included in Prosecution Services, and will only be furnished at the specific request of the City. The following are Additional Prosecution Related Services:

- (1) Criminal appeals whether initiated by the State or the Defendant.
- (2) Criminal records expungements.
- (3) Matters relating to the South Lake Minnetonka Police Department's issuance of firearms permits.
- (4) Administrative citations or prosecution of zoning or other ordinance violations initiated by any City department other than the South Lake Minnetonka Police Department.
- (5) Dangerous or potentially dangerous dog administrative or criminal proceedings.
- (6) Matters relating to the Minnesota Government Data Practices Act.

Legal fees for Additional Prosecution Related Services will be billed monthly at the following hourly rates:

- ❖ Attorneys \$ 150.00
- ❖ Legal Assistants/Law Clerks \$ 100.00

D. *Monthly Statements:* Attorney will send City a detailed monthly billing statement of the actual hours incurred in providing Prosecution Services and Additional Prosecution Related Services. The billing increment is .1 hour with a minimum of .2.

E. *Costs:* Out-of-pocket costs without mark-up include:

- ❖ Lexis research (only if used for Shorewood matters)
- ❖ photocopies at 20¢ per page
- ❖ color photocopies at 40¢ per page
- ❖ postage of 50¢ or more
- ❖ court related costs (court filing fees, expert witnesses (with prior consent of City), subpoenas, service of process, court reporter fees)
- ❖ conflict attorneys' fees and costs

F. *Payments:* Payments for legal services provided the City shall be made in the manner provided by law. The City will normally pay for services within thirty (30) days of receipt of a statement for services rendered.

4. INSURANCE. The Attorney will purchase and maintain insurance to protect Attorney against claims for legal malpractice with policy limits of two million dollars per claim and five million dollars aggregate.

5. MISCELLANEOUS.

A. *Annual Presentation to the City Council.* Upon request of the City, the Attorney will provide the City Council with an annual presentation on prosecution activity and updates. The Attorney will provide other reports upon request.

B. *Governing Law.* This Agreement shall be governed by the laws of the State of Minnesota.

C. *Assignment.* The Attorney may not assign or refer any of the legal services to be performed hereunder without the written consent of the Shorewood City Council.

D. *Effective Date.* This Agreement shall become effective upon its execution by the City and the Attorney. This Agreement shall not be modified or amended without the approval in writing of the Shorewood City Council.

*Remainder of page intentionally left blank.
Signature page follows.*

Dated: _____, 2021.

CITY OF SHOREWOOD

By: _____
Jennifer Labadie, Mayor

And: _____
Sandie Thone, Clerk

Dated: _____, 2021.

CAMPBELL KNUTSON
Professional Association

By: _____
Elliott B. Knetsch, Vice President

**EXHIBIT A
TO
AGREEMENT FOR LEGAL SERVICES**

SCOPE OF PROSECUTION SERVICES

The Campbell Knutson prosecution team has a recognized excellence in delivering high quality prosecution services. Our prosecution team will provide Shorewood with the following:

General Criminal Prosecution. Campbell Knutson's prosecution team will handle Shorewood's non-felony cases from start to finish. This includes reviewing for charging, drafting formal complaints, all discovery, any pretrial motions, preparation of all notices as required by the Minnesota Rules of Criminal Procedure, all pretrial hearings, and any jury or court trial. We will handle any case initiated by the South Lake Minnetonka Police Department, the Hennepin County Sheriff's Office, the Minnesota State Patrol, the Department of Natural Resources, or any other law enforcement agency where the jurisdiction is the City of Shorewood.

Briefings/Officer Training/Ride-Alongs. Our representation will include our attorneys attending roll-call briefings with officers. We will provide training geared towards new officers but open to all officers three or four times per year. Due to the strong rapport we develop with officers, we are able to educate, inform, and mentor officers, and on occasion offer coaching, especially to new officers, to improve their performance and enhance public safety. Our prosecutors participate in ride-alongs with officers to help understand our client's culture and practices, to gain insight into local and distinctive patrol procedures, and to increase communication with the officers.

Legislative/Case Law Updates. We are committed to providing timely updates to our clients about the important state and federal changes that impact the criminal law and the provision of day-to-day police services, whether the changes arise from new legislation, executive mandates, or judicial decisions. We provide an annual Minnesota Criminal Law Legislative Update.

Availability/Response Time. We take extreme pride in client service. Command staff and officers are always able to reach us, day or night. Communication is the touchstone of a strong relationship. Our prosecutors' cell phone numbers are distributed to all staff. Officers routinely call our prosecutors after normal business hours with questions in the field, and on weekends particularly with respect to the 48-hour hold rule. We are available 24/7 to serve the City's needs.

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

RESOLUTION 21- 097

**A RESOLUTION APPROVING CONTRACT WITH THE FIRM CAMPBELL KNUTSON
TO PROVIDE PROSECUTION SERVICES TO THE CITY**

WHEREAS, the City of Council approved appointing the firm Campbell Knutson to serve as the city prosecutor; and,

WHEREAS, a draft contract has been reviewed and found consistent with the proposal received in response to the city's Request for Proposal for Prosecution Services,

NOW THEREFORE BE IT RESOLVED by the Shorewood City Council that:

1. The City Council hereby approves the contract as presented and authorizes the Mayor and City Clerk to sign on behalf of the city. The contract shall become effective 12:00 a.m., October 1, 2021.
2. Staff is directed to provide notice of termination of the contract with the current prosecutor, effective 11:59 p.m., September 30, 2021.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 23rd day of August 2021.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Approve JPA with Bureau of Criminal Apprehension for
City Prosecutor, Campbell Knutson

Meeting Date: August 23, 2021

Prepared By: Greg Lerud, City Administrator

9B

MEETING
TYPE
REGULAR

Attachments: Proposed JPA, Court Data Services Subscriber
Amendment to CHDN Subscriber Agreement, Resolution

Background: Shorewood's new prosecuting attorneys at Campbell Knutson, P.A., are coordinating the renewal of the City's Joint Powers Agreement (JPA) with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension on behalf of the Prosecuting Attorney. The Joint Powers Agreement allows the city prosecutor access to systems and tools available over the DPS Criminal Justice Data Communications Network (e-charging; computerized criminal histories; etc.). Due to the transition of city prosecution services to Campbell Knutson, P.A., the Joint Powers Agreement needs to be renewed for Campbell Knutson to have continued access to these critical systems on behalf of the City

The JPA also requires a separate Court Data Services Subscriber Amendment ("Court Amendment"), which needs to be executed as well (attached). This amendment allows access to certain BCA systems and tools related to access and submission of *court records* utilized by the city prosecutor, such as MNCIS (Minnesota Court Information System), and Odyssey (a statewide court management database system).

Financial or Budget Considerations: The costs referenced in the proposed Resolution (referring to Paragraph 3 of the JPA, and Paragraph 13 of the Courts Amendment) are billed directly to Campbell Knutson. There is a \$150.00 per quarter fee for our access to BCA data on behalf of the City. This prosecution cost is billed back to the City, however it is equally divided between all ten cities for which Campbell Knutson prosecutes, for a total of \$15.00 per quarter, or \$60.00 per year, for the City of Shorewood.

Recommended Action: Staff recommends approval of both agreements by adopting Resolution 21-098.



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Shorewood of behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

- 2.2 Methods of Access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a

method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a

particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

- 2.12 Court Information Access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.
- 2.13 Vendor Personnel Screening.** The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Dana Gotz, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension 1430 Maryland Avenue

Saint Paul, MN 55106
Telephone: 651.793.2007
Email Address: Dana.Gotz@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Henry Schaeffer, Attorney
Address: Grand Oak Office Center I
860 Blue Gentian Rd, Ste 290
Eagan, MN 55121
Telephone: 651.234.6214
Email Address: hschaeffer@ck-law.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

- 7.1** Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Shorewood on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 198056, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS. Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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

RESOLUTION 21-098

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF SHOREWOOD ON BEHALF OF ITS CITY
ATTORNEY**

WHEREAS, the City of Shorewood, on behalf of its Prosecuting Attorney, desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems, and tools over the five-year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Shorewood, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension, and the City of Shorewood on behalf of its Prosecuting Attorney is hereby approved.
2. The Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement is hereby approved.
3. That Assistant City Attorney, Henry A. Schaeffer, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Jennifer Labadie the Mayor for the City of Shorewood, and Sandie Thone, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreement.

Adopted by the Council on this 23rd day of August 2021.

ATTEST

Mayor Jennifer Labadie

Sandie Thone, City Clerk