

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
TUESDAY, OCTOBER 11, 2022**

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

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

AGENDA

1. CONVENE CITY COUNCIL MEETING

A. Pledge of Allegiance

B. Roll Call

Mayor Labadie____
Siakel____
Johnson____
Callies____
Gorham____

C. Review and Adopt Agenda

Attachments

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

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

- | | |
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| A. City Council Work Session Minutes of September 26, 2022 | Minutes |
| B. City Council Regular Meeting Minutes of September 26, 2022 | Minutes |
| C. City Council Special Work Session Minutes of September 27, 2022 | Minutes |
| D. Approval of the Verified Claims List | Claims List |
| E. Approval of Park/Recreation Director New Hire | City Clerk/HR Director Memo |
| F. Approve Retail Tobacco License Renewals | City Clerk/HR Director Memo
Resolution 22-095 |
| G. Change Order for Grant Street Drainage Improvements | City Engineer
Resolution 22-096 |
| H. LMCIT Liability Coverage Waiver | Interim City Administrator Memo |

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, which is not on tonight's agenda, to the attention of the mayor and council. When you are recognized, please raise your hand or use the raise your hand feature. Please identify yourself by your first and last name and your address for the record. After this introduction, please limit

your comments to three minutes. No action will be taken by the council on this matter. The mayor or council may request that staff place this matter on a future agenda or ask staff to address it during Item 10. Staff Reports. (No Council Action will be taken)

4. PLANNING

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| A. Conditional Use Permit for a Special Purpose Fence
Location: 25140 Glen Road
Applicant: Richard Jeidy and Virginia Bell | Planning Director Memo
Resolution 22-097 |
| B. Preliminary and Final Plat for "High Pointe Estates, 2 nd Addition
Location: Southeasterly extent of Charleston Circle
Applicant: Roy Lecy | Planning Director Memo
Resolution 22-098 |

5. GENERAL/NEW BUSINESS

- | | |
|--|--|
| A. Approve SLMPD Joint Power Agreement | Interim City Administrator Memo
Resolution 22-090 |
| B. Director of Public Works Job Description Discussion | City Clerk/HR Director Memo |
| C. Approve SCEC Landscaping Expenditure | Interim City Administrator Memo |

6. STAFF AND COUNCIL REPORTS

- | | |
|--|-------------------------------|
| A. Staff | |
| 1. Stream Restoration Project Update | City Engineer Memo |
| 2. Pavement Rating Methodology and Inventory | Director of Public Works Memo |
| B. Mayor and City Council | |

7. ADJOURN

**CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, SEPTEMBER 26, 2022**

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

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

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

A. Roll Call

Present. Mayor Labadie; Councilmembers Labadie, Gorham, and Callies.

Absent: Councilmembers Siakel and Johnson

B. Review Agenda

Callies moved, Gorham seconded, approving the agenda as presented. Motion passed 3/0.

2. PARK COMMISSIONER INTERVIEW

A. Patricia Levy

Patricia Levy introduced herself and shared information on her background, experience, and explained her interest in serving on the Park Commission.

The Council asked questions of Ms. Levy and explained some of the duties of the Park Commission, what kinds of recommendations they make to the City Council, details, events, and features within the various parks.

Mayor Labadie explained that the consideration of Ms. Levy's potential appointment to the Parks Commission is on the regular City Council meeting agenda for later this evening. She noted that someone from City Hall would call Ms. Levy in the morning and inform her of the Council's decision.

3. ADJOURN

Gorham moved, Callies seconded, Adjourning the City Council Work Session Meeting of September 26, 2022, at 6:29 P.M. Motion passed 3/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, SEPTEMBER 26, 2022**

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

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

PLEDGE OF ALLEGIANCE

A. Roll Call

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

Absent: None

B. Review Agenda

Councilmember Callies asked to remove item 2.F., the SLMPD Joint Powers Agreement, from the Consent Agenda and place it on the regular agenda.

Mayor Labadie suggested that it be added as item 8.C. under General New Business.

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

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

A. City Council Work Session Minutes of September 12, 2022

B. City Council Regular Meeting Minutes of September 12, 2022

C. Approval of the Verified Claims List

D. Approve New Retail Tobacco License – Shorewood Tobacco Corp. at 19905 State Hwy 7, Adopting RESOLUTION NO. 22-088, “A Resolution Approving a License to Sell Tobacco Products in the City of Shorewood to Shorewood Tobacco Corp.”

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- E. Approve Temporary Liquor License for Oktoberfest, Adopting RESOLUTION NO. 22-089, "A Resolution Approving a Temporary On-Sale Liquor License for Excelsior Brewing in Conjunction with Oktoberfest."**
- F. ~~Approve SLMPD Joint Power Agreement, Adopting RESOLUTION NO. 22-090~~, - (Removed from Consent Agenda and placed as item 8.C.)**
- G. Approve Agreement for 6070 Strawberry Lane, Adopting RESOLUTION NO. 22-091, "A Resolution Approving Agreement with the Property Owners of 6070 Strawberry Lane, City Project 19-05"**
- H. Accept Boba Tonka Bubble Tea Donation to Oktoberfest Event, Adopting RESOLUTION NO. 22-092, "A Resolution Accepting Donations to the City of Shorewood 2022 Oktoberfest."**

All in favor, motion passed.

3. MATTERS FROM THE FLOOR

Thomas Robb, 5940 Boulder Bridge Lane, explained that he was here representing the Boulder Bridge HOA regarding the roads in their community. He distributed some photographs for the Council and gave an overview of his past conversations with Public Works Director Brown and City Engineer Budde. He stated that while City Engineer Budde acknowledged that there were some large potholes that needed to be fixed, in general, the message he was given was that the Boulder Bridge roads were some of the best in the City, which he disagrees with. He stated that he has lived in this neighborhood for 20 years and can attest that the roads have degraded. He asked that the City include mill and overlay for Boulder Bridge in their CIP for next year.

Mayor Labadie thanked Mr. Robb for bringing this concern to the Council and asked Public Works Director Brown to address this issue during his staff report, later in the meeting.

Tom Lesser, 26245 Birch Bluff Road, explained that he was here to ask the Council to vote 'no' on approval of the design of the Birch Bluff Road project. He stated that the impact to the residents is incomplete and explained that the Council had not scheduled a follow-up town hall meeting for further communication and clarification of the project and had just been on a one-on-one basis with the City Engineer. He explained that earlier today he received an answer to one of his questions that just raised more questions and noted that he did not think there has been enough time to digest the answers. He stated that within the design, he and the neighbors saw that CenterPoint Energy is relocating the gas line from the street to the right-of-way which is in the root zone of many of the existing trees. He reiterated his request for the Council to vote 'no' until there has been further clarification on the design and exact details on what will be happening with the gas line.

Mayor Labadie asked City Engineer Budde to address these concerns during discussion of item 7 on the agenda.

4. REPORTS AND PRESENTATIONS

- A. Martin Scheerer and Dr. Nicholas Simpson, Hennepin County Emergency Management**

Martin Scheerer noted that they are from Hennepin County Emergency Medical Services (EMS) and not the County Emergency Management. He gave a brief presentation on what they do in Hennepin County EMS and the location of their service area. He explained that they cover fourteen cities including Minneapolis and the western suburbs. He reviewed call volume data and noted that in Shorewood, from January through June, there were one-hundred twenty-eight calls with the average response time being ten minutes and forty-eight seconds for a Code 3, and about eighteen minutes for Code 2 and noted that he feels there is room for improvement in their response times. He stated that from these calls, they ended up transporting about eighty-one people to the hospital. He explained the recent change in their hiring process which allows them to bring in EMTs and train them, on the job, to become paramedics. He stated that this program also requires them to give the County a guarantee of three years of services following their training. He reviewed their Talent Garden program where they take high school or college students that are brought into the hospital and are exposed to all the different areas within the healthcare system. He explained that through this program they are training people to become emergency medical responders. He shared examples from a 'typical' day in the life of a paramedic.

Dr. Nicholas Simpson gave an overview of their P3 specialized team that has access to ultrasound and additional medications that the other medics do not have. He stated that they are working on extending this so that all the medics will have the ability to have some diagnostic information like this prior to getting to the hospital. He reviewed some of the other things that they are doing to elevate the level of care such as the Tech Rescue Team and Special Response Teams.

Mr. Scheerer stated that the medical direction team is one of the best in the country. He explained that the very best people go through their program and they try to keep the best of the best. He noted that in an attempt to have more community engagement, they formed the EMS Advisory Work Group. He explained that the City should have received their brand new newsletter last month and noted that one of his goals was to have better communication with the cities. He stated that even though they are a County organization he asked that the City consider them one of their own, such as a police or fire department, and encouraged them to reach out if they have questions or concerns.

Councilmember Callies stated that when people call 911, it does not appear as though they have a choice as to who will respond.

Dr. Simpson confirmed that was correct and, in general, there is not a choice because it is simply based on geography. He stated that they do sometimes see that those lines are crossed if someone else is really busy but it is primarily determined by your address. He explained that they just wanted to be available to the City to answer questions or get input on ways they can improve service to the residents.

Mr. Scheerer noted that he believes the dividing line in Shorewood is Country Club Road so the western portion of the City is covered by Ridgeview Ambulance and Hennepin County covers the eastern portion. He explained that the entire State is divided into Primary Services Areas (PSA).

Councilmember Gorham stated that the data presented showed that in the same time period the calls for Shorewood moved from one-hundred in 2021 to one-hundred twenty-eight in 2022 and asked if that was just a change in data or if it was a dangerous trend.

Ms. Scheerer stated that it is a trend and explained that they are seeing about a thirty-five percent increase in call volume throughout the system.

Dr. Simpson stated that they certainly saw a dip in 2019-2020 with COVID because a lot of people were staying home and many people, if they needed help, still chose not to call for help because they were afraid to go into the hospital. He stated that he thinks because of this there were a number of medical and mental health issues that were left unattended and believes that some of this call volume may be just catching up. He noted that this is not just a local trend and the increase is happening nationwide.

Councilmember Gorham asked if the call volumes were larger than pre-COVID data.

Mr. Scheerer stated that it is a bit higher than pre-COVID data.

Mayor Labadie thanked Mr. Scheerer and Dr. Simpson for their report.

5. PARKS

- A.** Report by Commissioner Hirner on the September 13, 2022 Park Commission Meeting.

Planning Director Darling stated that Commissioner Hirner was not in attendance tonight.

Mayor Labadie noted that the minutes from the last Park Commission meeting had been included in the packet.

Councilmember Johnson noted that he attended as the Council Liaison and noted that the Park Commission received their first presentation regarding the Integrated Pest Management Plan.

6. PLANNING

- A.** Report by Commissioner Eggenberger on September 20, 2022 Planning Commission Meeting

Planning Commissioner Eggenberger gave an overview of the discussion and action taken at the September 20, 2022 Planning Commission meeting.

7. ENGINEERING/PUBLIC WORKS

- A.** Approve Final Plans and Specifications and Authorize Advertisement for Bids for Birch Bluff Street, City Project 21-01

City Engineer Budde stated that on June 13, 2021, the Council authorized the preparation of the Final Plans and Specifications for the Birch Bluff Road Street and Utility Improvement project, which included watermain and storm sewer improvements. He stated that the City has gone through a series of open houses and public engagement with residents and neighbors in the area. He stated that the project details include: roadway width of twenty-six feet; on street parking allowed on the south side of Birch Bluff Road; speed limit to remain at 25MPH; the curve designed for 15 MPH; Lee Circle cul-de-sac increased to an eighty foot diameter; all stops signs to remain; no sidewalk or trail; eight inch watermain construction; four specific parcels remaining on Tonka

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Bay municipal water; utilize fire lands for storm sewer discharge to Lake Minnetonka; and pursue ponding associated with drainage and utility easement at 26045 Birch Bluff Road. He stated that they are still in the process of requiring easements, right-of-entries, and completing the appraisal of where the stormwater pond would be located in addition to continuing to meet with residents to discuss any other concerns they may have. He stated that if the Council elected to approve this and move forward, they would open bids and be back for final action from the Council at the November 14, 2022 City Council meeting, with tree removal happening throughout the winter months. He stated that he would expect minor utility relocations to happen in the spring and the major street reconstruction to happen in June through November. He explained that with regard to the utility relocation that was referenced during Matters from the Floor, the City has been coordinating with all the small utilities that are in there and explained that they are permitted through the City's ordinances and are allowed to be within the right-of-way. He explained that many times the utility companies do not even start their design until the City has actually approved the project and when they do, the plans will be submitted to the City and will be reviewed and approved through the City permitting process which gives them some control. He noted that his expectation is that they will directionally drill their new lines which is relatively minorly invasive which should mean that there will just be minor impacts to the trees. He stated that this has been included in the City's budget plans and staff recommends approval and authorization to advertise for bids.

Councilmember Gorham asked about the radius design at Birch Bluff and Grant Lorenz in its current form.

City Engineer Budde stated that he believes it is either 20 or 25 MPH. He explained that the existing pavement encroaches onto the Lesser's property. He stated that they are trying to reduce the radius so it will no longer encroach on their property and will also help slow traffic.

Mayor Labadie thanked City Engineer Budde for his efforts to hold meetings and communicate with residents. She stated that the road was staked last week and feels that may have cleared up a lot of confusion about the actual parameters of the project.

Councilmember Gorham stated that he thinks there are a lot of nice things about this proposed project, but explained that he wished it were a 24 foot wide street and not 26 feet. He stated that there is a lot of charm along this street and loves driving down it and feels that there is a big difference between 22 feet and 26 feet.

Councilmember Siakel noted that most of the road is not 22 feet wide and it actually varies between 22 and 25 feet so for most people, there will be a very minimal impact. She stated that she has not heard complaints about the width of the street. She stated that she thinks City Engineer Budde has done a phenomenal job communicating and working with the residents. She stated that there are a number of residents along the road that want updated infrastructure, including water and noted that this project has been planned for a long time and explained that she was in full support of it.

Councilmember Johnson asked about parking and asked if his assumption was correct that if the road width was under 26 feet there would be no on-street parking.

City Engineer Budde answered that would be typical practice, but there are some exceptions, for example, Glen/Amlee which is only 24 feet wide and allows for parking on one side of the street.

Councilmember Gorham stated that there is not a hard and fast rule about not allowing parking at streets narrower than 26 feet and noted that he thinks that the City could still provide the infrastructure Councilmember Siakel referred to without increasing to 26 feet wide.

Mayor Labadie stated that twenty-fix feet is the recommended width according to the State Fire Standards and code and explained that she would not be comfortable going against those recommendations. She stated that she wants to do this road right which would include following the State Fire Code recommendation.

Councilmember Callies stated that she agreed and would error on the side of safety in this situation. She stated that parking is a challenge in this area and while she understands that trees are a concern, as City Engineer Budde has outlined, there have been some steps taken to try to reduce those impacts and she is in favor of approving this project.

Councilmember Gorham stated that the City did not create an 'unsafe' condition with 22 foot wide streets.

Councilmember Siakel reiterated that a portion of the road is already 26 feet wide and there were just a few individuals speaking up tonight. She noted that these individuals do not represent the entire street or neighborhood, but just a portion.

Siakel moved, Callies seconded, Adopting RESOLUTION NO. 22-093, "A Resolution Approving the Plans and Specifications for the Birch Bluff Road Reconstruction Project and Authorizing Advertisement for Bidding, City Project 21-01." Motion passed 4-1 (Gorham opposed).

8. GENERAL/NEW BUSINESS

A. Approve Appointment of Park Commissioner

Interim City Administrator Shukle stated that Patricia Levy attended an interview during the Council Work Session prior to this meeting.

Mayor Labadie explained that she and Councilmembers Callies and Gorham were present for the interview and noted that she felt that Ms. Levy would be a wonderful addition to the Park Commission.

Councilmember Gorham stated that he agreed and he felt she brought a lot of energy and fresh ideas.

Callies moved, Labadie seconded, Adopting RESOLUTION NO. 22-094, "A Resolution Making an Appointment to The Shorewood Park Commission." All in favor, motion passed.

Mayor Labadie stated that she would like to reverse the order of the remaining agenda items since Police Chief Tholen was present.

B. Approve SLMPD Joint Power Agreement (JPA), Adopting RESOLUTION NO. 22-090 (Moved from the Consent Agenda, and Formerly item 8.C.)

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Councilmember Callies stated that she asked for this to be removed from the Consent Agenda because she wanted the Council to have more discussion on this item. She asked about Section 7, Subd 1, that references that the Committee funds may be expended by the Committee. She asked how this would affect day to day operations because she assumed the Coordinating Committee did not get down to how Chief Tholen runs the department on a day- to- day basis. She stated that she did not think the internal operation details were very clearly stated because this document almost makes it seem like the Coordinating Committee has to agree on every check that is written.

Chief Brian Tholen, SLMPD, explained that he does handle the day-to-day operations and whenever he has a question, he brings them up to the mayor or the specific city it may affect.

Mayor Labadie stated that there has been a slight change in the check writing policy.

Chief Tholen stated that was correct and explained that initially the Chair of the Coordinating Committee would have to sign every check which caused a delay. He explained that the Coordinating Committee decided to have two signatures necessary, himself, and his administrator, so he can review every bill and every check that goes out the door, without a delay.

Councilmember Callies noted that procedure was not really spelled out within the JPA. She referenced Subd. 2 which refers to Exhibit 1, however there appears to only be an Exhibit A. She asked where things were in the process of approving the JPA.

Mayor Labadie stated that she knew that Greenwood has already approved the JPA.

Chief Tholen stated that the goal is to have this completed by the end of 2022.

Mayor Labadie suggested that if there are concerns raised about the JPA, she could bring them to the next Coordinating Committee meeting for discussion.

Councilmember Siakel asked if City Attorney Shepherd had already reviewed this document.

City Attorney Shepherd stated that he had not reviewed it prior to it being in the agenda packet.

Councilmember Siakel asked if the changes to the JPA were intended to be housekeeping matters.

Chief Tholen explained that this was already in process before he came on board, but believes the idea was to remove language that was not necessary and streamline how the operation of the SLMPD is actually working.

Councilmember Callies stated that she felt there should have been a bit more time to look through it before it is placed on something like the Consent Agenda for approval, but noted that she believes the entire Council is in favor of having a JPA.

Mayor Labadie stated that if the Council felt they needed more time to review the JPA, it can always be placed on a future agenda and suggested the October 11, 2022 meeting. She noted that the Coordinating Committee meeting is on October 12, 2022 so if there were any concerns raised at the Council meeting, she could bring those to the Committee a few days later.

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Councilmember Callies continued with her questions about the JPA related to Section 10 and the change in notice from twenty months down to eight months.

Mayor Labadie stated that during discussion at the Coordinating Committee, it was felt that twenty months was too long a time.

Chief Tholen stated that there were also concerns about budgeting, so this would allow them to be able to budget quicker if a city decided to leave.

Councilmember Callies asked about Sub. Para. C, Subd. 1.c. and noted that it appears that something may have been left out or was written poorly. She referenced Section 10, Subd. 3, and noted that she feels it would probably be under Section 9, not Section 10. She stated that Exhibit A had such small print that she was not able to read it, but Interim City Administrator Shukle had provided her with a larger print-out. She asked for an overview of the reallocation and if her understanding was correct that it would be done very five years.

Mayor Labadie stated that she had noted all the comments outlined by Councilmember Callies. She encouraged the Council to take a look at the JPA and plan to bring it back to the next meeting for discussion prior to the Coordinating Committee meeting.

Labadie moved, Siakel seconded, tabling discussion of the SLMPD Joint Powers Agreement resolution and bring it back to the October 11, 2022 City Council meeting. All in favor, motion passed.

Mayor Labadie noted that if the Council discovered any other items such as Councilmember Callies brought up, that they are communicated to Interim City Administrator Shukle or City Attorney Shepherd prior to the Council meeting.

C. Utility Rates Review – (Formerly item 8B)

Finance Director Rigdon stated that the City has put together a 10-year Capital Improvement Plan as well as a 5-year street reconstruction plan. He stated that when they began this analysis a few years ago, they found that there were some significant shortfalls in their projections. He stated that the City then built in some rate increases over the last few years to address the shortfall. He reviewed the proposed annual increases in utility rates and the cash for operations for the Water Fund. He noted that the cash for the Water Fund has been negative over the last several years and explained that there is a similar situation within the Sewer Fund. He reviewed budget details and explained that the cash being drawn down is directly occurring because of the Met Council bill for waste water service which has shot up rapidly over the past few years. He stated that there is some operating income in the Storm Water Management Fund, but noted that the cash in this fund has also been decreasing. He stated that for the long term, the City needs to have some income coming in and explained that staff is recommending approval of the new utility rates, as outlined.

Councilmember Gorham asked what a 'normal' rate increase would be after this 5 year program has been completed.

Finance Director Rigdon stated that historically it would be in the 3% range, but with inflation is currently higher than that.

Councilmember Gorham stated that inflation right now is somewhere between 9-11% and asked if that meant the City would adjust to that for next year.

Finance Director Rigdon explained that the City would want to closely review this every year.

Councilmember Siakel stated that she thinks the City's current rates are really a bargain and noted that she did not think anything that Finance Director Rigdon was suggesting for the rate increases was out of line.

Councilmember Callies stated that she agreed that these adjustments do not appear to be out of line and thanked Finance Director Rigdon for laying the information out the way he has because she felt it was a very good explanation. She noted that she agreed that the City should review this information periodically in order to ensure that the fund correctly balances.

Siakel moved, Johnson seconded, Adopting ORDINANCE NO. 593, "An Ordinance Titled "Utility Service Charges". All in favor, motion passed.

9. STAFF AND COUNCIL REPORTS

A. Administrator and Staff

1. Tree Sale update

Mayor Labadie noted that a memo from Communications and Recycling Coordinator Moore was included in the packet which thanked Wade Woodward for his assistance during the tree sale. She noted that she would also like to recognize Communications and Recycling Coordinator Moore because she also put a lot of work into the tree sale.

Other

Public Works Director Brown stated last week Ryan Brandt started as a Light Equipment Operator and today Todd Roden also began training and noted that this is the first time the department has been up to full staffing in quite a while. He explained that he can also address the questions that had been raised during Matters from the Floor by Mr. Robb related to the condition of Boulder Bridge roadways. He explained that both he and City Engineer Budde had met with Mr. Robb out in the field and while portions of the roadways were aesthetically displeasing, they are superficial and not structural. He stated that he went back and took a look at the ratings and they are rated as a seven out of ten, which is where pavement spends most of their 'lives'. He explained that a seven rating means that the roadways have some blemishes and cracks, but not large areas of 'alligating'. He noted that there is a small section of alligating in the photos submitted by Mr. Robb, but overall, the roadways are structurally performing well, despite their age. He stated that when the City began the Pacer rating program, the goal was to try to keep all roadways above a four, which they have been able to do. He stated that over the past two to three years, the City has put a great deal of effort into the mill and overlay program, however, it is based on the funding that is available. He explained that they have tried to aggregate the funds into a two-year program, which means mill and overlay was done this year and would not be done in 2023. He stated that the plans for the 2025 mill and overlay program are already full and do not include the Boulder Bridge roadways. He understands that there is frustration there, but the City is limited by the funds and are doing their best to follow the Pacer rating program objectively. He stated that Boulder Bridge is slated for patching and noted that he has spoken with City Engineer Budde

about sealcoating which could buy a bit more time to get more life out of the pavement before additional restoration is needed, however that was discontinued under former City Administrator Lerud. He explained that former City Administrator Lerud believed that sealcoating was essentially painting over the problems, but some still feel that sealcoating can be worthwhile. He stated that he does not think Boulder Bridge roadways will meet the current criteria for the 2025 program, but he and City Engineer Budde have discussed whether there is any way they can come up with funds and do a major patch and sealcoat of that area to try to buy some time.

Councilmember Siakel stated that she thinks this comes back to the Council because there need to be some standards and a schedule that they stick to. She stated that she thinks the City has gotten into the situation where they get beaten down by the public or people come in and want something a certain way so the City gets away from their planned calendar. She stated that she feels strongly that there have to be standards and the City has to stick to the calendar, regardless of who is coming before the Council. She stated that she thinks it will get more difficult in neighborhoods along the west side because these are neighborhoods that have been there a long time. She stated that the Council needs to balance resident needs with being good financial stewards. She stated that the standards and how they are followed should be consistent, the residents should be treated consistently, and feels that the City seems to be moving away from this piecemeal approach.

Mayor Labadie asked when Public Works Director Brown had met in the field with the Boulder Bridge residents.

Public Works Director Brown stated that it was about three months ago.

Mayor Labadie asked how often the Paser ratings are reviewed.

Public Works Director Brown explained that he typically does the ratings every year, in the late fall.

Mayor Labadie stated that she agreed with Councilmember Siakel that the City needs some sort of standard, but she felt that the Paser system already provides that standard. She stated that this is reviewed annually and likes how the City does the major constructions/reconstructions one year and then the mill and overlays the following year.

Public Works Director Brown stated that Boulder Bridge has been slated for some hot patching.

Mayor Labadie asked that the City notify the neighbors when the patching has been completed and perhaps put together information explaining to residents about the Paser system and how the City uses it.

Public Works Director Brown noted that the City has begun the watermain flushing a bit earlier than normal.

City Engineer Budde reminded the Council that the contractor will be out doing some of the mill and overlay on the Christmas Lake Lane area within the next week or two, which is a bit behind schedule.

Planning Director Darling stated that the two items that were presented this evening by Planning Commissioner Eggenberger will be in front of the Council at their October 11, 2022 City Council

meeting. She noted that she will be sending out letters to residents involved, because the Planning Commission had referenced the City Council meeting would be on October 10, 2022, however that is Columbus Day and the City Council meeting will be held on Tuesday, October 11, 2022.

City Attorney Shepherd stated that following up on the discussion with the City Prosecutor at the last meeting, there will be a disposition report that will come from Hennepin County. He explained that this report is created three weeks after the end of the month and the City Prosecutor will also provide a listing of the number and type of appearances for the Council along with that report.

Interim City Administrator Shukle explained that there were 13 candidates for the Park and Recreation Director position and they have interviewed eight of them. He noted that they have narrowed the candidates down to four and explained that the Personnel Committee will take part in interviewing those four candidates later this week. He noted that there will be a Special City Council meeting held on September 27, 2022 to discuss the City Administrator search.

B. Mayor and City Council

Councilmember Callies stated that she had been out walking near the Smithtown Ponds project and really liked the signage because it contains a good explanation of what is coming. She noted that she feels like it is going to be a really beautiful project when it is completed, but noted that the sidewalks in that area have a lot of weeds and vegetation in them.

Public Works Director Brown stated that the weather lately has been favorable for weed growth. He stated that normally they would apply a chemical to the weed growth, but as the Council is aware, the City is holding off until the Integrated Pest Management Plan has been approved.

Councilmember Callies stated that her understanding is not that the City will accept the completed report 'as is'. She stated that she thought that the City would take a look at it and decide how they want to proceed and thinks the resolution should be amended to take into consideration some of these issues, so it is not an all or nothing proposition. She stated that there were areas in the report that were not noticed, such as the area near the water tower on the east side that was planted a few years ago with natural plantings such as milk weed. She stated that at the Park Commission meeting there the idea that the meeting was not terribly well publicized and believes that there was going to be some more outreach to ensure people know about these ongoing discussions.

Public Works Director Brown stated that the last phase of the report is due in March of 2023. He stated that this issue will require a fair amount of public input and public education, so it will need to be well advertised. He stated that Councilmember Callie's point is well taken regarding this time of suspension of applying any chemicals because that means that the City is suffering some setbacks in infrastructure and noted that the parks would definitely take a hit. He stated that this will need to be a cultural shift and the City and residents will have to have a higher tolerance for weeds. He stated that during this suspension, the City will be taking a few steps backwards, but agreed that areas like the sidewalk she mentioned will begin to degrade the City's infrastructure.

Councilmember Callies stated that she feels what he is referencing is a policy decision and she does not recall that the Council made that kind of decision that the City was just going to suspend everything until this report is completed. She stated that she did not think the Council had agreed on what the cultural shift would actually be.

Councilmember Siakel stated that she feels this is another example of something that has gotten completely unbalanced. She explained that she feels that there was great intention when the whole Bee Pollinator thing came through, but to Councilmember Callies point, not having it be an all or nothing approach would be a much better place to be. She stated that she feels the City can say, yes, we are the first City to do this, but is clearly needs some revamping. She stated that she feels this has ended up weaponizing certain people in the public to attack people and make it a polarizing issue. She stated that she does not think the Council had asked the question about what would happen in the interim time period. She agreed with Councilmember Callies that there could be a better balance within that resolution and it may be a good idea to amend it for that policy.

Mayor Labadie explained that she did not disagree, but thinks the Council did give the order to halt pesticide applications until the Integrated Pest Management study was completed. She noted that when the Council gave that order, she does not think they anticipated that it would take this long to complete the various phases of the study.

Councilmember Callies stated that they can review the minutes to see if the Council actually made that decision and reiterated that she did not recall ordering the Public Works Department to not do anything at all.

Councilmember Siakel noted that she did not think staff has done anything wrong and stated that it may just be an unintended and unforeseen consequence to these discussions. She stated that she fully expects the pendulum to swing the other way and for the City to start getting complaints from people about the weeds and questions about why the City was not keeping up with the maintenance in the parks. She stated that she feels Councilmember Callies said it perfectly that there just needs to be a balance between nothing and everything and feels that amending the resolution may be a good idea.

Public Works Director Brown stated that he does not believe there was a statement made from the Council with the direction to not apply any chemicals but that it fell back to the resolution that was passed for the Bee-Safe situation. He explained that declared that the City would not use certain types of chemicals or systematic pesticides which is where the prohibition comes into play.

Councilmember Callies noted that she did not think the definition was clear and noted that she went back and took a look at the minutes from 2014 and when the Council was discussing it at the time, it never said that the City would never use systemic pesticides anywhere.

Councilmember Gorham stated that he also did not think the City was stopping 'cold turkey'.

Councilmember Siakel stated that she understood why staff would have thought that they should stop "cold turkey", because there were people coming asking for data requests and screaming about purchases that were quite nasty. She stated that if it had been her, she would have stopped "cold turkey" after those actions.

Mayor Labadie stated that the argument was made that any type of pesticide was in violation of that resolution.

Councilmember Callies reiterated that she feels that the Council needs to revisit this issue and consider amending the resolution sooner than just waiting for the final phase of the report. She

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 26, 2022
Page 13 of 14

stated that she would like to at least see a minor amendment to the language to reduce the amount of chemicals rather than 'abstain' from them.

Mayor Labadie asked City Attorney Shepherd to weigh in on this discussion.

City Attorney Shepherd stated that the Council could direct staff to bring forward an amended resolution that would be slightly more permissive, not a full prohibition, and clarify that the City was in the process of examining the use of organic material and pollinator friendly treatments.

Planning Director Darling noted that Phase One and Phase Two of the Integrated Pest Management Plan will come to a Council Work Session on October 24, 2022 and noted that the consultants will be present at the meeting as well.

Public Works Director Brown stated that Phase Two of the study is what he considers the 'meat and potatoes' of the document because it outlines more of the practices and the actual costs. He stated that staff can also take a look at the language of the resolution for further discussion at the Work Session as well.

Planning Director Darling noted that she believes this Work Session discussion will need to have at least two hours set aside to allow for detailed discussion.

Councilmember Siakel suggested that be scheduled for a separate date because if the discussion was going to take that long, that would make for a very long night in addition to the regular City Council meeting.

Councilmember Callies stated that she would agree that this would be a lot to schedule in addition to a regular City Council meeting. She noted that she wishes that the study would have been completed prior to the City passing the resolution so they knew what they would be getting into.

Councilmember Siakel reiterated that she feels there needs to be a conversation about balance and would like to see some representation during the discussions from some of the sporting leagues so they know that this is going on and make sure they know that they can voice their opinions.

Public Works Director Brown stated that he had been talking to them weekly and agreed that they do have concerns.

Mayor Labadie stated that from the grumbling she has heard, she believes the sports organizations are disappointed with the condition of the City's fields.

Councilmember Siakel stated that she was unaware of that sentiment because they had not contacted the City Council.

Public Works Director Brown stated that staff will do their best to ensure that the sporting leagues are at the table for these discussions because in some areas, such as the warning tracks, weeds can cause a safety issue.

Mayor Labadie stated that the fields will continue to decline unless the City does something and she thinks the sports organizations will pull out of the City parks and find somewhere else to go, if they are unhappy, which she does not think the City wants. She reminded the Council that

**CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
SEPTEMBER 26, 2022
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October 1, 2022 from 5:30 to 7:30 p.m. there will be the Oktoberfest Celebration at the Shorewood Community and Event Center and October 6, 2022 will be the Open House at the Public Safety building from 5:00 p.m. to 8:00 p.m.

10. ADJOURN

Johnson moved, Siakel seconded, Adjourning the City Council Regular Meeting of September 26, 2022, at 8:57 P.M. All in favor, motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL SPECIAL WORK SESSION MEETING
TUESDAY, SEPTEMBER 27, 2022

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

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 6:01 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers: Siakel, Gorham, and Callies; Interim City Administrator Shukle; and Patty Heminover, BakerTilly.

Absent: Councilmember Johnson.

B. Review Agenda

Siakel moved, Gorham seconded, to approve the agenda as presented. Motion passed 4/0.

Mayor Labadie explained the purpose of the work session which is to conduct a second interview with Jesse Dickson, for the position of City Administrator.

Mayor Labadie thanked Mr. Dickson for being here. Interim City Administrator Shukle asked questions from a list of agreed upon questions as developed by Baker/Tilly and the City Council. Upon completion of the interview with Mr. Dickson, the City Council discussed this interview and the direction the Council would like to take. The Council discussed the idea of re-posting the position through BakerTilly. Ms. Heminover explained that there would not be an additional cost to do so since the position has been advertised as "open until filled." The Council consensus was to re-post the position with an application deadline of October 14, 2022, again advertising the position as "open until filled." Ms. Heminover also suggested increasing the salary range resulting in the top salary being \$155,000 annually. Council consensus was to accept Ms. Heminover's recommendation. Suggested interview dates are October 25, 26 or 27. Ms. Heminover will work to get an acceptable number of candidates scheduled for one of those dates.

ADJOURN

Gorham moved, Siakel seconded, Adjourning the City Council Work Session Meeting of September 27, 2022, at 7:32 P.M. Motion passed 4/0.

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: October 11, 2022

Prepared by: Michelle Nguyen, Senior Accountant
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.

67640 - 67673 & ACH	824,741.54
Total Claims	\$824,741.54

We have also included a payroll summary for the payroll period ending **September 25, 2022**.

Financial or Budget Considerations:

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

Options:

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

Recommendation / Action Requested:

Staff recommends approval of the claims list as presented.

Next Steps and Timelines:

Checks will be distributed following approval.

Payroll

G/L Distribution Report

User: mnguyen

Batch: 00002.09.2022 - PR-09-26-2022

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	59,172.55	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	8,567.10	0.00	FULL-TIME REGULAR
101-13-4103-0000	748.80	0.00	PART-TIME
101-13-4121-0000	698.64	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	703.68	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	1,684.87	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	63.44	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,617.92	0.00	FULL-TIME REGULAR
101-15-4121-0000	421.35	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	432.28	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	641.58	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	26.01	0.00	WORKERS COMPENSATION
101-18-4101-0000	8,319.45	0.00	FULL-TIME REGULAR
101-18-4103-0000	167.25	0.00	PART-TIME
101-18-4121-0000	636.51	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	583.37	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,416.57	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	41.98	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,675.85	0.00	FULL-TIME REGULAR
101-24-4121-0000	275.69	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	285.50	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	748.24	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	12.35	0.00	WORKERS COMPENSATION
101-32-4101-0000	11,358.72	0.00	FULL-TIME REGULAR
101-32-4102-0000	636.17	0.00	OVERTIME
101-32-4121-0000	899.63	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	924.29	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,208.74	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	816.55	0.00	WORKERS COMPENSATION
101-33-4101-0000	94.15	0.00	FULL-TIME REGULAR
101-33-4121-0000	7.06	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	16.87	0.00	FICA CONTRIB - CITY SHARE

Account Number	Debit Amount	Credit Amount	Description
101-33-4131-0000	179.68	0.00	EMPLOYEE INSURANCE - CITY
101-33-4151-0000	12.31	0.00	WORKERS COMPENSATION
101-52-4101-0000	2,223.42	0.00	FULL-TIME REGULAR
101-52-4121-0000	166.76	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	153.39	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	122.49	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	123.46	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,327.46	0.00	FULL-TIME REGULAR
101-53-4121-0000	99.56	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	102.88	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	17.50	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	65.08	0.00	WORKERS COMPENSATION
FUND Total:	59,172.55	59,172.55	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	3,043.90	CASH AND INVESTMENTS
201-00-4101-0000	1,798.69	0.00	FULL-TIME REGULAR
201-00-4102-0000	115.50	0.00	OVERTIME
201-00-4103-0000	618.29	0.00	PART-TIME
201-00-4121-0000	181.28	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	195.74	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	26.24	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	108.16	0.00	WORKERS COMPENSATION
FUND Total:	3,043.90	3,043.90	
FUND 601	Water Utility		
601-00-1010-0000	0.00	14,596.20	CASH AND INVESTMENTS
601-00-4101-0000	10,334.78	0.00	FULL-TIME REGULAR
601-00-4102-0000	689.51	0.00	OVERTIME
601-00-4105-0000	210.60	0.00	WATER PAGER PAY
601-00-4121-0000	842.63	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	787.60	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,338.03	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	393.05	0.00	WORKERS COMPENSATION
FUND Total:	14,596.20	14,596.20	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	8,626.71	CASH AND INVESTMENTS
611-00-4101-0000	5,986.62	0.00	FULL-TIME REGULAR
611-00-4102-0000	197.44	0.00	OVERTIME
611-00-4105-0000	210.60	0.00	SEWER PAGER PAY
611-00-4121-0000	479.60	0.00	PERA CONTRIB - CITY SHARE

Account Number	Debit Amount	Credit Amount	Description
611-00-4122-0000	484.14	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,089.36	0.00	EMPLOYEE INSURANCE - CITY
611-00-4151-0000	178.95	0.00	WORKERS COMPENSATION
FUND Total:	8,626.71	8,626.71	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	559.14	CASH AND INVESTMENTS
621-00-4101-0000	409.60	0.00	FULL-TIME REGULAR
621-00-4121-0000	30.73	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	31.43	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	85.12	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	2.26	0.00	WORKERS COMPENSATION
FUND Total:	559.14	559.14	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	2,558.10	CASH AND INVESTMENTS
631-00-4101-0000	1,914.46	0.00	FULL-TIME REGULAR
631-00-4121-0000	143.57	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	149.67	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	283.18	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	67.22	0.00	WORKERS COMPENSATION
FUND Total:	2,558.10	2,558.10	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	88,556.60	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	41,819.27	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	9,801.87	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	6,171.12	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	2,658.76	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	9,964.30	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	9,114.94	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	5,263.29	DEFERRED COMPENSATION
700-00-2177-0000	0.00	1,910.82	WORKERS COMPENSATION
700-00-2179-0000	0.00	183.33	SEC 125 DEP CARE REIMB PAYABLE
700-00-2183-0000	0.00	638.00	HEALTH SAVINGS ACCOUNT
700-00-2184-0000	0.00	826.90	DENTAL DELTA
700-00-2185-0000	0.00	204.00	DENTAL - UNION
FUND Total:	88,556.60	88,556.60	

Account Number	Debit Amount	Credit Amount	Description
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Report Total:	177,113.20	177,113.20	

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 09/26/2022 - 1:03PM
 Batch: 00004.09.2022 - PR-09-26-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UN			Check Sequence: 1	ACH Enabled: True
September-2022	PR Batch 00002.09.2022 Dental - Union	204.00	09/26/2022	700-00-2185-0000	PR Batch 00002.09.2022 Dental - Union
	Check Total:	204.00			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 2	ACH Enabled: True
PR-09-26-2022	PR Batch 00002.09.2022 Federal Income Tax	6,171.12	09/26/2022	700-00-2172-0000	PR Batch 00002.09.2022 Federal Income T
PR-09-26-2022	PR Batch 00002.09.2022 FICA Employee Portio	4,037.83	09/26/2022	700-00-2174-0000	PR Batch 00002.09.2022 FICA Employee I
PR-09-26-2022	PR Batch 00002.09.2022 FICA Employer Portio	4,037.83	09/26/2022	700-00-2174-0000	PR Batch 00002.09.2022 FICA Employer I
PR-09-26-2022	PR Batch 00002.09.2022 Medicare Employee Pc	944.32	09/26/2022	700-00-2174-0000	PR Batch 00002.09.2022 Medicare Emplo
PR-09-26-2022	PR Batch 00002.09.2022 Medicare Employer Po	944.32	09/26/2022	700-00-2174-0000	PR Batch 00002.09.2022 Medicare Emplo
	Check Total:	16,135.42			
Vendor: 6	HEALTH PARTNERS-MEDICAL			Check Sequence: 3	ACH Enabled: True
September-2022	PR Batch 00002.09.2022 Health Insurance-HSA	5,476.33	09/26/2022	700-00-2171-0000	PR Batch 00002.09.2022 Health Insurance
September-2022	PR Batch 00002.09.2022 Health Ins - CoPay-2	4,325.54	09/26/2022	700-00-2171-0000	PR Batch 00002.09.2022 Health Ins - CoPa
	Check Total:	9,801.87			
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 4	ACH Enabled: True
September-2022	PR Batch 00002.09.2022 Dental - Non Union	826.90	09/26/2022	700-00-2184-0000	PR Batch 00002.09.2022 Dental - Non Uni
September-2022	PR Batch 00002.09.2022 Dental --COBRA	45.94	09/26/2022	700-00-2184-0000	PR Batch 00002.09.2022 Dental - Non Uni
	Check Total:	872.84			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 5	ACH Enabled: True
PR-09-26-2022	PR Batch 00002.09.2022 Deferred Comp-ICMA	2,955.13	09/26/2022	700-00-2176-0000	PR Batch 00002.09.2022 Deferred Comp-I
PR-09-26-2022	PR Batch 00002.09.2022 Deferred Comp-ICMA	83.16	09/26/2022	700-00-2176-0000	PR Batch 00002.09.2022 Deferred Comp-I
	Check Total:	3,038.29			
Vendor: 498	RYAN JOHANNSSEN			Check Sequence: 6	ACH Enabled: False
6070StrawberryL	Acquisition of Roadway Easement for 6070 Stra	20,250.00	09/26/2022	409-00-4680-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	20,250.00			
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 7	ACH Enabled: True
October-2021	Newsletter Postages	592.60	09/26/2022	101-13-4208-0000	
October-2021	Newsletter Svc	457.20	09/26/2022	101-13-4400-0000	
	Check Total:	1,049.80			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 8	ACH Enabled: True
PR-09-26-2022	PR Batch 00002.09.2022 State Income Tax	2,658.76	09/26/2022	700-00-2173-0000	PR Batch 00002.09.2022 State Income Tax
	Check Total:	2,658.76			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 9	ACH Enabled: True
PR-09-26-2022	PR Batch 00002.09.2022 Deferred Comp-MSRS	2,225.00	09/26/2022	700-00-2176-0000	PR Batch 00002.09.2022 Deferred Comp-MSRS
	Check Total:	2,225.00			
Vendor: 665	OPTUM BANK			Check Sequence: 10	ACH Enabled: True
PR-09-26-2022	PR Batch 00002.09.2022 HSA-OPTUM BANK	638.00	09/26/2022	700-00-2183-0000	PR Batch 00002.09.2022 HSA-OPTUM BANK
	Check Total:	638.00			
Vendor: 9	PERA			Check Sequence: 11	ACH Enabled: True
PR-09-26-2022	PR Batch 00002.09.2022 MN-PERA Deduction	4,231.93	09/26/2022	700-00-2175-0000	PR Batch 00002.09.2022 MN-PERA Deduction
PR-09-26-2022	PR Batch 00002.09.2022 MN PERA Benefit Em	4,883.01	09/26/2022	700-00-2175-0000	PR Batch 00002.09.2022 MN PERA Benefit Em
	Check Total:	9,114.94			
	Total for Check Run:	65,988.92			
	Total of Number of Checks:	11			

Accounts Payable

Computer Check Proof List by Vendor

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Printed: 10/03/2022 - 1:29PM
Batch: 00001.10.2022 - 10-03-2022-Midwest Mailing



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 1	ACH Enabled: True
79665	Newsletter Postages	1.28	10/03/2022	101-13-4208-0000	
79681	Utility-Postage	393.87	10/03/2022	601-00-4208-0000	
79681	Utility-Svc	91.31	10/03/2022	601-00-4400-0000	
79681	Utility-Postage	393.87	10/03/2022	611-00-4208-0000	
79681	Utility-Svc	91.31	10/03/2022	611-00-4400-0000	
79681	Utility-Postage	393.87	10/03/2022	621-00-4208-0000	
79681	Utility-Svc	91.31	10/03/2022	621-00-4400-0000	
79681	Utility-Svc	91.31	10/03/2022	631-00-4400-0000	
79681	Utility-Postage	393.85	10/03/2022	631-00-4208-0000	
	Check Total:	1,941.98			
	Total for Check Run:	1,941.98			
	Total of Number of Checks:	1			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
Printed: 10/05/2022 - 2:59PM
Batch: 00002.10.2022 - AP-10-11-2022



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 104	ADAM'S PEST CONTROL INC			Check Sequence: 1	ACH Enabled: True
3530766	Building Inspection-Shorewood	87.85	10/11/2022	101-19-4400-0000	
3532923	Building Inspection-Southshore	73.90	10/11/2022	201-00-4400-0000	
	Check Total:	161.75			
Vendor: 105	ADVANCED IMAGING SOLUTIONS			Check Sequence: 2	ACH Enabled: True
INV288309	Konica Minolta/C658 Copier	39.00	10/11/2022	101-19-4221-0000	
	Check Total:	39.00			
Vendor: 107	ALLIED BLACKTOP COMPANY			Check Sequence: 3	ACH Enabled: False
8858	Otta Seal Gravel Roads	85,900.00	10/11/2022	404-00-4680-0000	
	Check Total:	85,900.00			
Vendor: 111	AMERICAN ENGINEERING TESTING, INC.			Check Sequence: 4	ACH Enabled: True
INV-092479	Glen/AmlleeRd-Manitou-Stre	1,024.25	10/11/2022	407-00-4680-0000	
	Check Total:	1,024.25			
Vendor: 112	AMERICAN LEGAL PUBLISHING CORPOR			Check Sequence: 5	ACH Enabled: False
19552	2022 S-17 Folio/Internet Supplement Pages	203.00	10/11/2022	101-13-4400-0000	
19644	2022 S-17 Supplement Editing Pages	1,380.23	10/11/2022	101-13-4400-0000	
	Check Total:	1,583.23			
Vendor: 817	ARCPOINT LABS OF EDEN PRAIRIE			Check Sequence: 6	ACH Enabled: False
2408	Drug Testing	73.75	10/11/2022	101-32-4305-0000	
	Check Total:	73.75			
Vendor: 1056	BLACKSTONE CONTRACTORS, LLC			Check Sequence: 7	ACH Enabled: False
PV#1-Silverwood	PV#1-Silverwood Park	56,385.58	10/11/2022	402-00-4400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	56,385.58			
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 8	ACH Enabled: True
005P16206	Dump Truck Parts	730.66	10/11/2022	101-32-4221-0000	
007P42422	Dump Truck Parts	121.93	10/11/2022	101-32-4221-0000	
	Check Total:	852.59			
Vendor: 1289	JASON GARY CARLSON			Check Sequence: 9	ACH Enabled: True
Mar-Sept-2022	Mileage Reimbursement-Mar through Sept-2022	141.84	10/11/2022	101-18-4331-0000	
	Check Total:	141.84			
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 10	ACH Enabled: True
09-29-2022	20405 Knightsbridge Rd	39.36	10/11/2022	601-00-4394-0000	
09-29-2022	28125 Boulder Bridge	33.52	10/11/2022	601-00-4396-0000	
09-29-2022	24200 Smithtown Rd	129.09	10/11/2022	101-32-4380-0000	
09-29-2022	6000 Eureka Road	41.76	10/11/2022	101-52-4380-0000	
09-29-2022	5755 Country Club Rd	33.52	10/11/2022	101-19-4380-0000	
79456885-092322	5735 Country Club Rd-SCEC	59.66	10/11/2022	201-00-4380-0000	
86501806-092322	20630 Manor Rd	20.80	10/11/2022	101-52-4380-0000	
	Check Total:	357.71			
Vendor: 137	CENTURY LINK			Check Sequence: 11	ACH Enabled: True
9524702294Sep22	952-470-2294-642-PW	66.66	10/11/2022	101-32-4321-0000	
9524706340Sep22	952-474-6340-989-CH	120.38	10/11/2022	101-19-4321-0000	
9524707819Sep22	952-470-7819-261-SSCC	125.32	10/11/2022	201-00-4321-0000	New Line
	Check Total:	312.36			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 12	ACH Enabled: False
3rd Qtr-2022-Water	Quarterly Water Usage	9,095.37	10/11/2022	601-00-4261-0000	
	Check Total:	9,095.37			
Vendor: 147	CITY OF MOUND			Check Sequence: 13	ACH Enabled: True
4th Qtr-2022	Fire Svc & Protection Payment	6,597.75	10/11/2022	101-22-4400-0000	Quarterly
	Check Total:	6,597.75			
Vendor: 149	CITY OF TONKA BAY			Check Sequence: 14	ACH Enabled: False
2022-43	Fire Sprinkler Annual Fee	325.00	10/11/2022	101-32-4400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	325.00			
Vendor: 456 R598013	CORE & MAIN, LP Watermain Break	468.34	10/11/2022	Check Sequence: 15 601-00-4400-0000	ACH Enabled: False
	Check Total:	468.34			
Vendor: 167 912342 913396	ECM PUBLISHERS INC PH-CUP/SMJ - Tmobile Antenna Ord. No. 590	55.35 79.95	10/11/2022 10/11/2022	Check Sequence: 16 101-18-4351-0000 101-13-4351-0000	ACH Enabled: True
	Check Total:	135.30			
Vendor: 179 4th Qtr-2022 4th Qtr-2022	EXCELSIOR FIRE DISTRICT Building Operations	65,189.40 114,439.56	10/11/2022 10/11/2022	Check Sequence: 17 101-22-4620-0000 101-22-4400-0000	ACH Enabled: False
	Check Total:	179,628.96			
Vendor: 186 493752	FERGUSON WATERWORKS, LLC. No.2518 Water Meters Purchased	13,458.92	10/11/2022	Check Sequence: 18 601-00-4265-0000	ACH Enabled: False
	Check Total:	13,458.92			
Vendor: 757 4625BentgrassWa	GONYEA HOMES, INC Escrow Refund - 24625 Bentgrass Way	11,737.50	10/11/2022	Check Sequence: 19 880-00-2200-0000	ACH Enabled: False
	Check Total:	11,737.50			
Vendor: 200 2090741 2090741 2090741	GOPHER STATE ONE CALL Monthly Rental Monthly Rental Monthly Rental	89.55 89.55 89.55	10/11/2022 10/11/2022 10/11/2022	Check Sequence: 20 601-00-4400-0000 611-00-4400-0000 631-00-4400-0000	ACH Enabled: True
	Check Total:	268.65			
Vendor: 202 9455853656	GRAINGER INC Hard Hats	61.74	10/11/2022	Check Sequence: 21 101-32-4245-0000	ACH Enabled: True
	Check Total:	61.74			
Vendor: 417 2022-CellPhone	ROBERT HANSON Cell Phone Reimbursement-Jan - Dec-2022	360.00	10/11/2022	Check Sequence: 22 101-32-4321-0000	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	360.00			
Vendor: 211	HAWKINS, INC.			Check Sequence: 23	ACH Enabled: True
6303133	Chemicals Water Treatment	3,622.36	10/11/2022	601-00-4245-0000	
	Check Total:	3,622.36			
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 24	ACH Enabled: False
1000192803	REC0001086-View Recorded Documents	15.00	10/11/2022	101-31-4400-0000	RecordEase Payment
	Check Total:	15.00			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 25	ACH Enabled: True
20174008	SCEC - Mats	74.86	10/11/2022	201-00-4400-0000	
20176761	City Hall - Mats	202.73	10/11/2022	101-19-4400-0000	
	Check Total:	277.59			
Vendor: 1290	JOSH JANSEN			Check Sequence: 26	ACH Enabled: False
BadgerPk-Sept22	Expense Reimbursement at Badger Park	13.98	10/11/2022	101-53-4245-0000	
	Check Total:	13.98			
Vendor: 243	KLM ENGINEERING, INC.			Check Sequence: 27	ACH Enabled: False
8984	Antenna Inspection Svc	6,100.00	10/11/2022	101-00-3414-0000	
	Check Total:	6,100.00			
Vendor: 1151	TIMOTHY MARK KOSEK			Check Sequence: 28	ACH Enabled: False
2022-CellPhone	2022 Cell Phone Reimbursement - Jan through E	360.00	10/11/2022	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 247	DREW KRIESEL			Check Sequence: 29	ACH Enabled: False
September-2022	Building Maint. Services	412.00	10/11/2022	201-00-4400-0000	
September-2022	Events Program/Class Services	911.00	10/11/2022	201-00-4248-0000	
	Check Total:	1,323.00			
Vendor: 1291	LANO EQUIPMENT, INC			Check Sequence: 30	ACH Enabled: False
03-929250	Service Toolcat	647.00	10/11/2022	101-32-4221-0000	
	Check Total:	647.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 262 3024038	LUBE-TECH Motor Fuel Lube	129.14	10/11/2022	Check Sequence: 31 101-32-4212-0000	ACH Enabled: True
	Check Total:	129.14			
Vendor: 1281 PV#2-StwnPd-ShwdO	MEYER CONTRACTING, INC PV#2-Smithtown Pond-Shorewood Oaks Draina	38,306.02	10/11/2022	Check Sequence: 32 412-00-4680-0000	ACH Enabled: False
	Check Total:	38,306.02			
Vendor: 11 3rd Qtr-2022-SalesTax	MINNESOTA DEPARTMENT OF REVENUE Quarterly Water Sales Tax -	2,135.00	10/11/2022	Check Sequence: 33 601-00-2081-0000	ACH Enabled: True
	Check Total:	2,135.00			
Vendor: 313 September-2022	MICHELLE THU-THAO NGUYEN Mileage Reimbursement	97.60	10/11/2022	Check Sequence: 34 101-15-4331-0000	ACH Enabled: True
	Check Total:	97.60			
Vendor: 325 1415294 1415295 1415296 1415297 1415298	ON SITE SANITATION -TWIN CITIES Cathcart Park-26655 W- 62nd St Freeman Park-6000 Eureka Rd Silverwood Pk-5755 Covington R South Shore-5355 St Albans Bay Christmas Lk Rd-5625 Merry Ln	78.05 425.70 78.05 78.05 271.98	10/11/2022 10/11/2022 10/11/2022 10/11/2022 10/11/2022	Check Sequence: 35 101-52-4410-0000 101-52-4410-0000 101-52-4410-0000 101-52-4410-0000 101-52-4410-0000	ACH Enabled: True
	Check Total:	931.83			
Vendor: 452 1197	PREHALL ELECTRIC INC. Freeman Park - Electric Repair	250.00	10/11/2022	Check Sequence: 36 101-52-4400-0000	ACH Enabled: False
	Check Total:	250.00			
Vendor: 685 Nov-Dec-2022-Wellne	BRENDA PRICCO Wellness Expense - Nov - Dec-2022	80.00	10/11/2022	Check Sequence: 37 101-13-4101-0000	ACH Enabled: True
	Check Total:	80.00			
Vendor: 336 2022-AnnualFee Refill-09-07-2022 Refill-09-07-2022	PURCHASE POWER Acct #8000-9000-0743-8223 - Annual Fee Acct #8000-9000-0743-8223 Acct #8000-9000-0743-8223	49.99 1,000.00 20.99	10/11/2022 10/11/2022 10/11/2022	Check Sequence: 38 101-13-4433-0000 101-13-4208-0000 101-13-4208-0000	ACH Enabled: True

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,070.98			
Vendor: 1279	R & R EXCAVATING			Check Sequence: 39	ACH Enabled: False
PV#2-LS-Rehab	PV#2 - LS - Rehabilitation Project	166,903.37	10/11/2022	611-00-4680-0000	
	Check Total:	166,903.37			
Vendor: 1292	SAFETY VEHICLE SOLUTIONS			Check Sequence: 40	ACH Enabled: False
22063	Install Radio-Lights-Graphics to New Truck	1,290.00	10/11/2022	403-00-4640-0000	
	Check Total:	1,290.00			
Vendor: UB*00501	Dania & Stuart Schulman			Check Sequence: 41	ACH Enabled: False
	Refund Check 008081-000, 26425 Strawberry C	55.55	10/05/2022	611-00-2010-0000	
	Refund Check 008081-000, 26425 Strawberry C	23.80	10/05/2022	631-00-2010-0000	
	Refund Check 008081-000, 26425 Strawberry C	23.81	10/05/2022	621-00-2010-0000	
	Check Total:	103.16			
Vendor: 355	SHRED-N-GO INC			Check Sequence: 42	ACH Enabled: False
140909	Shredded Svc	64.08	10/11/2022	101-13-4400-0000	
	Check Total:	64.08			
Vendor: 1248	EDWARD J. SHUKLE, Jr.			Check Sequence: 43	ACH Enabled: True
Oct-04-2022	Interim City Administrator Svc: 09/21/22 through	5,962.50	10/11/2022	101-13-4400-0000	
	Check Total:	5,962.50			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPA			Check Sequence: 44	ACH Enabled: False
4th Qtr-2022-DS	Quarterly- Debt Service	52,236.75	10/11/2022	101-21-4620-0000	
	Check Total:	52,236.75			
Vendor: UB*00500	Eric & Bonnie Sparrman			Check Sequence: 45	ACH Enabled: False
	Refund Check 007016-000, 5679 Harding Ln	105.89	10/05/2022	611-00-2010-0000	
	Refund Check 007016-000, 5679 Harding Ln	45.39	10/05/2022	631-00-2010-0000	
	Refund Check 007016-000, 5679 Harding Ln	45.38	10/05/2022	621-00-2010-0000	
	Check Total:	196.66			
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 46	ACH Enabled: True
85405	Custodial Service-CH Building	472.00	10/11/2022	101-19-4400-0000	
85406	Custodial Service-PWs Building	358.00	10/11/2022	101-32-4400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	830.00			
Vendor: 366	BRUCE STARK			Check Sequence: 47	ACH Enabled: False
2022-CellPhone	2022 Cell Phone Reimbursement - Jan through E	360.00	10/11/2022	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 296	STATE OF MN-MINNESOTA DEPARTMENT OF			Check Sequence: 48	ACH Enabled: False
3rd Qtr-2022-SS	Quarterly Water Surcharges	3,825.00	10/11/2022	601-00-2082-0000	
	Check Total:	3,825.00			
Vendor: 1194	THE McDOWELL AGENCY, INC.			Check Sequence: 49	ACH Enabled: False
142028	Background Check-Ryan Brant & Todd Roden	170.00	10/11/2022	101-32-4400-0000	
	Check Total:	170.00			
Vendor: 1293	THE QUESTERS MI-NI-TAN-KA CHAPTER#			Check Sequence: 50	ACH Enabled: False
Sept17-2022-Ren	Sept 17-2022 Rental-Overpaid Refund	19.00	10/11/2022	201-00-3410-0000	
	Check Total:	19.00			
Vendor: 694	TIMESAVER OFF SITE SECRETARIAL, INC.			Check Sequence: 51	ACH Enabled: True
M27661	Council Meeting	568.00	10/11/2022	101-13-4400-0000	
M27661	Planning Meeting	205.50	10/11/2022	101-18-4400-0000	
M27661	Park Meeting	190.50	10/11/2022	101-52-4400-0000	
	Check Total:	964.00			
Vendor: 384	TOTAL PRINTING SERVICES			Check Sequence: 52	ACH Enabled: False
13529	Newsletters	940.00	10/11/2022	101-13-4351-0000	
13529	SSCC Insert	0.00	10/11/2022	201-00-4351-0000	
13529	Park Insert	0.00	10/11/2022	101-53-4351-0000	
	Check Total:	940.00			
Vendor: 1083	UNIFIRST CORPORATION			Check Sequence: 53	ACH Enabled: True
Sept-2022-Act156285	Uniforms	601.83	10/11/2022	101-32-4400-0000	
	Check Total:	601.83			
Vendor: 638	VALLEY PAVING			Check Sequence: 54	ACH Enabled: False
PV#2-2022M&O	PV#2 - 2022 Mill & Overlay Project	71,630.88	10/11/2022	416-00-4680-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	71,630.88			
Vendor: 392	VALLEY-RICH CO. INC.			Check Sequence: 55	ACH Enabled: False
31209	Watermain Break- Sweetwater Court & Curve	12,292.07	10/11/2022	601-00-4400-0000	
	Check Total:	12,292.07			
Vendor: 1288	MATTHEW ROBERT VANLITH			Check Sequence: 56	ACH Enabled: True
2022-CellPhone	Cell Phone Reimbursement-June through Sept-2022	120.00	10/11/2022	101-32-4321-0000	
	Check Total:	120.00			
Vendor: 402	WATER CONSERVATION SERVICES, INC.			Check Sequence: 57	ACH Enabled: True
12624	Watermain Break @ 19520 Shady Hills Road	323.13	10/11/2022	601-00-4400-0000	
	Check Total:	323.13			
Vendor: 1150	LUKE JAMES WEBER			Check Sequence: 58	ACH Enabled: False
2022-CellPhone	Cell Phone Reimbursement-Jan through Dec-2022	360.00	10/11/2022	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 59	ACH Enabled: True
281207	Road Maint	142.29	10/11/2022	101-32-4250-0000	
281315	Road Maint	2,280.22	10/11/2022	101-32-4250-0000	
281423	Road Maint	1,198.05	10/11/2022	101-32-4250-0000	
281618	Road Maint	901.92	10/11/2022	101-32-4250-0000	
281668	Road Maint	1,394.07	10/11/2022	101-32-4250-0000	
	Check Total:	5,916.55			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 60	ACH Enabled: True
797327995	24253 Smithtown Rd	1,046.46	10/11/2022	601-00-4395-0000	24253 Smithtown Rd
797328719	5735 Country Club Rd	715.75	10/11/2022	201-00-4380-0000	5735 Country Club Rd
797368319	5755 Country Club Rd	106.61	10/11/2022	101-19-4380-0000	5755 Country Club Rd
797641664	5700 County Rd 19	56.84	10/11/2022	101-32-4399-0000	5700 County Rd 19
797641664	5700 County Rd 19 - Unit Light	315.33	10/11/2022	101-32-4399-0000	5700 County Rd 19 - Unit Light
797710003	28125 Boulder Bridge Drive	3,878.64	10/11/2022	601-00-4396-0000	28125 Boulder Bridge Drive
797738835	4931 Shady Island Road	23.94	10/11/2022	611-00-4380-0000	4931 Shady Island Road
	Check Total:	6,143.57			
Vendor: 899	Z SYSTEMS, INC.			Check Sequence: 61	ACH Enabled: False
83367	DS Amplifier Troubleshoot-Council Chamber	1,229.00	10/11/2022	101-19-4400-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,229.00			
	Total for Check Run:	756,810.64			
	Total of Number of Checks:	61			



City of Shorewood Council Meeting Item

Title/Subject: Approving Hire of Janelle Crossfield as Park/Recreation Director

Meeting Date: Tuesday, October 11, 2022

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

Reviewed by: Ed Shukle, Interim City Administrator

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

Background: The city most recently recruited qualified candidates for the Park/Recreation Director position after Twila Grout retired. The city received 13 well qualified applications for the position, which closed on September 9, 2022. Staff narrowed down the candidate pool to 8 candidates for first-round interviews. Candidates were interviewed by Interim City Administrator Ed Shukle, Planning Director Marie Darling, and City Clerk/HR Director Sandie Thone on September 22 and 23rd. We were fortunate to have a very qualified candidate pool.

Four (4) candidates were called back for finalist interviews with staff and the Personnel Committee, consisting of Councilmember Paula Callies and Councilmember Nat Gorham. These interviews were held on September 28, 2022. In a unanimous decision, it was agreed to offer the position to Janelle Crossfield. Janelle is well qualified with a Bachelor's degree in Recreation, Park, and Leisure Studies from the University of MN, and a Master's degree in Organizational Leadership from Bethel University. She has proven skills and experience, which includes most recently as a Recreation Supervisor for the City of Brooklyn Center and formerly as a Senior and General Programs Manager for the City of Minnetonka. It was agreed to meet salary requirements and stay competitive that the position would include the lead staff position working with the Park Commission. We are looking forward to adding Janelle to our team and her contributions to both the Parks and Community Center in the near future.

Financial Considerations: Staff is recommending Janelle's compensation rate be set at Grade 11, Step F of Shorewood's Compensation Plan of \$83,616 annually. The position will be reviewed at the 6-month anniversary for consideration of permanent appointment. The position is exempt, PERA eligible, and receives a complete benefit package.

Action Requested: Staff respectfully recommends the city council approve Janelle Crossfield's hire as a probationary employee in the capacity of Park/Recreation Director for the City of Shorewood. Motion, second and simple majority vote required. If the council approves his appointment, her first day of employment is anticipated to be November 3, 2022.

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

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



City of Shorewood Council Meeting Item

Title/Subject: Retail Tobacco License Renewals
Meeting Date: Tuesday, October 11, 2022
Prepared by: Sandie Thone, City Clerk/HR Director
Attachments: Resolution 22-095

2F

MEETING TYPE
Regular Meeting

Background: Pursuant to Section 302 (Sale of Tobacco) and 1301 (Municipal Fees) of Shorewood City Code retailers within the city limits who wish to sell tobacco products are required to obtain a license from the city. The Shorewood City Code provides that an applicant complete an application and pay a licensing fee. The annual renewal period for Tobacco Licenses is November 1 through October 31.

The following Shorewood Businesses have successfully submitted a complete application, successfully passed a background investigation through South Lake Minnetonka Police Department (SLMPD), paid the current annual tobacco license fee of \$250 and are compliant with all requirements for obtaining a tobacco renewal license and have agreed to abide by Shorewood City Code Chapter 302 Sale of tobacco requirements. This section of code includes providing access to the police department during regular business hours and an annual compliance check.

Applicant	Address
Cub Foods #1636	23800 State Highway 7
Holiday Stationstores, LLC	19955 State Highway 7
Lucky's Station	24365 Smithtown Road
Shorewood Smoke Shop Plus	23710 State Highway 7

Financial or Budget Considerations: The licensing fees collected as revenue offset the expense of issuing the permits pursuant to Shorewood City Code Section 1301 (Municipal Fees).

Recommendation/Action Requested:

Motion: Staff respectfully requests the city council approve Resolution 22-095 License Renewals to the Businesses listed above to Sell Tobacco Products for the period of November 1, 2022 through October 31, 2023.

Motion, Second, and Simple Majority required.

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

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

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

RESOLUTION 22-095

**A RESOLUTION APPROVING LICENSES TO
RETAILERS TO SELL TOBACCO PRODUCTS**

WHEREAS, Sections 302 of the Shorewood City Code provide for the licensing of the sale of tobacco products in the city; and

WHEREAS, the Shorewood City Code provides that an applicant shall complete an application and pay a licensing fee; and

WHEREAS, the following applicants have satisfactorily completed an application and paid the appropriate fee.

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

That a License for the sale of tobacco products be issued for a term of one year, from November 1, 2022 to October 31, 2023, consistent with the requirements and provisions of Chapter 302 of the Shorewood City Code to the following applicants:

<u>Applicant</u>	<u>Address</u>
Cub Foods #1636	23800 State Highway 7
Holiday Stationstores, LLC	19955 State Highway 7
Lucky's Station	24365 Smithtown Road
Shorewood Smoke Shop Plus	23710 State Highway 7

ADOPTED by the City Council of the City of Shorewood this 11th day of October 2022

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: Grant Street Drainage Project, Approval of Change Order No. 1
Storm Sewer and Driveway; City Project 18-04

Meeting Date: Tuesday, October 11, 2022

Prepared by: Andrew Budde, City Engineer

Reviewed by: Larry Brown, Director of Public Works

Attachments: Change Order No. 1 and Resolution

Background: On February 14th, 2022, the City Council awarded the construction contract for Grant Street Drainage Project to Schneider Excavating & Grading, Inc. in the amount of \$238,991.30.

During construction, an existing City of Excelsior watermain was identified to be in conflict with the proposed storm sewer. The storm manhole was to be constructed on top of the watermain with only 0.10' of vertical separation. In order to avoid this conflict, City staff and the contractor worked through multiple ideas for redesign. It was concluded that the best method was to relocate the proposed manhole and adjust the storm sewer accordingly. This solution avoided any watermain shutdowns and repairs. Since the manholes and storm sewer had already been built and delivered to the site, there was significant extra work to reconstruct and move the associated items. The work also required resetting some structures and pipe previously not in the project, in order to make the new geometric angles work in the storm sewer. Because of this, more curb and pavement needed to be removed and replaced as well. The driveway at 5925 Grant Street was fully regraded and paved in order to assure that drainage would convey properly in this location. The drainage on this property is crucial to the project. If the driveway had remained as it existed, it may have reduced the effectiveness of this the construction project. Schneider Excavating responded very promptly with the revision requests to ensure the project schedule was maintained.

Financial Considerations: Costs for this project have been budgeted for in the City's Capital Improvement Plans and will be paid for from Storm Sewer Utility Fund. The CIP budget amount is \$430,000 which includes construction, engineering, and administration. The proposed change order will increase the contract amount to \$277,964.24.

Recommendation/Action Requested: Staff recommends approval of the Resolution approving Change Order 1 for the Grant Street Drainage project to Schneider Excavating & Grading, Inc. in the amount of \$38,972.94.

CHANGE ORDER NO. 1 STORM SEWER AND DRIVEWAY

Page 1 of 2

CONTRACTOR: Schneider Excavating & Grading, Inc.	
ADDRESS: 405 Central Avenue South, Young America, MN 55397	PROJECT: Grant Street Drainage Improvements
This Contract uses MnDOT Standard Specifications for Construction 2018 Edition	

This Contract is between the City of Shorewood and Contractor as follows:

Issue:

The Grant Street Drainage Improvements Project was awarded to Schneider Excavating & Grading, Inc. in the amount of \$238,991.30. During construction an existing City of Excelsior watermain was identified to be in conflict with the proposed storm sewer. The storm manhole was to be constructed on top of the watermain with only 0.10' of vertical separation. In order to avoid this conflict, City staff and the contractor worked through multiple ideas for redesign. It was concluded that the best method was to relocate the proposed manhole and adjust the storm sewer accordingly. This solution avoided any watermain shutdowns and repairs. Since the manholes and storm sewer had already been built and delivered to the site, there was significant extra work to reconstruct and move the associated items. The work also required resetting some structures and pipe previously not in the project, in order to make the new geometric angles work in the storm sewer. Because of this, more curb and pavement needed to be removed and replaced to move the existing pipe. This curb and street work is paid for with overrun quantities with existing bid prices as shown below. The driveway at 5925 Grant Street was fully regraded and paved in order to assure that drainage would convey properly in this location. The drainage on this property is crucial to the project and if the driveway had remained as existing it may have reduced the effectiveness of this construction project. The Contractor has stated that the extra work will cost \$37,972.94 and that the work will not require adjustments to the overall project schedule or completion date.

The following is a breakdown of the pricing for the Storm Sewer Reconstruction and Paving the Driveway:

No:	Item:	Quantity:	Unit Price:	Total Price:
8.	Remove and Dispose Bituminous Pavements	127 SY	\$6.00	\$762.00
9.	Sawcut Bituminous Pavement	169 LF	\$3.00	\$507.00
10.	Curb and Gutter Removal	82 LF	\$7.00	\$574.00
15.	Geotextile Fabric	115 SY	\$3.00	\$345.00
17.	Aggregate Base, Class 5	7.42 CY	\$57.00	\$422.94
18.	Bituminous Wearing Course	127 SY	\$44.50	\$5,651.50
19.	Bituminous Base Course	127 SY	\$43.50	\$5,524.50
20.	Concrete Curb and Gutter	82 LF	\$50.00	\$4,100.00
EW1	Watermain Conflict Storm Sewer Adjustments	1 LS	\$13,582.00	\$13,582.00
EW1	<u>Grading and Paving of Driveway</u>	<u>1 LS</u>	<u>\$7,504.00</u>	<u>\$7,504.00</u>
Total:				\$38,972.94

The Engineer has determined the Contract needs to be revised in accordance with specification 1402.1 Alteration of Work.



ATTACHMENT 1
CHANGE ORDER

CHANGE ORDER NO. 1 STORM SEWER AND DRIVEWAY

Page 2 of 2

Resolution:

1. The City of Shorewood agrees to pay Change Order No. 1 in the amount of \$38,972.94 for the extra work needed to reconstruct the storm sewer line to avoid the existing watermain. No adjustments to the construction durations, substantial completion, or final completion dates will be made.

	Signature	Date
Project Engineer		10/4/2022
Contractor		
Local Agency (City of Shorewood)		10/5/22

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable.)

- ☐ Plans (Specify plan sheets attached)
- ☐ Specifications (Specify Specifications attached)
- ☐ Other _____

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

RESOLUTION 22-096

**A RESOLUTION APPROVING CHANGE ORDER 1 TO THE
GRANT STREET DRAINAGE PROJECT, CITY PROJECT 18-04**

WHEREAS, on February 14, 2022, the City has entered into an agreement with Schneider Excavating & Grading, Inc. for the Grant Street Drainage Project in the amount of \$238,991.30; and

WHEREAS, during construction, storm sewer conflicts with City of Excelsior watermain were encountered and required relocation of proposed infrastructure, including additional street, storm sewer and curb replacements; and

WHEREAS, the revision required the regrading and paving of an adjacent residential driveway, in order to maintain the drainage design; and

WHEREAS, Schneider Excavating & Grading, Inc. completed all the work required to accomplish the revisions for a total of \$38,972.94.

NOW THEREFORE, IT RESOLVED: by the City Council of the City of Shorewood hereby approves Change Order No. 1 and authorizes increasing the contract amount to \$277,964.24 with Schneider Excavating & Grading, Inc., for the Grant Street Drainage Project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of October, 2022.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood Council Meeting Item

Title/Subject: LMCIT Insurance Renewal

Meeting Date: October 11, 2022

Prepared By: Ed Shukle, Interim City Administrator

2H

MEETING
TYPE
REGULAR

Background: The City Council is required by the League of Minnesota Cities Insurance Trust (LMCIT) to annually decide if they wish to waive or not waive the monetary limits on municipal tort liability insurance established by Minnesota Statute 466.04. The current statutory liability limits are \$500,000 per claimant and \$1,500,000 per occurrence. The City Council must also make a separate decision whether or not to purchase additional liability insurance from the LMCIT.

Financial or Budget Considerations: Traditionally the city has not waived liability limits and purchased additional liability insurance. The proposed 2023 budget is being prepared as if that practice continues.

Options: The City Council can do the following:

1. Not waive the statutory tort limits.
2. Waive the statutory limits and not purchase excess liability insurance coverage.
3. Waive the statutory limits and purchase excess liability insurance coverage.

Recommended Action: Staff recommends that the City Council pass a motion to not waive statutory tort limits. See attached form that I will sign and send to LMCIT upon the City Council approving this recommended action.

Next Steps and Timeline: Staff is working through the insurance renewal process for the November 1 renewal date.

LIABILITY COVERAGE – WAIVER FORM

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to psstech@lmc.org.

The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

LMCIT Member Name: _____

Check one:

☐ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04.

☐ The member **WAIVES** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: _____

Signature: _____ Position: _____



City of Shorewood Council Meeting Item

4A

MEETING TYPE
Regular Meeting

Title / Subject: CUP for a Special Purpose Fence

Location: 25140 Glen Road

Applicant: Richard Jeidy and Virginia Ball

Meeting Date: October 11, 2022

Prepared by: Marie Darling, Planning Director

Review Deadline: November 30, 2022

Attachments: Correspondence Received
Minutes from the September 20 Planning Commission meeting
Planning Memorandum
Resolution

Background: This request is to build a special purpose fence on the applicants' property in accordance with City Code 1201.03 (f) (11) to mitigate conflict with a neighboring property owner. See attached planning memorandum for detailed background on this request. At the September 20, 2022 meeting, the Planning Commission recommended (four in favor/one opposed) approval of the conditional use permit, subject to the conditions in the attached resolution. Chair Maddy voted against the request as he felt that the behavioral issues should be resolved without putting up a barrier.

Summary of Public Notice: Notice was published in the city's official newspaper and mailed to all property owners within 500 feet of the property at least 10 days prior to the Planning Commission public hearing. The applicant was present and spoke in favor of the request. Two people requested to speak and the city received seven letters. The primary issues raised at the meeting include visibility on the road and potential to kill existing landscaping, see summary below. The minutes of the meeting are attached.

Visibility/Safety

A neighbor indicated that he was concerned that the fence would be a hazard to traffic safety. Another neighbor stated that the road is constructed wider than it was previously and the visibility has been much improved with the recent street project.

Harm to Existing Landscaping

A resident stated that he had consulted specialists that told him that installation of a seven-foot fence would kill his landscaping, primarily arborvitae.

Chair Maddy requested that the City Attorney review the application to indicate whether the city's action to approve the CUP would create legal liability for the City.

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

The City Attorney reviewed the request. A specific interpretation on this matter would constitute attorney-client privileged information inappropriate for a public document. However, he noted the request is to build a fence wholly on the applicants' property in accordance with City Code provisions for a special purpose fence. Furthermore, he stated Minnesota Statute 466.03, subd. 6 provides for immunity for tort liability for discretionary acts (the performance or failure to exercise or perform a discretionary function or duty).

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

Recommendation / Action Requested: Staff and the Planning Commission recommend approval of the request, subject to the findings and conditions in the attached resolution.

Proposed motion: Move to adopt the attached resolution approving a conditional use permit for Richard Jeidy and Virginia Ball for property located at 25140 Glen Road, as recommended by the Planning Commission.

Any action on this request would require a simple majority.

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

RESOLUTION 22-097

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A SPECIAL PURPOSE FENCE FOR THE PROPERTY LOCATED AT 25140 GLEN ROAD

WHEREAS, Richard Jeidy and Virginia Ball (the “Applicant”) has applied for a conditional use permit for a special purpose fence on property legally described as:

The east 118 feet of Lot 8, Block 1, Casey Addition, Hennepin County, Minnesota

WHEREAS, Shorewood City Code Section 1201.03(f)(11) allows for the construction of special purpose fences and fences that vary in height, location and design from the regulations for residential zoning districts upon approval of a conditional use permit; and

WHEREAS, the Applicant has applied for a conditional use permit for the construction of a privacy fence with six- and seven-foot tall sections along the west property line from the front property line to the rear property line; and

WHEREAS, the Applicant is proposing the fence to mitigate conflict with the neighboring property owners and, consequently, the proposed fence would vary from the typical requirements in height, location and design; and,

WHEREAS, the Planning Commission considered the request for a conditional use permit for a special purpose fence and held a public hearing at its regular meeting on September 20, 2022, at which time the planning staff memorandum was reviewed and comments were heard by the Applicant and the public; and

WHEREAS, the City Council considered the request for a conditional use permit for a fence at its regular meeting on October 11, 2022, at which time the Planning Commission’s recommendations and comments and letters from the public were reviewed.

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

FINDINGS

1. The subject property is located in an R-1C, Single Family Residential zoning district.
2. The shared property line has been the point of confrontation between the two property owners for at least 17 years.
3. The proposed fence would be located 2-3 inches inside the Applicant’s property.
4. The proposed fence was found to not obstruct traffic visibility along Glen Road.
5. The Applicant’s proposal is identified on plans dated July 25, 2022 and August 1, 2022 (“Plans”).
6. The proposed fence meets the criteria for a special purpose fence under City Code Section 1201.03(f)(11) as it is proposed and design to mitigate conflict between

neighboring property owners and, consequently, differs dimensionally from other fences expressly permitted under City Code.

CONCLUSIONS

1. The Applicant's request for a fence to be installed as shown on the Plans is hereby approved based on the above findings.
2. The request has satisfied the criteria for granting a conditional use permit for a fence under the Shorewood City Code, subject to the following condition:
 - a. The fence is constructed according to the Plans provided to the City.
 - b. Prior to construction of the fence, the Applicant must request and receive a zoning permit.
3. The conditional use permit shall expire one year after approval unless the applicants have completed the fence or requested an extension as allowed by City Code.
4. 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 11th day of October, 2022.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk

Marie Darling

From: Kimberly Weum <kimberlyweum@gmail.com>
Sent: Monday, September 19, 2022 4:07 PM
To: Planning

To whom it may concern-

We (Robert and Kimberly kelley at 24975) support the applicants Richard and Virginia Ball's special fence in the neighborhood. Richard and Virginia always let us connect through their yard to the path and can understand the privacy the request in their backyard.

Feel free to reach out with any questions!
Kimberly and Robert kelley
24975 Glen road

RECEIVED

SEP 19 2022

CITY OF SHOREWOOD

Allegations of harassment List Items 1 through 14 from Ms. Ball and Mr. Jeidy 25140 Glen Rd. 25170 Glen Rd owners response to Shorewood Planning Department alleged harassment.

1. I Richard Eng never called Ms. Ball, Vagina. I said "hey Virginia her legal name. Thank you, for calling and filing a complaint of my abandoned car in my driveway". Joe Pazandak had just left and made an official Shorewood visit to inform me that the City has received a complaint of a abandoned auto being worked on at 25170 Glen Rd. My car was recently purchased out of state and I was replacing parts on it. Joe informed me I had 2 weeks to either remove the car from my drive way or register it. I inform him and the City that the car by State law required a DMV inspection and until I replace the body parts which I had in my possession and needed to be installed. I then asked Joe who filed a complaint? We live on a dead end street how can me working on my car on a nice spring day using only a socket set and hand wench's be causing an issue? Joe said he just doing his job and informing me I have 2 weeks to get the car registered as it had out of state expired license plates. I then said ok, I'll do my best can't make any guarantees to have it registered as it was out of my control and rested with the State of MN and the DMV. I then asked Joe save me a trip down to City hall to investigate who filed a complaint. Joe Pazandak pointed to Ms. Ball who was sitting in a lounge chair 3/4 quarters down her drive way watching us. I never came to the lot line as Ms. Ball claims. I have no knowledge of Ms. Ball medical history in regards to her hearing. I was more then 120 feet away from her and its not for me to interpret if she can't distinguished between "vagina" and "Virgina". Even the police Department never contacted me at any time regarding this alleged verbal assault.

2. There has never been a Police Chief in the history of Shorewood named Denny Hanson. There is a patrol officer named Denny Hanson. But for them to make this allegations as if they spoke to the Chief of Police is Misleading and untrue to the City and its Planning Dept.

3. I had no contact period on this date! We never saw Jeidy or Ball on this date of 10/23/21. Not only is this a completely false statement it never took place, never happened! Our family returned from a overnight stay out of town arriving at our residence at exactly 4:30pm to discover that our cable internet provider Mediacom not in service. I immediately called Mediacom to report the loss of service. Mediacom showed no outage or service work done at our address 25170 Glen Road. While on the phone the Mediacom Rep had me check the connection of the line were it enters the house and the pole on the street. It was at this time we discovered that 150 feet of temporary line that connected from the pole and ran on the surface of Shorewood public utility right of way was conveniently missing! It had been cut in 4 locations at the pole, on the East and West side's of the driveway of the Jeidy/Ball residence 25140 Glen and in-between 25170 and 25140 lot line. Only the line left on our lot which was 70 feet long and connected to our house to the street frontage remained! So who cut the line and why was only

the line only missing in front of Jedy/Ball residence frontage??? Mediacom had no knowledge of the missing line and cuts. Mediacom said they did not have a ticket for any work to our line as Jeidy claims. With this information provide to us by Mediacom they could not get a Tech out for repair till the following Tuesday. The next day Sunday at 10am 1/24/21. A Mediacom van drove up stopped in front of our house then turned around and drove to the pole up the street a full house away from us.

I went outside and walked down the street to talk to the Mediacom Tech to ask if he was here to restore our service. He said no he was restoring the Jeidy house. At some point Jeidy had come out of his house and intercepted me and the Mediacom Tech in the street and said "Eng get the hell out of here"! All this occurred in front of the Mediacom Tech and I responded to Jeidy "Make me". "I have every right to stand in this public Street". It was Jeidy who confronted me while I was having a private conversation with the Tech so Jeidy claim of me harassing him is unfounded and with a witness the Tech! Not only did this happen. It did not even occur on or near our adjoining lot line as he is claiming. This event was in the public street, on the curb, at the pole more then 130 feet away from our residence at 25170 Glen Rd. After finding out from the Tech that he was not here to fix our service I left, returned home to call Mediacom and find out why our service was not being worked on with a Tech right on site to our disruption. It was in this call that I had requested that Mediacom documented the following as what the Service Rep informed me. He saw no ticket for the Tech to be even at the site they had no records of this! I asked how could this be as he is down the street doing repairs as we speak? I asked them if they wanted for me to walk back and hand my phone so they could speak to the Repair Tec. They said no and placed me on hold to investigate this further. The Service Rep came back and informed me that they had received a courtesy call from another provider to come out and do a emergency repair at 25140. I asked for the name of company? They did not have access to that information only another cable internet company. At this point. I put 2 and 2 together as I was aware that Jeidy is a employee at a Minnesota utility company similar to Mediacom.

We have email's, phone call's with note's requested to be saved in our Mediacom account verifying the above and it is at this time we are providing the City Planning Depart photo's of Jeidy again cutting our service this time now on 3/31/21. With photographic proof of Jeidy with a shovel illegally without a City permit on City property tampering with our utilities. Once again hoping to not get caught but he was caught and verified with shovel digging and he severed our Mediacom connection yet again! I now ask the City of Shorewood who in this matter is being harassed? Who is doing the harassment? Submitted to City to be presented on 9/20/21 is 3 photos Exhibit A,B,C.

4. On this date of 11/4/21 no verbal harassment occurred period and I'm willing to submit to the City at my own expense a polygraph test for verification! More misinformation and lies to the City with the intent to claim harassment!

5. Jeidy/Ball have an aggressive dog. While I was working in my yard doing yard work their dog came into the middle of our front yard. The dog came charging at me barking and showing its teeth. I never hit the dog. I only provided self defense with my shovel keeping it between me and their attacking dog, preventing me from being attacked and bitten. My question to the City since this is their own admission of their dog not on a leash or chain and allowed to run around the City in Violation of Shorewood leash at all times not in violation of City code? Again I ask the City who is doing the claim of harassment in this instance?

6. In this digital day and age not a single photo or video of this occurring being providing? Again more unsubstantiated claims made against us to the City. Not a single shred of evidence to back up this claim?

7. Again more unsubstantiated allegations with not a single photo. It never occurred. Not only are our sprinklers more than one foot offset away from the lot line they only work on our grass in our yard.

8. Once again a statement with no merit or evidence to back it up. We can say that we have been instructed by SLMPD and our attorney to document anytime Ball/Jedy are trespassing and causing damaging our property.

9. Utterly ridiculous! Again were asking the City to provide evidence of these occurrences. They can't because they never occurred just more unsubstantiated allegations of harassment against us.

10. Not only was wood relocated further West away from lot line Michael Garelick came back to inspect to insure it was done. It was done and he approved the inspection.

11. Once again a statement with zero credibility to back it up.

The City of Shorewood has never, nor have we ever received notice from Shorewood to remove wood. It was an issue of your contention you had asked Michael Garelick on your own accord and we agreed to move wood farther West from lot line and was done and Mr. Garelick came back to inspect and it passed his inspection!

If this statement had any truth in it I have no doubt Mr. Jedy would have filed a police report! He didn't because it is fabricated and another attempt to claim unsubstantiated harassment allegation charges against me.

12. Absolutely ridiculous, we had to go out and hire an attorney to defend our landscaping from your trespassing and encroachment by you, and your destruction of our arborvitae and mulberry tree by cutting it off at the trunk severely crippling it with zero chance of regrowth or recovery. This is you harassing us and you were sent a letter by our attorney asking if you had any questions to please call him. You never called did you?

13. Not only did we take, we have the video of the surveyor placing stakes and metal monument markers on the lot line in August 2011. We also filed a police report with SLMPD when they went missing three weeks later. Every single one was pulled out of the ground and missing. SLMPD came out and said it was a Civil matter and there was nothing they could do at the time. I got a copy of the police report and gave it to Michael Garelick with instructions to file it at City hall so if its not on file at City Hall another copy can be obtained with SLMPD and filed again. Again an instance were you are harassing us by removal of legal boundary markers on the lot line!

14. Minnesota Statutes Topographic surveys
505.31 ENTRY UPON LAND; NOTICE.

It is lawful for any surveyor to enter upon any land for the purpose of locating existing survey or reference monuments or landmarks, provided, however, such surveyor shall be responsible to the landowner for any and all damages as a result of such entry, and no surveyor may enter upon any land unless first notifying the owner or occupant of the intended entry for such purpose.

History: 1959 c 322 s 1; 1986 c 444

Not only was I never notified as required under the law they refused to identify who they were or the name of there outfit when I asked them. I called the police to report a trespass on my property and filed a report submitted to City. Once again I'm asking the City who is being harassed? And who is doing the harassment?

Marie Darling

From: Rich <reng@mchsi.com>
Sent: Monday, September 19, 2022 12:28 PM
To: Planning
Cc: Marie Darling
Subject: Photos of Jeidy 25140 Glen Rd digging and cutting our Mediacom public utility line
Attachments: Exhibit C.jpg; Exhibit B.jpg; Exhibit A.jpg

To the Shorewood Planning department: We would like to have these 3 photo's as evidence in the 9/20/21 Planing Meeting please make these photos available before the meeting to every Shorewood Planing Commissioners.

Thank you,
Rich Eng
25170 Glen Road





Jason Carlson

From: Rich <reng@mchsi.com>
Sent: Monday, September 19, 2022 12:16 PM
To: Planning
Cc: Marie Darling
Subject: Fwd: Richard Jedy of 25140 Glen Road tampering with cable line to 25170 Glen Road

Follow Up Flag: Follow up
Flag Status: Flagged

Correction to be submitted at the 9/20/21 Planning Meeting and copies provided to every Shorewood Commissioner.
Thank you,
Rich Eng

----- Forwarded Message -----

From: "Rich" <reng@mchsi.com>
To: "planning" <planning@ci.shorewood.mn.us>
Cc: "Marie Darling" <MDarling@ci.shorewood.mn.us>
Sent: Monday, September 19, 2022 11:26:05 AM
Subject: Fwd: Richard Jedy of 25140 Glen Road tampering with cable line to 25170 Glen Road

To Shorewood Planning Dept: Below is a series of email's to Christopher Major the Regional Manager at Mediacom. I'm asking this email be included in the 10/20/21 Planning Meeting and every Shorewood Planning Commissioner be provided a copy before the meeting begins.

Thank you,
Rich Eng
25170 Glen Rd

----- Forwarded Message -----

From: "Christopher Major" <cmajor@mediacomcc.com>
To: "Rich" <reng@mchsi.com>
Sent: Monday, November 8, 2021 2:22:35 PM
Subject: RE: Richard Jedy of 25140 Glen Road tampering with cable line to 25170 Glen Road

It's been resubmitted to get repaired.

From: Rich <reng@mchsi.com>
Sent: Monday, November 8, 2021 7:50 AM
To: Christopher Major <cmajor@mediacomcc.com>
Subject: Re: Richard Jedy of 25140 Glen Road tampering with cable line to 25170 Glen Road

Hello Mr. Major, can you provide me a update on my connection?Thank you,Richard Eng----- Original Message -----From: "reng" To: "cmajor" Sent: Wednesday, November 3, 2021 11:51:05 AMSubject: Richard Jedy of 25140 Glen Road tampering with cable line to 25170 Glen RoadGood Morning

[https://alert-

dg01.redatatech.com/onprem_security_warning_fetch?cid=1095&ep=0383b7d253d1c7f3bd8520acaad5deef81c40fdc91787cb40fc08405aa492b75a62a73de1dcef649d8ef69b1f3f0601fa477bad40b6ac25271ca321e5cce367a9e8d01532bc1e99cf5e82fa4d74aa1aa8718c54fc542802510e]<https://report.messagecontrol.com/alert-details/?cid=1095&ep=0383b7d253d1c7f3bd8520acaad5deef81c40fdc91787cb40fc08405aa492b75a62a73de1dcef649d8ef69b1f3f0601fa477bad40b6ac25271ca321e5cce367a9e8d01532bc1e99cf5e82fa4d74aa1aa8718c54fc542802510ee582e5f1d68b31f7623d8aa901113c3c35f1be9a236c8226e5276dc47769cbc2801d047944f43c0ed292a81ac4c80213b82c0299e697b9a4de15ad0c0879a9166af838aa1f148b1a1a20a1b89b4ac89dbfa571712feb6c31625e1f230a64ab551fcce4ac3a39854f45e3aa21a8a81cb04d556d9c7a59449119f0808add83479002c445de20e57e90356be9be3549955bd5a6caed1411faa87344894c923ac122bb4ae0fb0d9e7e7a2c808b82842eba088722e217928b2b46330ee6ef82df5f65cc84dd468a2f2505b254cead16d8335026cfb89e78d5aaea3ebba197419d2b4a5b07e763b1554a219d0f6d8b6517cf813ce78a8a8bbe8>

Hello Mr. Major, can you provide me a update on my connection?

Thank you,
Richard Eng

----- Original Message -----

From: "reng"

To: "cmajor"

Sent: Wednesday, November 3, 2021 11:51:05 AM

Subject: Richard Jedy of 25140 Glen Road tampering with cable line to 25170 Glen Road

Good Morning Mr. Major,

As we spoke yesterday at your office regarding Richard Jeidy at 25140 Glen Road Shorewood on Sunday October 31st 2021 on the City street right way burying and cutting temporary line drop that was laid Monday October 25th 2021 by the Mediacom technician.

This line from the pole to our house at 25170 Glen Road is of 3 separate lines cut by Jedy! When will it be repaired?

Your timely response is greatly appreciated.

Thank you,
Richard Eng
25170 Glen Road Shorewood MN 55331
phone 952 380 1333

Jason Carlson

From: Rich <reng@mchsi.com>
Sent: Monday, September 19, 2022 12:18 PM
To: Planning
Cc: Marie Darling
Subject: Fwd: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

Follow Up Flag: Follow up
Flag Status: Flagged

Correction to be submitted at the 9/20/21 Planning Meeting and copies provided to every Shorewood Commissioner.
Thank you,
Rich Eng

----- Forwarded Message -----

From: "Rich" <reng@mchsi.com>
To: "planning" <planning@ci.shorewood.mn.us>
Cc: "Marie Darling" <MDarling@ci.shorewood.mn.us>
Sent: Monday, September 19, 2022 10:52:23 AM
Subject: Fwd: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

To the Shorewood Planning Department: Below is a series of emails trying to get my Mediacom utility line repaired after Jeidy next door neighbor at 25140 Glen Rd illegally tampered with it and cut the line again, second time in a matter of weeks. I would like this email to be copied and provided to every Shorewood Planning commissioner at the planning commission meeting on 10/20/21 as documentation relating to false claims they provided to the City. Later on today I will be sending your department photo's showing Jeidy with a shovel digging my cable line on the City of Shorewood public Glen Road right a way on Property that belongs to the City.

Thank you,
Rich Eng
25170 Glen Road

----- Forwarded Message -----

From: "Richard Meyer" <rmeyer@mediacomcc.com>
To: "Rich" <reng@mchsi.com>
Sent: Wednesday, November 17, 2021 10:27:55 AM
Subject: RE: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

I did just speak with tech and he said it is weatherproofed now.

I also spoke with the area director and they are going to issue a certified notice to the neighbor regarding the legal matter. Once it goes to our security/legal teams, then we can't comment further as it's under investigation. They have to follow certain steps within, before they submit to the authorities. If the notice to neighbor goes unheeded, then legal action will follow.

Please let me know if you need anything else. We appreciate your business and I hope you have wonderful holidays!

Thank you,

Ricky Meyer
Administrative Associate | Drop Bury Coordinator
W: 507-837-4899
1504 2nd St SE, PO Box 110, Waseca, MN 56093

-----Original Message-----

From: Rich <reng@mchsi.com>
Sent: Wednesday, November 17, 2021 10:18 AM
To: Richard Meyer <rmeyer@mediacomcc.com>
Subject: Re: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

The Tech is leaving now. Said he put some silicone around the 5 connections to water proof the line. I still have nothing from you on Jeidy at 25140 Glen Road from further tampering with the line. The Tech left the 4 connections above the ground in case I have a problem when the ground freeze up and a crew needs to make a connection to my home. What is Mediacom doing regarding prevention on future tampering with the line??

Thank you,
Richard Eng

----- Original Message -----

From: "Richard Meyer" <rmeyer@mediacomcc.com>
To: "reng" <reng@mchsi.com>
Sent: Wednesday, November 17, 2021 9:08:36 AM
Subject: RE: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

I did just speak with tos and he mentioned its on the schedule for this morning already. Please let me know if you don't see anything by 3-4 pm today. Thank you.

Thank you,

Ricky Meyer
Administrative Associate | Drop Bury Coordinator
W: 507-837-4899

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From: Rich <reng@mchsi.com>
Sent: Wednesday, November 17, 2021 7:31 AM
To: Richard Meyer <rmeyer@mediacomcc.com>

Subject: Re: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

Ricky, nothing happened yesterday on the Nov. 16th. Richard Eng----- Original Message -----From: "Richard Meyer" To: "reng" Sent: Monday, November 15, 2021 10:17:24 AM Subject: RE: 11/12 - 25170 GLEN RD - SHOREWOOD - MN Rich, I spoke with tech ops supervisor and they are going to tr

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Ricky, nothing happened yesterday on the Nov. 16th.

Richard Eng

----- Original Message -----

From: "Richard Meyer"

To: "reng"

Sent: Monday, November 15, 2021 10:17:24 AM

Subject: RE: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

Rich, I spoke with tech ops supervisor and they are going to try to get a tech out here on Tuesday/Wednesday this week. Let me know if you don't see any resolution by end of day Wednesday.

Thank you,

Ricky Meyer

Administrative Associate | Drop Bury Coordinator

W: 507-837-4899

1504 2nd St SE, PO Box 110, Waseca, MN 56093

-----Original Message-----

From: Rich
Sent: Saturday, November 13, 2021 8:33 AM
To: Richard Meyer
Subject: Re: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

Ok,
Thank you Ricky.
Richard Eng

----- Original Message -----

From: "Richard Meyer"
To: "reng"
Sent: Friday, November 12, 2021 4:21:31 PM
Subject: 11/12 - 25170 GLEN RD - SHOREWOOD - MN

Richard, sorry for the delay in response today. I was unable to get the callback I needed from local ops today. I have email out to that tos and his boss to try to address this line asap. I will follow up with you further on Monday. Thank you and have a wonderful weekend! Stay warm!

Address

City

State

25170 GLEN RD

SHOREWOOD

MN

Thank you,

Ricky Meyer

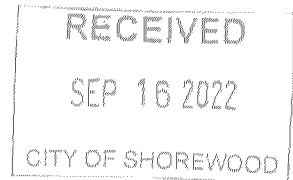
Administrative Associate | Drop Bury Coordinator

W: 507-837-4899

1504 2nd St SE, PO Box 110, Waseca, MN 56093 [2019_Xtream_Horozontal_FullColor_PoweredBy]

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To: City of Shorewood Planning Committee
From: Richard and Denise Eng, 25170 Glen Road, Shorewood
Date: Sept 16, 2022



Re: Proposed conditional use permit for 25140 Glen Road to construct a full privacy fence

The proposed fence would run along the entire east side of our property line and requires three variances:

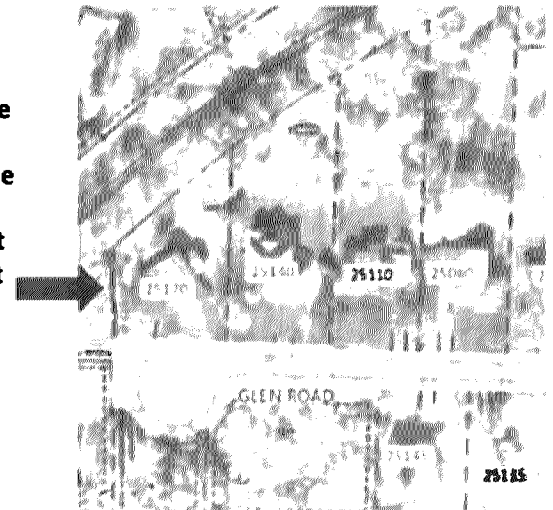
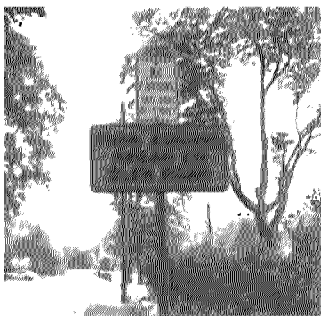
- No break in the fence line where most fences are required to be 25% open
- Six to seven feet along the entire length of the fence where most fences are allowed to be four and six feet high
- Described as a "privacy fence" which means no visibility through the fence at any point for the entire length of the fence

We strongly urge the Committee to deny this permit for the following reasons:

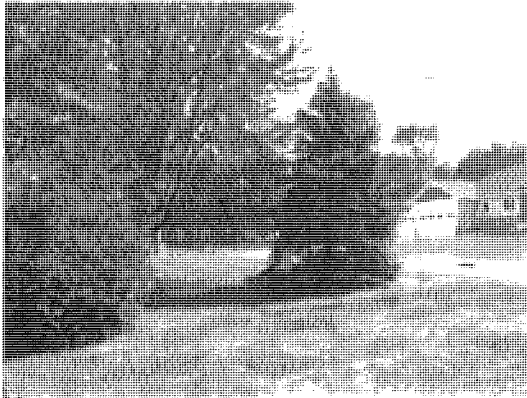
1: Visibility and Safety

Our property is the first house on the newly completed cul-de-sac on Glen Road.

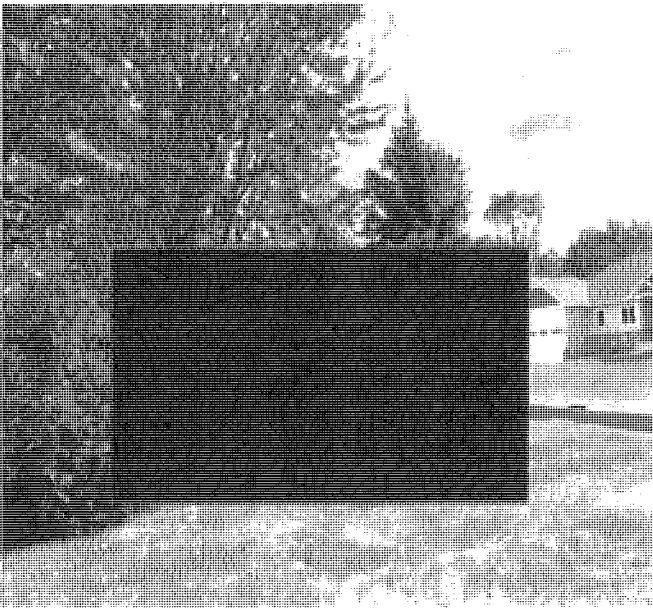
Since construction was completed last fall, we have seen a lot more traffic using the turn-around; not just more cars, but school buses, larger delivery vehicles and contractor / service vehicles. In fact, the City placed additional signage on the road expressly asking all vehicles to proceed down the street and use the cul-de-sac in front of our house to turn around. These vehicles come down the street (which is now straight and well-paved) without slowing down significantly as they round the turn.



Our primary concern with the proposed fence is that it would severely reduce visibility to traffic coming down Glen Road. As you can see from the photos taken from our driveway looking up Glen Road, our neighbors already have a large conifer on the edge of their property that restricts our visibility, yet we are able to see through the branches to the street beyond (the street is shown in bright blue in the photos on the following page).



Just to the right of the conifer in the photo, you can see a survey marker indicating the corner of our lots and the right-of way. The arborvitae hedge shown on the left side of the photo is roughly seven feet tall at the highest point in this photo. If we were to project a seven foot fence starting from the survey marker, you can see how the proposed fence would effectively block visibility to traffic coming down Glen Road until those vehicles were right in front of our house.



2: Wildlife Corridor

Our property borders the Three Rivers Park walking/biking trail and we are regularly visited by deer and flocks of wild turkeys that roam the trail and forage in our yard. We have already seen an increase in both deer and wild turkey visits caused by last summer's construction.

There is an existing hedge along the east side of our property that is more than 25% open allowing wildlife to easily cross through our front, back and side yards following existing game trails. The

Marie Darling

From: LaFontaine, Jen {PEP} <Jen.LaFontaine@pepsico.com>
Sent: Saturday, September 17, 2022 11:51 AM
To: Planning
Cc: LaFontaine, Matthew M {PEP}
Subject: Richard Jeidy and Virginia Bell - Planning Notice

As a neighbor across the street from both parties, we are in agreement with the proposed special use fence at 25140 Glen Road.

Jen and Matthew LaFontaine
25165 Glen Road

Jen LaFontaine
Director - FLNA Food Service
Tel: 469-744-2676

A. PUBLIC HEARING – CONDITIONAL USE PERMIT FOR A SPECIAL PURPOSE FENCE

Applicant: Richard Jeidy and Virginia Ball
Location: 25140 Glen Road

Planning Director Darling gave an overview of the request for a Conditional Use Permit for a Special Purpose Fence to provide a barrier to reduce confrontations between the applicant and their adjacent neighbor. She explained that the City's fence regulations allow for this type of application to be reviewed as a CUP rather than a variance. She stated that the fence is proposed to be a full privacy fence at six feet in height for the majority of the length of the property line with seven feet sections at the common confrontational areas. She reviewed the City's fence regulations that typically require front yard fences to be a minimum of 25% open and a maximum of four feet high, however, the applicant has stated that a shorter fence that is 25% open would not stop the ongoing confrontations. She stated that staff recommends approval of the request. She explained that staff received seven letters regarding this application, five of the letters were from the Eng household at 25170 Glen Road which expressed concern about the application, and two letters of support, one from Kimberly and Robert Kelly, 24975 Glen Road and the other from Jen and Matthew Lafontaine, 25165 Glen Road.

Commissioner Riedel asked Planning Director Darling to explain the difference between a variance and CUP, specifically the criteria related to fences.

Planning Director Darling explained that a variance is an application proposing something that is not in keeping with the zoning regulations or would be something that is contrary to the requirements. She stated that a CUP is an allowed use in the zoning district and explained that the difference between the two was essentially a variance is an exception to the rules and a CUP is an allowed use where they would look at more conditions than with just a permitted use.

Commissioner Huskins asked if there were any pre-existing easements between these two properties that the fence may or may not impact.

Planning Director Darling stated that she has not seen any easements shown on the applicants' survey. She noted that there are drainage and utility easements on the adjacent property.

Commissioner Huskins asked if an interim CUP permit would apply to fencing under any conditions.

Planning Director Darling answered that it did not and was not an option in this scenario as the ordinance would need to name the use as an interim conditional use permit..

Commissioner Eggenberger asked what would happen if a subsequent owner took the fence down.

Planning Director Darling stated that it would be a permanent approval, so if it was removed, they could reinstall it.

Commissioner Eggenberger asked if there were any requirements for maintenance after the fence is put up.

Planning Director Darling stated that it would be the same for any structure and would need to be maintained.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

SEPTEMBER 20, 2022

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Commissioner Riedel stated that the City's code is very complex when it comes to fencing and the Commission had discussions in the past about cleaning up the code. He stated that Planning Director Darling outlined in the staff report how this fence differs from the requirements that would not require a CUP. He stated that his understanding is that people are allowed to construct a fence, with a permit, if it is at least three feet from the property line and if it would be right on the property line, there is a requirement that they get permission from the adjacent owner. He asked if his understanding was correct that this CUP superseded that requirement.

Planning Director Darling stated that the requirement of three feet from the property line is not quite correct and explained that it is three feet, if there is an adjacent fence because that space would allow for maintenance or mowing between the fences. She stated that if the desire is to put the fence right on the property line, the City requires sign-off from the adjacent neighbor.

Chair Maddy asked if the City regulated vegetation, for example arborvitae, to a certain height or setback.

Planning Director Darling stated that the City did not regulate vegetation.

Richard Jeidy, 25140 Glen Road, explained the background and reason behind his request for this fencing was that they were attempting to minimize confrontation that they have been putting up for 17 years from their neighbor. He explained that the final straw was the vulgar insults to his wife and chasing his dog with a shovel. He stated that they are asking for the ability to have peace of mind and walk in their own yard while feeling both comfortable and safe.

Commissioner Huskins asked if Mr. Jeidy had given any consideration to maintenance if the fence was so close to the neighbors property line and asked if there was a reason it needed to be that close to the line.

Mr. Jeidy explained that the reason they have chosen vinyl as the fence material was because it is low maintenance. He stated that the ability to have it on the lot line will allow him to keep trees and bushes that would not be disturbed and stated that he really would like to have full usage of his lawn.

Commissioner Riedel stated that there is a lot of existing vegetation and asked for details on which lot they were on.

Mr. Jeidy stated that the maple and pine in the front are on his lot and explained that they had gone through mediation through the City on the arborvitae that comes right up against the lot line. He stated that originally this individual owned both homes and things kind of melded together which is the reason for the closeness of the edging to the arborvitae. He stated that he has trimmed it back over the years because he was supposed to maintain his side of the vegetation, which he has done. He stated that in the hopes of getting approval of the fencing, he has trimmed back the arborvitae at the end of the property. He stated that his request is to place the fence about 2-3 inches off the property line.

Commissioner Eggenberger asked if the arborvitae would essentially grow into the fence.

Mr. Jeidy stated that it could, but arborvitae does not really rub or wear on vinyl fencing and noted that they are planning to use a very high-end, durable vinyl. He reiterated that he would like to get as much use of his yard as possible and did not think the arborvitae or other vegetation will be an issue for the fencing.

Chair Maddy opened the Public Hearing at 7:24 P.M. noting the procedures used in a Public Hearing.

Richard Eng, 25170 Glen Road, stated that he was the adjacent property owner. He stated that the City needs to go back and check their records regarding the easement because there is an easement for utility and drainage which was done when the lot was split in 1987. He stated that he holds the records of that and explained that it is located right at the lot line. He stated that he would question licensing for the applicants dog and asked why it would be running around and not contained. He clarified that he did not hit the dog and was defending himself from an aggressive dog. He stated that the request is for vinyl fencing and he wanted to point out that vinyl cracks so it will not be maintenance free. He expressed concern about the ability of the installation crew digging holes and doing the work to be able to put up this fence without having to trespass on his property. He stated that he is not opposed to a fence, but he has numerous plantings in the area and would prefer chain link or split rail. He stated that he had his property surveyed in 2011 and all the markers were removed within 3 weeks. He explained that he had contacted the police department and was told that it was a civil matter. He stated that he again had his property surveyed this past July and told the surveyor not to put any markers on the property line. He noted that based on his survey results, the location that they want to put their fencing is just about 3 inches away from the edge of his arborvitae. He stated that on advice of counsel, he has hired an expert with a PhD in biology and another PhD in forestry who assessed the area in August who told him that his arborvitae would be dead within a few years if the proposed fencing is put up where they are proposing. He stated that he went out and got an estimate for the replacement costs for his arborvitae which would be \$26,309.22. He stated that he cannot stop them from putting up a fence, but when that fence affects his landscaping then it will become an issue for him. He stated that he feels the fencing, as proposed, will not stop confrontation because there will be future problems with his vegetation or his trees pushing on their fence.

Commissioner Eggenberger noted that it takes 2-3 days to erect a fence and asked if Mr. Eng was implying that he would not allow the construction crew to be on his property.

Mr. Eng reiterated that if they are allowed to put up a 7 foot tall fence he questions what would happen to his landscaping, so he would not allow the crew to be on his property.

Commissioner Huskins stated that there was safety issue brought up in the document Mr. Eng had presented that he would not be able to see traffic arriving into the cul-de-sac area.

Mr. Eng stated that this is where he feels the City has it wrong and has not done enough research. He stated that since they have built the cul-de-sac, cars come and whip around the cul-de-sac without stopping, and noted that there is also a deer corridor nearby and he feels a tall fence to the street will make it difficult for him to see and have appropriate reaction time.

Commissioner Riedel asked him to point on the diagram what line of sight would be impaired by the fencing and noted that he believed the only thing that would be obscured by the fencing would be his home and not the road.

Mr. Eng stated that he will not be able to sit in his living room and see the mailman or any emergency vehicles.

Commissioner Riedel stated that the line of sight from inside his home has no bearing on safety for traffic.

Chair Maddy stated that he believes he was referring to animals or something moving from behind the fence into traffic.

Mr. Eng stated that he was also concerned with the effect of this seven foot fencing on his home value for resale.

Joe Lugowski, 24710 Glen Road, referenced the size of the dog being discussed and explained that it is a little poodle. He stated that he had never met the dog before but when he stopped over there today, that dog literally jumped into his car, wagged its tail and licked him. He stated that the road is brand-new and in years past it was only 10-11 feet wide and full of trees, but the current visibility on the road is extremely good. He stated that cars have increased their speed and noted that he had even stopped some cars that he felt were going too fast because he is at the beginning of the street. He explained that he did not share the concerns that were given by Mr. Eng regarding visibility.

Chair Maddy closed the Public Testimony portion of the Public Hearing at 7:46 P.M.

Chair Maddy noted that included in the report are accusations and rebuttals which the Commission has read.

Commissioner Riedel stated that he thinks the distinction between a variance and a CUP is relevant. He stated that he may not be inclined to grant a variance when it has to do with a dispute between neighbors but the Code has the CUP provision for fences and there are situations where it makes sense to deviate from the four foot, 25% open rule. He stated that he feels that this request seems reasonable in every respect and would provide a solution to what appears to be a very serious concern.

Commissioner Holker stated that she agreed and noted that peace in a neighborhood is very important to her and if this action will help that, she would be in support of the request. She stated that she grew up in this neighborhood and her parents still live there. She noted that the new road is a vast improvement over what was there and does not see any concerns with regard to sight lines.

Commissioner Eggenberger stated that he has served on the Planning Commission for five years and he has never met a proposal to put up a privacy fence that he liked. He stated that he abhors privacy fences unless they screen machinery or eyesores and thinks they are bad for the City. He stated that there is an old Welsh proverb that says, "A little among neighbors is way more than riches in a wilderness.", but he plans to vote for recommending approval for this CUP.

Commissioner Huskins stated that he will also support this request, but noted that he is concerned about the potential loss of landscaping of the adjacent property, but he recognizes that is a 'what if' scenario in the future.

Chair Maddy stated that to throw out an opposing view point from Robert Frost, "Good fences make good neighbors.", and explained that the point of the poem is that many times fences aren't really needed. He stated that with this being a behavioral issue, he hates to see the City get too involved in what one neighbor says about another and vice versa because it makes everyone uncomfortable and noted that he was hopeful that it will get resolved.

CITY OF SHOREWOOD PLANNING COMMISSION MEETING

SEPTEMBER 20, 2022

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Commissioner Riedel stated that he does not know the legal intricacies in this situation, but if something is permitted by the zoning code or approved of the Council, it is not clear to him that a neighbor can then sue for damages, for instance, to their landscaping. He stated that he did not intend to opine on that issue, but he would hope that there is no legal action surrounding this and hopes that the neighbors can resolve their differences.

Chair Maddy asked that it be included in the report for the Council that if the arborvitae die and it can be attributed to the CUP that was given, whether that would constitute a taking by the City or what other legal liabilities there may be in that situation.

Planning Director Darling stated that she will have the City Attorney look into this issue prior to the Council meeting.

Riedel moved, Huskins seconded, recommending approval of the CUP for a Special Purpose Fence at 25140 Glen Road, subject to acquisition of a building permit. Motion passed 4/1 (Maddy opposed).

Planning Director Darling stated that this item will come before the City Council on October 10, 2022.

Mr. Eng asked Planning Director Darling if he came into the City tomorrow and asked for a fence permit that did not require any variances whether it would be approved.

Planning Director Darling stated that the City has a standard permit, so if no variances were needed, it would be approved.

Mr. Eng asked if that meant that if he did that and got the fence put up, then the applicant would have to have his fencing offset three feet.

Planning Director Darling explained that Mr. Jeidy's applicant was the first application, so if Mr. Eng applied for permit to install a fence, he would need to keep his 3 feet away from Mr. Jeidy's fence and not the other way around.



CITY OF
SHOREWOOD

4A

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: September 20, 2022

REQUEST: Conditional Use Permit- Special Purpose Fence

APPLICANT: Richard Jeidy and Virginia Ball

LOCATION: 25140 Glen Road

REVIEW DEADLINE: November 30, 2022

LAND USE CLASSIFICATION: Low Density Residential

ZONING: R-1C

FILE NUMBER: 22.05

REQUEST:

The applicants requested a conditional use permit to construct a privacy fence with six and seven foot tall sections along their west property line for the purpose of reducing confrontation areas along the property line with their neighbor. The request is considered a special purpose fence that requires a conditional use permit because varies in height, design, and location from the residential boundary fence regulations of the Shorewood City Code.

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

The adjacent property owners on the east, south and west sides of the property are developed with single family homes. The property on the north side (across the regional trail) is a twin-home. The subject property contains approximately 31,000 square feet of area and includes no wetland or floodplain. The property is not subject to tree preservation regulations.

Applicable Code Sections: City Code Section 1201.03, Subd. 2 .f. 11. provides for a conditional use permit to be obtained for any special purpose fence when the height, location and design vary from the residential boundary fence regulations.

City Code Section 1201.03, Subd. 2.f. (9) (a) allows any fence along a side property line to be constructed to a height of six feet on or along the side property line from the rear property line to the required front setback (in this case 35 feet), although it must be at least 25 percent open.

Section 1201.03, Subd 2 f. (9) (b) prohibits any fence in the required front yard to be taller than four feet and requires that it must be a minimum of 25 percent open.

REQUEST

The applicants maintain that the hostility exhibited by the adjacent neighbor has been on-going and the fence is proposed to reduce visibility across the property line and erect a barrier in specific confrontation areas. Due to the height of the adjacent neighbor, the applicants request a solid privacy fence that would be a minimum of six feet along the shared property line and seven feet in the confrontation areas. The fence is proposed to extend the entirety of the shared property line (about 226 feet). The fence would be erected a few inches onto the property owner's side of the property line. The distance between the curb and the front property line is 13.5 feet.

The proposed fence varies from the regulations of City Code Section 1201.03, Subd. 2.f.9- Residential District Fences in three ways: height, setback and design.

Height/Setback: As noted above, without a conditional use permit application, the city's fence regulations would allow for a maximum of a four-foot fence to be installed within 35 feet of the front property line. The applicants have proposed a fence with six and seven-foot sections along the shared property line, with the taller sections in regular confrontation areas. The height they proposed is based on the height of their neighbor.

Design: City Code Section 1201.03, Subd. 2.f.9.a(vii) states that all residential boundary line fences must be constructed to have 25% of the plane from the ground to the top of the fence open. The applicants have stated a concern that with openings, the fence would not achieve the full barrier that is needed to stop property line area confrontations.

FINDINGS

All conditional use permits are reviewed using the standards listed in Section 1201.04. Staff reviewed the application accordingly and finds:

Consistency with the Comprehensive Plan: The proposed use, and its related construction, would be consistent with the policies and provisions of the Comprehensive Plan. Fences up to six feet are a conditionally allowed use in residential districts. Although the proposed fence varies slightly from the provisions of the City Code, it is not inconsistent with a residential use of the property.

Compatible with Present and Future Land Uses: The proposed fence would add additional privacy and security between two properties that have a long-standing history of confrontations. It would be an unusual fence in that it will be quite tall, however, the affected property is near the end of Glen Road.

City Service Capacity: The proposed fence uses no utilities or greater impact on the public street.

Public Welfare: The fence would promote and enhance the general public welfare by providing additional security for the property owners. The fence would not be detrimental to or endanger the

public health and safety of any adjacent property owners or car or pedestrian traffic. The fence would be installed near the far west end of the cul-de-sac and the fence would not block visibility of the cul-de-sac as the turnarounds extends south of the existing roadway rather than being centered on the end of the roadway. There is very little traffic on this end of Glen Road and the traffic that drives down this area is proceeding slower as the drivers either prepare to enter driveways or turnaround in the cul-de-sac. According to their survey, the adjacent property owners' driveway is about 70 feet from the proposed fence. The location of the fence at the front property line will be very close to where a coniferous tree is planted and as a result, the fence would provide no new obstructions to visibility.

RECOMMENDATION

Staff finds that the applicants' proposal meets the standards for a conditional use permit and recommends approval. The standards are open to interpretation and consequently, the Planning Commission could reasonably find otherwise. Should the Planning Commission recommend approval of the special purpose fence conditional use permit, staff recommends that the applicant be required to acquire all necessary permits prior to construction.

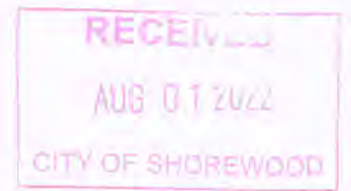
ATTACHMENTS

Location map

Applicants' narrative and plans

25140 Glen Road Location Map





From: Richard Jeidy and Virginia Ball

To: City of Shorewood,

Date: August 1, 2022

RE: Conditional Use Permit (CUP)

Attention: Marie Darling

Reason: Intrusion and harassment from adjacent neighbor @ 25170 Glen Road, Shorewood, MN 55331

The specific reasons we are seeking a CUP are outlined below. The adjacent neighbor has been constantly harassing and yelling at us for 17+ years. He stands on his property glaring at us attempting intimidation. We are asking for 7' high fencing in two areas, these areas are the confrontation areas. The request to move from variegated to solid panels is to eliminate his constant observation of our activity. Frankly we are tired of his antics and fencing would provide out of sight and peace of mind.

Conditional Use Permit Requests:

- From 6' to 7' (two designated sections) – confrontation areas
- From variegated panels to solid panels
- From back property stake 75' of 6' high, 60' of 7' high, 60' 6' high in front of Global Arborvitaes, 40' of 7' high from end of Global Arborvitaes to street – Detailed on Survey map
- Extend 7' fence as far as possible in the front yard to curb of to prevent visual contact and eliminate one of the confrontation areas: no restrictions on visibility and no impact of traffic. Both 7' high sections would be eliminating confrontation areas

Harassment Instances

1. Verbally assaulted my wife, Ginger Ball standing at the property line and calling her a "vagina". Reported incident to Shorewood Police Dept
2. Denny Hanson former Shorewood Chief of Police recommended we take out a restraining order on the adjacent neighbor
3. October 23, 2021, cut the other adjacent neighbor @ 25110 Glen Road and my Mediacom Internet and cable TV connections, not realizing Mediacom mistakenly cut my line the day before on October 22 and I had a repair ticket for the fix on October 24. Accused me of cutting his line so it was retaliation. He threatened me and asked me "if I wanted to make something of it"
4. November 11, 2021, verbally harassed us while measuring distances on lot line
5. Chased our dog with a shovel while yelling at him
6. The adjacent neighbor cats used our property as a litter box

7. Turns on in-ground lawn sprinklers on while mowing at the property line
8. Constant picture taking & looking out windows – watching our every move
9. Stands on lot line and glares at us
10. Stacked wood on our property, former Shorewood arbitrator Michael Grahek told him to remove wood pile since he was over the property line
11. Threatened me after he was told to remove wood by the City, asked me “what I like to do something about it”. My thought is he was pushing for a physical confrontation
12. Cut back global arborvitaes on our property after specifically being told by former Shorewood arbitrator Michael Grahek to only maintain his side, he left his side untouched
13. April 18, 2022, received letter from attorney Patrick Neaton accusing me of removing existing property stakes - copies attached
14. July 11th, 2022, harassed surveyor from Gronberg & Associates while finding survey stakes



CERTIFICATE OF SURVEY FOR
ERNIE PIVEC
 IN LOT 8, BLOCK 1, CASEY ADDITION
 HENNEPIN COUNTY, MINNESOTA

REF 103
 AUG 07 20
 CITY OF SHOREWOOD

SITE COPY

- PROPOSED ELEVATIONS
 1) TOP OF FOUNDATION = ~~962.3~~ 962.3
 2) BASEMENT FLOOR ELEVATION = ~~958.3~~ 958.3
 3) GARAGE FLOOR ELEVATION = ~~962.0~~ 962.0
 SEE SHOREWOOD CITY ENGINEER'S
 MEMORANDUM ATTACHED.

PROPOSED HARDCOVER

HOUSE	=	2332	±	Sq. FT.
DRIVWAY	=	1160	"	
DECK PORCH	=	201	"	
DECK	=	224	"	
SIDEWALK	=	148	"	
TOTAL	=	4065	=	12.72%
LOT AREA	=	31,945	"	

LEGAL DESCRIPTION OF PREMISES

The East 118 feet of Lot 8, Block 1, CASEY ADDITION

This survey shows the boundaries of the above described property, the location of an existing foundation thereon, and the proposed location of a proposed house and deck. It does not purport to show any other improvements or encroachments.

- : Iron marker found
 - : Iron marker set
 - (959.5) : Existing spot elevation, mean sea level datum
 - (959.5) : Proposed spot elevation, mean sea level datum
- Bearings shown are based upon an assumed datum



GRONBERG & ASSOCIATES, INC.
 CONSULTING ENGINEERS, LAND SURVEYORS, SITE PLANNERS
 445 N. WILLOW DRIVE LONG LAKE, MN 55356
 952-473-4141

I hereby certify that this survey was prepared by me or under my direct supervision, and that I am a duly registered Civil Engineer and Land Surveyor under the laws of the State of Minnesota.

Mark S. Gronberg
 Mark S. Gronberg Minnesota License Number 12755

SCALE
 1"=30'
 DATE
 9/27/02
 JOB NO.
 02-432

CHICAGO & NORTH WESTERN RAILWAY
 $R=1601.40$
 $\Delta=90^{\circ}14'40''$
 $L=148.58$

0.38

118.00

(955.9)

S 00°00'00" E 312.82

15' OF 6' FENCING

60' OF 7' CONFRONTATION AREA

60' OF 6'

40' OF 7' CONFRONTATION AREA

2"-3" OFF PROPERTY LINE

GLEN ROAD

N 90°00'00" W 118.00

MANHOLE
 RM ELEV=960.6
 HY ELEV=947.10

RECEIVED

JUL 25 2022

CITY OF SHOREWOOD





City of Shorewood Council Meeting Item

4B

MEETING TYPE
Regular Meeting

Title / Subject: Preliminary and Final Plat for High Pointe Estates Second Addition

Applicant: Roy Lecy

Location: On the east side of the southeasterly extent of Charleston Circle

Meeting Date: October 11, 2022

Prepared by: Marie Darling, Planning Director

Review Deadline: December 29, 2022

Attachments: Engineers' Memo dated September 14, 2022
Draft minutes from the September 20, 2022 meeting
Planning Staff Memorandum
Covenants and Development Agreement for High Point Estates
Resolution approving a Preliminary and Final Plat

Background: See attached memorandum for detailed background on this item. The applicant proposes to record a new plat to change the legal description of the parcel from an outlot to a lot number so that it may be considered a buildable lot.

At their September 20, 2022 meeting, the Planning Commission voted unanimously to recommend approval of the item, subject to the conditions listed in the staff report.

Summary of Public Notice: Notice of the preliminary plat application was published in the official newspaper at least 10 days prior to the planning commission public hearing and mailed notice was sent to all property owners within 750 feet of the subject property.

At their September 20, 2022 meeting, the Planning Commission voted unanimously to recommend approval of the item, subject to the conditions listed in the staff report. The primary issue raised at the meeting was related to the condition of Charleston Circle.

Homeowner Association Documents

Two Planning Commissioners asked the applicant if the lot would be included in the HOA.

The applicants representative indicated that it would. However, revised HOA documents submitted just before the meeting appear to contradict this statement and staff do not believe the applicant's representative was aware of the situation. Staff reviewed the HOA

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.*

documents submitted which show that the applicant and the residents of High Point Estates have agreed to remove the subject property from the homeowners association.

Regardless of whether or not the property is part of the HOA documents, it remains part of the original PUD, but the PUD has very few restrictions on any development. Both the original declaration of covenants for the HOA and the development agreement are attached. The differences are summarized below:

- Minimum house size: The original HOA minimum house size permitted in the development was 1,500 square feet or 2,400 square feet for two-story homes. In Shorewood, the minimum house size permitted is 30 feet by 22 feet. While some of the narrowest homes in Shorewood have requested variances to the minimum width (22 feet), all the recent single-family homes constructed have been larger than 1,500 square feet.
- Building materials/roof pitch: Instead of the design requirements of the HOA, the home would be designed based on the preference of the new homeowners or the builder.
- Fence styles: The home would be subject to the same Shorewood fence requirements as the other lots on Charleston Circle.
- Wetland/Buffer Protection: Conservation easements were included in the original development agreement (not HOA documents) and are required by City Code.

Condition of Charleston Circle

A resident expressed concern that the roadway had a crack in it and that construction traffic would damage the roadway.

The Commission asked if the Public Works department could be consulted on an answer for this concern. After the meeting, Public Works Director Brown reviewed the concern and said that some cracking is always present on roadways. He said the road is in very good condition (8 out of 10 in the pavement management rating system) and he would not anticipate normal construction traffic to cause damage to the roadway.

Financial or Budget Considerations: The application fees cover the cost of processing the request. Developments are required to pay fees for utility connection (sewer only) and park dedication. These fees are collected prior to the release of the final plat for recording.

Recommendation / Action Requested: Staff and the Planning Commission recommend approval of the request for a preliminary and final plat for High Pointe Estates Second Addition on property located on the east side of the southerly extent of Charleston Circle, subject to the findings and conditions in the attached resolutions. Should the City Council determine another course of action is more appropriate, staff recommend referring the item back to staff to draft the appropriate findings-of-fact.

Proposed motion: Move to adopt the attached resolution approving a preliminary and final plat for High Pointe Estates Second Addition, for Roy Lecy, subject to the findings and conditions in the attached resolution.

Any action on this request would require a simple majority.

Next Steps and Timelines: If the City Council approves the request, the applicant would need to submit revised plans and the other information listed prior to recording the final plat or requesting a building permit.

RESOLUTION 22-098

CITY OF SHOREWOOD COUNTY OF HENNEPIN STATE OF MINNESOTA

A RESOLUTION APPROVING A PRELIMINARY AND FINAL PLAT FOR HIGH POINTE ESTATES 2ND ADDITION FOR ROY LECY FOR PROPERTY LOCATED AT THE SOUTHERLY EXTENT OF CHARLESTON CIRCLE

WHEREAS, Roy Lecy (the “Applicant”), has submitted a request for a Preliminary and Final Plat to change the legal description of the parcel legally described as:

Outlot D, High Point Estates, Hennepin County, Minnesota; and,

WHEREAS, the applicant submitted the request for the preliminary and final plat in the manner required for the review of such applications under the Shorewood City Code and under Chapter 462 of Minnesota Statutes, and all proceedings have been duly consistent thereunder; and,

WHEREAS, the preliminary and final is consistent with the Shorewood Comprehensive Plan and the intent of the regulations and requirements of the laws of the State of Minnesota and the City Code of the City of Shorewood.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood that the RLS and variances are hereby approved, subject to the following conditions:

1. The lot line adjustment is hereby approved, in accordance with the plans submitted on August 2 and 31, 2022 (the “Plans”) and subject to the conditions listed below.
2. Prior to recording the plat, the applicant shall complete the following:
 - a. Any changes to the wetland delineation required by the MCWD shall be incorporated into the Plans and the legal descriptions for the conservation easement for the wetland and wetland buffer.
 - b. Submit the following: 1) a revised final plat with drainage and utility easements over the wetland and wetland buffers; 2) a separate legal description and exhibit for an access easement over the southwesterly tip of the parcel to provide access to the city’s property to the south; and 3) revised plans and permits consistent with the engineering memo dated September 14, 2022.
 - c. Submit executed conservation easements over the wetland and wetland buffers and an executed access easement.
 - d. Pay required utility connection fees and park dedication for one additional lot.
3. Prior to construction of a home on the new lot, provide the following:
 - a. Proof of recording for the plat, easements, and other recorded documents.
 - b. A stormwater management plan consistent with the City and watershed district requirements.
 - c. A revised tree preservation inventory with the size, species, condition, and status of the trees on the site.
 - d. A landscaping plan showing the required tree replacements consistent with City Code and the tree preservation policy.
4. The approval for the plat request shall expire in 180 days if the Applicant has not recorded the plat with Hennepin County. The Applicant may request an extension to the approval subject to the requirements of Section 1202.03 Subd. 3.c.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of October, 2022.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk



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MEMORANDUM

Date: September 14, 2022
To: Marie Darling, Planning Director
From: Andrew Budde, PE/Matt Bauman, PE
Subject: High Pointe Estates Subdivision/Final Plat – Engineering Review
City of Shorewood
Project No.: 0C1.123603

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

- Civil Engineering Plans dated 12/19/2019
- Stormwater Management Plan dated 12/18/2019
- Wetland Delineation Report dated 5/23/2022

This review included the documents listed above primarily dealing with grading, modelling and stormwater management.

1. The proposed stormwater management proposed generally meets the City's Surface Water Management Plan requirements. Additional review and comments will be provided during building permit application.
 - a. Note the applicant will be required to complete a stormwater maintenance agreement for the long-term care of the rain garden facilities.
 - b. The rain garden facilities will need to be outside of the drainage and utility easements.
2. An access easement should be included with the plat for the southwestern tip of the property between the cul-de-sac and the wetland so the City can reach the wetland in the future.

B. PUBLIC HEARING – PRELIMINARY PLAT FOR HIGH POINTE ESTATES 2ND ADDITION

Applicant: Roy Lecy

Location: High Pointe Estates 2nd Addition - Southeasterly extent of Charleston Circle

Planning Director Darling explained that this application is a request from the property owner for a Preliminary Plat to alter the legal description so that it can be considered a buildable lot. She noted that the property is located on the east side of the cul-de-sac at Charleston Circle and was created as a remnant property or outlot with the High Pointe Estates subdivision that could be combined with adjacent properties in the future for a larger subdivision. She stated that after twenty years, the property owner has requested this action to move forward with the sale of the property as a buildable lot which requires changing the legal description of the property. She stated that the property more than meets the requirements for lot area and width as outlined in the staff report and explained the requests for easements around the perimeter of the property along with wetland, conservation, and access easements. She gave a brief overview of the stormwater management plan and tree preservation inventory that the applicant has submitted. Staff recommends approval subject to the conditions listed in the staff report and engineers memo. She noted that there was a small typographical error in the report and clarified that there are no variances needed for this application.

Commissioner Riedel stated that there was mention of changes in the wetland delineation and asked if that was the boundary of the wetland.

Planning Director Darling reviewed the property boundary and noted that the wetland has been delineated and explained that there is a small amount of wetland that has grown beyond the property line into this property, so they will be looking for easements. She explained that the wetland delineation has been submitted to the watershed so those boundaries are subject to change until after they have gotten their full approvals through the watershed district.

Commissioner Holker stated that she would like to understand what the original intent was for this outlot. She stated that in reading through the information, it sounds like there was not a commitment to leave it empty.

Planning Director Darling stated that was correct and explained that this particular lot was created in order to combine it with adjacent properties for future larger subdivisions, but the subdivision never occurred because they were never able to acquire additional property, so they would like to move forward on their own and make this is a buildable lot.

Ruth Lecy, 5630 Glen Avenue, Minnetonka, stated that Mark and Roy Lecy have owned this property for 20 years and developed High Pointe Estates from it. She explained that they simply want to change Outlot D into a single family lot in order to build one home on it. She stated that she believed that they had submitted all the necessary paperwork to the City and noted that she also has signed forms from the HOA at High Pointe Estates approving this proposed change.

Commissioner Riedel asked if this property would be subject to the HOA of High Pointe Estates.

Ms. Lecy stated that was correct.

Chair Maddy asked if the property owners had any issues with the conditions of approval that have been recommended by staff.

Ms. Lecy stated that they do not and explained that they have done a great deal of development in the area and are well aware of the parameters that have to be met.

Linda Esenther, 5960 Glencoe Road, stated that they live right next to this property and have lived there for 37 years. She explained that they do not object to this proposal because they have enough land and noted that she had initially been confused because she thought they were requesting variances. She asked how she could get access to the wetland delineation report. She stated that she would also encourage the construction company to have a meeting with the neighbors in the area so that the neighborhood understands that they are keeping the wetland and wildlife and will not be encroached upon. She stated that she would like the neighborhood to have more access to information so they can be sure where all the boundaries are located.

Planning Director Darling noted that she had not included the most recent wetland delineation in the staff report, but it is available to the public and invited Ms. Esenther to stop by City Hall and she will make her a copy of the information.

Ms. Esenther asked if residents had access to the larger file because the information in the packet was just a summary of the information.

Planning Director Darling stated that the application is all public information and she is welcome to stop by tomorrow and look through the information.

Bentley Graves, 5980 Charleston Circle, stated that he was not opposed to this request and supports building a home here, but would echo the points made by Ms. Esenther. He explained that there has been a lot of questions up and down his street so if Mr. Lecy would be willing to come out and speak with the neighbors, it would allow them to get their questions answered.

Neil Randen, 5960 Charleston Circle, stated that when he first received the information he assumed the access point would be High Pointe Road and is a bit confused about the access. He stated that it is currently very peaceful here and will incorporate another driveway. He stated that they have only lived here for 1.5 years and keeping the area the way it is right now is important. He stated that he does not want to see a bunch of the trees wiped out and noted that the area is overgrown and it will take a lot of work to get in cleared out and questioned, in relation to the environment, where that would all go.

Commissioner Riedel asked if the driveway would come from Charleston Circle.

Planning Director Darling stated that was correct and would also be the home's street address. She explained that this lot has no access to High Pointe Road.

Chair Maddy clarified that while this is part of the High Pointe Association, the access for the property would be off of Charleston Circle with one driveway.

Ms. Esenther shared some history on the property and explained that the reason why they were not able to develop it further is because they never wanted to sell their property.

Bonita Wylie, 5970 Charleston Circle, asked with the construction, where they would be dragging the trees and everything out. She stated that Charleston Circle has a huge crack in it right now and doesn't think the patch will be able to handle big trucks coming in and hauling all this material away. She asked if the City would immediately come in and fix the roadway or if the residents would have to drive through potholes and cracked pavement. She noted that there is a manhole

right in the middle of the road so this could effect the sewer too. She stated that she was not saying that this property should not be built on, but there are some hidden areas that she would like to know what the City will do to prevent the rest of the people on the cul-de-sac from having to go through major conditions because of this project. She stated that she has lived here for 36 years and would hate to see the sewer go out. She stated that she also does not want to see all the big trees gone and described the deer and other wildlife that live there. She expressed concern for the children that play in the cul-de-sac when all the large construction equipment comes to the area.

Commissioner Riedel stated that Ms. Wylie's concerns are valid and explained that those concerning impacts from construction will be addressed in the construction permitting and the burden will be on the developer to mitigate the impacts. He noted that he lives on a one-lane road and when someone does construction, the impact on the neighborhood is significant, so he understood her concern.

Chair Maddy asked Planning Director Darling to ensure that Public Works is aware of the issues on the roadway that were raised by Ms. Wiley.

Chair Maddy closed the Public Testimony portion of the Public Hearing at 8:17 P.M.

Commissioner stated that he did not see any reason to vote for denial of this request.

Commissioner Huskins noted that the Commission is also not here to comment on the structure that will be built on the property.

Planning Director Darling noted that the wetland report has been submitted to her for City review, but it is reviewed in its entirety by the Minnehaha Creek Watershed District who will be the ones holding a technical evaluating panel on the site. She explained that the majority of the wetland was dedicated to the City during the original subdivision. She confirmed that the home would take its access off Charleston Circle and that there would be tree removal. She stated that she assumes that the tree removal will look 'heavy' because they will have to take out all the trees around the where they are showing the building pad. She stated that the applicant will identify exactly which trees will be impacted during construction, which will be removed, and where they will be replanting. She stated that she will follow up with Public Works related to the crack in the street and confirmed that all the construction access will be on Charleston Circle because it is the only access to this lot. She encouraged residents to call the police if the construction is occurring outside of the normal construction hours. She stated that Mr. Lecy knows the City's standard construction hours and would not anticipate there being any problems in this area. She noted that construction hours are 7 a.m. to 7 p.m. on weekdays and 8:00 a.m. to 6:00 p.m. on Saturdays with no work allowed on Sundays.

Huskins moved, Holker seconded, recommending approval of the Preliminary Plat for Outlot D High Pointe Estates (PID 3411723340032), subject to the conditions included in the staff report. Motion passed 5/0.

Planning Director Darling stated that this item will go before the City Council on October 10, 2022.



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: September 20, 2022

RE: Preliminary Plat

APPLICANT: Roy Lecy

LOCATION: Outlot D High Pointe Estates (PID 3411723340032)
Southeast end of Charleston Circle

REVIEW DEADLINE: December 29, 2022

ZONING: R-1C

COMPREHENSIVE PLAN: Low To Medium Density Residential

FILE NO.: 22.07

REQUEST:

The applicant proposes a preliminary plat to alter the legal description for Outlot D so that they can sell the property for construction of one single family home.

The applicant also requests approval of a final plat. Requests for final plat are reviewed by the City Council.

Notice of the request was published in the official newspaper and mailed to all property owners within 750 feet of the subject property at least 10 days prior to the public hearing.



BACKGROUND

Context: This parcel was platted as Outlot D in High Pointe Estates subdivision and PUD in 2003. The outlot was created so that the land could be further subdivided in the future with other neighboring properties.

The subject property is not within the Shoreland or Floodplain Overlay District. The majority of the wetland to the south is on a separate parcel owned the City of Shorewood, but wetland buffers will be required for the new lot.

The adjacent properties, except the outlot for the wetland, are all developed with single-family homes

Applicable Code Sections:

Section 1201.02 (Definitions) **OUTLOT.** A lot remnant or parcel of land left over after platting, which is intended as open space or other use, or which is reserved for future development and for which no building permit shall be issued.

Section 1202.05 Subd. 2. e. *Lot remnants/outlots.* Remnants of land below minimum lot size, except in instances of cluster zoning, shall be added to adjacent lots rather than remaining as unusable parcels. Outlots may be used, if they carry with it an easement in favor of the city, for open space to guarantee that the same will not be developed for building purposes. Outlots may also be used to set aside land to be platted at a later time. In these cases a resubdivision sketch for the outlot shall be required. Building permits shall not be issued for outlots or remnants.

ANALYSIS

The applicant is requesting approval of the plat not to subdivide the property but to provide a lot/block legal description that would allow the parcel to be sold for development. When the property was originally platted, the outlot was set aside to be combined with other adjacent properties for a larger subdivision that what is possible on its own. After 20 years, the developer wants to sell the property. HOA documents were already recorded against the parcel and those will carry over after the new legal is recorded.

Lot Width/Area: Section 1202.05 Subd. 2. c. of the subdivision regulations requires that all lots have adequate frontage on a city-approved street. Additionally, section 1201.12 of the zoning regulations has specific area and width requirements for newly created lots. The current and proposed lot areas and widths are shown below.

	EXISTING		REQUIRED IN R-1C	
	Lot Area	Lot Width*	Lot Area	Lot Width*
Parcel	79,415 sf.	±155 ft.	20,000 sf	100 feet

*As measured at the front setback

Setbacks: The applicant has indicated that he has adequate area for a house to be construction on the home consistent with minimum structure and wetland buffer setbacks.

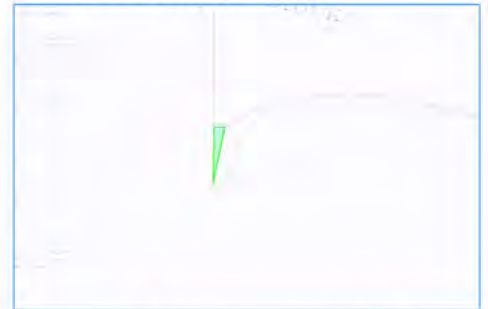
Impervious Surface Coverage/Stormwater run-off: The applicant indicates that their concept home would require about 9 percent impervious surface coverage and that they would construct two separate raingardens to provide rate control. The final design would be submitted with the building permit application, but the concept design appears consistent with the city's requirements.

Easements: Section 1202.05 Subd. 6. requires 10-foot drainage and utility easements around the periphery of each lot and the applicant has shown the easements on their plans. As a condition of approval, staff recommends the applicant:

- 1) extend the drainage and utility easement over the wetland and wetland buffers; and
- 2) submit executed conservation easements over the wetland and wetland buffers.

The applicant has already submitted the legal descriptions and an exhibit for the conservation easement.

Additionally, the plat would landlock the city-owned wetland parcel to the south. Staff recommends requiring an access easement over the southerly tip of the property (see the figure to the right) to ensure access the property in the future.



Wetland: The applicant indicates that the wetland crosses off the city property and onto theirs and has submitted a wetland delineation application. The delineation is required to be submitted to the watershed for their review and the final determination of the boundary must be submitted to the city. Any changes needed to accommodate the edge of the wetland must be documented on the final plat and with the conservation easement legal description. Staff recommend conditions to this effect.

Utilities: The lot has access to municipal sewer in Charleston Circle, but water is farther away and could be provided by well.

Tree Preservation: The applicant has submitted a tree inventory, but it does not include the specie, size, quality or status of the trees. If the final plan submitted is consistent with the proposed home, between 6 and 12 trees would be removed for the home and driveway. The applicant is also required to provide a reforestation plan with the new building permit to show what types/sizes of trees would be planted to replace those removed. Staff also recommend conditions to provide the missing information on the tree inventory as well as the landscaping plan.

RECOMMENDATION

Staff recommends approval of the preliminary plat on the finding that the lot would be consistent with intent of the subdivision and zoning requirements, subject to the following conditions:

- Prior to recording the plat, the applicant shall complete the following:
 - Any changes to the wetland delineation shall be incorporated into the plans and the legal descriptions for the conservation easement for the wetland and wetland buffer.
 - Submit a revised final plat with drainage and utility easements over the wetland and wetland buffers and separate legal description and exhibit for an access easement over the southwesterly tip of the parcel to provide access to the city's property to the south.
 - Submit executed conservation easements over the wetland and wetland buffers and an executed access easement.
 - Pay required utility connection fees and park dedication for one additional lot.

- Prior to construction of a home on the new lot, provide the following:
 - Proof of recording for the plat, easements, and other recorded documents.
 - A stormwater management plan consistent with the City and watershed district requirements.
 - A revised tree preservation inventory with the size, species, condition, and status of the trees on the site
 - A landscaping plan showing the required tree replacements consistent with City Code and the tree preservation policy.

ATTACHMENTS

Location map

Engineer's Memo

Applicant's narrative and plans

S:\Planning\Planning Files\Applications\2022 Cases\High Point Estates 2nd Addition PP FP\PC memo.docx

City of Shorewood Application Request

Roy Lecy and Mark Lecy request Outlot D High Pointe Estates be converted to one single family lot. The new lot would be Lot 1 Block 1 High Pointe Estates Second Addition.

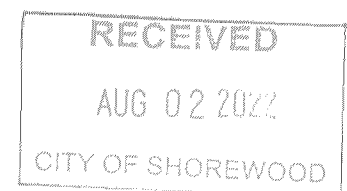
Sincerely,



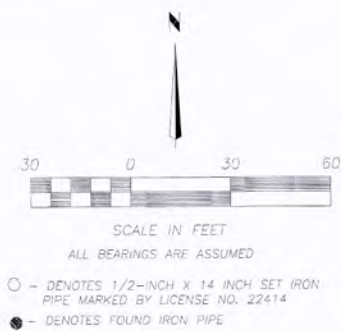
Roy Lecy 7/10/22



Mark Lecy 7/10/22



LEGAL DESCRIPTION:
Outlot C, HIGH POINTE ESTATES



AREA: Lot 1, Block 1 - 79,415.6 Sq. Ft.

Tree Descriptor Legend

Tree Inventory:

604	trbw dbl 2	648	trw18
605	trbw26 1.5	649	trw18
606	trbw12	650	tre16
607	trbw20 dbl	651	tre16
614	tre12	652	tre12
615	tre14	653	tre12
616	trbw14 3.5	654	tre10
617	trbw14	655	trw18
618	trbw14	656	trw16
619	tre12	657	trbw12
620	tre18	658	trw18
621	tre16	661	trw18
622	tre18	662	tra8
623	tre18	663	tre14
624	trbw10	665	trm14
625	trbw14 3w	666	trw16
626	trm146e	667	trbw24
627	trbw24	668	trbw20
628	trhb24	669	trbw20
629	trbw32	670	trbw20
631	trw22	671	trbw16
632	trw14	672	tre16
633	trhb10	673	trhb10
634	tre12	674	trw18
635	tre14	675	trw20
636	trbw12	676	trw12
643	trw10	677	trpa8
644	trhb10	678	trm12

HIGH POINTE ESTATES SECOND ADDITION



Drainage and Utility Easements are shown thus:



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

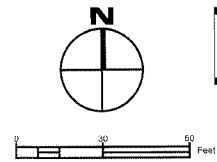
DEMARS-GABRIEL
LAND SURVEYORS, INC.
2317 W. 93rd St.
Bloomington, MN 55431
Phone: (763) 559-0908
dec@westoffice.net

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the Laws of the State of Minnesota.
Revised: 1/12/2022
David E. Crook
Date: 1/16/2022 Min. Reg. No. 22414

File No.
14637 D
Book-Page
64/DRAW
Scale
1"=10'

DEMARS-GABRIEL
LAND SURVEYORS, INC.

RECEIVED
AUG 02 2022
CITY OF SHOREWOOD



BENCHMARK
See survey documentation

LEGEND:

- PROPERTY LINE
- SETBACK
- STABILIZED CONSTRUCTION ENTRANCE
- SILT FENCE OR SEDIMENT CONTROL LOG
- PROPOSED SPOT ELEVATION
- PROPOSED DRAINAGE DIRECTION
- PROPOSED CONTOUR
- EXISTING CONTOUR
- RAIN GARDEN BASIN
- RIPRAP, CL II W/ FABRIC
- SANITARY SERVICE W/ CLEANOUT

SITE DATA:

- PROPERTY AREA: $\pm 79,422 \text{ FT}^2$
 - EXISTING IMPERV.: $\pm 0 \text{ FT}^2$
 - PROPOSED IMPERV.: $\pm 7,200 \text{ FT}^2$
 - NET NEW IMPERVIOUS: $\pm 7,200 \text{ FT}^2$
 - REQ'D BASIN VOLUME*: 600 FT^3
- *BELOW OUTLET ELEV.

GRADING & RAIN GARDEN NOTES:

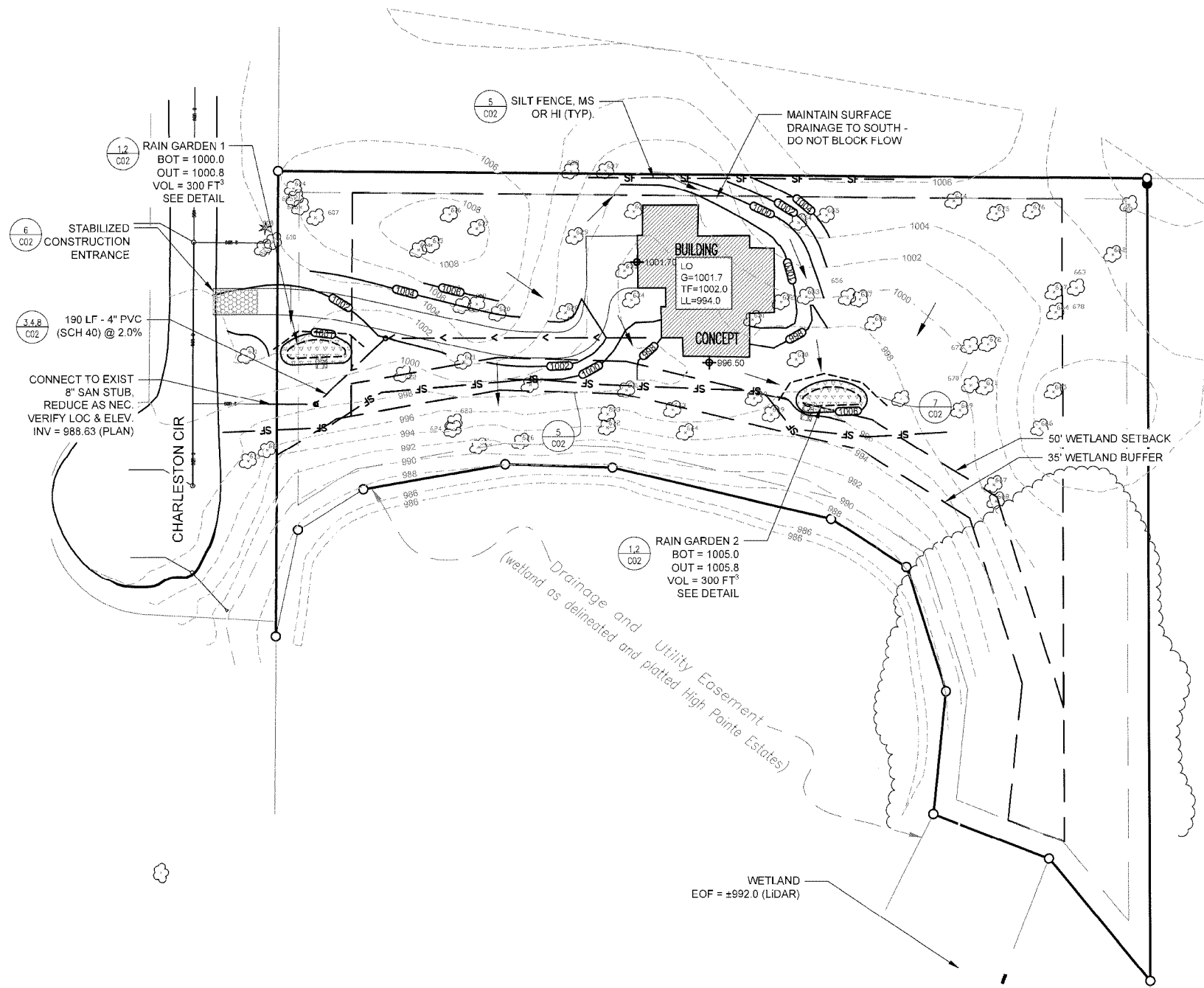
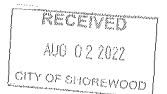
- Grading indicates one potential option; preferred driveway type and location and basin location may vary per owner preference. Verify.
- At least 50% of new impervious area shall drain to rain garden basins.
- The utilities have not been located for this plan; Contractor is responsible for contacting Gopher State One Call and ensuring utilities are located prior to digging.
- Topographic survey by others.
- Unless noted otherwise, all proposed contours indicate finished grades.
- 12' wide driveway shown with 2% cross slope (no crown).
- Minimize compaction in rain garden area below outlet elevation (OE); excavate with light-weight equipment or from the side to the extent practical.
- Excavate to 2-3" below final basin bottom elevation, add 2-3" of leaf compost and/or sandy topsoil, till to 8-12" depth.
- Any offsite topsoil borrow brought in for rain garden should be a minimum of 50% coarse sand.
- NOTE: If basin bottom contains compacted silts and clays it will not drain properly, and will likely have extensive standing water and plant die-off; soil correction may be required.
- Plant basin with water-tolerant native rain garden plant species (2" plugs or larger) in spring or fall as recommended by supplier.
- Basin shall be protected with sediment control log (or similar) until remaining disturbed area is stabilized with vegetation and basin plantings are growing.

SEDIMENT CONTROL & TURF RESTORATION NOTES:

- Perimeter sediment controls shall be installed as indicated prior to site disturbance, and shall be installed to allow for high-flow bypass or overflow to prevent failure during significant rainfall.
- Contractor is responsible for keeping sediment from leaving the property, including vehicle tracking. Should sediment be tracked onto adjacent street, Contractor shall sweep at the end of work day.
- Install silt fence or sediment control log around any soil stockpiles that will be present for more than 7 days.
- If areas with slopes greater than 3:1, and near water bodies, are disturbed, they shall be protected with temporary vegetation, mulch or other means as soon as practical.
- Perimeter sediment controls shall be installed as indicated prior to site disturbance, and shall be installed to allow for high-flow bypass or overflow to prevent failure during significant rainfall.
- Devices shall be inspected weekly and after all rainfall events exceeding 1", and maintained as necessary to keep the intended functional condition.
- Accumulated sediment shall be removed from sediment control devices when $\frac{1}{3}$ of device height has been reached.
- After rough grading is completed, and topsoil spread, areas shall be seeded and blanketed or hydromulched (or sodded) within 7 days. Areas not being actively worked must be covered with temporary seed within 14 days.
- Perimeter sediment controls shall remain in place until vegetation is growing / established in all disturbed areas.

POLLUTION PREVENTION NOTES:

- Concrete washout shall not be permitted onsite, unless done per MPCA standard.
- Vehicle or equipment washing will not be performed on site.
- All solid waste must be disposed of in accordance with all applicable federal and state regulations.
- All hazardous materials must be properly stored to prevent spills or leaks; dispose per all applicable regulations, including MN Rule Ch. 7045.
- Pesticides, herbicides, fertilizers, cleaners, paints, treatment chemicals, etc., must be stored under cover to prevent pollutant discharge (or similarly protected to prevent contact with stormwater).
- DEWATERING, if necessary, shall be done in a manner so as to not discharge sediment-laden water or cause downstream nuisance conditions of standing water or erosion.
 - Discharge dewatering towards street.
 - Dewatering water shall be inspected for turbidity (cloudy with sediment); if present, filtration mechanism shall be installed at pump inlet and/or outlet to remove sediment. This may include pumping from a perforated barrel lined with a filter fabric, pumping to a sediment filter sack or temporary settling basin (lined dumpster, pit, etc.) with in-line Chitosan sock (or similar non-toxic flocculant) and discharge from the surface, or similar filtration mechanism approved by the City.
 - Dewatering must be done to MPCA standards.



CIVIL METHODS, INC.
1551 Livingston Avenue, Suite 104
West St. Paul, MN 55118
o:763.210.5713 | www.civilmethods.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.
DATE: 12-19-2019
DAVID M POGGI
UC NO: 44573

DESIGNED: DMP/KEB
DRAWN: DMP
CHECKED: KEB

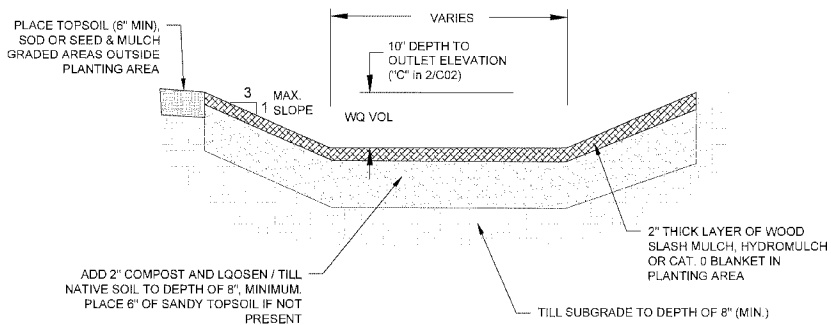
DATE / REVISION:
12-19-2019 INITIAL SUBMITTAL

LECY BROS. CONSTRUCTION
MINNETONKA, MN

GRADING, UTILITY & EROSION CONTROL
HIGH POINTE ESTATES SECOND ADDITION
SHOREWOOD, MN

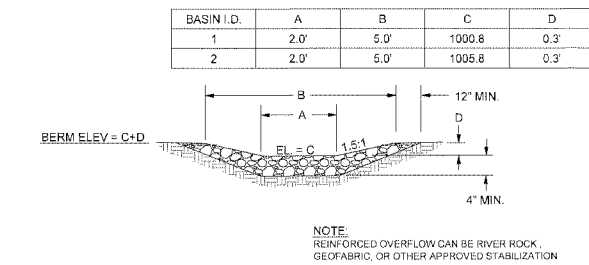
SHEET NO:
C01

NOTE: INSTALL NATIVE PLANT PLUGS (SIZE 2") FROM LIST (OR SIMILAR) SPACED PER SUPPLIER INSTRUCTIONS.



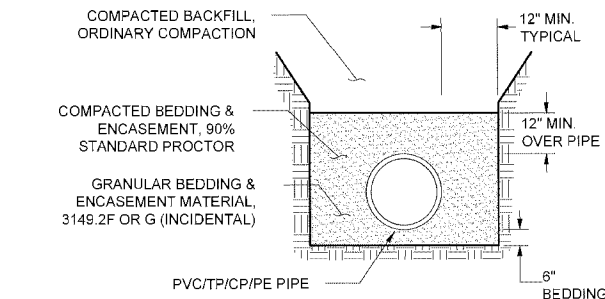
RAIN GARDEN

1
C02



REINFORCED BASIN OVERFLOW

2
C02



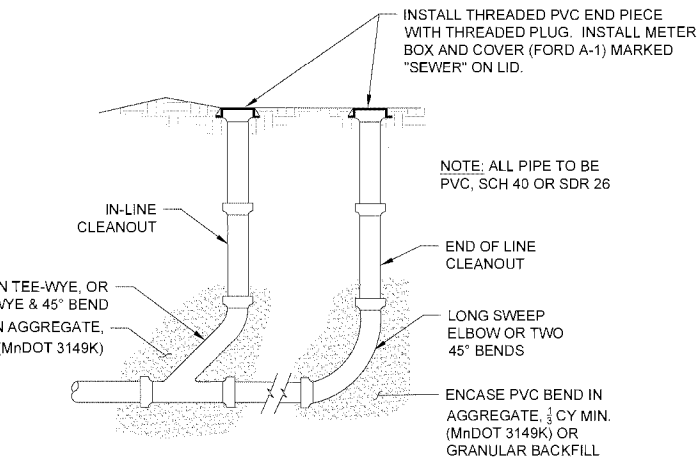
PIPE TRENCH - FLEXIBLE & DIP

3
C02

Common Name	Height	Location	Color	Bloom Time
Wildflowers				
Black-eyed Susan	1.0 - 3.0	Side	Yellow	Jun-Aug
Yellow/Greenish Coneflower	3.0 - 8.0	Bot	Yellow	Jul-Sept
Sneezeweed	2.0 - 5.0	Bot	Yellow	Aug-Oct
Ironweed	3.0 - 6.0	Bot	Purple	Jul-Sept
Marsh Milkweed	3.0 - 5.0	Bot	Pink/white	Jun-Aug
Joe-Pye Weed	4.0 - 6.0	Bot	Purple	Jul-Sept
Ox-eye Sunflower	2.0 - 4.0	Bot	Yellow	Jun-Sept
Blue Flag Iris	2.0 - 3.0	Bot	Blue	May-Jul
Great Blue Lobelia	1.0 - 2.5	Bot/Side	Blue	Aug-Sept
Smooth Phlox	2.0 - 3.0	Bot/Side	Pink/Purp	May-Jun
Autumn Joy Sedum	1.5 - 2.0	Side	Pink	Aug-Oct
Compass Plant	5.0 - 8.0	Bot	Yellow	Jul-Sept
Culver's Root	3.0 - 5.0	Bot	White	Jul-Aug
Prairie Blazingstar	2.0 - 4.0	Bot/Side	purple	Jul-Aug

Grosses				
Karl Foerster's Feather Reed	1.0 - 2.0	Bot/Side		
Nodding Sedge	2.0 - 4.0	Bot		
Palm Sedge	1.0 - 2.0	Bot/Side		
Tussock Sedge	1.0 - 3.0	Bot		
Fox Sedge	1.0 - 2.5	Bot/Side		
Soft Rush	1.0 - 2.0	Bot		
big bluestem	2.0 - 6.0	Bot		

NOTE: This is a partial rain garden plant list; other wet-tolerant native plants may be suitable.



SANITARY SEWER CLEANOUT

4
C02

TRENCH EXCAVATION, BEDDING & BACKFILL:

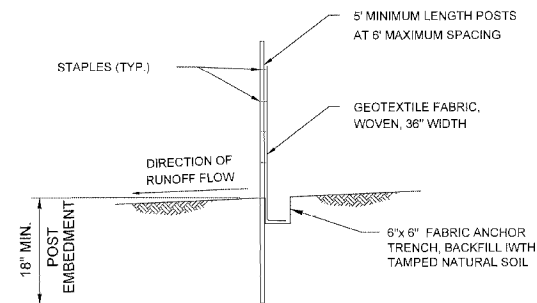
- Trench excavations shall be in accordance with the requirements of CEAM Standard Specifications Section 2600.3B.
- Granular Bedding and Granular Encasement - Bedding and granular encasement materials used in the pipe zone area (4" below the pipe to 12" over the pipe) shall conform to MnDOT 3149.2F.
- Backfill material shall consist of soil from trench; in the case of unsuitable material, backfill shall consist of MnDOT 3149.D1.
- Bedding and encasement shall be compacted to 90% Standard Proctor using Specified Density Method, or as recommended by manufacturer, whichever is denser.
- Backfill shall be compacted in 12" lifts to Specified Density Method:
 - 100% Standard Proctor from subgrade elevation down 3 feet.
 - 95% Standard Proctor from bottom of excavation up to 3 feet below.
- Backfill material around all manholes, catch basins, valve boxes, curb boxes, and hydrants shall be compacted with hand-machines. The maximum lift thickness shall be 6 inches.

SANITARY SEWER SYSTEM:

- If existing stub/main is VCP, installation of the PVC wye will require installation of rubber couplings with stainless steel shear rings and stainless steel clamps. Couplings shall conform to ASTM C425 and ASTM C1173.
- Water tight connection to existing pipe shall be encased in concrete from trench bottom.
- Sanitary sewer pipe and fittings shall consist of solid-wall PVC SDR 26 / Schd 40 with joints of elastomeric or solvent cement as recommended by the manufacturer for water-tight connection.
- Sanitary service lateral (4" Ø) shall be installed at a minimum grade of 2.0% and shall tie in at crown of existing main (if appl); any deviation shall be approved by the Engineer prior to installation.
- When connecting to existing lines, Contractor shall field verify location, elevation, type and size of existing material to ensure a proper connection. Notify engineer if differs from plan.
- All water / material must be kept out of the bell of the pipe until the joint is completed.
- Extend pipe to 5' of building wall; coordinate location & elevation with building contractor / mechanical drawings.
- Sanitary stub end to be plugged until building connection made.
- Pipes shall be inspected and tested per City standards.

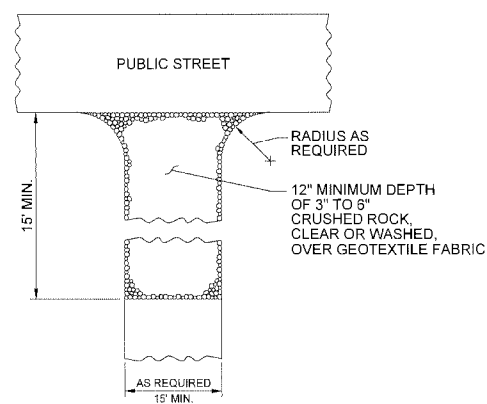
SANITARY SEWER NOTES

8
C02



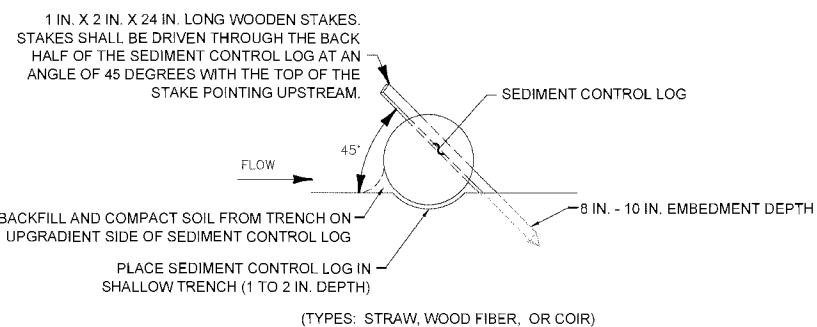
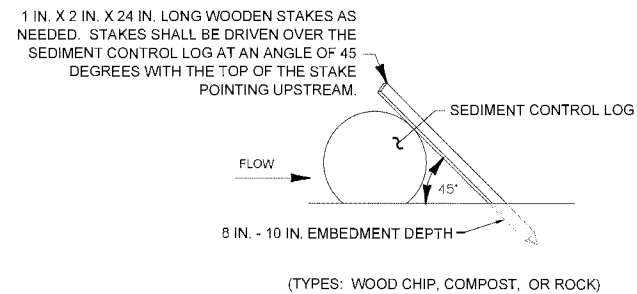
SILTS FENCE - PREASSEMBLED

5
C02



STABILIZED CONSTRUCTION ENTRANCE

6
C02



SEDIMENT CONTROL LOGS

7
C02

CIVIL METHODS, INC.
1551 Livingston Avenue, Suite 104
West St. Paul, MN 55118
o:763.210.5713 | www.civilmethods.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.
DAVID M POGGI
DATE: 12-19-2019
LIC. NO.: 44673

DESIGNED: DMP/KEB
DRAWN: DMP
CHECKED: KER

DATE / REVISION:
12-19-2019 INITIAL SUBMITTAL

LECY BROS. CONSTRUCTION
MINNETONKA, MN

DETAILS
HIGH POINTE ESTATES SECOND ADDITION
SHOREWOOD, MN

SHEET NO:

C02

RECEIVED
AUG 02 2022
CITY OF SHOREWOOD

**DECLARATIONS OF
COVENANTS, CONDITIONS & RESTRICTIONS**

THIS DECLARATION made this ____ day of _____, 2003, by Lecy Construction, Inc., Property Owners, hereinafter referred to as "Declarant."

WITNESSETH:

Declarant is the owner of certain property in the City of Shorewood, County of Hennepin and State of Minnesota, which is more particularly described as:

Lots 1 through 3, Block 1, and Outlots A, B, C & D High Pointe Estates

Declarant hereby imposes upon and subjects Lots 1-3, Block 1 and Outlot D in High Pointe Estates to the following conditions, restrictions, reservations and covenants for the benefit of said property to its present and future owners and agrees that as Declarant conveys each lot, the conveyance shall be made subject thereto:

1. As used herein, a Building Site shall consist of one or more platted lots or one platted lot and portion or portions of adjacent platted lots which are owned by the same part or parties.
2. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling unit with attached garage;
3. No dwelling of less than two stories shall be erected, altered, placed or permitted to remain on any lot unless such a dwelling contains at least 1500 square feet of finished and heated main floor living area, exclusive of area included within open porches, garages and basement. No dwelling of two stories or more shall be erected, altered, placed or permitted to remain on any lot unless such dwelling contains at least 2400 square feet of finished and heated living space, exclusive of area within open porches, garages and basement.

Exhibit C

4. At a minimum, unless specifically approved in writing by a Design Review Committee established by the Declarant(s):
 - (a) All exterior siding materials shall be of natural woods or cement board type siding; brick, stone or stucco:
 - (b) The minimum roof pitch shall be six-twelfths (6/12) with a rise of six (6) feet per twelve (12) feet in run: and
 - (c) Promptly upon completion of construction, but in no event later than twelve (12) months after the Closing Date, Buyer shall install a hard-surface driveway and complete landscaping.
 - (d) All fences must be approved by the Design Review Committee if to be constructed prior to January 1, 2011 (See City Fence Requirements).
5. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance.
6. No trash or debris shall be left in or on any site except in approved containers. No trash receptacles or garbage cans shall be located outside any building unless completely screened from view.
7. On Lots 1, 2 & 3, Block 1, High Pointe Estates there can be no visible fences except in the rear yards. Rear yard fence must meet city requirements. No side yard or front yard visible fencing is allowed.
8. These covenants shall run with the land and shall be binding on all parties and all persons claiming them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the fee owners of a majority of the lots has been recorded agreeing to change these covenants in whole or in part.

9. These covenants may be waived, terminated, or modified as to the whole of High Pointe Estates or any portion thereof with the consent of the fee owners of a majority of the lots in High Pointe Estates, and regarding the covenants in paragraph 7, with the consent of the City of Shorewood. No such waiver, termination or modification shall be effective until the proper instrument in writing shall be executed and recorded in the Office of the County Recorder and files of the Registrar of Title for the County of Hennepin, State of Minnesota.
10. Declarant and any owner of property in High Pointe Estates, or with respect to the covenants in paragraph 7 the City of Shorewood, may enforce the covenants and restrictions contained in this Declaration by any appropriate legal remedy. A person violating any of the covenants and restrictions will be liable to the Declarant, a property owner, and the City of Shorewood for all costs and attorneys' fees which they incur in successfully enforcing the covenants or restrictions.
11. Invalidation of any of these covenants and restrictions by judgment or court order shall not affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, LECY CONSTRUCTION, INC. has caused this Declaration to be executed the day and year first above written.

Declarant
LECY CONSTRUCTION, INC.
By: Roy H. Lecy
Its: Secretary.Treasurer
Property Owner/Declarant

CITY OF SHOREWOOD
By: _____
Its: Mayor

ATTEST:

City Administrator/Clerk

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing was acknowledged before me this ____ day of _____, 2003, by
Roy H. Lecy, Secretary-Treasurer of Lecy Construction, Inc., a Minnesota Corporation,
Declarant.

Notary Public

This instrument was drafted by: Lecy Construction, Inc.
15012 Highway 7
Minnetonka, MN 55345

CITY OF SHOREWOOD

FILE COPY

RESOLUTION NO. 03-097

**A RESOLUTION APPROVING THE FINAL PLAT OF
HIGH POINTE ESTATES**

WHEREAS, the final plat of High Pointe Estates has been submitted in the manner required for the platting of land under the Shorewood City Code and under Chapter 462 of Minnesota Statutes, and all proceedings have been duly had thereunder; and

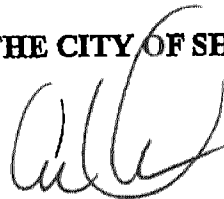
WHEREAS, said plat is consistent with the Shorewood Comprehensive Plan and the regulations and requirements of the laws of the State of Minnesota and the City Code of the City of Shorewood.

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

1. The plat of High Pointe Estates is hereby approved.
2. The approval is specifically conditioned upon the Developer recording the Development Agreement – High Pointe Estates Planned Unit Development, attached hereto as Attachment I, and made a part hereof, with the Hennepin County Recorder:
3. The Mayor and City Administrator/Clerk are authorized to execute the Certificate of Approval for the plat on behalf of the City Council.
4. The final plat, together with this resolution, the document described in 2. above shall be recorded within thirty (30) days of the date of certification of this Resolution.

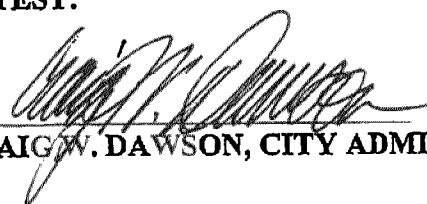
BE IT FURTHER RESOLVED, that the execution of the Certificate upon said plat by the Mayor and City Administrator/Clerk shall be conclusive, showing a proper compliance therewith by the subdivider and City officials and shall entitle such plat to be placed on record forthwith without further formality, all in compliance with Minnesota Statutes and the Shorewood City Code.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 10th day of November, 2003.



WOODY LOVE, MAYOR

ATTEST:



CRAIG W. DAWSON, CITY ADMINISTRATOR/CLERK

Dated: November 12, 2003

CERTIFICATION

STATE OF MINNESOTA)

)ss

COUNTY OF HENNEPIN)

I, Jean Panchyshyn, duly appointed Deputy Clerk of the City of Shorewood, Hennepin County, Minnesota, do hereby certify that the foregoing official Resolution No. 03-097 is a true and correct copy adopted by the Council of the City of Shorewood, and is so recorded in the minutes of a meeting held on the 10th day of November, 2003.

Jean Panchyshyn
Jean Panchyshyn
Deputy Clerk

CITY OF SHOREWOOD
DEVELOPMENT AGREEMENT
HIGH POINTE ESTATES
PLANNED UNIT DEVELOPMENT

THIS AGREEMENT, made this 10th day of November, 2003, by and between the CITY OF SHOREWOOD, a Minnesota municipal corporation, hereinafter referred to as the "City", and Leco Construction, Inc., a Minnesota Corporation, hereinafter referred to as the "Developer".

WHEREAS, the Developer has an interest in certain lands legally described in Exhibit A, attached hereto and made a part hereof, which lands are hereinafter referred to as the "Subject Property"; and

WHEREAS, Developer proposes to develop the Subject Property by means of a Planned Unit Development ("P.U.D.") consisting of three single-family residential lots and four outlots; and

WHEREAS, the Developer has made application for a conditional use permit for a Planned Unit Development (P.U.D.) with the Zoning Administrator and submitted a Concept Plan and Development Stage Plan for the property, which matters were considered by the City Planning Commission at public hearings held on 19 November 2002 and 4 March 2003, respectively; and

WHEREAS upon recommendation of the Shorewood Planning Commission, the City Council did consider and grant Concept Plan at its regular meeting held on 25 November 2002 and Development Stage Plan approval at its regular meeting held on 24 March 2003 and

WHEREAS, the Developer has filed with the City the Final Plat for "High Pointe Estates", a copy of which plat is attached hereto and made a part hereof as Exhibit B; and

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

1) Conditions of Approval - The Developer shall comply with the conditions of approval as set forth in the Planning Commission minutes, dated 4 March 2003, which minutes are on file in the Shorewood City offices. In addition, development of the P.U.D. is subject to the requirements of the R-1C, Single-Family Residential zoning district, except as modified herein.

(01) Use of Outlots within the plat: Outlot A shall be used as a private road providing access from State Highway 7 to the three proposed lots. Outlots B and C shall be set aside as conservation open space and shall not be buildable. The Developer shall grant conservation easements, acceptable in form to the City of Shorewood. The conservation

easement shall be recorded contemporaneously with the final plat. Any future development of Outlot D shall require a formal platting process, pursuant to Shorewood's Subdivision Code.

(02) The Developer shall comply with the requirements of Shorewood's wetland code (Chapter 1102) and the Wetlands Conservation Act of 1991 [Minn. Stat. 103 G.221 et. seq. (hereinafter referred to as the WCA)]. It is the intent of this agreement that areas adjacent to wetlands be maintained in their natural state.

- (a) A minimum 35-foot buffer strip shall be maintained adjacent to all wetlands.
- (b) Natural vegetation shall be maintained in wetland buffer strips. Where disturbed by site development, wetland buffer strips shall be restored with natural vegetation.
- (c) Wetland buffer strips shall be identified within each lot by permanent monumentation approved by the City.
- (d) A monument is required at each lot line where it crosses a wetland buffer strip and as necessary to establish required setbacks from the wetland buffer strip. Monuments shall be placed within 60 days of completion of site grading or prior to issuance of a building permit, whichever occurs first.
- (e) The Developer shall record with the Hennepin County Recorder or Registrar of Titles, a notice of the wetland buffer requirement against the title of each lot with a required wetland buffer strip.
- (f) No structures, including, but not limited to, decks, patios, and play equipment may be located in the wetland buffer strip or the required wetland setback area, except that public trails shall be allowed within the wetland buffer strip and setback areas.

(03) Individual building sites, including private driveways, are to be custom graded to preserve the maximum number of trees on each site, and shall conform with the grading plan, dated 19 June 2003, prepared by Terra Engineering, Inc. Each building site must have an individual grading plan separately approved by the City Engineer prior to a building permit being issued.

(04) Accessory structures, including attached garages, shall not exceed 1200 square feet in area. Additional accessory space may be allowed, up to a total of 2000 square feet, by conditional use permit, pursuant to Section 1201.03 Subd. 2.d.(4) of the Shorewood City Code, as may be amended.

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

- (01) All site grading including building pad correction where needed;

- (02) Private street grading, stabilizing and bituminous surfacing;
- (03) Sanitary sewer;
- (04) Storm sewer and surface water drainage facilities;
- (05) Required landscaping and reforestation;

consistent with the plans and specifications prepared by Terra Engineering, Inc., dated 19 June 2003, and received and approved by the City Engineer. Landscaping and reforestation shall be consistent with the plans and specification prepared by Lan-De-Con Inc., dated 8 September 2003, and received and approved by the City Planner.

It is understood that underground utility lines, including gas, electric, telephone, and television cable shall be installed by the respective private utility companies pursuant to separate agreements with the Developer.

It is understood that the improvements installed by the Developer do not include street lighting. Plans for street lighting shall require separate review and approval by the City Council prior to installation.

3.) Final Plat, Grading, Drainage and Utility Plan. - The Developer has filed with the City Clerk the final plat titled High Pointe Estates for the development of the Subject Property. Said plat is attached hereto and made a part hereof as Exhibit B. Said final plat, together with the grading, drainage, and utility plans, referenced in paragraph 2 above, this Development Agreement, the Declaration of Covenants, Conditions & Restrictions - attached hereto as Exhibit C, the Declaration of Private Drive & Utility Easement & Maintenance Agreement - attached hereto as Exhibit D, the Outlot B Conveyance - attached hereto as Exhibit E, and the Wetland Conveyance - attached hereto as Exhibit F, is herewith adopted and approved by the City as the Developer's final plan for development of the property.

4.) Pre-construction Meeting - Prior to the commencement of construction, Developer or its engineer shall arrange for a pre-construction meeting to be held at Shorewood City Hall. Such meeting shall be coordinated with the City Engineer and shall include all appropriate parties specified by the City Engineer.

5.) Standards of Construction - Developer agrees that all of the improvements set forth in paragraph 2 above, shall equal or exceed City standards, shall be constructed and installed in accordance with engineering plans and specifications approved by the City Engineer and the requirements of applicable City ordinances and standards, and that all of said work shall be subject to final inspection and approval by the City Engineer.

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

7.) Schedule of Work - The Developer shall submit a written schedule in the form of a bar chart indicating the proposed progress schedule and order of completion of work covered by this Agreement. It is understood and agreed that the work set forth in paragraph 2 shall be performed to be completed by 1 July 2004. Upon receipt of written notice from the Developer of the existence of causes over which the Developer has no control, which will delay the completion of the work, the City, at its discretion, may extend the dates specified for completion.

8.) As-Built Plan - Within sixty (60) days after the completion of construction of the Improvements, Developer shall cause its engineer to prepare and file with the City a full set of "as-built" plans, including a mylar original and two (2) black line prints, showing the installation of the Improvements within the plat. Failure to file said "as-built" plans within said sixty (60) day period shall suspend the issuance of building permits and certificates of occupancy for any further construction within the plat.

9.) Easements - Developer, at its expense, shall acquire all easements from abutting property owners necessary to the installation of the sanitary sewer, storm sewer, and surface water drainage facilities within the plat, and thereafter promptly assign said easements to the City.

10.) Pre-existing Drain Tile - All pre-existing drain tile disturbed by Developer during construction shall be restored by Developer.

11.) Staking, Surveying and Inspection - It is agreed that the Developer, through its engineer, shall provide for all staking and surveying for the above-described improvements. In order to ensure that the completed improvements conform to the approved plans and specifications, the City will provide for resident inspection as determined necessary by the City Engineer.

12.) Grading, Drainage, and Erosion Control - Developer, at its expense, shall provide grading, drainage and erosion control plans to be reviewed and approved by the City Engineer. Said plans shall provide for temporary dams, earthwork or such other devices and practices, including seeding of graded areas, as necessary, to prevent the washing, flooding, sedimentation and erosion of lands and streets within and outside the plat during all phases of construction. Developer shall keep all streets within, and adjacent to, the plat free of all dirt and debris resulting from construction therein by the Developer, its agents or assignees.

Prior to issuance of building permits within the plat the City shall require escrow deposits of \$500 for each lot to ensure that erosion control barriers, construction limits and tree preservation measures are continually maintained. If builders fail to maintain said barriers, limits or tree preservation measures the City may cause its agents to enter the Property and perform such maintenance. Said escrows shall be used to reimburse the City for any expense incurred in maintaining such barriers, limits and measures.

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

14.) Access to Residences - Developer shall provide reasonable access, including temporary grading and graveling, to all residences affected by construction until the improvements are accepted by the City.

15.) Occupancy Permits - The City shall not issue a certificate of occupancy until all Improvements set forth in paragraph 2 are completed and approved by the City Engineer. If landscaping or tree replacement has not been completed when the certificate of occupancy is requested, the developer shall provide the City with a letter of credit or cash escrow for one and one half the amount of the estimated cost of the landscaping or tree replacement. The letter of credit or cash escrow shall extend for two growing seasons after the work has been completed.

16.) Final Inspection - At the written request of the Developer, and upon completion of the Improvements set forth in paragraph 2 above, the City Engineer, the contractor, and the Developer's engineer will make a final inspection of the work. When the City Engineer is satisfied that all work is completed in accordance with the approved plans and specifications, and the Developer's engineer has submitted a written statement attesting to same, the City Engineer shall recommend that the improvements be accepted by the City.

17.) Conveyance of Improvements - Upon completion of the installation by Developer and approval by the City Engineer of the improvements set forth in paragraph 2 above, the Developer shall convey said improvements to the City free of all liens and encumbrances and with warranty of title, which shall include copies of all lien waivers. Should the Developer fail to so convey said improvements, the same shall become the property of the City without further notice or action on the part of either party hereto, other than acceptance by the City.

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

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

20.) Reimbursement of Costs - The Developer shall reimburse the City for all costs, including reasonable engineering, legal, planning and administrative expenses incurred by the City in connection with all matters relating to the administration and enforcement of the within Agreement and the performance thereof by the Developer. Such reimbursement of costs shall be made within thirty (30) days of the date of mailing of the City's notice of costs to the address set forth in paragraph 28 below.

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

22.) Surety for Improvements - Deposit or Letter of Credit - For the purpose of assuring and guaranteeing to the City that the improvements to be constructed, installed and furnished by the Developer as set forth in paragraph 2 above, shall be constructed, installed and furnished according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in paragraph 8 and that the Developer pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer agrees to furnish to the City either a cash deposit or an irrevocable letter of credit approved by the City in an amount equal to 150% of the total cost of said Improvements estimated by the Developer's engineer and approved by the City Engineer. Said deposit or letter of credit shall remain in effect for a period of one year following the completion of the required improvements. The deposit or letter of credit may be reduced in amount at the discretion of the City upon approval by the City Engineer of the partially completed Improvements, but in no event shall the deposit or letter of credit be reduced to an amount less than 150% of the cost of the remaining Improvements. At such time as the Improvements have been approved by the City, such deposit or letter of credit may be replaced by a maintenance bond.

23.) Insurance - The Developer shall take out and maintain during the life of this agreement public liability and property damage insurance covering personal injury, including death, and claims for property damage which may arise out of the Developer's work or the work of their subcontractors, or by one directly or indirectly employed by any of them. This insurance policy shall be a single limit public liability insurance policy in the amount of \$1,000,000.00. The City shall be named as additional insured on said policy and the Developer shall file a copy of the insurance coverage with the City.

Prior to commencement of construction of the Improvements described in paragraph 2 above, the Developer shall file with the City a certificate of such insurance as will protect the Developer, his contractors and subcontractors from claims arising under the workers' compensation laws of the State of Minnesota.

24.) Laws, Ordinances, Regulations and Permits - Developer shall comply with all laws, ordinances, and regulations of all regulatory bodies having jurisdiction of the Subject Property and shall secure all permits that may be required by the City of Shorewood, the State of Minnesota, the Minnehaha Creek Watershed District, and Metropolitan Council Environmental Services before commencing development of the plat.

25.) Local Sanitary Sewer Access Charges (LSSAC) - Developer shall, prior to release of the final plat by the City, make a cash payment to the City in the sum of \$3600 (\$1200 for each lot) as local sanitary sewer access charges.

26.) Park Fund Payment - Developer shall, prior to release of the final plat by the City, make a cash payment to the City in the sum of \$4500 (3 x \$1500) for the Park Fund.

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

To the City:

Zoning Administrator
CITY OF SHOREWOOD
5755 Country Club Road
Shorewood, Minnesota 55331

With a Copy to:

Shorewood City Attorney
c/o LARKIN, HOFFMAN, DALY &
LINDGREN, Ltd.
1500 Norwest Financial Center
7900 Xerxes Avenue South
Minneapolis, Minnesota 55431

To the Developer:

Roy H. Lecy, Secretary/Treasurer
Lecy Construction, Inc.
15012 State Highway 7
Minnetonka, MN 55345

28.) Proof of Title - Developer shall furnish a title opinion or title insurance commitment addressed to the City guaranteeing that Developer is the fee owner or has a legal

right to become fee owner of the Subject Property upon exercise of certain rights and to enter upon the same for the purpose of developing the property. Developer agrees that in the event Developer's ownership in the property should change in any fashion, except for the normal process of marketing lots, prior to the completion of the project and the fulfillment of the requirements of this Agreement, Developer shall forthwith notify the City of such change in ownership. Developer further agrees that all dedicated streets and utility easements provided to City shall be free and clear of all liens and encumbrances.

29.) Indemnification - The Developer shall hold the City harmless from and indemnify the City against any and all liability, damage, loss, and expenses, including but not limited to reasonable attorneys' fees, arising from or out of the Developer's performance and observance of any obligations, agreements, or covenants under this Agreement. It is further understood and agreed that the City, the City Council, and the agents and employees of the City shall not be personally liable or responsible in any manner to the Developer, the Developer's contractors or subcontractors, materialmen, laborers, or any other person, firm or corporation whomsoever, for any debt, claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work and Improvements hereunder.

30.) Declaration of Covenants, Conditions and Restrictions - Developer shall provide a copy of the Declaration of Covenants, Conditions and Restrictions, which Declaration shall include the City as a signatory thereto, for review and approval by the City prior to recording.

31.) Remedies Upon Default -

(01) Assessments. In the event the Developer shall default in the performance of any of the covenants and agreements herein contained and such default shall not have been cured within thirty (30) days after receipt by the Developer of written notice thereof, the City may cause any of the improvements described in paragraph 2 above to be constructed and installed or may take action to cure such other default and may cause the entire cost thereof, including all reasonable engineering, legal and administrative expense incurred by the City to be recovered as a special assessment under Minnesota Statutes Chapter 429, in which case the Developer agrees to pay the entire amount of such assessment within thirty (30) days after its adoption. Developer further agrees that in the event of its failure to pay in full any such special assessment within the time prescribed herein, the City shall have a specific lien on all of Developer's real property within the Subject Property for any amount so unpaid, and the City shall have the right to foreclose said lien in the manner prescribed for the foreclosure of mechanic's liens under the laws of the State of Minnesota. In the event of an emergency, as determined by the City Engineer, the notice requirements to the Developer prescribed by Minnesota Statutes Chapter 429 shall be and hereby are waived in their entirety, and the Developer shall reimburse the City for any expense incurred by the City in remedying the conditions creating the emergency.

(02) Performance Guaranty. In addition to the foregoing, the City may also institute legal action against the Developer or utilize any cash deposit made or letter of credit delivered hereunder, to collect, pay, or reimburse the City for:

- (a) The cost of completing the construction of the improvements described in paragraph 2 above.
- (b) The cost of curing any other default by the Developer in the performance of any of the covenants and agreements contained herein.
- (c) The cost of reasonable engineering, legal and administrative expenses incurred by the City in enforcing and administering this Agreement.

(03) Legal Proceedings. In addition to the foregoing, the City may institute any proper action or proceeding at law or at equity to abate violations of this Agreement, or to prevent use or occupancy of the proposed dwellings.

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

33.) Severability - In the event any provisions of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, and the remaining provisions shall not in any way be affected or impaired thereby.

34.) Execution of Counterparts - This Agreement may be simultaneously executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

35.) Construction - This Agreement shall be construed in accordance with the laws of the State of Minnesota.

36.) Successors and Assigns - It is agreed by and between the parties hereto that the Agreement herein contained shall be binding upon and inure to the benefit of their respective legal representatives, successors, and assigns.

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

DEVELOPER

CITY OF SHOREWOOD

By: _____
Roy H. Lecy, Secretary/Treasurer

By: _____
Its: Mayor

ATTEST:

City Administrator/Clerk

STATE OF MINNESOTA

ss.

COUNTY OF HENNEPIN

On this _____ day of _____, 200_, before me, a Notary Public within and for said County, personally appeared Woody Love and Craig W. Dawson to me personally known, who, being each by me duly sworn, did say that they are respectively the Mayor and City Administrator/Clerk of the municipal corporation named in the foregoing instrument, and that said instrument was signed and sealed on behalf of said corporation by authority of its City Council, and said Mayor and City Administrator/Clerk acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

STATE OF MINNESOTA

ss.

COUNTY OF HENNEPIN

On this _____ day of _____, 200_, before me, within and for said County, personally appeared Roy H. Lecy, Secretary/Treasurer of Lecy Construction, Inc., the Developer, described in and who executed the foregoing instrument and acknowledged that it executed the same as its free act and deed.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
Shorewood Planning Department

EDITED BY:
Larkin, Hoffman, Daly & Lindgren, Ltd.
1500 Norwest Financial Center
7900 Xerxes Avenue South
Minneapolis, Minnesota 55431
(TJK)



City of Shorewood Council Meeting Item

Title/Subject: Resolution Approving Revisions to SLMPD JPA
Meeting Date: Tuesday, October 11, 2022
Prepared by: Ed Shukle, Interim City Administrator
Reviewed by: Jared Shepherd, City Attorney
Attachments: Resolution 22-090

5A

MEETING
TYPE
Regular
Meeting

Policy Consideration: Pursuant to Minnesota State Statutes ...

Background: The City of Shorewood is part of a Joint Powers Agreement (JPA) for police services under the South Lake Minnetonka Public Safety Department (SLMPD). The JPA establishes the police department and the JPA document has been undergoing some recent review by the City Administrators/Managers of Shorewood, Excelsior, Greenwood and Tonka Bay, cities that form the SLMPD.

At the September 26, 2022 Regular City Council Meeting, the Council removed the item from the Consent Agenda and moved it General/New Business. Councilmember Callies brought up some concerns which were noted and are now incorporated into the proposed draft which has been edited by City Attorney Shepherd.

The City of Shorewood is being asked to approve a revised Joint Powers Agreement (JPA) prior to January 1, 2023.

Financial Considerations: None

Action Requested: Staff respectfully recommends the city council approve the proposed draft of the JPA as recommended by staff.
Motion, Second and Approve.

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

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

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**RESOLUTION NO. 22-090
CITY OF SHOREWOOD
HENNEPIN COUNTY
STATE OF MINNESOTA**

**A RESOLUTION APPROVING THE SOUTH LAKE MINNETONKA POLICE
DEPARTMENT JOINT POWERS AGREEMENT**

WHEREAS, the parties to the Joint Powers Agreement (“JPA” or “Agreement”) are the municipalities of Shorewood, Excelsior, Greenwood, and Tonka Bay of the State of Minnesota which have the responsibility for providing for law enforcement within their respective cities so as to enforce the ordinances of these cities and the laws of the State of Minnesota;

WHEREAS, the original police department JPA for the parties was executed in 1973;

WHEREAS, the updated Agreement is made pursuant to Minnesota Statutes, Section 471.59;

WHEREAS, the general purposes of the Agreement are to continue employment of a full-time Chief of Police to act on behalf of the parties to the Agreement and to provide assistance to the Chief of Police in the form of police officers, community service officers, administrative staff, police facility, equipment, and supplies as may be necessary so as to provide the parties with law enforcement services in the discharge of the duties imposed upon said municipalities to protect and serve the health and welfare of their citizens and property located within their cities; and

WHEREAS, it is the opinion of the parties to this Agreement that continued joint action to operate a joint police department to serve the four communities will continue to result in a higher standard of police service, closer control of the police force by the municipalities it serves, and more efficiency and financial savings to the communities.

NOW, THEREFORE, IT IS RESOLVED that the City Council of the City of Shorewood, Minnesota approves the updated South Lake Minnetonka Police Department Joint Powers Agreement draft dated 08-30-22 with an effective date of 01.01.23 and authorizes the mayor to sign the Agreement on behalf of the city.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 11th day of October, 2022.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk

South Lake Minnetonka Police Department

Joint Powers Agreement

TO PROVIDE FULL-TIME POLICE PROTECTION AND SERVICE FOR THE
CITIES OF EXCELSIOR, GREENWOOD, SHOREWOOD, AND TONKA BAY

DRAFT 08.30.22 FOR 01.01.23 EFFECTIVE DATE



The parties to this Joint Powers Agreement ("JPA" or "Agreement") are the municipalities of Excelsior, Greenwood, Shorewood, and Tonka Bay of the State of Minnesota which have the responsibility for providing for law enforcement within their respective cities so as to enforce the ordinances of these cities and the laws of the State of Minnesota. The original police department JPA for the parties was executed in 1973. This updated Agreement is made pursuant to Minnesota Statutes, Section 471.59.

Section 1: General Purpose

The general purposes of this Agreement are to continue employment of a full-time Chief of Police to act on behalf of the parties to this Agreement and to provide assistance to the Chief of Police in the form of police officers, community service officers, administrative staff, police facility, equipment, and supplies as may be necessary so as to provide the parties with law enforcement services in the discharge of the duties imposed upon said municipalities to protect and serve the health and welfare of their citizens and property located within their cities. It is the opinion of the parties to this Agreement that continued joint action to operate a joint police department to serve the four communities will continue to result in a higher standard of police service, closer control of the police force by the municipalities it serves, and more efficiency and financial savings to the communities.

Section 2: Definition of Terms

For the purpose of this Agreement, the terms in this section shall have the following meanings:

- A. "Committee" means the organization created under this Agreement, the full name of which is the "Coordinating Committee for the South Lake Minnetonka Police Department."
- B. "Committee member" means a member of the Committee.
- C. "Council" means the governing body of the governmental unit which is a party to this Agreement.
- D. "Governmental unit" means a city or municipality.
- E. "Operating Committee" means the chief administrative officer of each of the parties.
- F. "Original party" means a governmental unit which elects to become one of the original parties to this Agreement.
- G. "Later party" means a governmental unit which enters into this Agreement at some time after the Coordinating Committee is originally constituted.
- H. "Party" means governmental unit which enters into this Agreement.
- I. "SLMPD" means the "South Lake Minnetonka Police Department," which shall be the name of the police force created hereunder.
- J. "Unanimous agreement of the parties" means that the measure is approved by a majority vote of council members present at the council meetings of each of the parties. If one or more of the councils does not approve the measure on a majority vote, there is no unanimous agreement.
- K. "ICR" means Incident Call Reports as compiled for each of the parties by the SLMPD. The ICR numbers used for the funding formula do not include citations.
- L. "Supplemental Services" means any additional police services requested and paid by any of the parties separate from the operating budget.

Section 3: Governing Body

Subdivision 1. The Committee, consisting of one Committee member from each party, shall be the governing body. Each Committee member shall have an equal voice in the affairs of the Committee.

Subdivision 2. The person holding the office of mayor of a party to this Agreement shall be a Committee member and serve on the Committee as representative of said party. An alternate Committee member may be appointed by the council of each party from the members of said council to serve for a term of one calendar year and represent said party on the

Committee in the absence of the mayor. The Committee member and alternate shall serve without compensation from the Committee.

Subdivision 3. A majority of the Committee members shall constitute a quorum at meetings of the Committee.

Subdivision 4. A vacancy on the Committee shall be filled by the council of the parties whose position on the Committee is vacant. No Committee member shall be eligible to vote on behalf of his / her party during the time that such party is in default on any financial payment required to be paid under the terms of the Agreement nor shall the vote of such party be counted for the purposes of determining a quorum.

Section 4: Officers & Meetings

Subdivision 1. The chair and vice chair shall be determined on a rotating basis at the first meeting of each year. The chair shall facilitate meetings and execute all financial and legal instruments of the Committee. The vice chair shall assume all duties of the chair in the event the chair is unable to fulfill the duties of the position.

Subdivision 2. Regular meetings of the Committee shall be held once each quarter as follows: The second Wednesday of January, the second Wednesday of April, the second Wednesday of July, and the second Wednesday of October. Any regular meeting date may be rescheduled by unanimous agreement of Committee members. The purpose of the regular meetings shall be to set budgets, review expenditures, and discuss / take action on other operating matters. Special meetings shall be at the call of any Committee member. Notice of such a meeting shall be posted and provided by the SLMPD in accordance with state statutes.

Subdivision 3. Business of the Committee shall be conducted according to Roberts Rules of Order.

Section 5: Powers & Duties of the Committee

Subdivision 1. The powers and duties of the Committee shall include the powers set forth in this section.

Subdivision 2. It shall establish qualifications and duties for the position of Chief of Police of the SLMPD.

Subdivision 3. It shall hire said person to act as Chief of Police for the SLMPD at such salary and in accordance with such terms and conditions of employment as it shall determine. It also has the authority to discipline and terminate the Chief of Police.

Subdivision 4. It shall approve new positions (e.g. Deputy Chief, Drug Task Force Officer, etc).

Subdivision 5. It shall approve union contracts by unanimous vote of the Committee.

Subdivision 6. It shall provide office space, equipment, and supplies as necessary to accomplish the duties and responsibilities of law enforcement within the boundaries of the parties.

Subdivision 7. It shall select a qualified accounting / auditing firm to prepare financial statements and conduct an annual financial audit. All of its books, reports, and records shall be available for and open to examination by the parties at reasonable times.

Subdivision 8. It may accumulate reasonable reserve funds for the purposes as here in provided and it may invest funds of the Committee not currently needed for its operations in a manner and subject to the laws of Minnesota applicable to cities.

Subdivision 9. It may collect monies from parties subject to this Agreement. It may recommend changes in this Agreement to the parties which shall be effective, however, only upon unanimous agreement of the governing bodies of all parties.

Subdivision 10. It shall exercise general supervision over the law enforcement and standards of law enforcement for the parties.

Section 6: Operating Committee

The powers and duties of the Operating Committee shall include the following:

- A. Advising the Coordinating Committee.
- B. Meeting with the Chief of Police once per month.
- C. Participating in labor negotiations on a rotating basis.
- D. Other duties and projects as assigned by the Coordinating Committee.

Section 7: Financial Matters

Subdivision 1. Except as otherwise provided herein, the [Committee funds] [JS1] may be expended by the Committee in accordance with procedures established by law for the expenditure of funds by Minnesota cities. Orders, checks, and drafts shall be signed by two persons. Authorized signers shall be the Committee chair, Committee vice chair, Chief of Police, 2nd in command officer, and the SLMPD administrator.

Subdivision 2.

- A. The allocation for funding the SLMPD operations, other than for any party's separately contracted services, shall be set taking into consideration the Member Cities' tax capacity, ICR statistics, and population using the formula shown on the attached Exhibit 4A.
- B. The operations funding percentages were last revised in July 2021 for 2022-26 budgets and shall continue to be reviewed and adjusted in five-year increments (in 2026 for 2027-31 budgets, etc). The comparison of the tax capacity, ICRs, and population will be made for each subsequent five-year period with the data as shown in Exhibit 4A.
- C. Each Member City shall fund the SLMPD the full amount of the allocation pursuant to the terms of the JPA.
- D. The [Approved Annual Operating Budget] [JS2] for each year shall be determined in advance by unanimous agreement of the parties. If the parties do not unanimously agree on the Approved Annual Operating Budget by September 1st of each year, the amount of the previous year's Approved Annual Operating Budget will be increased by the lesser of the following to arrive at the Approved Annual Operating Budget:
 - a) The increase in the region's Consumer Price Index for All Urban Customers (CPI-U) based on the previous June-to-June information available in July of each year; or
 - b) The percentage increase in the most restrictive statutory levy limit applicable to the budget year placed on any of the parties over the levy limit for that party for the prior year.
 - c) In the event that (a) or (b) decreases, the operating budget shall remain the same.The above (a), (b), and (c) paragraphs apply only to operating expenses not governed by wage or benefit increases required by any union contracts. All parties must pay wage or benefit increases as required by union contracts; other expenses can have ceilings applied per (a), (b), and (c) above Adoption of an Approved Annual Operating Budget pursuant to this subdivision shall entitle each party to full and complete SLMPD services funded by the SLMPD annual operating budget and preclude delivery of multiple tiers or levels of services to parties.
- E. Parties may contract with the SLMPD for supplemental services delivered by separately dedicated personnel outside of the approved budget by unanimous agreement of the parties. The amount charged for supplemental services shall be capped at 115% of the actual hourly cost of pay, insurance, uniforms, gear, and training for an officer with 1 year of service. Agreement to provide such supplemental services shall not be unreasonably withheld.
- F. By unanimous agreement, the parties may establish a Capital Improvement Fund (CIF) for capital improvements for police facilities. The CIF funding formula shall be calculated annually in May based on the most current Net Tax Capacity plus Increment for each of the parties posted on the Hennepin County website. CIF budgets must be approved by a unanimous agreement of the parties. The CIF shall only be used for new buildings / facilities or the expansion of existing buildings / facilities and not for the replacement of carpet, roofs, HVAC systems, etc. in the existing buildings or for maintenance of existing buildings.

Section 8: Duration

This Agreement shall take effect January 1, 2023 and continue unless amended by unanimous agreement of the parties. Any party may request review of this agreement at any time.

Section 9: Adding Parties

Subdivision 1. Any other governmental unit may become a later party to this Agreement upon unanimous agreement of the parties to this Agreement.

Subdivision 2. Details regarding process, funding, additional personnel, etc. will be recommended by the Committee and must be approved by unanimous agreement of the parties to this agreement.

Subdivision 3. In the event that a party is added to this Agreement, such party shall have no ownership interest in the building.

Section 10: Withdrawal

Subdivision 1. Any party may withdraw from this Agreement subject to the provisions below:

- A. Written notice of withdrawal must be made by filing notice with the Committee by May 1 for withdrawal commencing January 1 eight months after May 1.
 - (1) Notice after May 1 will require the withdrawing party to wait an additional year.
 - (2) Notice before May 1 will not advance the commencement of the withdrawal; withdrawal will commence on January 1 eight months after May 1.
- B. All capital equipment remains the property of the SLMPD.
- C. ~~A withdrawing party shall not participate in b~~Budget approval moves to a majority of the parties for the calendar year in which its withdrawal commences.
- D. A withdrawing party shall continue to have an ownership interest in the building. The ownership interest shall not include a right of use or occupation but shall entitle the party to its pro rata share of any revenue generated through the lease, sale, or other conveyance of the building. The pro rata share shall be commensurate with the percentage based on the most current Adjusted Net Tax Capacity for each of the parties posted on the Hennepin County website.

Subdivision 2. In the event the corporate existence of a party is terminated, or a party is consolidated with another municipality not a party to this Agreement, then the obligations of such party hereunder shall cease as of the effective date of such termination or consolidation. If said effective date shall occur at a time other than the end of a budget year, the withdrawing party's financial obligation for the budget year in progress at the time of said effective date shall be pro-rated for such budget year as of said effective date. The withdrawal of a party under this subdivision shall not automatically terminate this Agreement or the obligations of the remaining parties. Following such a withdrawal, the percentage of the approved budget payable for each remaining party shall be calculated by dividing a party's percentage, as set forth in Section 7, by the sum of the percentages of all remaining parties.

~~Subdivision 3. In the event that a party is added to this Agreement, such party shall have no ownership interest in the building.~~ [JS3]

Section 11: Dissolution

Cash assets and proceeds from non-cash assets held by the Committee at the time of dissolution to this Agreement shall be divided and distributed to the parties in proportion to the contributions made by the parties to the total cost of law enforcement during the period of this Agreement. If the cities cannot agree with respect to the value of non-cash assets, two appraisers will be selected by the Committee to appraise the non-cash assets. The two appraisers so selected will select a third appraiser. The values as determined by a majority of the appraisers shall be attributed to the non-cash assets in question. Cost of appraisers shall be paid by the parties using the funding formula at the time of the dissolution.

Section 12: Officers & Employees

Subdivision 1. The Chief of Police employed by the Committee shall serve as Chief of the SLMPD and shall have the following duties and be invested with the following authority:

- A. Shall be in full and complete charge of all personnel matters and employees of the department including sworn and non-sworn.
- B. Shall set standards of performance of police officers and non-sworn employees.
- C. Shall be in complete charge of all matters relating to law enforcement and to its administration, including assignment of duty and responsibilities to all employees.
- D. Shall interview and consider applications for employment of all employees and shall make all hiring and termination decisions.
- E. Shall discipline all employees, sworn, and non-sworn.
- F. Shall be responsible for all labor grievance matters. Such actions shall be in accordance with the laws of the State of Minnesota and outstanding contractual agreements governing the same.

Subdivision 2. The Chief of Police shall be responsible for developing new job descriptions for various positions within the department deemed necessary for the efficient operation of the department.

Subdivision 3. It shall be the duty and responsibility of the Chief of Police to communicate directly with the respective councils of the member cities in the event the Chief of Police deems it necessary to receive direction on any matter arising out of or involving the jurisdiction of any particular council.

Subdivision 4. All police officers Committee, including the Chief of Police, shall enforce and be provided authority to enforce the laws of the parties to this Agreement through proper action of the council of said parties. The Committee shall assume all obligations with regard to Worker's Compensation, PERA, withholding tax, insurance, union negotiations, fringe benefits, Social Security, and the like for all employees including the Chief of Police, all police officers, community service officers, and administrative staff.

Section 13: Prosecution – Violation of Ordinances & Laws

The respective parties to this Agreement shall be responsible for and pay the cost of all prosecutions for violations occurring within their respective boundaries which are subject to prosecution by a party's municipal attorney, including expenses incurred by reason of police officers making their services available for court appearances in such prosecutions. All returns of fines from district court shall be the sole property of the party in whose jurisdiction the offense occurred.

Section 14: Dispute Resolution

When any party has a dispute regarding the Agreement, that party may initiate a dispute resolution process by submitting a written statement outlining the dispute to the Committee at one of its regularly scheduled meetings. The members of the Committee will then bring that dispute to their respective councils at their normally scheduled council meetings. The Committee will meet to discuss the dispute at its next regularly scheduled meeting after the councils of all parties have reviewed the statement of dispute at their regularly scheduled council meetings; the Committee has a 90-day period to resolve the dispute commencing with this meeting.

If the dispute is not resolved within the 90-day period, the aggrieved party has the right to demand that the Committee forward the dispute to an appropriate mediation service. The costs of the mediator will be paid for by the aggrieved party unless decided otherwise by majority consent of the Committee.

If the mediation process does not bring consensus regarding resolution of the disputed issue, the aggrieved party may submit the issue to binding arbitration 90 days following the commencement of mediation. This date may be extended with unanimous consent of the Committee. The aggrieved party's right to submit the dispute to arbitration expires 150 days after the commencement of mediation. This expiration deadline can be extended with unanimous consent of the Committee. The parties shall share the cost of the arbitration process in the same proportion as they are sharing the operating budget at the time the dispute resolution process is initiated. Each party shall bear the costs of its own representation in the mediation and arbitration processes. The arbitrator or arbitration panel shall be selected by mutual agreement of the parties and shall have the authority to order that any party bringing a frivolous or unfounded dispute be required to pay the costs of the arbitration process. The provisions of Minn. Stat. § 549 .211 shall be used to determine whether a dispute is frivolous or unfounded. In the event that the parties cannot agree on an arbitrator or arbitration panel within 30 days of the date on which the aggrieved party initiates arbitration, the aggrieved party shall select one arbitrator, the other parties shall select another, and the two selected arbitrators shall select a third.

Repeal of Memorandum of Understanding

The Memorandum of Understanding dated February 13, 2002 is hereby repealed.

The Cities of Excelsior, Greenwood, Shorewood, and Tonka Bay have caused this Agreement to be executed in their behalf by their proper officers duly authorized by resolution of their respective city councils.

BY THE CITY OF EXCELSIOR

Todd R. Carlson, Mayor

Date

BY THE CITY OF GREENWOOD

Debra J. Kind, Mayor

Date

BY THE CITY OF SHOREWOOD

Jennifer Labadie, Mayor

Date

BY THE CITY OF TONKA BAY

Adam Jennings, Mayor

Date

Exhibit A

Referenced in Section 7

ARBITRATION REALLOCATION FORMULA FOR SLMPD OPERATING FUND | 2017-2021

Revised 02-05-16

POPULATION BASELINE

	2005	2006	2007	2008	2009	Average	% of Avg. Total
Excelsior	2,380	2,395	2,437	2,382	2,360	2,391	19.4371%
Greenwood	759	814	818	804	808	809	6.5058%
Shorewood	7,551	7,499	7,611	7,582	7,618	7,572	61.5816%
Tonka Bay	1,545	1,525	1,534	1,532	1,549	1,537	12.4957%
	12,235	12,233	12,400	12,300	12,333	12,300	100.0000%

TAX CAPACITY BASELINE

	2006	2007	2008	2009	2010	Average	% of Avg. Total
Excelsior	3,334,776	3,917,784	4,245,911	4,397,510	4,235,792	4,026,355	13.3040%
Greenwood	2,447,073	2,894,806	3,377,856	3,688,315	3,713,570	3,224,324	10.6539%
Shorewood	14,477,835	16,319,086	17,798,714	18,513,585	18,269,931	17,075,828	56.4224%
Tonka Bay	4,609,014	5,358,772	6,148,162	6,748,501	6,824,277	5,937,745	19.6197%
	24,868,698	28,490,428	31,570,643	33,347,911	33,043,570	30,264,250	100.0000%

ICR BASELINE

	2006	2007	2008	2009	2010	Average	% of Avg. Total
Excelsior	2159	2044	2316	2086	2150	2,151	35.3597%
Greenwood	341	352	382	352	385	362	5.9574%
Shorewood	3142	2823	3190	2928	2831	2,983	49.0334%
Tonka Bay	586	537	695	598	508	587	9.6495%
	6,238	5,756	6,583	5,964	5,875	6,083	100.0000%

	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for
	2005-2009	2006-2010	2006-2010	5-Year Avg
Excelsior	6.4790%	4.4347%	11.7868%	22.7003%
Greenwood	2.1885%	3.5513%	1.9858%	7.7056%
Shorewood	20.5205%	18.8075%	16.3445%	55.6725%
Tonka Bay	4.1652%	6.5399%	3.2165%	13.9216%
TOTAL	33.3332%	33.3334%	33.3334%	100.0000%

In 2021 the formula will be adjusted for 2022-2026 using Column B percentages as the new baseline numbers for Column A. The numbers for the new averages will be from 2015 to 2019 for population and from 2016 to 2020 for tax capacity and ICRs.

Going forward the same reallocation formula is used every 5 years.

Tax Capacity Source: Hennepin County Adjusted Net Tax Capacity

ICR Source: SLMPD - does not include citations

Population Source: Met Council

REALLOCATION FORMULA FOR SLMPD OPERATING FUND | 2022-2026

Revised 07.07.21 - CORRECTION MADE TO FOOTER YEARS ON 05.19.22

POPULATION BASELINE

	2010	2011	2012	2013	2014	Average	% of Avg. Total
Excelsior	2,188	2,203	2,235	2,284	2,273	2,237	18.9299%
Greenwood	688	688	698	693	689	691	5.8501%
Shorewood	7,307	7,312	7,438	7,524	7,425	7,401	62.6413%
Tonka Bay	1,475	1,477	1,499	1,492	1,488	1,486	12.5787%
	11,658	11,680	11,870	11,993	11,875	11,815	100.0000%

TAX CAPACITY BASELINE

	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	3,779,156	3,716,579	3,579,833	3,649,970	4,226,789	3,790,465	13.3031%
Greenwood	3,379,736	3,171,651	3,085,462	2,895,345	3,241,439	3,154,727	11.0719%
Shorewood	16,775,778	15,908,723	15,114,127	14,865,833	16,027,049	15,738,302	55.2353%
Tonka Bay	6,353,445	5,988,563	5,554,383	5,356,098	5,796,033	5,809,704	20.3898%
	30,288,115	28,785,516	27,333,805	26,767,246	29,291,310	28,493,198	100.0000%

ICR BASELINE

	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	1951	2116	2192	2693	2354	2,261	35.6634%
Greenwood	286	270	332	360	401	330	5.2016%
Shorewood	2680	2610	3284	3373	3175	3,024	47.7005%
Tonka Bay	659	606	677	822	861	725	11.4346%
	5,576	5,602	6,485	7,248	6,791	6,340	100.0001%

	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for
	2010-2014	2011-2015	2011-2015	5-Year Avg
Excelsior	6.3100%	4.4344%	11.8878%	22.6322%
Greenwood	1.9500%	3.6906%	1.7339%	7.3745%
Shorewood	20.8804%	18.4118%	15.9002%	55.1924%
Tonka Bay	4.1929%	6.7966%	3.8115%	14.8010%
TOTAL	33.3333%	33.3333%	33.3334%	100.0001%

In 2026 the formula will be adjusted for 2027-2031 using Column B percentages as the new baseline numbers for Column A, and the numbers for the new averages will be from 2020-2024 for population, and from 2021-2025 for tax capacity and ICRs.

Going forward the same reallocation formula is used every 5 years.

Tax Capacity Source: Hennepin County Adjusted Net Tax Capacity

ICR Source: SLMPD - does not include citations

Population Source: Met Council

POPULATION 2010-2014

	2010	2011	2012	2013	2014	Average	% of Avg. Total
Excelsior	2,188	2,203	2,235	2,284	2,273	2,237	18.9299%
Greenwood	688	688	698	693	689	691	5.8501%
Shorewood	7,307	7,312	7,438	7,524	7,425	7,401	62.6413%
Tonka Bay	1,475	1,477	1,499	1,492	1,488	1,486	12.5787%
	11,658	11,680	11,870	11,993	11,875	11,815	100.0000%

TAX CAPACITY 2011-2015

	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	3,779,156	3,716,579	3,579,833	3,649,970	4,226,786	3,790,465	13.3031%
Greenwood	3,379,736	3,171,651	3,085,462	2,895,345	3,241,439	3,154,727	11.0719%
Shorewood	16,775,778	15,908,723	15,114,127	14,865,833	16,027,049	15,738,302	55.2353%
Tonka Bay	6,353,445	5,988,563	5,554,383	5,356,098	5,796,033	5,809,704	20.3898%
	30,288,115	28,785,516	27,333,805	26,767,246	29,291,307	28,493,198	100.0001%

ICRs 2011-2015

	2011	2012	2013	2014	2015	Average	% of Avg. Total
Excelsior	1951	2116	2192	2693	2354	2,261	35.6634%
Greenwood	286	270	332	360	401	330	5.2016%
Shorewood	2680	2610	3284	3373	3175	3,024	47.7005%
Tonka Bay	659	606	677	822	861	725	11.4346%
	5,576	5,602	6,485	7,248	6,791	6,340	100.0001%

	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for	Difference	Arbitration	C+D = New
	2010-2014	2011-2015	2011-2015	5-Year Avg	Col. A & B	Allocation	Allocation
Excelsior	6.3100%	4.4344%	11.8878%	22.6322%	-0.0681%	27.0000%	26.9319%
Greenwood	1.9500%	3.6906%	1.7339%	7.3745%	-0.3311%	8.0000%	7.6689%
Shorewood	20.8804%	18.4118%	15.9002%	55.1924%	-0.4801%	50.0000%	49.5199%
Tonka Bay	4.1929%	6.7966%	3.8115%	14.8010%	0.8794%	15.0000%	15.8794%
TOTAL	33.3333%	33.3334%	33.3334%	100.0001%		100.0000%	100.0001%

POPULATION 2015-2019

	2015	2016	2017	2018	2019	Average	% of Avg. Total
Excelsior	2,262	2,225	2,352	2,321	2,566	2,345	19.1470%
Greenwood	702	703	724	706	708	709	5.7852%
Shorewood	7,458	7,496	7,708	7,693	7,934	7,658	62.5208%
Tonka Bay	1,509	1,558	1,526	1,550	1,541	1,537	12.5469%
	11,931	11,982	12,310	12,270	12,749	12,248	99.9999%

TAX CAPACITY 2016-2020

	2016	2017	2018	2019	2020	Average	% of Avg. Total
Excelsior	4,638,729	4,973,275	5,436,784	5,774,617	6,235,205	5,436,967	15.9172%
Greenwood	3,387,471	3,749,653	3,960,542	4,090,777	4,444,257	3,915,864	11.4640%
Shorewood	16,798,414	17,582,141	18,738,484	19,376,580	20,198,532	18,498,473	54.1558%
Tonka Bay	5,882,972	6,190,423	6,590,064	6,681,790	6,730,124	6,306,548	18.4630%
	29,855,742	31,344,715	33,186,305	35,474,934	36,891,981	34,157,852	100.0000%

ICRs 2016-2020

	2016	2017	2018	2019	2020	Average	% of Avg. Total
Excelsior	2398	2129	1819	1872	1700	1,984	35.7071%
Greenwood	376	352	319	383	387	363	6.5416%
Shorewood	2796	2697	2714	2621	2516	2,669	48.0415%
Tonka Bay	577	577	525	551	467	539	9.7098%
	6,147	5,755	5,377	5,427	5,070	5,555	100.0000%

	1/3 Pop	1/3 Tax Cap	1/3 ICRs	Totals for	Difference	Arbitration	C+D = New
	2015-2020	2016-2021	2016-2021	5-Year Avg	Column A & B	Allocation	Allocation
Excelsior	6.3823%	5.3057%	11.9024%	23.5904%	0.9582%	27.0000%	27.9582%
Greenwood	1.9284%	3.8213%	2.1805%	7.9302%	0.5557%	8.0000%	8.5557%
Shorewood	20.8403%	18.0519%	16.0138%	54.9060%	-0.2864%	50.0000%	49.7136%
Tonka Bay	4.1823%	6.1543%	3.2366%	13.5732%	-1.2278%	15.0000%	13.7722%
TOTAL	33.3333%	33.3332%	33.3333%	99.9998%		100.0000%	99.9997%



City of Shorewood Council Meeting Item

Title/Subject: Public Work's Director Job Description Discussion
Meeting Date: Tuesday, October 11, 2022
Prepared by: Sandie Thone, City Clerk/HR Director
Reviewed by: Ed Shukle, Interim City Administrator
Larry Brown, Director of Public Works

5B

Regular
Meeting

Background: The City Council accepted the resignation of Director of Public Work's Larry Brown at its regular meeting on September 12, 2022. Larry Brown has been employed by the City of Shorewood for 27 years. His last day will be December 28, 2022. In accepting his resignation and considering his replacement, Council directed staff to research comparable job descriptions from other cities and consider changes to the to the job description before authorizing the advertisement and recruitment for the position.

Staff has performed the research necessary to effectively conclude that the following attached Public Works Director position description or JD (Job Description) is being recommended with any revisions or additions as the council may recommend as a superior Position Description in comparison to the previous version created in 2013 (also included for your reference). The updated version includes reference to the City's Mission Statement, Management Philosophy, Core City Values/Attributes. In addition, the updated JD includes our new performance standards for a high performing culture integrated into our performance evaluation program in 2021.

Staff researched approximately 20 job descriptions and salary ranges. The Following Salary Ranges will show a comparison to other cities who have a similar position:

Shorewood	Director of PW	\$117-\$141K
CITY	TITLE	PAY RANGE
Bloomington	Director of PW	\$149-\$199K
Lakeville	PW Director	\$147-\$183K
New Hope	Director of PW & Engineering	\$122-\$148K
Minnetrista	PW Director	\$103-\$119K
Becker	Public Services Director	\$105-\$137K
Maplewood	PW Director/City Engineer	\$125-\$155K
Chaska	PW Director	\$104-\$156K
White Bear Lake	PW Director/City Engineer	\$137-\$185K
Richfield	PW Director	\$126-\$162K
Andover	PW Director/City Engineer	\$117-\$143K

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

Page 1

In reviewing the Salary ranges of similar positions, staff felt comfortable keeping the position in the Grade 18 on the Compensation Schedule for 2023 attached. Staff will be bringing back a proposal for a compensation study for all positions in early 2023 to understand better if our positions are staying in line with market salaries and that we remain competitive in the job market and for retention of our very well qualified and talented staff.

Financial or Budget Considerations: None at this time

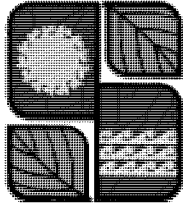
Action Requested: Staff is respectfully requesting city council approve the Advertising of the Public Works Director position as delineated in the Updated Job Description and the Salary Grade of 18 on the Shorewood 2023 Compensation Schedule with a range of \$116,989 to \$140,386. Motion, second and simple majority vote required.

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

2023

130	8.5%	\$ 19,838	\$ 19,26	\$ 19,84	COLA
Evaluation Points		Range Steps	2022	2023	3%

Grade	Point		Min	B	C	D	E	F	Max	Range		Annual	Annual	Step
	Minimum	Maximum								Percent	Max Spread	Min	Max	Value
1	130	140	\$13.23	\$14.33	\$15.43	\$16.53	\$17.63	\$18.74	\$19.84	50.0%		\$27,508	\$41,263	\$1.10
2	141	152	\$14.28	\$15.47	\$16.66	\$17.85	\$19.04	\$20.23	\$21.42	50.0%	8.00%	\$29,709	\$44,564	\$1.19
3	153	165	\$15.43	\$16.71	\$18.00	\$19.28	\$20.57	\$21.85	\$23.14	50.0%	8.00%	\$32,086	\$48,129	\$1.29
4	166	179	\$19.99	\$20.82	\$21.66	\$22.49	\$23.32	\$24.16	\$24.99	25.0%	8.00%	\$41,583	\$51,979	\$0.83
5	180	194	\$21.59	\$22.49	\$23.39	\$24.29	\$25.19	\$26.09	\$26.99	25.0%	8.00%	\$44,910	\$56,137	\$0.90
6	195	211	\$23.32	\$24.29	\$25.26	\$26.23	\$27.21	\$28.18	\$29.15	25.0%	8.00%	\$48,503	\$60,628	\$0.97
7	212	229	\$25.18	\$26.23	\$27.28	\$28.33	\$29.38	\$30.43	\$31.48	25.0%	8.00%	\$52,383	\$65,479	\$1.05
8	230	249	\$27.20	\$28.33	\$29.47	\$30.60	\$31.73	\$32.87	\$34.00	25.0%	8.00%	\$56,574	\$70,717	\$1.13
9	250	270	\$29.37	\$30.60	\$31.82	\$33.05	\$34.27	\$35.49	\$36.72	25.0%	8.00%	\$61,099	\$76,374	\$1.22
10	271	293	\$31.72	\$33.05	\$34.37	\$35.69	\$37.01	\$38.33	\$39.66	25.0%	8.00%	\$65,987	\$82,484	\$1.32
11	294	318	\$34.26	\$35.69	\$37.12	\$38.55	\$39.97	\$41.40	\$42.83	25.0%	8.00%	\$71,266	\$89,083	\$1.43
12	319	345	\$36.66	\$38.19	\$39.72	\$41.24	\$42.77	\$44.30	\$45.83	25.0%	7.00%	\$76,255	\$95,319	\$1.53
13	346	374	\$39.23	\$40.86	\$42.50	\$44.13	\$45.77	\$47.40	\$49.03	25.0%	7.00%	\$81,593	\$101,991	\$1.63
14	375	406	\$43.72	\$45.18	\$46.64	\$48.09	\$49.55	\$51.01	\$52.47	20.0%	7.00%	\$90,942	\$109,130	\$1.46
15	407	441	\$46.78	\$48.34	\$49.90	\$51.46	\$53.02	\$54.58	\$56.14	20.0%	7.00%	\$97,308	\$116,770	\$1.56
16	442	479	\$50.06	\$51.73	\$53.39	\$55.06	\$56.73	\$58.40	\$60.07	20.0%	7.00%	\$104,119	\$124,943	\$1.67
17	480	519	\$53.06	\$54.83	\$56.60	\$58.37	\$60.14	\$61.90	\$63.67	20.0%	6.00%	\$110,367	\$132,440	\$1.77
18	520	564	\$56.24	\$58.12	\$59.99	\$61.87	\$63.74	\$65.62	\$67.49	20.0%	6.00%	\$116,989	\$140,386	\$1.87
19	565	612	\$59.62	\$61.61	\$63.59	\$65.58	\$67.57	\$69.56	\$71.54	20.0%	6.00%	\$124,008	\$148,810	\$1.99
20	613	664	\$63.20	\$65.30	\$67.41	\$69.52	\$71.62	\$73.73	\$75.84	20.0%	6.00%	\$131,448	\$157,738	\$2.11
Step %				3.3%	3.2%	3.1%	3.0%	2.9%	2.9%					



CITY OF SHOREWOOD

POSITION DESCRIPTION

POSITION TITLE:	Public Works Director
DEPARTMENT:	Public Works
ACCOUNTABLE TO:	City Administrator
FLSA STATUS:	Exempt

PRIMARY OBJECTIVE

To provide leadership in the planning, coordinating, directing, communicating, and evaluating of a comprehensive public works program that will insure the most effective service to the public consistent with City Council policies, federal, state, and metropolitan regulations.

CITY VALUES & EXPECTATIONS

- Develops, supports and models a positive and productive workplace culture based on the city's core values of respect, integrity, communication, positive attitude, team work, and responsiveness. Allows employees to be successful by providing opportunities for increased responsibilities and creating a positive work culture.
- Supports and advances organizational development efforts such as developing a high performing organization, employee engagement, workforce development, inclusion, equity, and performance measurement efforts.
- Works cooperatively with others; responds to internal and external customers alike providing exceptional customer service. Develops and maintains respectful and effective working relationships with coworkers and community members; consistently brings a high level of self-awareness and empathy to personal interactions.
- Proactively resolves conflicts based on the greater good of the team, the city, and the community to ensure a respectful and inclusive workplace.
- Embrace the City's Mission, Managements Philosophy and Core values/Attributes by carrying out ones duties with a high degree of professionalism, honesty, and truthfulness.

ESSENTIAL FUNCTIONS OF THE POSITION

Serves as Director of Public Works

- Responsible for planning, organizing, directing and coordinating the construction, operation and maintenance of Streets, Parks, Water, Sanitary Sewer, and Storm Sewer facilities, including lift stations, ponds, wells, and water towers.
- Must be able to work cooperatively with others, even during emergencies and challenging situations, maintain a positive work attitude, and not negatively impact the morale of others.
- Must maintain an attitude of respect and professionalism at all times.

Directs and Oversees Streets and Parks

- Plans, directs, and oversees the maintenance of municipal streets and parks including scheduling of patching, snow and ice removal, storm water pipes, ditches, and wetland systems, and sweeping of City streets and parking lots.
- Ensures proper and timely maintenance of traffic signal systems.
- Ensures proper maintenance and operations of all equipment and buildings.

Directs and Oversees Utility Divisions

- Coordinates and oversees the activities of the Utility division, including the operation and maintenance of the City's drinking water and sanitary sewer systems, including water tower painting, replacement of pumps, lift station systems, inflow/infiltration control and database management.

Budget and Planning Responsibilities

- Coordinates preparation of the 5-year Capital Improvement Program related to utilities and equipment purchases.
- Ensures approved equipment and utility projects in the CIP that are completed on time and on budget.
- Develops, administers, and monitors the annual public works operating budgets.
- Prepares and implements long range plans for the Department.
- Provides leadership in efforts to streamline, improve, and seek continuous improvements.

Project and Program Management

- Coordinates Safety Programs including mandated OSHA training and certification, equipment safety inspections, development and documentation of department standard operating procedures, coordination of monthly department safety program meetings, oversees department policies, procedures, and practices to ensure safety and efficiency.
- Responsible for maintenance of the City's emergency preparedness communications systems, including emergency generators, radios, alarms, and outdoor warning sirens.

- Coordinates planning and response for emergency management for the Department and works closely with the Emergency Management Director to prepare and respond to emergencies and critical events.
- Monitors department operations to ensure compliance with applicable laws, regulations, rules, policies, and ordinances.
- Consults with staff on operations to determine work progress, changing priorities, problems, hazards, safety, and materials and equipment needs.
- Responsible for maintenance of complete and accurate department records.
- Receives, investigates, and responds to resident concerns and complaints in a timely manner.

Serve as Committee Representative

- Represents City in intergovernmental matters, including MnDOT, Hennepin County, Metropolitan Council and other agencies of Local, State, County or Federal government.
- Attends City Council meetings as necessary and other meetings as requested.

Performs other duties as apparent or assigned

SUPERVISORY RESPONSIBILITIES

DIRECT SUPERVISION:

City Engineer

Public Works Lead Supervisor

Light Equipment Operators (Utility)

Light Equipment Operators

Light Equipment Operator - Shop Technician

Seasonal Public Works Employees

Supervises employees in the Department either directly or through subordinate supervisors. Responsible for the overall direction, coordination, and evaluation of this unit. Carries out supervisory responsibilities in accordance with the City's policies and applicable laws. Responsibilities include interviewing; training; planning, assigning, and directing work; evaluating performance; rewarding; disciplining; suspending; transferring; adjusting grievances; addressing complaints and resolving problems of employees. Responsibilities also include the ability to effectively recommend: hiring, promoting, demoting, and discharging of employees.

EDUCATION and/or EXPERIENCE

Bachelor's of Science (B.S.) Degree in Civil Engineering, seven years of progressively responsible related municipal experience and/or training; or equivalent combination of education and experience.

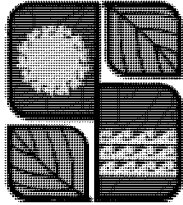
OTHER KNOWLEDGE, SKILLS AND ABILITIES

- Ability to be an innovative and creative thinker with proven leadership skills
- Ability to develop and maintain effective working relationships with a wide variety of city officials, other governmental agency representatives, developers, the general public, and others
- Ability to ensure that staff of the Department are used to maximum effectiveness and are developed to their full potential
- Ability to read and interpret documents such as safety rules, operating and maintenance manuals, technical and procedure manuals.
- Ability to prepare reports and correspondence.
- Ability to give presentations before City Council, other agencies, groups of customers; and employees.
- Ability to maintain records, complete forms, and prepare reports.
- Ability to create and analyze statistical data.
- Ability to communicate effectively with other staff, elected and appointed officials, consultants, regulatory agencies, contractors, media, and the general public.
- Considerable ability to determine short and long-term goals and establish procedures.
- Ability to make arithmetic computations using whole numbers, fractions and decimals.
- Ability to compute rates, ratios and percentages.
- Ability to calculate volumes, grades, elevations, etc. for projects.
- Ability to use scales to scale plans, maps, elevations, etc.
- General knowledge of computer operations and software programs, including Word and Excel.
- Knowledge of municipal public works maintenance operations including streets, sewer and parks maintenance, shop and equipment repairs.
- Ability to interpret plans and specifications for construction projects.
- General knowledge of equipment and products utilized in Department.
- Knowledge of MNDOT, State, County and local laws and ordinances.
- Knowledge of OSHA rules and regulations.
- Knowledge of the "Employee Right to Know – Material Safety Data Sheets and Information".
- Knowledge of GIS mapping and engineering for construction projects.
- Ability to be available evenings and weekends to respond to and assess off-hour work requirements of department, including weather related conditions.

CERTIFICATES, LICENSES, REGISTRATIONS

Valid Minnesota Class D Drivers License or become so licensed within 6 months of employment.

In compliance with the American with Disabilities Act the following represents the Physical and Environmental Demands: The position requires an equal amount of time spent standing, walking, and sitting. Lifting, pushing/pulling, or carrying objects weighing up to ten (10) pounds is regularly required, with a maximum of one hundred (100) pounds occasionally required. Climbing, stooping, kneeling, crouching, crawling, twisting, and bending are sometimes required. Repetitive movements of the hands are sometimes required. Audio, visual, and verbal functions are essential functions to performing this position. While performing the duties of this job, the employee frequently works in outdoor weather conditions. The employee occasionally works near moving mechanical parts; in high, precarious places; and is frequently exposed to fumes or airborne particles, toxic or caustic chemicals, and risk of electrical shock. The employee is occasionally exposed to wet and/or humid conditions, extreme heat; and vibration.



CITY OF
SHOREWOOD

POSITION TITLE: Director of Public Works
DEPARTMENT: Public Works
ACCOUNTABLE TO: City Administrator
SUPERVISES: City Engineer, Light Equipment Operator, Shop Technician, Utilities Lead Supervisor, Utility Operator, Seasonal Public Works Employees

OBJECTIVE AND SCOPE

Responsible for planning, organizing, directing and coordinating the construction, operation and maintenance of Streets, Parks, Water, Sanitary Sewer, and Storm Sewer facilities, including lift stations, ponds, wells, and water towers.

ESSENTIAL FUNCTIONS OF THE POSITION

- A. Serves as Director of Public Works
1. Must be able to work cooperatively with others, even during emergencies and challenging situations, maintain a positive work attitude, and not negatively impact the morale of others.
 2. Must maintain an attitude of respect and professionalism at all times.
- B. Oversees Streets and Parks.
1. Plans, directs, and oversees the maintenance of municipal streets and parks including scheduling of patching, snow and ice removal, storm water pipes, ditches, and wetland systems, and sweeping of City streets and parking lots.
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 3. Ensures proper maintenance and operations of all equipment and buildings.
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1. Coordinates and oversees the activities of the Utility division, including the operation and maintenance of the City's drinking water and sanitary sewer systems, including water tower painting, replacement of pumps, lift station systems, inflow/infiltration control and database management.

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- Ability to make arithmetic computations using whole numbers, fractions and decimals.
- Ability to compute rates, ratios and percentages.
- Ability to calculate volumes, grades, elevations, etc. for projects.
- Ability to use scales to scale plans, maps, elevations, etc.
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City of Shorewood Council Meeting Item

Title/Subject: Approve SCEC Landscaping Expenditure
Meeting Date: October 11, 2022
Prepared by: Twila Grout, Park and Rec Director
Reviewed by: Ed Shukle, Interim City Administrator
Attachment: Quote from Mangold Horticulture
Photos of Shrubs

5C

MEETING
TYPE
Regular
Meeting

Background: This past spring the Shorewood Community & Event Center exterior was painted, and we have received great compliments on the painting. To even make the center look better the creeping juniper shrubs in front of the building need replacing and the brush along the walkway needs to be removed and replaced with fresh looking shrubs.

Staff reached out to two landscape companies and Mangold Horticulture who provides landscape services to the community center from spring through fall. Mangold Horticulture is the only company that provided a quote.

Action Requested: Staff recommends the City Council approve the quote from Mangold Horticulture to remove the old shrubs and plant new shrubs.

Approval requires a simple majority.

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.*



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

9/28/2022
Quote # 7131

Billing Address:
Ed Shukle
City of Shorewood
5735 Country Club Road
Shorewood, MN 55331

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

Dear Ed:

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

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

Please review the following service options and let us know what best fits your needs. We would be happy to discuss customizing as needed for your property. Here is our quote:

Garden Enhancement

Garden Enhancement

- Plant 12 'Ivory Halo' Dogwood size #5 along building.
- Plant 30 'Fragrant' Sumac size #2 between dogwood and existing honeysuckle.
- Plant 13 'June' Hosta size #1 along walkway on side of building.

Price: \$3,805.00

Shrub Removal

- Remove all creeping juniper shrubs from front landscape.
- Remove brush along walkway on right side of building out 4'.
- Remove all debris.

Price: \$1,790.00

Mulch Topdressing

- Topdress planting areas with shredded hardwood mulch.

Price: \$885.00

PROJECT TOTAL: \$6,480.00

Terms & Conditions

Quote pricing is based on half down to schedule with balance due upon completion. Either party has the unconditional right to cancel at any time. Upon cancellation, Mangold Horticulture will invoice the next business day after termination for all work completed by cancellation date. Down payments are nonrefundable. Mangold Horticulture crews shall arrive at the property unannounced unless noted herein. Any alterations and/or additions to this quote shall be handled with a new quote as needed.

Mangold Horticulture guarantees all work to be completed in a workmanlike manner according to industry standards. Subgrade conditions are evaluated during the estimating process; however, Mangold Horticulture is not responsible for any unexpected problems (i.e. poor soil conditions, buried objects, etc.) Any unexpected subgrade issues will be handled through a new quote.

Mangold Horticulture will have utilities marked by Gopher State One Call. Any utilities not marked by Gopher State One Call are property owners' responsibility to mark (i.e. secondary gas lines, irrigation systems, etc.).

Mangold Horticulture will carry liability and workmen's compensation on outlined work. Property owner is responsible to carry fire, tornado, flood, etc. insurance on outlined work.

Contractor's Lien Notice To Owner: Any person or company supplying labor or material for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions. Under Minnesota law you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amount due to them, from us, until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or materials for the improvement and who gave timely notice.

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

Signature and Date:

Ed Shukle

Mangold Horticulture

Again, passionate people, outstanding results - Our team is excited about what we do and would love the opportunity to work with you.







**BOLTON
& MENK**

Real People. Real Solutions.

1960 Premier Drive
Mankato, MN 56001-5900

Ph: (507) 625-4171
Fax: (507) 625-4177
Bolton-Menk.com

MEMORANDUM

Item 6A1
Regular Meeting

Date: October 4, 2022
From: Dan Donayre, Natural Resources Project Manager
Subject: Shorewood Stream Restoration
BMI Project No.: 0C1.127231

We have been exploring the possibility of restoring a stream reach that lies within Freeman Park. This is an intermittent stream has erosional, floodplain connectivity with bed and bank issues. After an internal walk of the reach with our natural resource engineers and natural resource specialist we determined that the reach might be eligible for stream credits through the Clean Water Act mitigation program. Our thoughts were initially verified during a field review of the Smithtown Ponds with a Corps of Engineers Project Manager in 2021.

The first step in determining if the Army Corps of Engineers (Corp) will consider the reach acceptable for the mitigation program is to submit a Draft Prospectus. During the process in developing this document, we made several field visits to survey the site and determine which restoration techniques could be used and where they could be used. As this process progressed, I was in touch with the Corp Stream Team giving them periodic updates on our progress. In August I had an on-site meeting with the Corps to review another of our restoration sites. They explained that the Wilmington (NC) District and Savana (GA) District stream experts were making a site visit to Minnesota as a training session for St Paul project managers. After several conversations, it was decided that the group should visit the Shorewood site and give us an initial overview of their thoughts before submittal of any documentation.

Being that the stream mitigation program is new in MN, St Paul project managers rely heavily on the Wilmington and Savannah Districts for guidance. At the on-site meeting, these representatives were extremely knowledgeable and gave great guidance associated with this reach and what they are looking for in a quality stream restoration. Although this reach meets some of the principal concepts for restoration, there are some major hurdles that the Corps pointed out:

- The Smithtown Ponds project will regulate flows within the downstream portion of the reach where the best locations for restoration are located. The measurement for the success of the restoration and credit releases is based on bank full events. With flows being regulated in this manner, it is unlikely that annual bank full events will occur.
- The upstream portion of the reach is located within a city park. The experience from the southern district as that a conservation easement placed in parks serving athletic facilities have a high likelihood of being encroached upon. For this reason, they discourage mitigation within these types of parks.
- In order to restore this reach, trees within the surrounding riparian zone will have to be cleared in order to complete the reconstruction of the banks and floodplain connectivity. Once restored, they are stabilized using herbaceous species that require light for establishment. The southern districts have seen smaller equipment used to restore streams in forested areas, but the issue is the lack of vegetation establishment under a tree canopy that leads to the failure of those projects.

Name: Shorewood Stream Restoration

Date: October 5, 2022

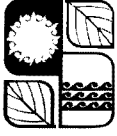
Page: 2

Although the subject stream reach has potential for restoration and the production of credits, these three items make it difficult to achieve the ultimate goal. The pond design can be modified to allow for bank full events, but the setting of the restoration and tree clearing lead us to recommend that this project be set aside. We will continue to locate other areas for restoration that could produce stream or wetland credits for the city.

Thank you,

A handwritten signature in black ink, appearing to read 'Dan Donayre', with a long horizontal line extending to the right.

Dan Donayre, PWS
Natural Resources Project Manager



City of Shorewood Council Meeting Item

Title/Subject: Pavement Management Methodology and Pavement Inventory
Meeting Date: Tuesday, October 11, 2022
Prepared By: Larry Brown, Director of Public Works
Attachments: Pavement Inventory

Background: This item is follow-up information requested by the City Council, related to the discussion of the condition of the roadways within the Boulder Bridge subdivision and maintenance methodology regarding timing of bituminous overlays and scheduling of roadways for reconstruction.

No action is being requested at this time for this item.

The City of Shorewood owns and maintains 52 miles of asphalt pavement. The ownership, maintenance, and reconstruction of this infrastructure represents one of the most significant costs that a city incurs. Having an accurate and effective pavement inventory system is critical to properly managing the investment of pavements.

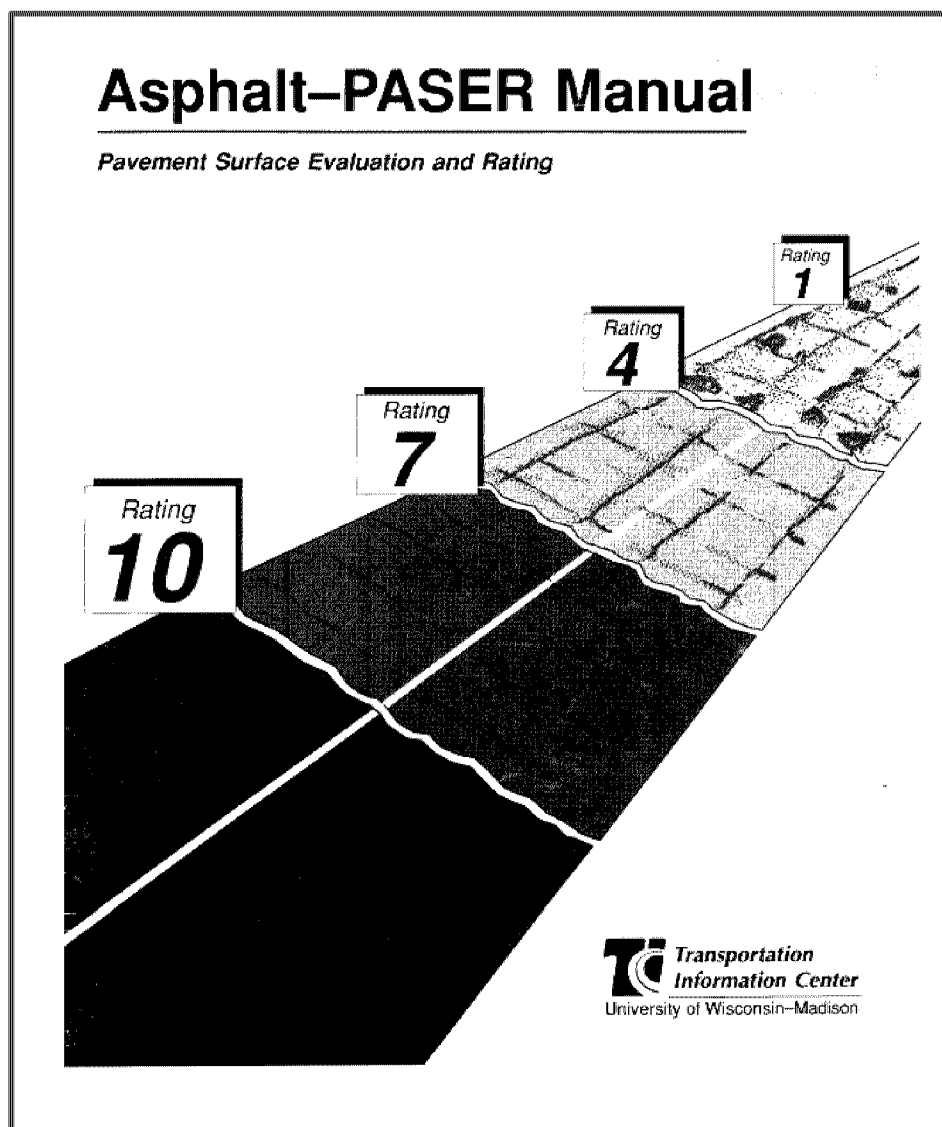
Each year, in late October, the Public Works Department performs a Pavement Management Inventory (PMI) utilizing what is known as the PASER - Pavement Surface Evaluation and Rating System that was developed by Engineers at the University of Wisconsin, Madison. This system of evaluation has been utilized by many agencies across the nation, to evaluate and manage pavement inventories.

When addressing PMIs, there are a vast array of programs that range from programs that require very intensive data collection, and often time costly processes, to those that are simple to perform with minor processes and costs involved.

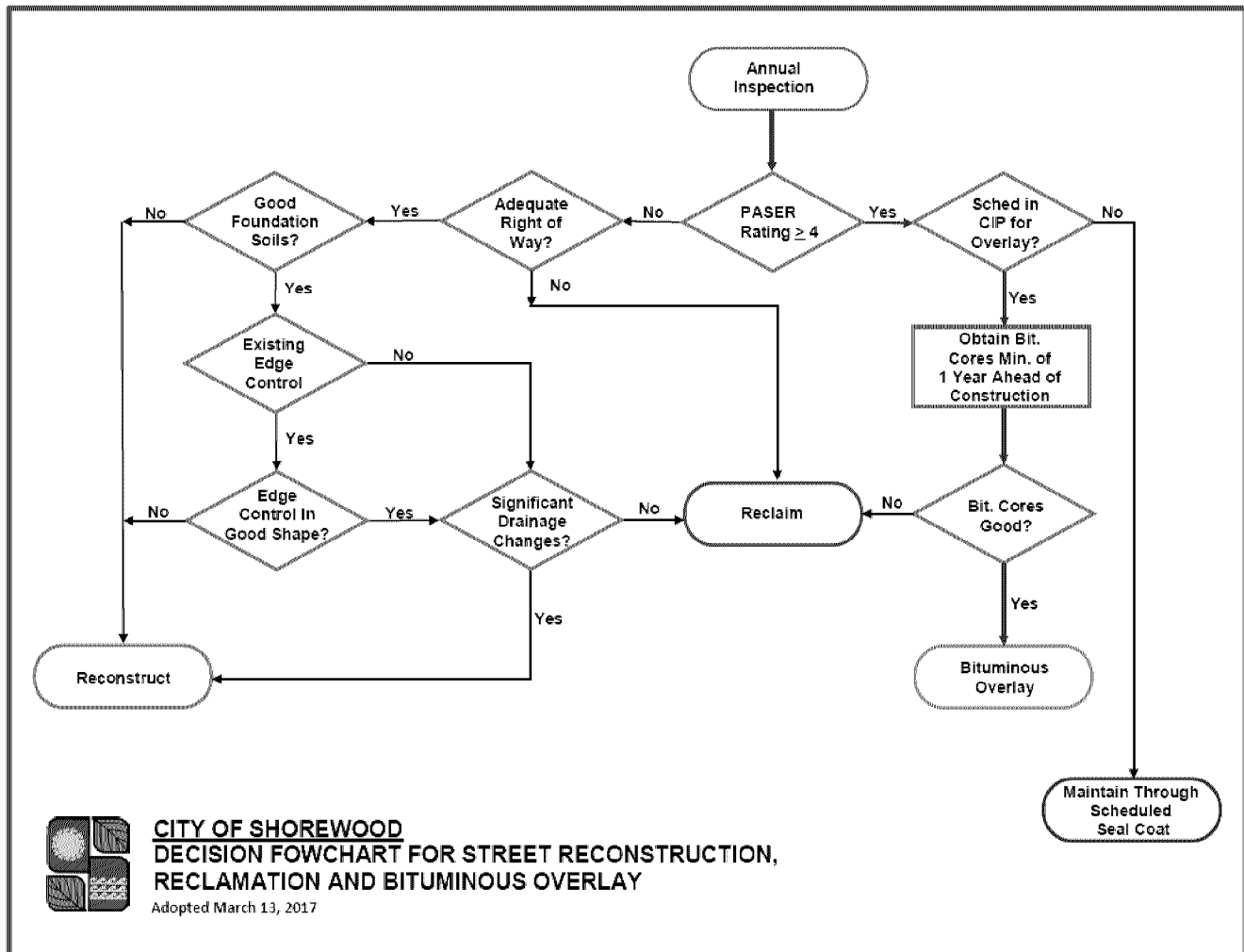
There certainly are pros and cons associated with each methodology used. Many of these inventories involve having technicians count and measure each crack in the asphalt, for example, as a measure of stress and deterioration. This type of inventory is very laborious and costly to perform. Other systems include a falling weight which measures the resulting deflections in the pavement and resultant vibrations through the strata of pavement and subgrade soils, to evaluate subsurface conditions. Staff is of the opinion that all these methods lead to very similar, if not identical results.

Staff opted to draw upon the experience from the engineering department from the City of Hopkins. Hopkins had contracted to have a soils testing firm evaluate every roadway utilizing at “Dynamic hammer” and sensors. The result was a very sophisticated (and expensive) model of exactly what was occurring with the structure of every roadway. Certainly, this was a very valuable tool. However, it was later discovered that the data obtained had a very limited shelf life, as each year the normal frost cycles of winter took their toll and changed the subgrade condition. To paraphrase the City Engineer at the time, “PMI programs, such as PASER, result in the same or similar answer that that the sophisticated programs arrive at, and is a system that is far less expensive, is easily understood by staff, City Councils, and the public, and comparatively can be updated easily.

Very simply, under the PASER Method, each pavement is rated on condition from a rating of 1 to 10. While the method of evaluation is a detailed review, the cover of the process is a great summary of the result, as shown below:



Ultimately, the question becomes, how is this data used once pavements have been rated? In response, the City of Shorewood has previously considered and approved what is known as the Pavement Reconstruction Decision Matrix, as shown below.



The City has adopted a goal of keeping our pavements at a PMI index of 4 or greater. Having stated that, this really reflects not only a maintenance goal, but ultimately a financial commitment to the future of the infrastructure.

The charts below demonstrate various aspects of maintaining pavements in a routine performing minimal maintenance and fixing the “worst first” approach, over time.

Chart 1 below depicts the impact on the service life for pavements that are maintained regularly with sealcoating and bituminous overlay, versus performing minimal maintenance.

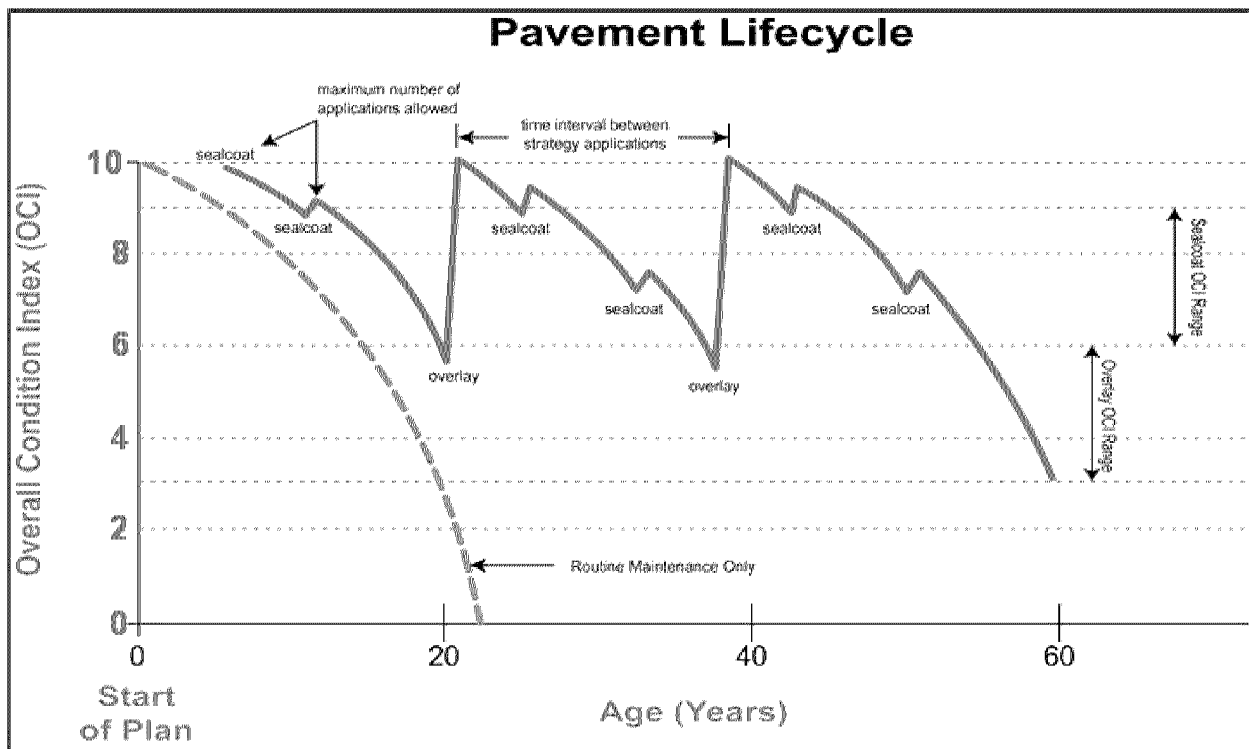


Chart 1

In addition to extending out the service life of the pavement, by performing the required sealcoating and overlays, the overall impacts of the costs are more effective, dollar for dollar.

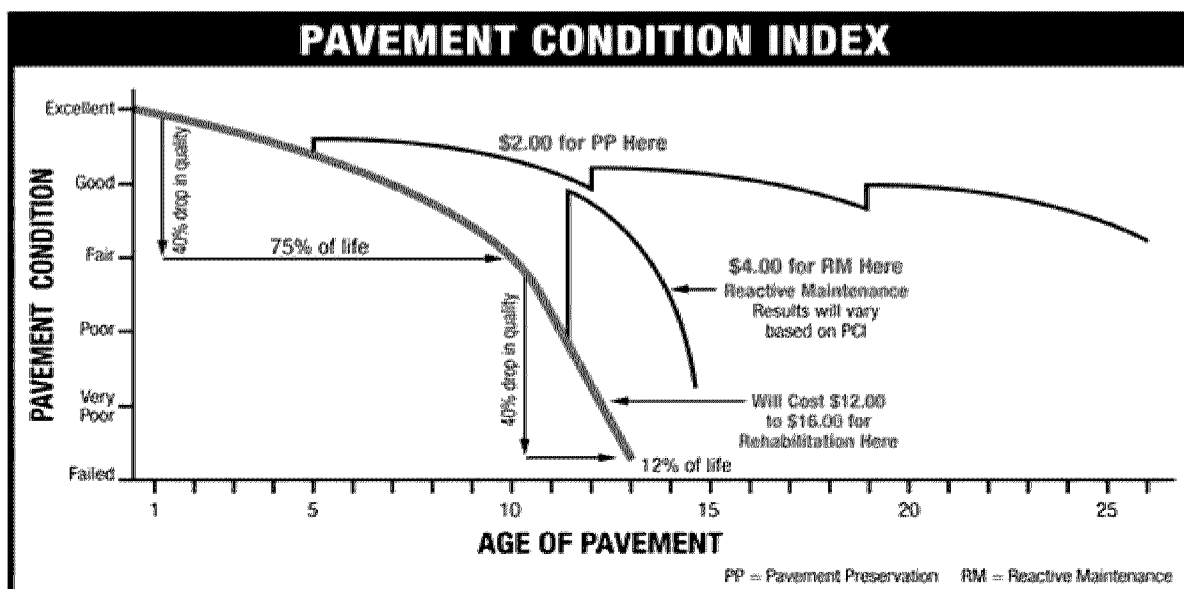


Chart 2

Chart 3 below depicts the common remedies versus pavement conditions.

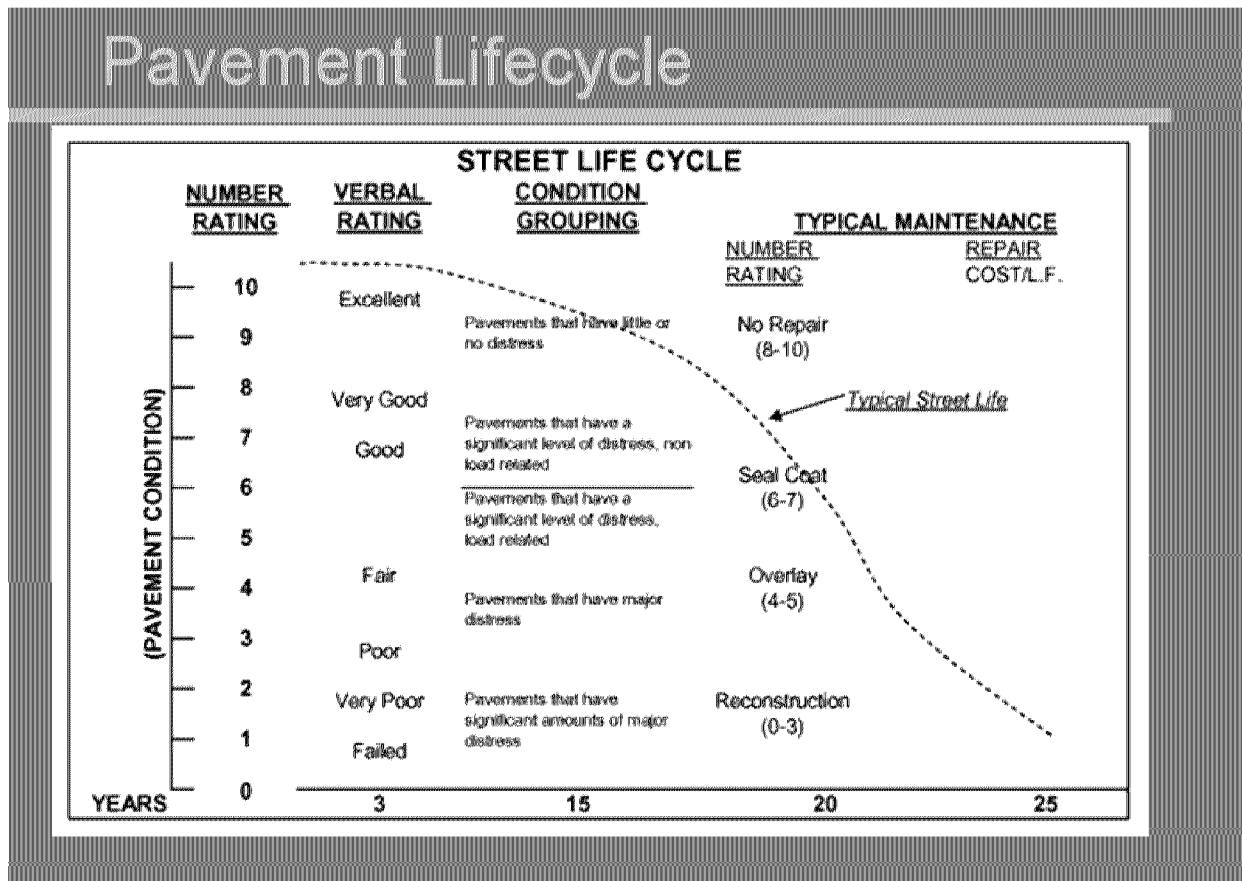


Chart 3

The following charts are the current pavement inventory. While the two sets of data are the same data, the first set is sorted by roadway name, and the second set is sorted by the 2021 (latest) pavement rating.

Council may note that the Boulder Bridge roadways, excepting Boulder Circle, is at a current rating of 7. Therefore, these have not been slated in the 5-year CIP. Boulder Circle has had extreme construction activity in the area and City Staff is working with the builder for remedy for the recent damage caused by their construction.

Staff will answer any questions regarding this at the City Council meeting.

PAVEMENT RATINGS SORTED BY STREET NAME

Pavement Rating and Record of Action																								
Date of Last Revision		7/22/2022																						
Street Name	from	to	Length (1) FT	Width FT	Dia. Clr.	Road Island	Area SF	Area SY	Exist. Curb	Date Install	2005 Rating	2006 Rating	2008 Rating	2009 Rating	2010 Rating	2011 Rating	2012 Rating	2014 Rating	2015 Rating	2016 Rating	2018 Rating	2019 Rating	2020 Rating	2021 Rating
3rd Avenue	Christmas Lane Road	Excelsior city limits	400	22.0			8,800	978	None	1970	7	7	7	7	7	7	7	7	7	7		6	6	6
Ancaster Avenue	Yellowstone Trail	Grant Street	550	28.0			18,200	2,022	None	1972	8	7	7	7	6	6	7	6	6	10	8	10	9	9
Atton Road	Smithtown Drive	Catcath Drive	590	22.0			21,780	2,420	Bt	1970	4	4	4	4	4	4	10	10	9	8	8	7	7	6
Alexander Lane	Strawberry Lane	Cul-de-sac	310	20.0	96	27	12,862	1,429	Sur	2013							10	7	10	7	10	10	9	9
Amlee Road	Mantoua Lane	Cul-de-sac	750	25.0	54		21,038	2,338	None	1970	4	4	4	4	4	4	3	3	3	3	3	3	3	10
Anthony Terrace	Vine Street	Cul-de-sac	260	22.0	58		8,361	925	None	1972	6	6	6	6	6	6	7	6	6	6	7	7	6	7
Apple Road	Mill Street	South city limits (Chan)	1,730	26.0			44,990	4,998	None	1972	7	7	10	10	9	9	8	9	9	9	9	8	8	8
Arbor Creek Lane	Grant Lorenz Road	Cul-de-sac W	440	28.0	70		16,167	1,796	Sur	2005	10	10	10	10	10	10	10	9	9	9	9	8	8	8
Ayrshire Ln	Smithtown Rd	Bentgrass Way	852	24.0			20,448	2,272	Sur	2018												10	10	10
Excelsior Way	Excelsior Boulevard	Cul-de-sacs (2)								2004	PRIVATE													
Baywater Road	Minnetonka Blvd	Dead End	1,050	22.5			23,625	2,625	Sur	1982	7	7	6	8	6			7	7	8	7	7	6	8
Bentgrass Way	West Cul-de-sac	Club Valley Road	2,475	24.0	88		66,479	7,275	Sur	2018								7	7	7		10	10	10
Bentgrass Way	Club Valley Road	East Cul-de-sac	878	24.0	88		27,151	3,017	Sur	2015											10	10	10	10
Beverly Drive	Catcath Drive	Cul-de-sac	1,180	22.0	60		28,796	3,198	Bt	1972	6	5	5	10	9	8	7	7	7	7	6	6	6	6
Birch Bluff Road	Grant Lorenz Road	Eureka Road	2,280	21.0			47,880	5,320	None	1970	8	6	5	5	6	6	6	7	6	6	4	10	10	10
Birch Bluff Road	Eureka Road	Tonka Bay city limits	720	22.0			15,000	1,784	None	1972	5	5	5	7	6	6	6	7	6	6	4	10	10	10
Blue Bridge Lane	Lake Virginia Drive	Dead End	500	22.0			10,800	2,200	None	1972	5	4	10	9	9	9	8	8	7	7	7	7	7	7
Boulder Bridge Drive	Smithtown Road	Smithtown Drive	3,030	19.5			59,055	6,565	Sur	1978	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Boulder Bridge Lane	Boulder Bridge Drive	Boulder Bridge Lane	300	19.5			5,800	650	Sur	1983	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Boulder Bridge Lane	Boulder Bridge Lane	North Cul-de-sac	400	19.5	80	27	12,252	1,361	Sur	1983	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Boulder Bridge Lane	Boulder Bridge Drive	Cul-de-sac (2)	720	19.5	80	27	18,492	2,055	Sur	1983	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Boulder Circle	Boulder Bridge Drive	Cul-de-sac	1,050	22.0	70		25,547	2,954	None	1983	4	4	4	7	5	5	5	7	7	7	7	6	5	5
Brackley Road	Apple Road	Cul-de-sac	960	23.0			24,000	2,667	Cul-Sur	1987	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Brand Circle	Christmas Lane	Cul-de-sac	360	21.0	62	28	10,087	1,121	Cul-Sur	1972	6	6	6	6	6	6	6	6	6	7	6	6	6	10
Brassie Circle	Club Valley Road	Cul-de-sac	126	24.0	60		5,850	650	Sur	2015								6	6	6	10	10	10	9
Brentbridge Drive	Howards Point Road (S)	Howards Point Road (N)	2,107	25.0			52,675	5,853	D-412	1987	8	7	7	7	7	7	7	7	7	7	6	6	6	6
Broms Boulevard	Old Market Road	Vine Hill Road South	3,170	29.5			93,515	10,391	B-612	1996	7	7	7	7	7	6	7	7	7	7	7	6	6	7
Brynmarw Place	Howards Point Road	Cul-de-sac	1,020	24.0	95	47	29,831	3,315	Sur	1983	5	8	8	8	8	7	7	7	7	7	7	7	7	7
Burnwood Court	Shenepood Oaks Road	Cul-de-sac	555	25.0	87		13,917	2,202	Sur	1986	8	8	8	8	8	8	8	7	7	7	7	7	7	7
C.R. 18 Frontage Rd (w.)	Dead End 19	Dead End 19 Flooring Store	200	24.0			4,800	540	B-612	2008	8	8	8	8	8	8	8	8	8	8	8	8	8	8
Cajal Lane	Smithtown Road	Beverly Drive	780	21.0			16,380	1,820	Bt	1972	5	5	5	5	5	10	9	8	7	7	7	7	7	7
Cardinal Drive	Murray Street	South city limits (Chan)	770	21.0			16,170	1,797	None	1972	5	7	7	7	7	7	7	7	6	6	6	10	10	10
Carrie Lane	Radisson Road	Cul-de-sac	2,610	22.0						1983	PRIVATE													
Catcath Drive	Smithtown Road	LRT	2,610	22.0			57,420	6,390	None	1972	4	4	4	10	9	9	9	8	8	8	7	7	7	7
Chanelston Circle	Yellowstone Trail	Cul-de-sac	580	22.0	80		17,784	1,975	Sur	1986	6	7	7	7	6	5	7	10	10	7	7	7	7	7
Charwell Hill	Old Market Road	Cul-de-sac	210	23.0	72		23,692	2,627	Sur	1984	8	7	7	7	7	7	7	10	7	7	7	7	7	7
Chaska Road	Mayflower	TH 7	1,100	24.0			26,400	2,933	None	1972	6	6	6	6	6	6	7	7	10	10	10	9	9	8
Chaska Road	TH 41	Mayflower	1,000	24.0			24,000	2,667	None	1972	6	8	6	5	5	5	7	6	10	10	9	9	7	7
Chestnut Court	Near Mountain Boulevard	Cul-de-sac	290	23.0	75		11,086	1,232	Sur	1986	8	7	6	6	7	7	7	7	7	7	7	7	7	7
Chestnut Terrace	Near Mountain Boulevard	Cul-de-sac	130	23.0	75		7,406	823	Sur	1986	8	7	7	7	7	7	7	7	7	7	7	7	7	10
Christmas Lake Point	Radisson Road	Dead End								1972	PRIVATE													
Christmas Lake Point	3rd Avenue	Christmas Lane	2,790	20.0			55,800	6,200	None	1970	8	7	6	8	6	6	6	6	8	7	7	6	6	5
Christmas Lane W	Christmas Lake Road	Dead End W	300	15.0			4,800	533	None	1970	7	7	6	8	6	6	7	7	7	7	7	7	7	7
Christmas Lane E	Christmas Lake Road	Dead End E	300	15.0			4,800	533	None	1970	8	7	6	6	6	6	7	7	7	7	7	7	6	3
Christopher Road	Smithtown Road	Cul-de-sac	610	22.0	80		18,444	2,049	Bt	1989	5	5	5	7	6	10	10	7	7	7	7	7	7	7
Church Road	West 62nd Street	Cul-de-sac	610	21.0	86		18,615	2,068	B-612	1971	8	8	7	7	7	7	7	7	7	6	6	6	6	5
Clover Lane	Minnetonka Drive	Cul-de-sac	290	22.0	58.5		9,066	1,007	None	1970	8	6	4	7	6	5	5	10	9	8	8	7	7	7
Club Lane	Smithtown Road	Dead End	620	12.0			7,440	827	None	1972	4	4	4	4	4	5	10	9	8	7	7	7	7	7
Club Valley Road	Yellowstone Trail	Cul-de-sac	1,117	24.0			41,208	4,575	Sur	2015								7	6	6	4	4	10	10
Club Valley Road	Yellowstone Trail	Wood Drive	650	22.0			14,300	1,586	None	1965	8	7	7	7	6	5	4	7	10	10	10	8	10	8
Country Club Road	Smithtown Road	Yellowstone Trail	2,330	26.0			60,580	6,731	None	1972	8	8	7	6	6	6	7	7	5	5	5	8	8	9
Covington Court	Vine Hill Road	Cul-de-sac	130	23.0	75		7,406	823	Sur	1985	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Davington Road	Radisson Road	Old Market Rd	2,784	20.5			57,072	6,341	None	1970	8	8	7	7	7	7	7	6	6	7	6	6	6	10
Deering Road	Old Market Rd	Vine Hill Rd	2,260	22.5			50,850	5,650	None	1970	8	8	7	7	7	7	7	6	6	6	5	6	6	10
Deer Ridge	Koehnken Cir	Cul-de-sac	319	22.0			12,208	1,134	Sur	1953	9	9	9	8	8	8	8	8	8	7	7	7	7	7
Delwood Lane	Enchanted Drive	Cul-de-sac	630	18.0	55		12,955	1,444	None	1973	4	7	6	6	7	6	5	4	9	4	7	6	10	10
Devenshire Circle	Knightsbridge Road	Loop								1981	PRIVATE													
Division Street	Excelsior city limits	Dead End	325	18.0			5,850	650	None	1972	7	7	7	7	7	7	7	5	6	6	5	5	5	5
Duck Island	No ROADS	Island									NO ROADWAYS							N/A						
Echo Road	County Road 19	County Club Road	1,960	21.0			41,160	4,573	None	1970	6	5	5	5	4	4	4	7	6	6	4	4	10	10
Edgewood Road	Howards Point Road	Grant Lorenz Road	3,800	24.7			95,860	10,425	None	1970	8	7	7	7	7	7	7	7	6	6	5	4	10	10
Edgert Point	McKinley Place	Cul-de-sac	360	23.0	75		12,096	1,411	Sur	1988	8	7	6	8	7	7	8	10	10	10	9	9	8	7
Elder Turn	Minnetonka Drive	Cul-de-sac	17.0	39.0			7,411	841	None	1970	6	5	5	5	5	5	10	9	8	7	7	7	7	7
Elmridge Circle	Edgewood Road	Cul-de-sac	230	20.0	71.5		9,613	957	None	1973	4	10	9	9	9	9	9	9	9	8	8	8	8	8
Enchanted Cove	Enchanted Drive	Cul-de-sac	150	20.0	50		4,963	551	None	1973	7	7	7	7	7	7	7	6	6	4	4	6	4	10

Pavement Rating and Record of Action																										
Date of Last Revision		7/22/2022																								
Street Name	from	to	Length (1)	Width	Flt	Clas	Rad	Area	Area	Exist	Curb	Date Install	2005 Rating	2006 Rating	2008 Rating	2009 Rating	2010 Rating	2011 Rating	2012 Rating	2014 Rating	2015 Rating	2016 Rating	2018 Rating	2019 Rating	2020 Rating	2021 Rating
Enchanted Drive	Enchanted Lane	Cul-de-sac	1.500	20.0				33.963	3.774	None	1973	7	7	7	7	7	7	7	7	6	6	4	6	4	10	10
Enchanted Lane	Shady Nland Bridge	Smithtown city limits	3.430	18.0				61.740	6.960	None	1973	7	7	6	6	6	6	6	6	4	4	4	7	7	10	10
Enchanted Point	Enchanted Lane	Dead End	1.270	14.0				17.780	1.976	None	1973	AGGREGATE ROADWAY														
Eureka Road (North)	Smithtown Road	Birch Bluff Road	2.750	22.0				60.500	6.722	None	1970	8	7	6	6	7	6	5	5	7	6	6	6	5	5	5
Eureka Road (South)	Smithtown Road	State Highway #7	3.250	21.0				68.250	7.583	None	1972	7	6	6	6	7	10	10	10	10	9	8	8	7	7	7
Eureka Way	Smithtown Road	Dead End								None	1972	PRIVATE														
Excelsior Boulevard	St. Albans Bay Road	Manor Road	1.553	22.0				34.165	3.795	None	1972	6	6	6	6	6	7	7	7	5	7	7	7	7	7	7
Excelsior Boulevard	Manor Road	East Cul-de-sac (Dreghn)	2.132	22.0				46.904	5.213	None	1972	6	6	6	6	6	7	7	7	7	9	8	8	10	10	10
Fairway Drive	Smithtown Road	End Cul-de-sac (n)	731	28.0				20.456	2.274	Sur	2003	10	10	9	9	8	8	8	8	8	8	8	8	8	8	8
Fatima Place	Minnetonka Boulevard	Dead End			64.5			12.332	1.370	None	1972	6	5	5	4	4	10	10	10	10	9	8	8	8	8	8
Featherby Bay	Bertgrass Way	Cul-de-sac	308	24.0	88			13.471	1.497	Sur	2015											10	10	10	10	10
Ferncroft Drive	Minnetonka Boulevard	Forest Drive	1.230	17.3				21.279	2.364	None	1987	5	5	5	5	5	10	10	10	10	9	8	8	7	7	7
Forest Drive	Minnetonka Boulevard	Dead End	1.000	20.0				20.000	2.222	None	1982		5	5	5	5	10	10	10	10	8	7	7	7	7	7
Frog Island	No Roads	Island										NO ROADWAYS														
Gales Island	No Roads	Island										NO ROADWAYS														
Galpin Lake Road	State Highway #7	Mayflower Rd/Sd city limits	2.230	21.0				46.830	5.203	None	1972	5	7	7	7	6	6	6	7	6	6	7	6	5	5	5
Galpin Lane	Galpin Lake Road	Cul-de-sac								None	1972	PRIVATE														
Garden Road	Minnetonka Boulevard	Dead End	1.240	12.0				14.880	1.653	None	1972	5	4	4	4	4	4	5	4	4	3	10	9	9	9	9
Giddons Lane	Glen Road	Cul-de-sac								None	1996	PRIVATE														
Gillette Curve	Minnetonka Drive	Cul-de-sac	540	22.0				14.080	1.564	None	1970	6	5	4	7	5	5	5	4	4	4	10	8	8	8	8
Glen Road	County Road 19	Manitou Ln	1.500	20.0				30.000	3.333	None	1972	4	4	4	4	4	4	4	4	5	4	4	3	3	3	3
Glen Road	Manitou Ln	Dead End	15.0	88.0				13.600	1.511	None	1972	5	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Glencoe Road	North city limits (Exc)	Dead End	1.200	18.0				21.600	2.400	None	1972	5	7	7	7	7	6	6	7	7	7	7	7	7	7	7
Goose Island	No Roads	Island										NO ROADWAYS														
Grant Lorenz Road	Smithtown Road	Birch Bluff Road	2.930	25.5				74.715	8.302	None	1970	6	6	6	6	6	6	5	4	7	5	4	4	4	4	10
Grant Street	Excelsior city limits	Dead End	500	20.0				12.000	1.333	None	1966	7	7	7	7	7	7	6	7	7	7	7	7	7	7	7
Harding Avenue	Wedgewood Drive	Harding Lane	265	5.0				2.280	253	Bt	1985	6	5	4	4	4	10	10	10	10	10	9	8	8	8	8
Harding Lane	Harding Avenue	Cul-de-sac (South)	130	30.0	88			3.670	1.105	Bt	1985	6	6	6	6	6	10	10	10	10	10	10	10	10	10	10
Harding Lane	Harding Avenue	Cul-de-sac (North)	570	30.0	88			23.175	2.575	Bt	1988	4	3	2	2	10	10	10	10	10	10	10	9	8	8	8
High Pointe Road	State Highway #7	Cul-de-sac (North)			44					None	2003	PRIVATE														
Hilliendale Road	Mill Street	Dead End	950	18.0	44			18.260	2.025	None	1972	8	7	7	7	7	7	7	7	7	6	7	7	7	7	7
Holly Lane	Mill Street	Dead End								None	1970	MAINTAINED BY CHANHASSEN														
Howards Point Road	Edgewood Road	Dead End	1.500	16.0				20.800	2.311	None	1970	8	6	6	6	6	6	6	6	7	6	5	10	10	10	9
Howards Point Road	Smithtown Road	Edgewood Road	4.110	23.0				94.530	10.553	None	1970	8	6	6	6	6	6	6	6	6	6	5	10	10	10	9
Idewild Path	Rutic Way	Southburin Drive	660	22.0				14.520	1.613	None	1972	8	6	5	5	5	5	6	6	6	6	6	5	6	5	10
Ivins View Road	Howards Road Road	Dead End								None	1972	PRIVATE														
Ivy Lane	Ferncroft Drive	Rutic Way	700	20.5				14.420	1.602	None	1972	6	6	5	4	4	4	10	10	10	10	8	7	7	7	7
Kathleen Court	Woodside Road	Cul-de-sac	300	22.0	58.5			9.286	1.032	None	1977	6	6	6	6	6	6	6	6	7	6	6	10	10	9	9
Kelsey Drive	Smithtown Road	Dead End	360	24.0	50			10.603	1.178	Sur	2000	9	9	9	9	9	9	9	9	9	9	9	8	8	7	7
Kensington Gate	Knightsbridge Road	Dead End								None	1981	PRIVATE														
Knightsbridge Road	Manor Road	Manor Road	1.670	27.0				51.795	5.755	0-612	1981	8	8	8	8	8	8	8	8	10	10	10	9	8	8	7
Kyleette Avenue	Excelsior city limits	Dead End								None	1971	MAINTAINED BY EXCELSIOR														
Lagoon Drive	Excelsior Lane	Dead End								None	1973	PRIVATE														
Lake Linden Court	Yellowstone Trail	Cul-de-sac	672	24.0	100			23.978	2.654	Sur	2003	10	10	10	10	9	9	9	9	9	9	9	9	8	8	8
Lake Linden Drive	Yellowstone Trail	State Highway #7	1.550	26.0				40.300	4.478	None	1959	8	8	7	7	7	7	7	8	7	6	5	5	10	10	9
Lake Virginia Drive	Smithtown Road	Dead End	1.570	21.0				32.970	3.663	None	1972	5	5	5	5	5	4	4	10	10	10	10	8	8	7	7
Lakeway Terrace	Minnetonka Boulevard	Cul-de-sac	1.200	22.5	60			23.925	3.314	None	1972	6	6	6	6	5	5	10	10	8	7	7	7	7	7	7
Lawsonia Drive	Timber Lane	Cul-de-sac	1.200	24.0	76			17.734	1.970	Sur	1952	8	7	7	7	7	7	7	7	7	7	7	7	7	7	7
Lee Circle	Birch Bluff Road	Cul-de-sac	240	22.0				5.304	589	None	1970	8	8	8	8	8	8	8	8	7	7	7	7	7	7	7
Lilac Lane	Mill Street	Dead End	1.070	22.8				24.396	2.711	Sur 1/2 N	1972	7	6	5	5	5	5	7	6	5	5	7	7	7	6	5
Linwood Road	Minnetonka Boulevard	Dphn city limits	217	20.0				4.340	482	None	1972	MAINTAINED BY DEEPHAVEN														
Maillard Lane	Wedgewood Drive	Cul-de-sac	430	29.5	97			20.771	2.230	Bt	1974	8	10	10	10	10	10	10	10	9	9	9	9	9	8	8
Manitou Lane	Glen Road	Dead End	360	21.0				7.740	860	None	1970	3	3	3	3	3	3	3	3	3	3	3	3	3	3	10
Manor Lane	Excelsior Road	Dead End	660	21.0				13.860	1.540	None	1972	6	4	4	4	4	4	4	4	4	4	4	10	10	10	10
Manor Road	Excelsior Boulevard	St. Albans Bay Road	450	20.0				15.638	2.182	None	1972	6	10	9	9	9	9	8	8	8	7	7	7	7	7	7
Manor Road	St. Albans Bay Road	East city limits (Dphn)	3.550	20.0				75.555	8.356	None	1972	6	10	9	9	8	8	8	8	8	7	7	7	7	6	6
Maple Avenue	Shadyberry Lane	Dead End	400	14.0				5.600	1.822	None	1972	AGGREGATE ROADWAY														
Maple Leaf Circle	Shorewood Oaks Drive	Cul-de-sac	300	26.0	86			13.606	1.512	Sur	1985	8	8	8	8	8	8	8	8	7	7	7	7	7	7	7
Maple Ridge Lane	Lake Virginia Drive	Cul-de-sac	250	20.0	63.6			8.375	931	None	1972	8	8	7	7	7	7	7	7	8	8	8	8	8	7	7
Maple Street	Lake Linden Dr	End East	450	22.0				9.900	1.100	None	1972	5	4	4	4	4	4	4	4	4	4	4	4	4	4	4
Maple View Court	Excelsior Road	Cul-de-sac	560	22.0	100			14.580	1.613	Sur	1957	10	10	10	10	10	9	9	9	9	9	9	8	8	8	8
Marsh Point Drive	Smithtown Rd (E Ent)	Smithtown Rd (W Ent)	2.540	28.0				71.372	2.192	Sur	1956	9	9	8	8	8	8	8	8	8	8	8	8	7	7	7
Marsh Point Drive	Marsh Point Drive	End Cul-de-sac (n)	291	28.0	100	20		8.148	903	Sur	1955	9	9	8	8	8	8	8	8	8	8	8	7	7	7	7
Marsh Point Court	Marsh Point Drive	End Cul-de-sac (n)	496	28.0	100	20		13.886	1.543	Sur	1956	9	9	8	8	8	8	8	8	8	8	8	7	7	7	7
May Lake Trail	County Club Road	Cul-de-sac	999	32.0	100			31.968	3.552	Sur	1959	9	9	9	9	9	9	9	9	8	8	8	8	8	8	8

Pavement Rating and Record of Action																									
Date of Last Revision		7/22/2022																							
Street Name	from	to	Length (1) FT	Width FT	Dia. Cn.	Rad Island	Area SF	Area SY	Exist. Curb	Date Install	2005 Rating	2006 Rating	2008 Rating	2009 Rating	2010 Rating	2011 Rating	2012 Rating	2014 Rating	2015 Rating	2016 Rating	2018 Rating	2019 Rating	2020 Rating	2021 Rating	
Myrtown Road	Chaska Road	Gargen Lake Road	560	22.5			14,915	1,587	None	1972	8	7	8	5	5	5	7	7	10	10	8	8	8	8	7
McKinley Circle	McKinley Court	Cul-de-sac	260	23.0	75		10,336	1,155	Sur	1967	8	7	6	6	6	6	6	10	10	10	8	7	7	7	7
McKinley Court	Vine Hill Road	Cul-de-sac	690	23.0	75		24,886	2,765	Sur	1967	8	7	6	6	6	7	7	7	7	10	10	8	8	7	7
McKinley Place (North)	Near Mountain Boulevard	Cul-de-sac	560	23.0	75		17,296	1,922	Sur	1988	8	7	6	6	7	7	7	7	7	7	10	8	7	7	8
McKinley Place (South)	Near Mountain Boulevard	Cul-de-sac	500	23.0	75		18,216	2,024	Sur	1988	8	7	7	7	7	7	7	7	7	7	10	8	8	7	7
McLain Road	Minnetonka Drive	Cul-de-sac	400	20.0	62		11,018	1,224	None	1970	8	6	7	6	5	4	4	10	9	9	8	8	8	7	8
Meadowview Road	Vaigay Lane	Wild Rose Lane	560	21.5			14,190	1,577	None	1972	8	4	3	3	10	10	5	10	10	3	10	9	8	7	8
Merry Lane	Railroad Street	Cul-de-sac	770	20.0	95		22,947	2,490	None	1972	8	8	8	9	9	8	9	8	8	8	8	8	8	7	8
Mill Street	Excessor city limits	Chanhassen city limits							None	1972	COUNTY RD														
Minnetonka Blvd.	St. Alban's Bay Road	Dphn city limits	2,990	28.0			63,682	9,208	None	1972	8	8	7	7	7	7	8	8	7	9	8	8	8	7	7
Minnetonka Drive	County Road 19	Yellowstone Trail	2,050	22.0			45,100	5,011	None	1970	8	10	9	8	9	7	7	7	7	7	7	7	7	7	7
Murfield Circle	Old Market Road	Old Market Road	2,080	23.0			47,840	5,515	Sur	1986	8	8	7	7	6	8	8	7	7	7	7	7	7	7	7
Murray Court	Murray Street	Old Market Road	1,150	23.5	101		18,983	2,065	Bit	1953	8	8	7	6	8	8	8	7	7	7	7	7	7	6	5
Murray Street	Calvin Lake Road	County Road 19	1,780	23.0			37,055	4,117	Bit	1972	7	8	7	7	7	7	7	7	7	7	7	7	7	6	6
Murry Hill Road	Chanhassen City Limit	Chaska Road	520	24.0			12,480	1,387	None	1970	5	7	5	5	5	5	7	7	10	10	8	8	8	8	8
Near Mountain Boulevard	Vine Hill Road	South city limits (Chan)	2,255	30.0			67,650	7,517	Sur	1989	8	8	7	7	7	7	7	6	7	7	7	6	6	6	10
Nelaine Drive	Eureka Road	Cul-de-sac	460	20.2	73.5		13,533	1,504	None	1971	4	3	3	3	7	10	10	10	9	8	8	8	8	8	7
Nellick Alcouve	Club Valley Road	Cul-de-sac	451	24.0			16,903	1,878	Sur	2015											10	10	8	10	9
Noble Road	Clark Road	570 West	570	24.0			15,080	1,787	Bit	1993	8	7	7	7	7	7	6								
Noble Road	670 West	Edgewood Road	2,530	21.0	70		56,577	6,301	Sur	1956	7	8	7	7	7	7	7	7	9	8	9	7	7	7	7
Oak Leaf Trail	Shorewood Oaks Drive	Shorewood Oaks Drive	1,500	26.0	96		46,235	5,137	Sur	1985	8	8	7	7	7	7	7	7	7	6	6	6	6	6	6
Oak Ridge Circle	Grant Lorenz Road	Cul-de-sac	420	26.3	78.8		15,920	1,769	None	1971	6	6	6	6	6	6	5	7	6	6	10	10	10	9	9
Oakview Court	Chaska Road	Cul-de-sac	188	24.0	80		5,536	1,060	Sur	2003	10	10	9	9	9	9	9	9	9	9	7	8	7	7	
Old Market Road	State Highway #7	Covington Road	2,400	31.5			75,600	8,400	None	1991	7	7	7	7	6	7	7	6	6	7	6	6	6	6	10
Orchard Circle	Eureka Road	Cul-de-sac	150	24.5	97.5		11,137	1,237	Bit	1978	6	9	9	9	9	8	6	5	5	7	7	7	7	7	7
Park Lane	Eureka Road	East Road (w)	901	32.0			28,932	3,204	Sur	2000	9	9	9	9	9	9	8	8	8	8	7	7	7	7	7
Park Lane	Greenwood Road	Pearson Avenue	220	11.0	21.7		2,242	242	None	1972	8	8	7	7	7	7	7	7	7	7	7	7	7	7	7
Parkview Lane	Suburban Drive	Cul-de-sac	417	28.0	50		11,675	1,297	Sur	2005	10	10	10	10	10	10	10	9	9	9	9	9	9	8	8
Peach Circle	Strawberry Lane	Cul-de-sac	440	25.0	40		12,296	1,362	Bit	1989	8	7	6	6	6	6	5	7	6	6	5	4	4	4	4
Pine Bend	Howards Point Road	Howards Point Road	990	22.5			22,275	2,475	Sur	1972	8	8	8	8	8	8	7	7	7	7	7	6	6	6	6
Pleasant Avenue	Yellowstone Trail	State Highway #7	580	21.0			12,180	1,333	None	1970	8	7	6	6	6	6	10	9	8	7	7	7	7	7	7
Pond View Drive	Park Lane (E. End)	Park Lane (W. End)							None	2000	PRIVATE														
Precher Circle	Chaska Road	Chaska Road	1,116	20.0			26,832	2,981	Sur	2019															
Radisson Entrance	Radisson Inn Road	Cul-de-sac	516	20.5	91.5		15,952	2,140	None	1972	8	7	6	5	5	5	6	10	10	10	10	8	8	8	8
Radisson Inn Circle	Covington Road	Radisson Entrance	1,780	21.0			37,390	4,193	None	1972	8	7	7	6	6	6	6	6	6	6	5	5	5	5	10
Radisson Road	Old Market Rd	Covington Road	1,330	29.5			39,825	4,425	B-618	1972	8	7	7	7	6	8	7	7	7	7	7	7	7	7	10
Radisson Road	Covington Road	Christina Lake Road	2,410	14.0			33,740	3,745	None	1972	7	7	7	7	6	8	7	7	6	7	7	7	6	6	10
Rampart Court	Wood Drive	Cul-de-sac	100	20.5	78		7,276	808	Bit	1990	7	5	5	5	4	4	4	7	7	7	7	7	7	7	7
Regents Walk	Knightsbridge Road (E. End)	Knightsbridge Road (W. End)							None	1970	PRIVATE														
Ridge Point Circle	County Club Road	Cul-de-sac							Bit	1967	PRIVATE														
Ridge Road	Covington Road	Dead End							None	1972	PRIVATE														
Riviera Lane	Yellowstone Trail	Cul-de-sac	900	20.0	72		22,069	2,452	None	1978	5	4	7	6	5	4	4	7	7	6	6	10	10	10	10
Rustic Way	Forest Drive	Suburban Drive	1,180	23.5			27,730	3,081	None	1972	5	5	5	5	5	10	10	10	10	9	8	7	7	7	7
Rustic Way	Sunset La	Suburban Drive	190	23.5			4,465	496	None	1972	5	5	5	5	5	10	10	10	9	8	7	7	7	6	6
Sams Way	Sams Way	Sams Way	1,368						None	1972	PAPER STREET														
Sawana Drive	Yellowstone Trail	Grann Lane	1,893	19.0			24,200	2,903	None	1972	4	4	4	4	5	5	10	7	6	4	4	4	4	4	10
Shady Hills Alley	Shady Hills Road	Burns Boulevard	1,850	16.5			30,525	3,392	None	1972	5	5	5	5	5	7	6	5	5	5	7	7	7	7	7
Shady Hills Circle	Shady Hills Road	Shady Hills Road	1,555	24.5			38,098	4,233	None	1972	4	6	6	6	7	7	6	5	5	10	9	9	9	9	9
Shady Hills Road	Vine Hill Road	Shady Hills Alley	1,530	24.0			31,920	3,547	Bit	1972	6	5	5	5	6	7	6	5	5	10	9	7	7	7	7
Shady Island Circle	Shady Island Road	Shady Island Road	1,020	20.0			4,320	2,267	Bit	1973	7	7	6	6	6	6	5	5	5	5	5	5	5	10	10
Shady Island Point	Shady Island Circle	Dead End	360	12.0			4,400	480	None	1973	5	5	5	5	7	7	6	5	5	5	5	5	5	5	10
Shady Island Road	Shady Island Bridge	Dead End (off Overland)	1,500	21.0			31,600	3,503	None	1973	6	6	6	6	6	6	6	5	5	5	5	5	5	5	10
Shady Island Trail	Shady Island Circle	Dead End	300	11.0			3,300	357	None	1973	7	7	7	7	6	6	6	6	6	6	5	5	5	5	10
Shady Lane	Shady Hills Road	Cul-de-sac	215	24.5	69.2		9,027	1,003	None	1972	6	6	6	6	6	6	5	10	9	8	7	7	7	7	7
Shore Road	Radisson Inn Road	Dead End	625	19.5			12,189	1,354	None	1972			7	6	6	6	6	6	10	9	8	8	8	8	8
Shorewood Lane	Smithtown Road	Smithtown Road	840	30.0			25,200	2,800	Bit	2018	4	4	6	5	5	4	4	7	7	5	4	10	10	10	10
Shorewood Oaks Drive	Strawberry Lane	State Highway #7	2,240	26.0			58,240	6,471	Sur	1985	8	8	8	8	8	8	8	8	7	7	7	7	7	7	7
Sierra Circle	Sierra Circle	Sierra Circle	580	27.5	72		7,819	876	Sur	1980	8	7	6	6	6	6	6	8	8	7	7	7	7	7	7
Silver Lake Trail	Sweetwater Curve	Near Mountain Boulevard	1,155	28.5			34,058	3,784	Sur	1989	7	6	6	6	7	7	6	6	6	7	7	6	6	6	8
Smithtown Circle	Smithtown Road	Cul-de-sac	150	24.0	99.3		10,860	1,207	Bit	1979	8	7	5	5	5	4	4	3	7	6	6	6	6	6	6
Smithtown Circle	Smithtown Road	Smithtown Road	600	15.0			9,000	1,000	Bit	1972	5	4	3	3	10	10	10	9	8	8	8	8	7	7	7
Smithtown Road	C.R. No. 19	LRT Trail	4,090	30.0			122,700	13,533	None	2005	10	9	8	8	8	8	8	8	8	8	8	8	7	7	7
Smithtown Road	LRT	Grant Lorenz Road	1,420	30.0			42,600	4,733	None	2008	10	9	8	8	8	8	8	8	8	8	8	8	7	7	7
Smithtown Road	Grant Lorenz Road	Howards Point Road	3,580	30.0			118,800	13,187	None	2005	10	9	8	8	8	8	8	8	8	8	8	8	7	7	7
Smithtown Road	Howards Point Road	Bozler Bridge Cr	1,520	30.0			37,600	4,400	Bit	2005	10	9	8	8	8	8	8	8	8	8	8	8	7	7	7
Smithtown Road	Bozler Bridge Dr w	South city limits (Vict)	1,250	30.0			37,500	4,157	None	2005	10	9	8	8	8	8	8	8	8	8	8	8	7	7	7

[illegible]

[illegible]

PAVEMENT RATINGS SORTED BY 2021 RATING

Pavement Rating and Record of Action																				
Date of Last Revision		7/22/2022																		
Street Name	from	to	Length (1) FT	Exist. Curb	Date Install	2005 Rating	2006 Rating	2008 Rating	2009 Rating	2010 Rating	2011 Rating	2012 Rating	2014 Rating	2015 Rating	2016 Rating	2018 Rating	2019 Rating	2020 Rating	2021 Rating	
Christmas Lane E	Christmas Lake Road	Dead End E	300	None	1970	8	7	6	6	6	7	7	7	7	7	7	6	3	3	
Maple Street	Lake Linden Dr	End East	450	None	1972	5	4	6	5	4	4	4	4	4	4	4	4	4	4	
Peach Circle	Strawberry Lane	Cul-de-sac	440	Bit	1989	8	7	6	6	6	6	5	7	6	6	5	4	4	4	
Boulder Circle	Boulder Bridge Drive	Cul-de-sac	1,050	None	1983	4	4	4	7	6	5	5	7	7	7	7	6	5	5	
Christmas Lake Road	3rd Avenue	Christmas Lane	2,790	None	1970	8	7	6	6	6	6	7	6	6	7	7	6	6	5	
Church Road	West 62nd Street	Cul-de-sac	610	B-612	1971	8	8	7	7	7	7	7	7	7	6	6	6	6	5	
Division Street	Excelsior city limits	Dead End	325	None	1972	7	7	7	7	7	7	6	6	6	6	5	5	5	5	
Eureka Road (North)	Smithtown Road	Birch Bluff Road	2,750	None	1970	8	7	6	7	6	5	5	7	6	6	6	5	5	5	
Galpin Lake Road	Slate Highway #7	Mayflower Rd/So city limits	2,230	None	1972	5	7	7	6	6	6	7	6	6	7	6	5	5	5	
Lilac Lane	Mill Street	Dead End	1,070	Sur 1/2 N	1972	7	6	5	5	5	7	6	5	5	7	7	7	6	5	
Strawberry Court	Strawberry Lane	Cul-de-sac	700	Sur	1991	8	6	7	7	7	6	7	7	7	6	5	5	5	5	
Strawberry Lane	Smithtown Road	West 62nd Street	2,650	None	1995	8	7	6	5	5	5	5	7	7	7	5	5	5	5	
3rd Avenue	Christmas Lake Road	Excelsior city limits	400	None	1970	7	7	7	7	7	7	7	7	7	7	7	6	6	6	
Afton Road	Smithtown Road	Cathcart Drive	990	Bit	1970	4	4	4	4	4	10	10	9	8	8	7	7	6	6	
Baywater Road	Minnetonka Boulevard	Dead End	1,050	Sur	1982	7	7	6	6	6	7	7	7	6	7	7	6	6	6	
Beverly Drive	Cathcart Drive	Cul-de-sac	1,180	Bit	1972	6	5	5	5	10	9	8	7	7	7	6	6	6	6	
Brentridge Drive	Howards Point Road (S)	Howards Point Road (N)	2,107	D-412	1987	8	7	7	7	7	7	7	7	7	7	6	6	6	6	
Christmas Lane W	Christmas Lake Road	Dead End W	300	None	1970	8	7	6	6	6	7	7	6	6	7	7	6	6	6	
Manor Road	St. Albans Bay Road	East city limits (Dphn)	3,650	None	1972	6	10	9	9	8	8	8	7	6	7	7	7	6	6	
Murray Court	Murray Street	Cul-de-sac	450	Bit	1993	8	8	8	7	7	8	8	7	7	8	7	7	6	6	
Murray Street	Galpin Lake Road	Dead End	1,790	Bit	1972	7	8	7	6	6	7	7	7	7	7	6	6	6	6	
Noble Road	Grant Lorenz Road	670' West	670	Bit	1993	8	7	7	7	7	7	6	7	7	7	7	6	6	6	
Oak Leaf Trail	Shorewood Oaks Drive	Shorewood Oaks Drive	1,500	Sur	1985	8	8	7	7	7	7	7	7	7	6	6	6	6	6	
Pine Bend	Howards Point Road	Howards Point Road	990		1972	8	8	8	8	8	8	7	7	7	7	6	6	6	6	
Rustic Way	Sunset La	Suburban Drive	190	None	1972	5	5	5	5	5	10	10	10	9	8	7	7	6	6	
Silver Lake Trail	Sweetwater Curve	Near Mountain Boulevard	1,195	Sur	1989	7	6	6	6	7	7	6	6	7	7	7	6	6	6	
Smithtown Circle	Smithtown Road	Cul-de-sac	130	Bit	1979	8	7	5	5	4	4	3	7	7	6	6	6	6	6	
West Lane	Rustic Way	Garden Road	790	None	1970	6	4	4	4	4	7	5	4	4	7	7	7	6	6	
Wild Rose Lane	Grant Lorenz Road	Meadowview Ln	2,310	None	1970	4	4	4	7	5	5	5	7	7	6	7	6	6	6	
Woodend Place	St Albans Bay Road	Forest Drive	340	None	1972	8	7	6	6	6	7	7	7	7	7	7	7	6	6	
Anthony Terrace	Vine Street	Cul-de-sac	260	None	1972	6	6	6	6	6	7	7	6	6	6	7	7	6	7	
Blue Ridge Lane	Lake Virginia Drive	Lake Virginia Drive	900	None	1972	6	4	10	9	9	9	8	8	7	7	7	7	7	7	
Boulder Bridge Drive	Smithtown Road	Smithtown Road	3,030	Sur	1978	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
Boulder Bridge Lane	Boulder Bridge Drive	Boulder Bridge Lane	300	Sur	1983	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
Boulder Bridge Lane	Boulder Bridge Lane	North Cul-de-sac	400	Sur	1983	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
Boulder Bridge Lane	Boulder Bridge Drive	Cul-de-sacs (2)	720	Sur	1983	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
Bracketts Road	Apple Road	Cul-de-sac	960	Cul-Sur	1987	7	7	7	7	6	7	7	7	7	7	7	7	7	7	
Broms Boulevard	Old Market Road	Vine Hill Road South	3,170	B-612	1996	7	7	7	7	6	7	7	7	7	7	7	6	6	7	
Brynmawr Place	Howards Point Road	Cul-de-sac	1,020	Sur	1993	8	8	8	8	8	7	7	7	7	7	7	7	7	7	
Burlwood Court	Shorewood Oaks Road	Cul-de-sac	555	Sur	1996	8	8	8	8	8	8	8	8	7	7	7	7	7	7	
C.R. 19 Frontage Rd (w)	Country Road 19	End (S) Flooring Store	200	B-612	2005	10	9	9	9	9	8	8	8	8	8	8	8	7	7	
Caled Lane	Smithtown Road	Beverly Drive	780	Bit	1972	5	5	5	5	10	9	8	7	7	7	7	7	7	7	
Cathcart Drive	Smithtown Road	LRT	2,610	None	1972	4	4	10	9	9	9	8	8	8	7	7	7	7	7	
Chartwell Hill	Old Market Road	Cul-de-sac	810	Sur	1984	8	7	7	7	7	7	7	7	7	7	7	7	7	7	
Chestnut Court	Near Mountain Boulevard	Cul-de-sac	290	Sur	1996	8	7	6	6	7	7	7	7	7	7	7	7	7	7	
Christopher Road	Smithtown Road	Cul-de-sac	610	Bit	1989	5	5	5	7	6	10	10	7	7	7	7	7	7	7	
Clover Lane	Minnetonka Drive	Cul-de-sac	290	None	1970	8	6	7	6	5	5	10	9	8	8	7	7	7	7	
Club Lane	Smithtown Road	Dead End	620		1972	4	4	4	7	6	5	10	9	7	7	7	7	7	7	
Club Valley Road	Yellowstone Trail	Wood Drive	650	None	1965	8	7	7	6	5	4	7	10	10	10	8	8	7	7	
Covington Court	Vine Hill Road	Cul-de-sac	130	Sur	1985	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
Deer Ridge	Koehnert Circle	Cul-de-sac	319	Sur	1993	9	9	9	8	8	8	8	8	8	7	7	7	7	7	
Elbert Point	McKinley Place	Cul-de-sac	360	Sur	1988	8	7	6	6	7	7	6	10	10	10	9	9	8	7	

Pavement Rating and Record of Action																				
Date of Last Revision			7/22/2022																	
Street Name	from	to	Length (1) FT	Exist. Curb	Date Install	2005 Rating	2006 Rating	2008 Rating	2009 Rating	2010 Rating	2011 Rating	2012 Rating	2014 Rating	2015 Rating	2016 Rating	2018 Rating	2019 Rating	2020 Rating	2021 Rating	
Elder Turn	Minnetonka Drive	Cul-de-sac	290	None	1970	8	7	6	6	5	4	10	9	9	8	7	7	7	7	
Eureka Road (South)	Smithtown Road	State Highway #7	3,250	None	1972	7	6	6	6	10	10	10	9	8	8	7	7	7	7	
Excelsior Boulevard	St. Albans Bay Road	Manor Road	1,553	None	1972	6	6	6	6	6	7	7	7	5	7	7	7	7	7	
Femcroft Drive	Minnetonka Boulevard	Forest Drive	1,230	None	1987	5	5	5	5	10	10	10	9	8	8	7	7	7	7	
Forest Drive	Minnetonka Boulevard	Dead End	1,000	None	1972	5	5	5	5	10	10	10	8	7	7	7	7	7	7	
Gillette Curve	Minnetonka Drive	Cul-de-sac	640	None	1970	6	5	7	5	5	5	4	4	4	10	8	8	8	7	
Glencoe Road	North city limits (Exc)	Dead End	1,200	None	1972	5	7	7	7	6	6	7	7	7	7	7	7	7	7	
Grant Street	Excelsior city limits	Dead End	400	None	1966	7	7	7	7	7	8	7	7	7	7	7	7	7	7	
Hillendale Road	Mill Street	Dead End	930	None	1972	8	7	7	7	7	7	7	7	6	7	7	7	7	7	
Ivy Lane	Femcroft Drive	Rustic Way	700	None	1972	6	6	5	4	4	10	10	10	8	7	7	7	7	7	
Kelsey Drive	Smithtown Road	Cul-de-sac	360	Sur	2000	9	9	9	9	9	9	9	9	9	9	8	8	7	7	
Knightsbridge Road	Manor Road	Manor Road	1,870	B-612	1891	4	7	8	6	6	6	10	10	9	8	8	8	8	7	
Lake Virginia Drive	Smithtown Road	Dead End	1,570	None	1972	5	5	5	5	5	4	4	10	10	10	8	8	7	7	
Lakeway Terrace	Minnetonka Boulevard	Cul-de-sac	1,200	None	1972	6	6	5	5	5	5	10	10	8	7	7	7	7	7	
Lawtonka Drive	Timber Lane	Cul-de-sac	550	Sur	1992	8	7	7	7	7	7	7	7	7	7	7	7	7	7	
Lee Circle	Birch Bluff Road	Cul-de-sac	240	None	1970	8	8	8	8	8	8	7	7	7	7	7	7	7	7	
Manor Road	Excelsior Boulevard	St. Albans Bay Road	950	None	1972	6	10	9	9	8	8	8	7	6	7	7	7	7	7	
Maple Leaf Circle	Shorewood Oaks Drive	Cul-de-sac	300	Sur	1985	8	8	8	8	8	8	8	7	7	7	7	7	7	7	
Maple Ridge Lane	Lake Virginia Drive	Cul-de-sac	260	None	1972	8	8	7	7	7	7	7	8	8	8	8	8	7	7	
Marsh Point Drive	Smithtown Rd. (E. Ent)	Smithtown Rd. (W. Ent)	2,549	Sur	1995	9	8	8	8	8	8	8	8	8	8	7	7	7	7	
Marsh Pointe Circle	Marsh Point Drive	End Cul-de-sac (n)	291	Sur	1995	9	9	8	8	8	8	8	8	8	8	7	7	7	7	
Marsh Pointe Court	Marsh Point Drive	End Cul-de-sac (n)	496	Sur	1995	9	9	8	8	8	8	8	8	8	8	7	7	7	7	
McKinley Circle	McKinley Court	Cul-de-sac	260	Sur	1987	8	7	6	6	6	6	6	10	10	10	8	7	7	7	
McKinley Court	Vine Hill Road	Cul-de-sac	890	Sur	1987	8	7	6	6	7	7	7	7	10	10	8	8	7	7	
McKinley Place (South)	Near Mountain Boulevard	Cul-de-sac	600	Sur	1988	8	7	7	7	7	7	7	7	7	10	8	8	7	7	
Merry Lane	Radisson Road	Cul-de-sac	770	None	1972	8	8	8	8	8	8	8	8	8	8	8	7	7	7	
Minnetonka Blvd.	St. Alban's Bay Road	Dphn city limits	2,990	None	1972	8	8	7	7	7	8	8	7	9	8	8	7	7	7	
Minnetonka Drive	County Road 19	Yellowstone Trail	2,050	None	1970	8	10	9	8	8	7	7	7	7	8	7	7	7	7	
Muirfield Circle	Old Market Road	Old Market Road	2,080	Sur	1986	8	8	7	7	8	8	7	7	8	7	7	7	7	7	
Nelsaine Drive	Eureka Road	Cul-de-sac	460	None	1971	4	3	3	7	10	10	10	10	9	8	8	8	8	7	
Noble Road	670' West	Edgewood Road	2,530	Sur	1995	9	8	7	7	7	7	7	7	8	8	8	7	7	7	
Oakview Court	Chaska Road	Cul-de-sac	188	Sur	2003	10	10	9	9	9	9	9	9	9	9	9	8	7	7	
Orchard Circle	Eureka Road	Cul-de-sac	150	Bit	1978	6	6	6	7	6	5	5	7	7	7	7	7	7	7	
Park Lane	Eureka Road	End Road (w)	901	Sur	2000	9	9	9	9	9	9	8	8	8	7	7	7	7	7	
Pleasant Avenue	Yellowstone Trail	State Highway #7	580	None	1970	8	7	6	6	6	6	10	9	8	7	7	7	7	7	
Rampart Court	Wood Drive	Cul-de-sac	100	Bit	1990	6	5	5	5	4	4	7	7	7	7	7	7	7	7	
Rustic Way	Forest Drive	Suburban Drive	1,180	None	1972	5	5	5	5	5	10	10	10	9	8	7	7	7	7	
Shady Hills Alley	Shady Hills Road	Broms Boulevard	1,850	None	1972	5	5	5	5	7	6	5	5	7	7	7	7	7	7	
Shady Hills Road	Vine Hill Road	Shady Hills Alley	1,330	Bit	1972	6	5	5	5	7	6	5	10	9	9	7	7	7	7	
Shady Lane	Shady Hills Road	Cul-de-sac	215	None	1972	6	6	6	6	6	6	5	10	9	8	7	7	7	7	
Shorewood Oaks Drive	Strawberry Lane	State Highway #7	2,240	Sur	1985	8	8	8	8	8	8	8	7	7	7	7	7	7	7	
Sierra Circle	Silver Lake Trail	Cul-de-sac	500	Sur	1989	8	7	7	7	7	7	6	6	7	7	7	7	7	7	
Smithtown Lane	Smithtown Road	Cul-de-sac	600	Bit	1972	5	4	3	10	10	10	10	9	8	8	8	8	7	7	
Smithtown Road	CR No. 19	LRT Trail	4,090	None	2005	10	9	8	8	8	8	8	8	8	8	8	8	7	7	
Smithtown Road	LRT	Grant Lorenz Road	1,420	None	2005	10	9	8	8	8	8	8	8	8	8	8	8	7	7	
Smithtown Road	Grant Lorenz Road	Howards Point Road	3,950	None	2005	10	9	8	8	8	8	8	8	8	8	8	7	7	7	
Smithtown Road	Howards Point Road	Boulder Bridge Dr w	1,920	Bit	2005	10	9	8	8	8	8	8	8	8	8	8	8	7	7	
Smithtown Road	Boulder Bridge Dr w	South city limits (Vict)	1,250	None	2005	10	9	8	8	8	8	8	8	8	8	8	7	7	7	
Smithtown Way	Smithtown Rd	Cul-de-sac (s)	897	Sur	1995	10	9	8	8	8	8	8	8	8	8	8	8	8	7	
Spruce Hill Court	Yellowstone Trail	Cul-de-sac	670	B-612	1992	8	7	6	6	6	6	6	6	6	6	7	7	7	7	
St. Albans Bay Road	Excelsior Boulevard	St. Albans Bay Cir	1,730	None	1972	6	10	9	8	7	7	7	7	7	7	7	7	7	7	
St. Albans Bay Road	Manor Road	Minnetonka Blvd	1,870	None	1972	6	6	6	6	6	7	7	7	7	7	7	7	7	7	
Suburban Drive	Rustic Way	St. Albans Bay Road	2,600	None	1972	7	10	9	9	9	9	9	9	9	7	7	7	7	7	

Pavement Rating and Record of Action																				
Date of Last Revision			7/22/2022																	
Street Name	from	to	Length (1) FT	Exist. Curb	Date Install	2005 Rating	2006 Rating	2008 Rating	2009 Rating	2010 Rating	2011 Rating	2012 Rating	2014 Rating	2015 Rating	2016 Rating	2018 Rating	2019 Rating	2020 Rating	2021 Rating	
Sweetwater Circle	Sweetwater Curve	Cul-de-sac	460	Sur	1986	7	7	6	6	7	7	7	7	7	7	7	7	7	7	
Sylvan Lane	Wild Rose Lane	Cul-de-sac	260	None	1970	6	6	6	6	6	6	6	7	7	7	7	7	7	7	
Tee Trail	Yellowstone Trail	Wood Drive	360	None	1972	6	5	5	5	5	5	10	9	8	7	7	7	7	7	
Timber Lane	Smiltown Road	Cul-de-sac	1,730	None	1992	5	5	6	5	5	5	6	10	10	9	8	7	7	7	
Vine Hill Road	State Highway #7	South city limits (Chan)	7,300	None	1985	6	5	3	3	7	10	10	9	9	8	8	7	7	7	
Vine Ridge Road	Covington Road	Covington Road	2,150	Sur	1972	7	7	7	7	7	7	7	7	7	7	7	7	7	7	
Vine Street	Manor Road	East city limits (Dphn)	800	None	1984	8	7	7	7	7	7	7	7	7	7	7	7	7	7	
Waterford Circle	Waterford Place	Cul-de-sac	360	Sur	1984	8	7	7	7	7	7	7	7	7	7	7	7	7	7	
Waterford Court	Old Market Road	Waterford Ct. (Loop)	1,918	Sur	1984	8	8	7	7	7	7	7	7	7	7	7	7	7	7	
Waterford Place	Old Market Road	Vine Hill Road	2,490	Sur	1984	8	8	7	7	7	7	7	7	7	7	7	7	7	7	
Whitney Circle	Near Mountain Boulevard	Cul-de-sac	290	Sur	1988	8	8	7	7	7	7	7	6	6	7	7	7	7	7	
Wood Drive	State Highway #7	Cul-de-sac	1,440	None	1990	7	6	7	8	5	5	10	10	9	9	7	7	7	7	
Wood Duck Circle	Smiltown Road	Cul-de-sac	900	None	1980	4	7	5	4	4	4	10	10	9	8	7	7	7	7	
Yellowstone Trail	Seamans Dr	Academy Avenue	6,700	None	1970	6	5	7	6	10	10	10	9	9	9	8	8	7	7	
Apple Road	Mill Street	South city limits (Chan)	1,730	None	1972	7	7	10	9	9	9	9	9	9	9	8	8	8	8	
Arbor Creek Lane	Grant Lorenz Road	Cul-de-sac W	440	Sur	2005	10	10	10	10	10	10	10	9	9	9	9	8	8	8	
Charleston Circle	Yellowstone Trail	Cul-de-sac	580	Sur	1986	6	7	7	6	6	5	7	10	10	10	9	9	8	8	
Chaska Road	Mayflower	TH 7	1,100	None	1972	6	8	6	5	5	5	7	6	10	10	9	9	8	8	
Chaska Road	TH 41	Mayflower	1,000	None	1972	6	8	6	5	5	5	7	6	10	10	9	9	7	8	
Country Club Road	Smiltown Road	Yellowstone Trail	2,330	None	1972	8	8	7	6	6	6	7	7	5	5	5	8	8	8	
Elmridge Circle	Edgewood Road	Cul-de-sac	230	None	1973	4	10	9	9	9	9	9	9	8	8	8	8	8	8	
Fairway Drive	Smiltown Road	End Cul-de-sac (n)	731	Sur	2003	10	10	9	9	8	8	8	8	8	8	8	8	8	8	
Fatma Place	Minnetonka Boulevard	Dead End	500	None	1972	6	5	5	4	4	10	10	10	9	8	8	8	8	8	
Harding Avenue	Wedgewood Drive	Harding Lane	285	Bit	1985	6	5	4	10	10	10	10	10	10	10	9	8	8	8	
Harding Lane	Harding Avenue	Cul-de-sac (South)	130	Bit	1985	4	3	2	10	10	10	10	10	10	10	9	8	8	8	
Harding Lane	Harding Avenue	Cul-de-sac (North)	570	Bit	1988	4	3	2	10	10	10	10	10	10	10	9	8	8	8	
Kathleen Court	Woodside Road	Cul-de-sac	300	None	1977	6	6	6	6	6	6	6	7	6	6	10	10	9	8	
Lake Linden Court	Yellowstone Trail	Cul-de-sac	672	Sur	2003	10	10	10	9	9	9	9	9	9	9	8	8	8	8	
Mallard Lane	Wedgewood Drive	Cul-de-sac	430	Bit	1974	8	10	10	10	10	10	10	9	9	9	9	9	8	8	
Maple View Court	Eureka Road	Cul-de-sac	660	Sur	1997	10	10	10	9	9	9	9	9	9	8	8	8	8	8	
Mary Lake Trail	Country Club Road	Cul-de-sac	999	Sur	1999	9	9	9	9	9	9	9	8	8	8	8	8	8	8	
Mayflower Road	Chaska Road	Galpin Lake Road	660	None	1972	8	7	6	5	5	5	7	7	10	10	9	8	8	8	
McKinley Place (North)	Near Mountain Boulevard	Cul-de-sac	560	Sur	1988	8	7	6	6	7	7	7	7	7	10	8	8	7	8	
McLain Road	Minnetonka Drive	Cul-de-sac	400	None	1970	8	6	7	6	5	4	4	10	9	9	8	8	8	8	
Meadowview Road	Valleywood Lane	Wild Rosa Lane	660	None	2010	5	4	3	7	10	10	10	10	10	10	9	9	8	8	
Murry Hill Road	Chanhaness City Limit	Chaska Road	520	None	1970	5	7	5	5	5	7	7	7	10	10	8	8	8	8	
Park Street	Glencoe Road	Pleasant Avenue	917	None	1972	8	8	7	7	7	7	8	7	7	10	9	9	8	8	
Parkview Lane	Suburban Drive	Cul-de-sac	417	Sur	2005	10	10	10	10	10	10	10	10	9	9	9	9	8	8	
Radisson Entrance	Radisson Inn Road	Cul-de-sac	616	None	1972	8	7	6	5	5	7	6	10	10	10	8	8	8	8	
Shore Road	Radisson Inn Road	Dead End	625	None	1972	7	7	6	5	7	6	6	10	9	8	8	8	8	8	
Stratford Place	Apple Road	Cul-de-sac	710	B-812	1978	5	7	5	5	10	10	9	9	9	9	8	8	8	8	
Sunnyvale Lane	Meadowview Lane	Eureka Road	650	None	1970	4	4	4	7	4	3	3	10	10	10	9	9	9	8	
Virginia Cove	Smiltown Rd	Cul-de-sac (e)	917	Sur	2006	9	9	9	9	9	9	9	9	9	9	9	8	8	8	
Wedgewood Drive	Smiltown Road	LRT Trail	935	Bit	1972	4	10	10	10	10	10	10	9	9	9	9	8	8	8	
Wedgewood Drive	LRT Trail	Cul-de-sac	1,860	None	1972	4	10	10	10	10	10	10	9	9	9	9	8	8	8	
Academy Avenue	Yellowstone Trail	Grant Street	650	None	1972	8	7	7	6	6	6	7	6	6	10	10	10	9	9	
Alexander Lane	Strawberry Lane	Cul-de-sac	310	Sur	2013								10	7	10	10	10	9	9	
Brassie Circle	Club Valley Road	Cul-de-sac	126	Sur	2015											10	10	10	9	
Club Valley Road	Bentgrass Way	Yellowstone Trail	1,717	Sur	2015												10	10	9	
Edgewood Road	Howards Point Road	Grant Lorenz Road	3,800	None	1970	8	7	7	7	7	7	7	7	6	5	4	10	10	9	
Garden Road	Minnetonka Boulevard	Dead End	1,240	None	1972	5	4	4	4	4	6	5	4	3	10	9	9	9	9	
Howards Point Road	Edgewood Road	Dead End	1,300	None	1970	8	6	6	6	6	6	6	7	6	5	10	10	10	9	
Howards Point Road	Smiltown Road	Edgewood Road	4,110	None	1970	8	7	6	6	6	6	6	6	6	5	10	10	9	9	

Pavement Rating and Record of Action																				
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Street Name	from	to	Length (1) FT	Exist. Curb	Date Install	2005 Rating	2006 Rating	2008 Rating	2009 Rating	2010 Rating	2011 Rating	2012 Rating	2014 Rating	2015 Rating	2016 Rating	2018 Rating	2019 Rating	2020 Rating	2021 Rating	
Lake Linden Drive	Yellowstone Trail	State Highway #7	1,550	None	1999	8	8	7	7	7	7	8	7	6	5	5	10	10	9	
Niblick Alcove	Club Valley Road	Cul-de-sac	451	Sur	2015											10	10	10	9	
Oak Ridge Circle	Grant Lorenz Road	Cul-de-sac	420	None	1971	6	6	6	6	6	6	5	7	6	6	10	10	10	9	
Shady Hills Circle	Shady Hills Road	Shady Hills Road	1,555		1972	4	6	6	6	7	7	6	5	5	10	9	9	9	9	
Star Circle	Star Lane	Cul-de-sac	130	Bit	1974	4	3	3	7	4	3	3	10	10	10	9	9	9	9	
Star Lane	Smithtown Road	Cul-de-sac	730	Bit	1974	4	3	3	7	4	3	3	10	10	10	9	9	9	9	
Teal Circle	Wedgewood Drive	Cul-de-sac	160	None	1974	4	10	10	10	10	10	10	9	9	9	9	9	9	9	
Valleywood Circle	Valleywood Lane	Cul-de-sac	500	None	1970	4	3	3	7	4	4	3	10	10	10	10	9	9	9	
Valleywood Lane	Eureka Road	Dead End	1,310	None	1970	4	3	3	7	4	4	3	10	10	10	10	9	9	9	
Wild Rose Lane	Meadowview Lane	Eureka Road	654	Sur	2010	4	4	4	7	10	10	10	10	10	9	9	9	9	9	
Amlee Road	Manitou Lane	Cul-de-sac	750	None	1970	4	4	4	4	4	4	3	3	3	3	3	3	3	10	
Ayrshire Ln	Smithtown Rd	Bentgrass Way	852	Sur	2018											10	10	10	10	
Bentgrass Way	West Cul-de-sac	Club Valley Road	2,475	Sur	2018											10	10	10	10	
Bentgrass Way	Club Valley Road	East Cul-de-sac	878	Sur	2015											10	10	10	10	
Birch Bluff Road	Grant Lorenz Road	Eureka Road	2,280	None	1970	8	6	6	7	6	6	6	7	6	6	4	10	10	10	
Birch Bluff Road	Eureka Road	Tonka Bay city limits	730	None	1972	5	5	5	7	6	6	6	7	6	6	4	10	10	10	
Brand Circle	Christmas Lane	Cul-de-sac	360	Cul-Sur	1972	7	6	6	6	6	6	6	6	6	7	6	6	6	10	
Cardinal Drive	Murray Street	South city limits (Chan)	770	None	1972	5	7	7	7	7	7	7	6	6	7	6	10	10	10	
Chestnut Terrace	Near Mountain Boulevard	Cul-de-sac	130	Sur	1986	8	7	7	7	7	7	7	7	7	7	7	7	7	10	
Covington Road	Radisson Road	Old Market Rd	2,784	None	1970	8	8	7	7	7	7	6	6	7	6	6	6	6	10	
Covington Road	Old Market Rd	Vine Hill Rd	2,260	None	1970	8	8	7	7	7	7	6	6	7	6	5	6	6	10	
Dellwood Lane	Enchanted Drive	Cul-de-sac	590	None	1973	7	7	6	6	7	6	5	5	4	4	7	6	10	10	
Echo Road	County Road 19	Country Club Road	1,960	None	1970	6	5	5	4	4	4	7	6	4	4	10	10	10	10	
Enchanted Cove	Enchanted Drive	Cul-de-sac	150	None	1973	7	7	7	7	7	7	6	6	4	4	6	4	10	10	
Enchanted Drive	Enchanted Lane	Cul-de-sac	1,600	None	1973	7	7	7	7	7	7	6	6	4	4	6	4	10	10	
Enchanted Lane	Minnetrista city limits	Shady Island Bridge	3,430	None	1973	7	7	7	6	6	6	6	6	4	4	4	7	7	10	
Excelsior Boulevard	Manor Road	East city limits (Doephn)	2,132	None	1972	6	6	6	6	6	7	7	7	7	6	4	10	10	10	
Featherie Bay	Bentgrass Way	Cul-de-sac	308	Sur	2015											10	10	10	10	
Glen Road	County Road 19	Manitou Ln	1,500	None	1972	4	4	4	4	4	4	4	5	4	4	3	3	3	10	
Glen Road	Manitou Ln	Dead End	850	None	1972	4	4	4	4	4	4	4	5	4	4	3	3	3	10	
Grant Lorenz Road	Smithtown Road	Birch Bluff Road	2,930	None	1970	6	6	6	6	6	5	4	7	5	4	4	4	4	10	
Ideswild Path	Rustic Way	Suburban Drive	660	None	1972	7	6	5	5	5	7	6	6	4	7	6	6	5	10	
Manitou Lane	Amlee Road	Glen Road	360	None	1970	3	3	3	3	3	3	3	3	3	3	3	3	3	10	
Mann Lane	Eureka Road	Seamans Drive	660	None	1972	6	4	4	7	5	5	4	7	6	5	10	10	10	10	
Near Mountain Boulevard	Vine Hill Road	South city limits (Chan)	2,255	Sur	1989	8	8	7	7	7	7	7	6	7	7	6	6	6	10	
Old Market Road	State Highway #7	Covington Road	2,400		1991	7	7	7	6	7	7	6	6	7	6	6	6	6	10	
Prestrick Ct	Bentgrass Way	Loop	1,118	Sur	2018											10	10	10	10	
Radisson Inn Road	Covington Road	Radisson Entrance	1,780	None	1972	7	7	7	6	6	7	6	6	6	6	5	5	5	10	
Radisson Road	Old Market Rd	Covington Road	1,350	B-618	1972	8	7	7	6	6	7	7	7	7	7	7	7	7	10	
Radisson Road	Covington Road	Christmas Lake Road	2,410	None	1972	7	7	7	6	6	7	7	6	7	7	7	6	6	10	
Riviera Lane	Yellowstone Trail	Cul-de-sac	900	None	2018	5	4	7	6	5	4	4	7	6	6	10	10	10	10	
Seamans Drive	Yellowstone Trail	Mann Lane	1,800	None	1972	4	4	4	5	5	5	4	7	7	6	4	4	4	10	
Shady Island Circle	Shady Island Road	Shady Island Road	1,020	Bit	1973	7	7	6	6	7	6	6	6	5	5	7	5	10	10	
Shady Island Point	Shady Island Circle	Dead End	360	None	1973	5	5	5	5	5	6	5	5	5	5	5	5	10	10	
Shady Island Road	Shady Island Bridge	Dead End (ilt Overfield)	1,500	None	1973	6	6	6	6	6	6	6	5	5	5	5	5	10	10	
Shady Island Trail	Shady Island Circle	Dead End	300	None	1973	7	7	7	7	7	6	6	6	6	5	7	6	10	10	
Shorewood Lane	Smithtown Road	Cul-de-sac	840	Bit	2018	4	4	6	5	4	4	7	7	5	4	10	10	10	10	
Summit Avenue	Murray Hill Road	South city limits (Chan)	940	Bit	1972	4	7	6	5	4	7	6	6	6	6	10	10	10	10	
Sweetwater Court	Sweetwater Curve	Cul-de-sac	110	Sur	1990	7	7	6	6	7	7	7	7	7	7	7	6	6	10	
Sweetwater Curve	Covington Road	Cul-de-sac	4,130	Sur	1990	7	7	6	6	7	7	7	7	7	7	7	7	7	10	
West 62nd Street	Cathcart Dr	Strawberry Lane	1,330	None	1970	8	6	5	5	5	5	5	5	5	5	7	6	6	10	
West 62nd Street	Cathcart Dr	Dead End	1,320	None	1972	8	6	5	5	5	5	5	5	5	5	7	7	6	10	
Wooden Creek Drive	Smithtown Road	Bentgrass Way	616	Sur	2015											10	10	10	10	

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