

**CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
TUESDAY, OCTOBER 12, 2021**

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

For those wishing to listen live to the meeting, please go to [ci.shorewood.mn.us/current\\_meeting](http://ci.shorewood.mn.us/current_meeting) for the meeting link. Contact the city at 952.960.7900 during regular business hours with questions.

**AGENDA**

**1. CONVENE CITY COUNCIL MEETING**

A. Pledge of Allegiance

B. Roll Call

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

C. Review and Adopt Agenda

**Attachments**

**2. CONSENT AGENDA** The Consent Agenda is a series of actions which are being considered for adoption this evening under a single motion. These items are considered routine and non-controversial. However, a council member may request that an item be removed from the Consent Agenda for separate consideration or discussion. If there are any brief concerns or questions by council, those can be answered now.

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

- |   |   |
|---|---|
| A. City Council Work Session Minutes of September 27, 2021  | Minutes                                     |
| B. City Council Regular Meeting Minutes of September 27, 2021   | Minutes                                     |
| C. Approval of the Verified Claims List   | Claims List                                 |
| D. Approval of Retail Tobacco Licenses  | Deputy Clerk Memo<br>Resolution 21-113      |
| E. Accept Final Improvements and Approve Final Payment for<br>Badger Park Tennis Courts, City Project 20-01 | Engineer Memo<br>Resolution 21-114          |
| F. Adopt Development Agreement Amendments<br>Walnut Grove Villas  | Planning Director Memo<br>Resolution 21-115 |

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

**4. PUBLIC HEARING**



**5. REPORTS AND PRESENTATIONS**

**6. PARKS**

**7. PLANNING**

**8. ENGINEERING/PUBLIC WORKS**

- A. Approve Quotes for Water Meter Registry Replacement,      Director of Public Works Memo  
And Authorize Purchase of Meter Registers,      Resolution 21-116  
City Project 21-09

- B. Strawberry Court Watermain      Engineer Memo

**9. GENERAL/NEW BUSINESS**

- A. Interactive Technology      City Administrator Memo

**10. STAFF AND COUNCIL REPORTS**

- A. Administrator and Staff

1. Covington Road Watermain Update      Director of Public Works

- B. Mayor and City Council

**11. CLOSED SESSION** The meeting is being closed pursuant to MN Stat. §13D.05, subd. 3 (b), attorney-client privilege, to discuss litigation in Ugorets v. City of Shorewood.

**11. ADJOURN**



**CITY OF SHOREWOOD  
CITY COUNCIL WORK SESSION MEETING  
MONDAY, SEPTEMBER 27, 2021**

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

## **MINUTES**

### **1. CONVENE CITY COUNCIL WORK SESSION MEETING**

Mayor Labadie called the meeting to order at 6:04 P.M.

#### **A. Roll Call**

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

Absent: None

#### **B. Review Agenda**

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

### **2. INTERVIEW CITY ATTORNEY FIRM – Jared Shepherd – Campbell Knutson**

Councilmember Callies clarified that she does not have a conflict of interest in this case. She explained that although she has been an attorney for over 30 years and does know all the applicants, she has professional relationships with them and does not have any financial interest in any of the law firms.

Jared Shepherd, Campbell Knutson, introduced himself and shared some background information on himself, his experience, and the Campbell Knutson firm.

The Council and City Administrator Lerud asked Mr. Shepherd a series of interview questions.

Mayor Labadie thanked Mr. Shepherd for his time and informed him that the City would be in touch once a decision has been made.

Mr. Shepherd left the meeting.

Mayor Labadie stated that her understanding from previous discussions were that the Council had narrowed the candidates down to Campbell Knutson or remaining with City Attorney Keane.

Councilmember Siakel stated that to her, the most important aspect is the day to day interaction the attorney will have with staff, that is not always seen. She stated that she would like to understand what the City needs or wants in legal counsel that it does not already have. She stated that she thinks the Council should define that gap so the right person is selected.

Councilmember Callies stated that she also thinks communication is critical and feels that is currently a large gap. She expressed concern about the lack of preparation and anticipation of



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some issues that will face the Council and gave the example of the recent Zoom issue for public participation.

Mayor Labadie stated that as a new mayor, Mr. Keane has always been available and accessible for her questions. She stated that she does not disagree with some of the other comments and concerns, but noted that he had helped bring her up to speed when she requested assistance or advice.

Councilmember Gorham stated that he was also frustrated with how the Zoom meeting issue was handled because it made it appear as though the Council did not want it. He stated that one of the things that came up during the interview process was preparation of staff and Council prior to meetings and asked if that was really something the City Attorney should be doing.

Councilmember Callies stated that she would expect that they would do this type of preparation and even anticipate issues that may come up, based on what is on the agenda.

Councilmember Siakel stated that she feels that Mr. Keane does well with staff. She stated that her issue has been during the Council meetings with things like, speaking up, diffusing situations, and giving straight answers, which she feels Mr. Keane sometimes struggles with. She stated that she has given him that feedback already. She stated that she does not think it is about staff or competence, but is just a different style.

Councilmember Johnson stated that he feels the City Attorney's job is to protect the City. He stated that as a resident, he also feels that they should go out of their way to make sure that residents are also supported unless it is a situation where they are diametrically opposed, then their job would be to prioritize the City first. He stated that in his interactions with his development, he did not feel that there was a sense of urgency on behalf of Mr. Keane for a development agreement, that he wrote. He stated that it took years and years to resolve that issue which has frustrated him. He stated that he is struggling to separate that situation from the overall job performance. He stated that he would like to hear the opinion of City Administrator Lerud because of the amount of interaction he will have with whoever is chosen.

City Administrator Lerud stated that the staff relationship with Mr. Keane is very positive with a particular emphasis on planning to ensure the legal parts are covered. He stated that he participates in staff meetings which will be his expectation with any City Attorney that is chosen.

Mayor Labadie stated that she is worried about making a change that would mean losing the decades of institutional knowledge that Mr. Keane brings but agrees that there is a lack of communication skills. She shared examples of recent events where she would have liked to feel that the City's lawyer had her back and explained things more clearly and concisely.

Councilmember Callies stated that she looks at having someone look at things differently would be a positive thing because the law is the law.

**Callies moved, Gorham seconded to direct staff to work with Jared Shepherd at Campbell Knutson to develop a contract for Council approval for city attorney services to commence no later than January 1, 2022 and look at keeping the existing counsel on existing cases. Motion passed 4/1 (Siakel opposed).**



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**3. ADJOURN**

**Siakel moved, Johnson seconded, Adjourning the City Council Work Session Meeting of September 27, 2021, at 7:00 P.M. Motion passed 5/0.**

**ATTEST:**

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

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



CITY OF SHOREWOOD  
CITY COUNCIL REGULAR MEETING  
MONDAY, SEPTEMBER 27, 2021

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

### MINUTES

#### **1. CONVENE CITY COUNCIL REGULAR MEETING**

Mayor Labadie called the meeting to order at 7:10 P.M.

#### **PLEDGE OF ALLEGIANCE**

##### **A. Roll Call**

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

Johnson moved, Siakel seconded, approving the agenda as presented.

All in favor, motion passed.

#### **2. CONSENT AGENDA**

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember Gorham expressed his appreciation for the raise in compensation rate for the election judges.

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

A. City Council Work Session Minutes of September 13, 2021

B. City Council Regular Meeting Minutes of September 13, 2021

C. Approval of the Verified Claims List

D. Approve Election Judge Compensation Rates, Adopting RESOLUTION NO. 21-108, "A Resolution Approving Election Judge Compensation Rates."

All in favor, motion passed.



### 3. MATTERS FROM THE FLOOR

Dania Schulman, 26425 Strawberry Court, stated that she was here representing all the residents of Strawberry Court regarding the Strawberry Lane project. She stated that the plans the City has brought will have a positive and meaningful impact on to the area, including safety improvements. She stated that they would like to respectfully request that the City prioritize Strawberry Court even if means having it as a separate project. She presented a copy of her statement along with signatures of all the residents on Strawberry Court.

Mayor Labadie asked City Engineer Budde to address this issue and give a report to the council at a future Council meeting.

Councilmember Siakel stated that she does not think the Council has the luxury of time in this situation and thinks the Council will need to decide if this is moving forward very shortly. She stated that there were a lot of neighbors recently in the Council chambers that were upset about the Strawberry Lane project, even though it has been talked about for years. She stated that now there is a group of people saying that they feel differently and want the project. She stated that she thinks there needs to be some representation by the whole neighborhood and the whole area. She stated that she thinks there needs to be consensus with the constituents with what they do and do not want.

Mayor Labadie noted that there is nothing, regarding this issue, in front of the Council tonight for a vote which is why she asked City Engineer Budde to research the Strawberry Court issue and bring it back for discussion at a future meeting and determine whether it can be treated as its own individual project.

The Council discussed placing this item on the regular agenda, construction timeline issues, and how to manage expectations.

Alan Yelsey, 26335 Peach Circle, appeared before the Council via Zoom. He expressed his frustration with the technical issues not being addressed since the last meeting and noted that he feels this is providing an unequal opportunity for participation. He stated that he would also like to ensure that the Council knows that people cannot find the meeting, packet, or agenda, if they go to the City's website. He stated that the website also indicates that people cannot participate via Zoom, which is incorrect because the Council has now allowed this type of participation. He stated that there is a ten-day notice requirement for new ordinances by the State and if the Council is going to consider a project, the citizens deserve ten-day notice, before it is discussed or voted upon. He stated that he is requesting that the City adopt a ten day warning notice for residents for any matters that have broad interest and broad impact. He stated that Smithtown Ponds which is similar in size and scope to Strawberry Lane was just changed substantially and there was no notification for any of the residents. He requested that the City notify the residents when they make a substantial change and give them an opportunity to participate in the review of the changes so they can be tolerable and acceptable to the residents. He stated that there is a City resolution where the City states that it will refrain from the use of systemic pesticides on Shorewood City property and explained that the City has broken the terms of the resolution from the very day it was approved in 2014. He stated that he was asking the City to notify themselves that they are in violation of their own rules and make whatever changes are necessary to immediately stop the pesticide use.



**4. PUBLIC HEARING**

**5. REPORTS AND PRESENTATIONS**

**6. PARKS**

**7. PLANNING**

**A. Report by Commissioner Maddy on September 7, 2021 Planning Commission Meeting**

Commissioner Maddy gave an overview of the September 7, 2021 Planning Commission meeting, as reflected in the minutes.

**B. Urban Farm Animal Ordinance Amendments**

Planning Director Darling reviewed the potential amendments to the Urban Farm Animal Ordinance. She explained that the Planning Commission held a public hearing at their September 7, 2021 meeting, with one e-mail sent following the hearing which was opposed to the amended language regarding the number of chickens. She noted that nobody appeared at the public hearing to discuss this item. She stated that staff and the Planning Commission recommend approval of the proposed amendments.

Mayor Labadie opened the floor to anyone from the audience who would like to comment on this matter.

Brian Falline of 4820 Rustic Lane, stated that he feels that this revision just 'nibbles' around the edges of the real problem which he thinks is the mix of urban and rural policies. He stated he has really nice neighbors but the way things are heading, these changes will cause nothing but more issues between neighbors. He stated that he would like to start by discussing his right to enjoy his property. He explained that he has lived in Shorewood for twenty-four years and now has two homes adjacent to his with chickens, which seems fairly innocuous, but comes with smells, noise, water run-off, along with property intrusions of chickens in his landscaping and yard. He stated that he has predatory animals that use his property as a track to gain access to the chickens in the winter. He stated that there was a dog attacked in his driveway a few years ago by a coyote. He stated that he got a lot of assistance from City Administrator Lerud about what he could do to protect his daughter and his animals. He stated that he has had chickens drug up onto his front porch and killed which means he had to go out and clean up the feathers and blood. He stated that in order to get his dog into his truck, he has to put him on a leash so he does not go chase and kill the chickens that have found their way into his yard. He stated that he is really not able to enjoy his home any longer. He stated that he has never been asked for his approval about chickens and believes he deserves a word on what happens on the adjacent properties. He stated that he believes the property value of his home is greatly diminished because it will require a unique buyer that wants to come in with a small farm next door. He reiterated that when the City starts to mix rural policies and urban policies, they are ultimately headed long term for more and more issues. He reiterated that he feels like the City is nibbling at the edges of the problem, but not really solving the problem. He stated that the chickens get out of the fenced in areas because there is no roofing or wing clipping requirement. He asked the Council to consider that there is a difference between domestic and rural/farm animals and there is a reason that they are



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separated. He stated that there is nothing that he can do besides move and worries about his property value if a buyer comes and there are chickens in his yard at the time.

Councilmember Callies stated that she appreciated the comments made by Mr. Falline because it raised some important concerns. She noted that the existing ordinance requires that the animals be contained on their property which does not sound like it has been happening at this location and may be more of an enforcement issue.

Planning Director Darling agreed that it is an enforcement issue and have had a few recent complaints about chickens getting out and have had conversations with the owners to ensure that when they are cleaning cages and moving the chickens out of the enclosure that they are responsible to still keep them on their property. She stated that it appears as though the City may need to go back out to the property mentioned tonight to ensure that it matches what was outlined in their site plan.

Mayor Labadie asked that when staff takes a look at this property that they ensure that the coop is located in the rear yard. Planning Director Darling noted that the new Ordinance also requires that the enclosure also be located in the rear yard. Councilmember Callies asked how many permits were currently in the City for chickens. Planning Director Darling stated that there are about twenty-five homeowners that have chickens.

Councilmember Gorham asked for details on clipping chicken wings. Planning Director Darling stated that she does not have much information on clipping wings, but knows that it is very effective because it does keep them from flying out of enclosures. Councilmember Gorham asked, if the Council were to recommend this addition, whether it would be considered an inhumane practice.

Planning Director Darling stated that she believes that there would probably be a debate on that issue, but the Council could require that the chickens be in a full enclosure which would imply a caged roof, or that the owner clip their wings. She stated that she can research to see if there are any other methods of containing the chickens.

Councilmember Siakel stated that the City had already had an ordinance in place that allows residents to have chickens and this amendment was an update to the ordinance, based on a request by a homeowner.

Mayor Labadie stated that this issue is not unique to the City. She stated that she thinks a roof requirement seems very reasonable. She asked if there was a complaint, for example, chickens in someone else's yard, whether the City keeps a record of those complaints. She asked if the complaints were recorded, and, for example, if the chicken owner was only allowed a certain number of complaints in order to keep their permit, or if it instantly requires an inspection. Planning Director Darling stated that they usually follow up with it, but many times, by the time they get there, the chickens are no longer running loose. She stated that sometimes they hear about the incidents after the fact.

Councilmember Siakel asked if keeping chickens ended up being more of a novelty for residents or if they kept raising them year after year. Planning Director Darling stated that it is varied and have had both examples.



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Councilmember Johnson stated that in his neighborhood there are three homes that have chickens. He stated that he walks daily and has never encountered any smells, but they have gotten out a few times, but have been gathered up very quickly. He stated that he would like to understand a lot more about the humanity of clipping wings. He stated that with relation to roofing, the aesthetics of the coop and enclosure can have an effect on the adjacent property values.

Councilmember Siakel reiterated that the City already has an ordinance in place that allows chickens. She stated that there needs to be a balance for people having the right to have control of their property without infringing upon other people.

Councilmember Johnson stated that he would like to know how often they are inspected, if the complaints are recorded, and if there is a violation, what the fees are in those situations. He stated that, as Councilmember Callies stated, the issues that the City is hearing from the public seem to be enforcement issues rather than issues with the ordinance amendment.

Councilmember Gorham stated that he likes all the recommended language amendments, but would question how effective the City's existing language is in this situation, especially related to containment. He asked if there may be a better way to describe Part Two, Section C.

Mr. Falline stated that he wanted to make sure that his issue is not about 'bad neighbors', but bad policy. He asked when the ordinance was put in place that allowed chickens in the City and noted that he did not remember it being in place when he moved here twenty-four years ago.

Councilmember Siakel noted that there are also horses within the City and other urban farm animals. Planning Director Darling stated that she believes the code was changed around 2013 to allow chickens.

Mr. Falline explained that he had moved to the City in 1996 so all of these came about after he made a decision to purchase a home in the City. He stated that he understands that the policy is in place, but explained that it had an impact on him. He reiterated that he believes this struggle is going to continue in the City. He stated that he chose not to move to a rural community because he did not want to be next door to horses or livestock. He asked the Council to step back and reiterated that this was not about his neighbor's because he thinks the world of them. He stated that if the Council would come spend a weekend at his house, they would realize that urban and farm animals do not mix well together. He stated that he has a farm further to the north where he raises hay for livestock and is used to the flies and things that come with livestock, but that is at his farm, not at his home. He stated that at the very least, if the Council is still going to allow this, he asked them to take time to look closer at how they can minimize the impact on people who chose not to have farm animals near their home.

Councilmember Callies stated that there is currently not a limit on the number of permits that can be issued in the City and asked if the City should take a look at whether there is a way to limit the number allowed. Councilmember Siakel agreed that Mr. Falline raised some good points and noted that his point about predatory animals is accurate, because there are coyotes in the area now. She asked if the Council would approve the language proposed and ask staff to continue to study the issue.

Councilmember Callies stated that the City could change its policy and not allow chickens anymore. Mayor Labadie agreed that action would be possible, but reminded the Council that action was not before them this evening.



Councilmember Gorham stated that he likes the proposed improvements and thinks the Council can accept those and then also look into the containment issue more. He stated that it would also be an option to table the entire issue while staff looks into it.

Councilmember Johnson stated that he would be in favor of tabling it in order to explore how the City can better enforce the permit and find better language around containment. He stated that he would also be interested in hearing from 'good chicken neighbors' and reiterated that in his experience within his neighborhood there have not been any smells or predatory animal issues because, for the most part, they have been contained. He suggested that the Planning Commission interview some of the permit holders to see what opinions and information can be gleaned from them in terms of best practices on being a good chicken neighbor.

Councilmember Siakel stated that in addition to accepting the amended language, she believes the Council can also direct staff to take additional action to review some of the issues being discussed.

Mayor Labadie stated that she agrees with Councilmember Siakel.

Councilmember Callies stated that she agreed with Councilmember Johnson about tabling this issue so the Council can look at the additional issues that have been raised regarding containment. She stated that the City can ask chicken owners to participate in the process but cannot force it and noted the example of the recent public hearing at the Planning Commission held a public hearing where nobody came. Planning Director Darling explained that she sent a notice of the public hearing and the draft language to the existing chicken permit holders.

Councilmember Callies stated that in order for the City not to delay taking action for too long, she would like to see this come back with some additional language soon and not, for example, postponed for another six months.

Councilmember Siakel explained that she could go either way, but her initial thought was to approve what is in front of the Council and then bring back the bigger picture and add to it.

Ryan Naylor, 5770 Kelsey Drive, stated that he was the resident who had initially raised this matter at Matters from the Floor a few months ago. He stated that he would agree with the points made tonight that further matters could be looked at but would ask that the Council take a look at the amended language because it would be great if they would be able to have it approved so they can move forward with their plans to build a coop and get the process started before winter.

Mayor Labadie noted that many of the complaints and concerns are not from the chicken owners. She stated that just because none of the owners came to the recent public hearing does not mean that the residents do not have concerns. Planning Director Darling stated that she had also notified both homeowners that she knew were opposed to changing the rules for chickens.

**Gorham moved, to Approve Ordinance 582 Regarding City Code Ordinance Amendments Related to Urban Farm Animals, and direct staff to look into various containment methods at a future Planning Commission meeting.**

**Motion died for lack of a second.**



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Councilmember Callies asked how long staff thought they would need to investigate and gather information regarding the items discussed during the meeting. Planning Commission Director Darling stated that this could be brought back for the first City Council meeting in November. She stated that she believed this would need to be taken back to the Planning Commission for another public hearing.

City Attorney Keane explained that the Council would not need to send it back to the Planning Commission for another public hearing, however, he would recommend that they would do it. Planning Commission Director Darling stated that with that advice, it would probably be brought back to the Planning Commission in December.

Councilmember Siakel asked for clarification about what the Planning Commission would be discussing regarding this issue. Planning Director Darling explained that they would be looking over specific language changes with regard to enclosures versus clipping wings and considering whether the City wanted to have a limit on the number of permits that were allowed for urban farm animals.

Mr. Naylor stated that he noted that whatever is approved, he is happy to have the containment requirement retroactively applied but would ask that the Council consider moving the remainder of this through, so he could move forward with his chicken plans. He stated that he would like to see this process be easier and more streamlined for the public and not keep moving back and forth between the Council and the Planning Commission.

Councilmember Siakel asked how many of the chicken applications have come into the City over the last few years. Planning Director Darling stated that the majority of them have come in the last three years. Councilmember Siakel asked if there would be any environmental impact from having chickens which meant the City should restrict how many are allowed within a neighborhood. Councilmember Johnson asked about approving something today, revising the language, and then having it retroactively apply to every chicken coop within the City.

Planning Director Darling stated that she could not do that and would have to enforce the code as they are written at the time. She explained that if there are new regulations that are approved, those could not be enforced or enacted upon until the permit came up for renewal.

Mr. Naylor stated that he thinks it is worth noting that he is the only person that has gone through this process and has spent two and a half months in order to get to this point in time. He asked the Council to vote on this particular component tonight. He stated that all along he had hoped for the chance for a variance or some other simple method to proceed with having chickens.

Councilmember Siakel asked what the objection was from his neighbor who did not want to get him to the seventy-five percent requirement of neighbor agreement. Mr. Naylor stated that he thinks it was a number of things and noted that he assumes it would probably be for the reasons shared by Mr. Falline earlier. He explained that he has not experienced smells or noise from the neighbors that do have chickens. He stated that he can only guess that their objection was also to potential smells and sound, but reiterated that he has not found either of these to be noticeable in the neighborhood. He reiterated his request that the Council act on the item before them this evening.

Councilmember Johnson stated that he would like to discuss the length of the permit. He stated that the Planning Commission had not wanted it to be onerous which is why a five-year term was



proposed. He stated that now that the City is discussing updates to things like containment, five years seems too long to him.

Councilmember Siakel stated that she thinks the term should be annual. Mayor Labadie stated that she did not think this change would be considered unreasonable. Councilmember Siakel asked if a change from a five-year renewal to a one-year renewal would require going back to the Planning Commission. Planning Director Darling stated that this change would not require a new public hearing and would be considered a minor language change.

Councilmember Callies asked if the City could just deem that all permits expire, similar to dog licenses, for example, on December 31 each year. Planning Director Darling agreed that the City could do that, but inspections are better for this use in the summer. Councilmember Callies asked if that would be onerous to enforce. Planning Director Darling stated that staff would have to work it in.

Councilmember Siakel stated that she thinks this trend will continue and thinks the City may want to put in some parameters, such as how many licenses are issued, or only allow a certain number of licenses per neighborhood. Councilmember Gorham stated that if the City is adding new language for things like containment, it would be good to get everyone up to date in a year. Councilmember Siakel stated that she thinks there is consensus of the Council that there needs to be an expiration, more enforcement, and a permit that has more teeth.

***There was consensus of the Council to continue this item to a future meeting as suggested by Planning Director Darling.***

There was Council discussion about moving forward with an annual permit process that allows for the mechanism to enhance the containment language, but leave the fee at \$50.

Councilmember Gorham stated that he feels the inspection process needs to be beefed up a bit because it is more intensive than having a dog.

**Callies moved, Johnson seconded, to Approve ORDINANCE 582, “An Ordinance Approving an Amendment to Shorewood City Code Chapter 705 (Farm and Other Animals), with language amendments under 3.A. to state that the permit shall expire one year from the date the permit issued.” All in favor, motion passed.**

**Labadie moved, Johnson seconded, to Approve“ RESOLUTION NO. 21-109, “A Resolution Approving the Publication of Ordinance 582 Regarding City Code Ordinance Amendments Related to Urban Farm Animals, with the modification to Ordinance 582, as noted, and correction of typographical errors.” All in favor, motion passed.**

**C. Variance to Side and Rear Yard Setbacks  
Applicant: Wayne Hartmann  
Location: 27460 Maple Ridge Lane**

Planning Director Darling explained that this request is for a shed to be allowed to remain in place after it was constructed without permits near the site of a previous shed. She explained that the applicant had poured a twenty-four-foot concrete pad that is about sixteen feet from the rear property line where fifty feet is required by the ordinance. She stated that it is also located about four feet from the east property line where 10 feet is permitted. She stated that in addition to this,



the shed is located within a utility easement. She stated that according to the applicant's survey, the previous shed had been installed over the property line, so the new location corrects that issue, but does not correct all the other non-conformities. She noted that a neighbor came to the Planning Commission meeting and expressed concerns about drainage through the area and shared that it had increased with the project. She stated that the Planning Commission recommended that City Engineer Budde review the request to determine if this would increase or worsen the amount of water that flows northward. She stated that following review, the City Engineer determined that the applicant would need to amend the plans to allow water to flow over the drive and towards the west to Lake Virginia. She stated that the applicants submitted revised plans last Friday and the engineers will review those plans specifically to address the drainage situation. The applicant is proposing to install gutters and downspouts that directs the water to flow west instead of north and have also proposed a 'trench drain' in the driveway to capture some of the water and then use pipes to also direct it to the west. She stated that because the shed was placed within a utility easement, an encroachment agreement will also be required to be recorded against the property prior to issuance of permits. Staff and the Planning Commission recommend approval of the request subject to the conditions listed in the staff report. She stated that the people who spoke at the public hearing regarding drainage, also submitted a letter that has been included in the packet.

Michelle Letendre, of 27460 Maple Ridge Lane, explained that when they purchased the home it had a shed and a car port essentially in the same general vicinity of the new structure, but had been built over the property line onto the neighbor's property. She stated that the prior structure had been built without a foundation and was sinking into the ground. She stated that they attempted to lift the structure and place a pad beneath it, however that process was an epic fail and it collapsed. She stated that at that point, they decided to rectify the issue that it was originally built over the property line. The new structure is the same physical footprint as the old structure and did not increase in size. She stated that Wade Woodward stopped by and indicated that they needed a variance in order to continue building which they were not aware was needed because they were fixing something that was already in place. She stated that not getting a permit was truly a mistake and gave examples of other permits that they have recently obtained from the City for work on their property. She stated that once they found out they needed a permit, they stopped all work on the project. She noted that even though there is a utility easement in this location, there are currently no utilities located there. She stated that at the Planning Commission meeting there was a concern raised regarding stormwater run-off and they have a plan to mitigate the water issue. She gave a brief overview of the proposed plans to handle the water run-off.

Councilmember Siakel asked if the applicants were constructing the shed themselves or had hired a contractor. Ms. Letendre stated that they are doing the work themselves.

Gayle King, of 6110 Lake Virginia Drive, stated that they live on the adjacent property where the run-off has been coming down their hill. Stan King, also of 6110 Lake Virginia Drive, stated the water run-off has been an issue since the time the shed was installed. He stated that he wrote a letter to the Council asking that they really look at this and make sure that it is properly addressed and that people downhill are not affected by what happens up-hill from them.

Ms. King stated that she has lived in the house since 2003 and has noticed the run-off issue before. She stated the old shed was taken down in 2020 and she noticed that there was less run-off at that time. She stated that after the cement slab was poured, she noticed the increase in run-off and just did not want it to get worse and break down the trail. She stated that she is happy to hear that the City Engineer took a look and has made recommendations to address the issue.



Councilmember Siakel asked if the outcome the Kings are looking for is to solely have the water run-off be addressed or to have the applicants correct the location of the shed. Ms. King stated that they would like to see the water correction done if the shed remains in this location but noted that if the water issue is not corrected, then they will have an issue with the shed.

Mr. King reiterated that their chief concern was where the water was going and that it is mitigated. City Engineer Budde explained that he had visited this site a few weeks ago and from what he could see, even from the old shed, a lot of water came down through that area. He stated that moving the shed over and tweaking things exacerbated the issue and really concentrated the run-off. He stated that in the grand scheme of things, they are not creating more impervious surface, but are changing how the water is directed and getting there. He stated that by routing the water to the west of the proposed shed will send it away from the adjacent structures and should be a reasonable solution. He stated that some water will still cross over the property as it reaches its way to the Lake Virginia channel, but that is how the water has always drained and this just gives it a slightly better path.

City Engineer Budde explained that if this is approved, the applicant will need to get a building permit to finish and as part of that, there are checks and balances that the Building Official will do to ensure that they meet the conditions. He stated that if there is something that the Building Official cannot handle, he asks the engineers to take a look.

Ms. King stated that she would like the engineer to come take a look from their side and would like to have a chance to have a discussion and have the situation explained to them from their perspective. City Engineer Budde stated that he would be happy to meet with Mr. and Mrs. King.

Councilmember Siakel stated that she does not see a hardship in this case and questions if what has been recommended to handle the water run-off is enough. Councilmember Callies asked if he shed was located in a spot where a variance was not needed, if there would still be the same drainage issues. City Engineer Budde stated that if the shed was never reconstructed, it would be exactly what it was out there. He noted that keeping the same size and moving it over slightly tweaks things, but not very significantly from an impervious surface and watershed run-off.

City Attorney Keane clarified that the variance standard is practical difficulty and not hardship. Councilmember Gorham asked for more information on the practical difficulty that was cited by the applicant of the shape of the lot.

Planning Director Darling stated that the applicant stated that they have more setbacks than are typical because they have both the regular front and rear setbacks, but also the side yard, as well as the setback to the ordinary high-water level which reduces the area where they can put a shed on the property. She explained that because their driveway access point is on the far east side, the applicant's point is that it makes the most logical place to put a shed and car port.

City Engineer Budde stated that it is part of the conditions to direct the water to the west of the structure, so if they did not do that, they are not meeting the conditions of the building permit.

Councilmember Siakel asked what kind of follow up the City would do to ensure that is occurring. Planning Director Darling explained the building permit process and the accompanying inspections at the beginning and end of the project. She stated that the Council could add more



specific language on the final inspection, for example that the driveway and improvements need to be in place at the time of final inspection.

Councilmember Callies asked why the applicant would not just hire their own engineer to make sure the drainage is handled correctly and questioned why the City would be doing that with their own engineers. She stated that she wonders why they wouldn't have someone verify the drainage for the new structure regardless of the old structure.

City Engineer Budde stated that the way staff is looking at it is that they are not meeting a threshold that anyone would normally need to do. He explained that they are not adding, for example, a thousand square feet of impervious surface, which would normally push this to the point of where it would be required. He stated that because this is a variance, the City could require them to do that, but it has not triggered it from the staff review perspective.

City Engineer Budde stated that this solution does not direct all of the water away from the neighbor to the north. He stated that in a big storm event, such as a 10- or 100-year event, they will probably still see water run in the same path it has historically moved. This is designed to address as much of the nuisance water that is coming down the driveway and snow melt that can easily be directed to the west.

**Johnson moved, Gorham seconded, Adopting RESOLUTION NO. 21-110, "A Resolution Approving a Variance for Side and Rear Yard Setbacks for an Accessory Structure at Property Located at 27460 Maple Ridge Lane, with an additional condition of a final inspection of drainage after the driveway is completed." All in favor, motion passed.**

**D. Fence C.U.P.**  
**Applicant: Alec Walsh**  
**Location: 5660 Minnetonka Drive**

Planning Director Darling explained that the applicant has requested a C.U.P. to install a six-foot fence along an arterial roadway where a four-foot fence is allowed without a C.U.P. She reviewed the criteria for a C.U.P. to be considered in this location. She stated that the plans submitted by the applicant include a row of arbor vitae along the street side of the fence. The Planning Commission unanimously recommended approval.

Alec Walsh, 5660 Minnetonka Drive, stated that he just moved to Shorewood from Chaska and noted that the home had been left to be decrepit for about thirty years. He stated that he thinks an average person would have bulldozed the home to the ground, but he has a master's degree in architecture and saw that the bones were good. He stated that he has renovated the house and now, the next step in the process is the yard. He explained that as of today, he has put one-hundred and fifty thousand dollars into the property and believes he has done a lot to alleviate the blight that was in the neighborhood. He stated that he assisted when a bicyclist was hit by a car at that corner about four months ago and the reason the driver said they hit them was because all the dense buckthorn that was growing over from his yard. He stated that he thinks he has done a lot in terms of helping visibility. He stated that he is asking for the C.U.P. to provide some privacy.

Councilmember Siakel stated that she thinks Mr. Walsh has done a great job with this property and noted that she drives by almost every day and watches the improvements happening and



noted that she believes it looks way better than it used to. She stated that she thinks the request for a C.U.P. in this instance is totally reasonable.

**Johnson moved, Siakel seconded, Adopting RESOLUTION NO. 21-111, “A Resolution Approving a Conditional Use Permit for a Fence for the Property Located at 5660 Minnetonka Drive.” All in favor, motion passed.**

**8. ENGINEERING/PUBLIC WORKS**

**9. GENERAL/NEW BUSINESS**

**A. Approve AFSCME Contract with Public Works**

City Administrator Lerud explained that following a meeting with the union bargaining team, there are proposed contract amendments for the three-year contract covering the years 2022 through 2024. Staff recommends approval.

**Siakel moved, Johnson seconded, Adopting RESOLUTION NO. 21-112, “A Resolution Approving a Contract with AFSCME, Council 5, Local 225, Shorewood Public Works Employees.” All in favor, motion passed.**

**B. Utility Rates Review**

Finance Director Rigdon explained that the City reviews the utility rates annually to ensure that revenues are sufficient to cover expenses. When the city began work on the capital improvement plan several years ago, it was planned for annual rate increases for several years to cover the debt service and additional work being done in the enterprise funds. This proposed increase is in line with what was previously planned. He gave a brief overview of the enterprise funds and a utility rate analysis. He said staff recommends approval.

Councilmember Gorham asked how the City’s rates stack up compared to other cities the same size. Finance Director Rigdon stated that the City is low on the water end but ‘competitive’ with stormwater and sewer.

**Siakel moved, Johnson seconded, Adopting ORDINANCE NO.583, “An Ordinance Titled “Utility Service Charges” All in favor, motion carried.**

**10. STAFF AND COUNCIL REPORTS**

**A. Administrator and Staff**

Public Works Director Brown stated that there was a large crane parked at the east water tower earlier today that is a vendor making some changes within the C.U.P. to the top of the tower.

City Engineer Budde stated that the Covington Watermain project will begin next week and will involve a full road closure for about three weeks. He stated that there have been notices sent out to residents in the area. He stated that MnDot is doing their Highway 7 project and he recently found out that the signal system at Old Market and Highway 7 will not be replaced until next spring or summer due to material delays with the project. He stated that the existing signal will stay up and functioning, but the system will be replaced next year.



City Administrator Lerud explained that several months ago there was a work session regarding the Excelsior overcharge situation. There have been a few conversations with them since that time and their latest proposal is requesting to do mediation and noted that staff feels that is a good way to work through this issue.

There was consensus of the Council to proceed with mediation in the overcharge situation with the City of Excelsior.

**B. Mayor and City Council**

Councilmember Callies noted that there is no speed limit signage on Radisson Road and asked if something could be put up since people are using it because of the Highway 7 project. She stated that she has gotten feedback from residents that people are speeding through the area.

Public Works Director Brown stated that they will review the issue.

Councilmember Johnson stated that he was planning to make a similar comment regarding road closures. He stated that it is almost like it has created an island with Highway 7 closed, Tanager bridge out, and now, Minnetonka Boulevard as well. He expressed his desire for a better way to coordinate with MnDot on some of these decisions.

Mayor Labadie stated that she recently attended the Area Mayor's meeting with the school superintendent. She stated that the school has released the results of a parent satisfaction survey which includes information related to bullying and is very interesting. She stated that if people are interested it is posted on the school's website. She thanked Public Works, City Clerk/HR Director Thone, and Communications Director Moore for their work to support Chanhassen fire fighter Doug Foote. She stated that he is a Shorewood resident that recently walked through the City to bring attention to the need for fire fighter improvements, awareness for mental health issues and stress, heart and lung issues, and cancers caused by fire fighting. She stated that she was also able to serve as a judge for the apple pie contest at Apple Days.

**11. ADJOURN**

**Johnson moved, Gorham seconded, Adjourning the City Council Regular Meeting of September 27, 2021, at 9:40 P.M. All in favor, motion passed.**

**ATTEST:**

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

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





#2 C

MEETING TYPE  
Regular Meeting

## City of Shorewood Council Meeting Item

**Title / Subject:** Verified Claims

**Meeting Date:** October 12, 2021

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

**Attachments:** Claims lists

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**Policy Consideration:**

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

**Background:**

Claims for council authorization.

<b>67048 - 67073 &amp; ACH</b>	<b>295,281.50</b>
<b>Total Claims</b>	<b>\$295,281.50</b>

We have also included a payroll summary for the payroll period ending **September 27, 2021**.

**Financial or Budget Considerations:**

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

**Options:**

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

**Recommendation / Action Requested:**

Staff recommends approval of the claims list as presented.

**Next Steps and Timelines:**

Checks will be distributed following approval.



# Payroll

## G/L Distribution Report

User: mnguyen

Batch: 00002.09.2021 - PR-09-27-2021

CITY OF SHOREWOOD



Account Number	Debit Amount	Credit Amount	Description
FUND 101	General Fund		
101-00-1010-0000	0.00	72,982.79	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	13,180.38	0.00	FULL-TIME REGULAR
101-13-4103-0000	678.80	0.00	PART-TIME
101-13-4121-0000	1,039.43	0.00	PERA CONTRIB - CITY SHARE
101-13-4122-0000	1,033.33	0.00	FICA CONTRIB - CITY SHARE
101-13-4131-0000	2,055.74	0.00	EMPLOYEE INSURANCE - CITY
101-13-4151-0000	77.84	0.00	WORKERS COMPENSATION
101-15-4101-0000	5,456.04	0.00	FULL-TIME REGULAR
101-15-4121-0000	409.21	0.00	PERA CONTRIB - CITY SHARE
101-15-4122-0000	416.69	0.00	FICA CONTRIB - CITY SHARE
101-15-4131-0000	607.47	0.00	EMPLOYEE INSURANCE - CITY
101-15-4151-0000	30.06	0.00	WORKERS COMPENSATION
101-18-4101-0000	7,970.54	0.00	FULL-TIME REGULAR
101-18-4121-0000	597.80	0.00	PERA CONTRIB - CITY SHARE
101-18-4122-0000	578.21	0.00	FICA CONTRIB - CITY SHARE
101-18-4131-0000	1,014.86	0.00	EMPLOYEE INSURANCE - CITY
101-18-4151-0000	33.85	0.00	WORKERS COMPENSATION
101-24-4101-0000	3,618.47	0.00	FULL-TIME REGULAR
101-24-4121-0000	271.38	0.00	PERA CONTRIB - CITY SHARE
101-24-4122-0000	277.49	0.00	FICA CONTRIB - CITY SHARE
101-24-4131-0000	671.93	0.00	EMPLOYEE INSURANCE - CITY
101-24-4151-0000	19.43	0.00	WORKERS COMPENSATION
101-32-4101-0000	16,782.52	0.00	FULL-TIME REGULAR
101-32-4102-0000	226.40	0.00	OVERTIME
101-32-4105-0000	818.16	0.00	STREET PAGER PAY
101-32-4121-0000	1,337.04	0.00	PERA CONTRIB - CITY SHARE
101-32-4122-0000	1,244.73	0.00	FICA CONTRIB - CITY SHARE
101-32-4131-0000	2,708.98	0.00	EMPLOYEE INSURANCE - CITY
101-32-4151-0000	873.29	0.00	WORKERS COMPENSATION
101-33-4101-0000	196.78	0.00	FULL-TIME REGULAR
101-33-4121-0000	14.73	0.00	PERA CONTRIB - CITY SHARE
101-33-4122-0000	28.27	0.00	FICA CONTRIB - CITY SHARE



Account Number	Debit Amount	Credit Amount	Description
101-33-4131-0000	280.85	0.00	EMPLOYEE INSURANCE - CITY
101-33-4151-0000	19.64	0.00	WORKERS COMPENSATION
101-52-4101-0000	3,699.79	0.00	FULL-TIME REGULAR
101-52-4121-0000	277.49	0.00	PERA CONTRIB - CITY SHARE
101-52-4122-0000	279.24	0.00	FICA CONTRIB - CITY SHARE
101-52-4131-0000	825.34	0.00	EMPLOYEE INSURANCE - CITY
101-52-4151-0000	203.51	0.00	WORKERS COMPENSATION
101-53-4101-0000	1,080.99	0.00	FULL-TIME REGULAR
101-53-4121-0000	81.07	0.00	PERA CONTRIB - CITY SHARE
101-53-4122-0000	83.98	0.00	FICA CONTRIB - CITY SHARE
101-53-4131-0000	16.61	0.00	EMPLOYEE INSURANCE - CITY
101-53-4151-0000	16.48	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>72,982.79</b>	<b>72,982.79</b>	
FUND 201	Shorewood Comm. & Event Center		
201-00-1010-0000	0.00	2,787.50	CASH AND INVESTMENTS
201-00-4101-0000	1,856.36	0.00	FULL-TIME REGULAR
201-00-4103-0000	512.57	0.00	PART-TIME
201-00-4121-0000	168.22	0.00	PERA CONTRIB - CITY SHARE
201-00-4122-0000	183.12	0.00	FICA CONTRIB - CITY SHARE
201-00-4131-0000	24.91	0.00	EMPLOYEE INSURANCE - CITY
201-00-4151-0000	42.32	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>2,787.50</b>	<b>2,787.50</b>	
FUND 601	Water Utility		
601-00-1010-0000	0.00	10,325.35	CASH AND INVESTMENTS
601-00-4101-0000	7,208.76	0.00	FULL-TIME REGULAR
601-00-4105-0000	409.08	0.00	WATER PAGER PAY
601-00-4121-0000	571.32	0.00	PERA CONTRIB - CITY SHARE
601-00-4122-0000	552.12	0.00	FICA CONTRIB - CITY SHARE
601-00-4131-0000	1,336.71	0.00	EMPLOYEE INSURANCE - CITY
601-00-4151-0000	247.36	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>10,325.35</b>	<b>10,325.35</b>	
FUND 611	Sanitary Sewer Utility		
611-00-1010-0000	0.00	9,220.58	CASH AND INVESTMENTS
611-00-4101-0000	6,284.21	0.00	FULL-TIME REGULAR
611-00-4102-0000	204.54	0.00	OVERTIME
611-00-4105-0000	409.08	0.00	SEWER PAGER PAY
611-00-4121-0000	517.36	0.00	PERA CONTRIB - CITY SHARE
611-00-4122-0000	496.38	0.00	FICA CONTRIB - CITY SHARE
611-00-4131-0000	1,091.73	0.00	EMPLOYEE INSURANCE - CITY



Account Number	Debit Amount	Credit Amount	Description
611-00-4151-0000	217.28	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>9,220.58</b>	<b>9,220.58</b>	
FUND 621	Recycling Utility		
621-00-1010-0000	0.00	541.50	CASH AND INVESTMENTS
621-00-4101-0000	397.84	0.00	FULL-TIME REGULAR
621-00-4121-0000	29.83	0.00	PERA CONTRIB - CITY SHARE
621-00-4122-0000	30.62	0.00	FICA CONTRIB - CITY SHARE
621-00-4131-0000	81.79	0.00	EMPLOYEE INSURANCE - CITY
621-00-4151-0000	1.42	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>541.50</b>	<b>541.50</b>	
FUND 631	Storm Water Utility		
631-00-1010-0000	0.00	2,598.20	CASH AND INVESTMENTS
631-00-4101-0000	1,937.24	0.00	FULL-TIME REGULAR
631-00-4121-0000	145.30	0.00	PERA CONTRIB - CITY SHARE
631-00-4122-0000	145.99	0.00	FICA CONTRIB - CITY SHARE
631-00-4131-0000	299.66	0.00	EMPLOYEE INSURANCE - CITY
631-00-4151-0000	70.01	0.00	WORKERS COMPENSATION
<b>FUND Total:</b>	<b>2,598.20</b>	<b>2,598.20</b>	
FUND 700	Payroll Clearing Fund		
700-00-1010-0000	98,455.92	0.00	CASH AND INVESTMENTS
700-00-2170-0000	0.00	46,302.75	GROSS PAYROLL CLEARING
700-00-2171-0000	0.00	11,478.67	HEALTH INSURANCE PAYABLE
700-00-2172-0000	0.00	6,401.48	FEDERAL WITHHOLDING PAYABLE
700-00-2173-0000	0.00	3,035.45	STATE WITHHOLDING PAYABLE
700-00-2174-0000	0.00	10,962.96	FICA/MEDICARE TAX PAYABLE
700-00-2175-0000	0.00	10,192.36	PERA WITHHOLDING PAYABLE
700-00-2176-0000	0.00	5,700.00	DEFERRED COMPENSATION
700-00-2177-0000	0.00	1,852.49	WORKERS COMPENSATION
700-00-2183-0000	0.00	1,208.92	HEALTH SAVINGS ACCOUNT
700-00-2184-0000	0.00	872.84	DENTAL DELTA
700-00-2185-0000	0.00	448.00	DENTAL - UNION
<b>FUND Total:</b>	<b>98,455.92</b>	<b>98,455.92</b>	
<b>Report Total:</b>	<b>196,911.84</b>	<b>196,911.84</b>	



# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
 Printed: 09/27/2021 - 11:52AM  
 Batch: 00005.09.2021 - PR-09-27-2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND			Check Sequence: 1	ACH Enabled: True
September-2021	PR Batch 00002.09.2021 Dental - Union	448.00	09/27/2021	700-00-2185-0000	PR Batch 00002.09.2021 Dental - Union
	Check Total:	448.00			
Vendor: 1084	BANK VISTA			Check Sequence: 2	ACH Enabled: True
PR-09-27-2021	PR Batch 00002.09.2021 HSA-BANK VISTA	276.92	09/27/2021	700-00-2183-0000	PR Batch 00002.09.2021 HSA-BANK VIS
	Check Total:	276.92			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 3	ACH Enabled: True
PR-09-27-2021	PR Batch 00002.09.2021 Federal Income Tax	6,401.48	09/27/2021	700-00-2172-0000	PR Batch 00002.09.2021 Federal Income T
PR-09-27-2021	PR Batch 00002.09.2021 FICA Employee Portio	4,442.51	09/27/2021	700-00-2174-0000	PR Batch 00002.09.2021 FICA Employee i
PR-09-27-2021	PR Batch 00002.09.2021 FICA Employer Portio	4,442.51	09/27/2021	700-00-2174-0000	PR Batch 00002.09.2021 FICA Employer I
PR-09-27-2021	PR Batch 00002.09.2021 Medicare Employee Pc	1,038.97	09/27/2021	700-00-2174-0000	PR Batch 00002.09.2021 Medicare Emplo
PR-09-27-2021	PR Batch 00002.09.2021 Medicare Employer Po	1,038.97	09/27/2021	700-00-2174-0000	PR Batch 00002.09.2021 Medicare Emplo
	Check Total:	17,364.44			
Vendor: 6	HEALTH PARTNERS-MEDICAL			Check Sequence: 4	ACH Enabled: True
September-2021	PR Batch 00001.09.2021 Health Ins - CoPay-1	4,220.00	09/13/2021	700-00-2171-0000	PR Batch 00001.09.2021 Health Ins - CoP:
September-2021	PR Batch 00001.09.2021 Health Insurance-HSA-	5,780.00	09/13/2021	700-00-2171-0000	PR Batch 00001.09.2021 Health Insurance-
September-2021	PR Batch 00002.09.2021 Health Ins - CoPay-2	4,805.22	09/27/2021	700-00-2171-0000	PR Batch 00002.09.2021 Health Ins - CoP:
September-2021	PR Batch 00002.09.2021 Health Insurance-HSA-	6,673.45	09/27/2021	700-00-2171-0000	PR Batch 00002.09.2021 Health Insurance-
	Check Total:	21,478.67			
Vendor: 1166	HEALTHPARTNER-DENTAL			Check Sequence: 5	ACH Enabled: True
Sept-2021-COBRA	Sept-COBRA-Patti H.	45.94	09/27/2021	700-00-2184-0000	PR Batch 00002.09.2021 Dental - Non Uni
September-2021	PR Batch 00002.09.2021 Dental - Non Union	872.84	09/27/2021	700-00-2184-0000	PR Batch 00002.09.2021 Dental - Non Uni
	Check Total:	918.78			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457			Check Sequence: 6	ACH Enabled: True



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
PR-09-27-2021	PR Batch 00002.09.2021 Deferred Comp-ICMA	3,075.00	09/27/2021	700-00-2176-0000	PR Batch 00002.09.2021 Deferred Comp-I
	Check Total:	3,075.00			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 7	ACH Enabled: True
PR-09-27-2021	PR Batch 00002.09.2021 State Income Tax	3,035.45	09/27/2021	700-00-2173-0000	PR Batch 00002.09.2021 State Income Tax
	Check Total:	3,035.45			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 8	ACH Enabled: True
PR-09-27-2021	PR Batch 00002.09.2021 Deferred Comp-MSRS	2,475.00	09/27/2021	700-00-2176-0000	PR Batch 00002.09.2021 Deferred Comp-1
PR-09-27-2021	PR Batch 00002.09.2021 Deferred Comp-MSRS	150.00	09/27/2021	700-00-2176-0000	PR Batch 00002.09.2021 Deferred Comp-1
	Check Total:	2,625.00			
Vendor: 665	OPTUM BANK			Check Sequence: 9	ACH Enabled: True
PR-09-27-2021	PR Batch 00002.09.2021 HSA-OPTUM BANK	932.00	09/27/2021	700-00-2183-0000	PR Batch 00002.09.2021 HSA-OPTUM B.
	Check Total:	932.00			
Vendor: 9	PERA			Check Sequence: 10	ACH Enabled: True
PR-09-27-2021	PR Batch 00002.09.2021 MN-PERA Deduction	4,732.18	09/27/2021	700-00-2175-0000	PR Batch 00002.09.2021 MN-PERA Dedu
PR-09-27-2021	PR Batch 00002.09.2021 MN PERA Benefit Em	5,460.18	09/27/2021	700-00-2175-0000	PR Batch 00002.09.2021 MN PERA Benef
	Check Total:	10,192.36			
	Total for Check Run:	60,346.62			
	Total of Number of Checks:	10			



# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
Printed: 10/06/2021 - 9:14AM  
Batch: 00001.10.2021 - CC-10-12-2021-Midwest Mailing



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 1	ACH Enabled: True
3rd Qtr-2021-Inv7920.	Utility-Postage	371.26	10/01/2021	601-00-4208-0000	
3rd Qtr-2021-Inv7920.	Utility-Svc	89.80	10/01/2021	601-00-4400-0000	
3rd Qtr-2021-Inv7920.	Utility-Postage	371.26	10/01/2021	611-00-4208-0000	
3rd Qtr-2021-Inv7920.	Utility-Svc	89.80	10/01/2021	611-00-4400-0000	
3rd Qtr-2021-Inv7920.	Utility-Postage	371.26	10/01/2021	621-00-4208-0000	
3rd Qtr-2021-Inv7920.	Utility-Svc	89.80	10/01/2021	621-00-4400-0000	
3rd Qtr-2021-Inv7920.	Utility-Postage	371.29	10/01/2021	631-00-4208-0000	
3rd Qtr-2021-Inv7920.	Utility-Svc	89.80	10/01/2021	631-00-4400-0000	
79190	Newsletter Svc	21.88	10/01/2021	101-13-4400-0000	
	Check Total:	1,866.15			
	Total for Check Run:	1,866.15			
	Total of Number of Checks:	1			



# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
Printed: 10/06/2021 - 2:01PM  
Batch: 00002.10.2021 - CC-10-12-2021



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 105 INV260023	ADVANCED IMAGING SOLUTIONS Konica Minolta/C658 Copier	35.00	10/06/2021	Check Sequence: 1 101-19-4221-0000	ACH Enabled: True
	Check Total:	35.00			
Vendor: 817 2910	ARCPOINT LABS OF EDEN PRAIRIE Drug Testing	88.00	10/06/2021	Check Sequence: 2 101-32-4305-0000	ACH Enabled: False
	Check Total:	88.00			
Vendor: UB*00435	Art Craft Homes, Inc. Refund Check	117.14	10/06/2021	Check Sequence: 3 631-00-2010-0000	ACH Enabled: False
	Check Total:	117.14			
Vendor: 950 23271735.00-17 23271735.00-18	BARR ENGINEERING COMPANY Grant Street Pond Grant Street Pond	1,008.00 4,162.50	10/06/2021 10/06/2021	Check Sequence: 4 631-00-4303-0000 631-00-4303-0000	ACH Enabled: True
	Check Total:	5,170.50			
Vendor: 458 2021-Phone	BRETT BAUMANN 2021-Phone	360.00	10/06/2021	Check Sequence: 5 101-32-4321-0000	ACH Enabled: True
	Check Total:	360.00			
Vendor: 1102 PV#4-Final-B.Pk	BITUMINOUS ROADWAYS, INC PV\$4-Final - Badger Park Tennis Court Reconst	15,320.20	10/06/2021	Check Sequence: 6 402-00-4680-0000	ACH Enabled: False
	Check Total:	15,320.20			
Vendor: 677 244059 277041	BOLTON & MENK, INC. MS4 Administration Catchbasin & Culvert Repairs	5,660.00 278.00	10/06/2021 10/06/2021	Check Sequence: 7 631-00-4302-0009 631-00-4303-0000	ACH Enabled: True



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
277042	Catchbasin & Culvert Repairs	1,830.00	10/06/2021	631-00-4303-0000	
277043	General Engineering	10,141.50	10/06/2021	101-31-4303-0000	
277044	Mill & Overlay	17,592.00	10/06/2021	413-00-4303-0000	
277045	Badger Park	350.00	10/06/2021	402-00-4680-0000	
277046	Beverly Drive Wetland	666.00	10/06/2021	631-00-4303-0000	
277047	Birch Bluff St-Utility Imprvmt	8,175.00	10/06/2021	414-00-4303-0000	
277048	Boulder Bridge Well Inspection	2,942.00	10/06/2021	601-00-4303-0000	
277049	Christmas Lake Boat Landing	927.00	10/06/2021	402-00-4680-0000	
277050	Covington Road Watermain	2,555.00	10/06/2021	601-00-4303-0000	
277051	Smithtown Pond-Data Requests	641.00	10/06/2021	101-31-4303-0000	
277052	GIS-Utilities	1,823.67	10/06/2021	601-00-4303-0000	
277052	GIS-Utilities	1,823.67	10/06/2021	611-00-4303-0000	
277052	GIS-Utilities	1,823.66	10/06/2021	631-00-4303-0000	
277053	Glen Rd-Manitou Ln-Amlee Rd St	25,091.00	10/06/2021	407-00-4303-0000	
277055	Grant Street Drainage	258.00	10/06/2021	631-00-4303-0000	
277056	Howards Point Road Utility	125.00	10/06/2021	631-00-4303-0000	
277057	Lift Station 9 Rehabilitation	648.00	10/06/2021	611-00-4303-0000	
277058	Mary Lake Outlet	5,569.00	10/06/2021	631-00-4303-0000	
277060	Shady Island Bridge Forcemain	635.00	10/06/2021	611-00-4303-0000	
277061	Shorewood Oaks Drainage	172.00	10/06/2021	631-00-4303-0000	
277062	Smithtown Pond	24,570.00	10/06/2021	631-00-4303-0000	
277063	South Lake Minnetonka Improve	59.00	10/06/2021	101-00-3414-0000	
277064	Strawberry Ln St Reconst & Trl	11,898.00	10/06/2021	409-00-4303-0000	
277065	Sweetwater Cur Watermain	400.00	10/06/2021	601-00-4303-0000	
277066	Wiltsey Lane	430.00	10/06/2021	404-00-4303-0000	
	Check Total:	127,083.50			
Vendor: 125	BOYER FORD TRUCKS			Check Sequence: 8	ACH Enabled: True
001S3512	Fuel Issues Mobile Svc	455.62	10/06/2021	101-32-4221-0000	
002P4946	Mirror Insurance Claim	816.04	10/06/2021	101-32-4221-0000	
007P15008	Oil	156.28	10/06/2021	101-32-4221-0000	
02P4400	Oil	28.58	10/06/2021	101-32-4221-0000	
02P4404	Oil	0.88	10/06/2021	101-32-4221-0000	
	Check Total:	1,457.40			
Vendor: 136	CENTERPOINT ENERGY			Check Sequence: 9	ACH Enabled: True
09-30-2021	5755 Country Club Rd	31.98	10/06/2021	101-19-4380-0000	
09-30-2021	24200 Smithtown Rd	111.11	10/06/2021	101-32-4380-0000	
09-30-2021	6000 Eureka Road	25.25	10/06/2021	101-52-4380-0000	
09-30-2021	20405 Knightsbridge Rd	31.53	10/06/2021	601-00-4394-0000	
09-30-2021	28125 Boulder Bridge	35.88	10/06/2021	601-00-4396-0000	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
79456885-092421	5735 Country Club Rd-SCEC	57.41	10/06/2021	201-00-4380-0000	
86501806-092421	20630 Manor Rd	19.00	10/06/2021	101-52-4380-0000	
	Check Total:	312.16			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 10	ACH Enabled: False
3rd Qtr-2021-Water	Quarterly Water Usage	5,898.07	10/06/2021	601-00-4261-0000	
	Check Total:	5,898.07			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 11	ACH Enabled: True
854945	Land Survey	47.60	10/06/2021	101-18-4351-0000	
854946	Becker CUP	41.65	10/06/2021	101-18-4351-0000	
854947	Comprehensive Plan	41.65	10/06/2021	101-18-4351-0000	
855102	Comprehensive Plan	26.99	10/06/2021	101-18-4351-0000	
	Check Total:	157.89			
Vendor: 184	GREGORY FASCHING			Check Sequence: 12	ACH Enabled: True
2021-Phone	2021-Phone	360.00	10/06/2021	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 1060	GENERAL SECURITY SERVICES CORPORA			Check Sequence: 13	ACH Enabled: True
414418	City Hall - Service Hall/Key Fob Opener	670.97	10/06/2021	101-19-4223-0000	
	Check Total:	670.97			
Vendor: 200	GOPHER STATE ONE CALL			Check Sequence: 14	ACH Enabled: True
1090737	Monthly Rental	158.85	10/06/2021	601-00-4400-0000	
1090737	Monthly Rental	158.85	10/06/2021	611-00-4400-0000	
1090737	Monthly Rental	158.85	10/06/2021	631-00-4400-0000	
	Check Total:	476.55			
Vendor: 417	ROBERT HANSON			Check Sequence: 15	ACH Enabled: True
2021-Phone	2021-Phone	360.00	10/06/2021	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 861	CHRISTOPHER HEITZ			Check Sequence: 16	ACH Enabled: True
2021-Phone	2021-Phone	360.00	10/06/2021	101-32-4321-0000	
	Check Total:	360.00			



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 985	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 17	ACH Enabled: False
1000172491	REC0001086-MonthlySubscription	12.50	10/06/2021	101-31-4303-0000	RecordEase Payment
	Check Total:	12.50			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 18	ACH Enabled: True
20101207	SCEC - Mats	68.70	10/06/2021	201-00-4400-0000	
20103835	City Hall - Mats	187.23	10/06/2021	101-19-4400-0000	
	Check Total:	255.93			
Vendor: 1210	TYLER & KAITLIN KERBER			Check Sequence: 19	ACH Enabled: False
24705AmleeRd	24705 Amlee Road- Easement Acquisition	10,000.00	10/06/2021	407-00-4610-0000	
	Check Total:	10,000.00			
Vendor: 1151	TIMOTHY MARK KOSEK			Check Sequence: 20	ACH Enabled: False
2021-Phone	2021-Phone	360.00	10/06/2021	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 247	DREW KRIESEL			Check Sequence: 21	ACH Enabled: False
September-2021	Building Maint. Services	524.00	10/06/2021	201-00-4400-0000	
September-2021	Building General Supplies Exp	227.98	10/06/2021	201-00-4245-0000	
September-2021	Events Program/Class Services	784.00	10/06/2021	201-00-4248-0000	
	Check Total:	1,535.98			
Vendor: 251	LAKE MINNETONKA CONSERVATION DIST			Check Sequence: 22	ACH Enabled: True
38	Quarterly Levy Payment	8,246.25	10/06/2021	101-11-4433-0000	
	Check Total:	8,246.25			
Vendor: 470	BRADLEY MASON			Check Sequence: 23	ACH Enabled: False
2021-Phone	2021-Phone	360.00	10/06/2021	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 602	MINNESOTA ASSOCIATION OF SENIOR SEI			Check Sequence: 24	ACH Enabled: False
2021-Grout	Membership Dues - Twila Grout	25.00	10/06/2021	101-53-4433-0000	
	Check Total:	25.00			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 25	ACH Enabled: True
3rd Qtr-2021-SalesTax	Quarterly Water Sales Tax -	2,632.00	10/06/2021	601-00-2081-0000	



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,632.00			
Vendor: 305 8777	MNSPECT, LLC Inspection Services	1,400.00	10/06/2021	Check Sequence: 26 101-24-4400-0000	ACH Enabled: True
	Check Total:	1,400.00			
Vendor: 463 1323472-00	MTI DISTRIBUTING INC. Insurance Claim	1,818.98	10/06/2021	Check Sequence: 27 101-32-4221-0000	ACH Enabled: False
	Check Total:	1,818.98			
Vendor: 311 197377-2021	NATIONAL RECREATION & PARK ASSOCIATION 2021-2022 Membership Due - Twila Grout	175.00	10/06/2021	Check Sequence: 28 101-53-4433-0000	ACH Enabled: False
	Check Total:	175.00			
Vendor: 313 September-2021	MICHELLE THU-THAO NGUYEN Mileage Reimbursement	98.38	10/06/2021	Check Sequence: 29 101-15-4331-0000	ACH Enabled: True
	Check Total:	98.38			
Vendor: 1183 39024	NORLING'S LAKE MINNETONKA LANDSCAPE Landscape Svc at 4455 Enchanted Drive-Delores	205.00	10/06/2021	Check Sequence: 30 101-32-4245-0000	ACH Enabled: False
	Check Total:	205.00			
Vendor: 325 1215817 1215818 1215819 1215820 1215821	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	66.60 382.95 66.60 66.60 233.10	10/06/2021 10/06/2021 10/06/2021 10/06/2021 10/06/2021	Check Sequence: 31 101-52-4410-0000 101-52-4410-0000 101-52-4410-0000 101-52-4410-0000 101-52-4410-0000	ACH Enabled: True
	Check Total:	815.85			
Vendor: 903 255691 255691	PERRILL ROWay Web App-Monthly ROWay Web App-Monthly	75.00 75.00	10/06/2021 10/06/2021	Check Sequence: 32 601-00-4400-0000 611-00-4400-0000	ACH Enabled: True
	Check Total:	150.00			
Vendor: 240 September-2021	KENNETH POTTS, PA Prosecution Monthly Services	2,500.00	10/06/2021	Check Sequence: 33 101-16-4304-0000	ACH Enabled: True



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,500.00			
Vendor: 334	CHRISTOPHER POUNDER			Check Sequence: 34	ACH Enabled: False
2021-Phone	2021-Phone	360.00	10/06/2021	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 864	QUALITY FLOW SYSTEMS, INC.			Check Sequence: 35	ACH Enabled: True
41683	Replace L.S. Pump	6,127.00	10/06/2021	611-00-4400-0000	
	Check Total:	6,127.00			
Vendor: 840	RANDY'S ENVIRONMENTAL SERVICES			Check Sequence: 36	ACH Enabled: False
27150Edgewood	27150 Edgewood Road	69.95	10/06/2021	621-00-4400-0026	
	Check Total:	69.95			
Vendor: UB*00433	James Reuter			Check Sequence: 37	ACH Enabled: False
	Refund Check	32.54	10/06/2021	621-00-2010-0000	
	Refund Check	75.92	10/06/2021	611-00-2010-0000	
	Refund Check	32.54	10/06/2021	631-00-2010-0000	
	Check Total:	141.00			
Vendor: 355	SHRED-N-GO INC			Check Sequence: 38	ACH Enabled: False
124886	Shredded Svc	54.75	10/06/2021	101-13-4400-0000	
	Check Total:	54.75			
Vendor: 1181	SPLIT ROCK MANAGEMENT, INC.			Check Sequence: 39	ACH Enabled: True
80302	Custodial Service-CH Building	472.00	10/06/2021	101-19-4400-0000	
80303	Custodial Service-PWs Building	358.00	10/06/2021	101-32-4400-0000	
	Check Total:	830.00			
Vendor: 366	BRUCE STARK			Check Sequence: 40	ACH Enabled: False
2021-Phone	2021-Phone	360.00	10/06/2021	101-32-4321-0000	
	Check Total:	360.00			
Vendor: 296	STATE OF MN-MINNESOTA DEPARTMENT			Check Sequence: 41	ACH Enabled: False
3rd Qtr-2021-SS	Quarterly Water Surcharges	3,745.00	10/06/2021	601-00-2082-0000	
	Check Total:	3,745.00			



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1187 916043900	THE DAVEY TREE EXPERT COMPANY Tree Management Svcs	9,600.00	10/06/2021	Check Sequence: 42 101-32-4400-0000	ACH Enabled: False
	Check Total:	9,600.00			
Vendor: 694 M26771	TIMESAVER OFF SITE SECRETARIAL, INC. Council Meeting	259.00	10/06/2021	Check Sequence: 43 101-13-4400-0000	ACH Enabled: True
	Check Total:	259.00			
Vendor: 380 16097334-GS	TITAN MACHINERY Skid Steer Svc/Repair	834.13	10/06/2021	Check Sequence: 44 101-32-4221-0000	ACH Enabled: False
	Check Total:	834.13			
Vendor: UB*00432	Daniel & Heather Torgerson Refund Check Refund Check Refund Check Refund Check	47.37 23.69 23.68 55.26	10/06/2021 10/06/2021 10/06/2021 10/06/2021	Check Sequence: 45 601-00-2010-0000 631-00-2010-0000 621-00-2010-0000 611-00-2010-0000	ACH Enabled: False
	Check Total:	150.00			
Vendor: 384 13233 13234	TOTAL PRINTING SERVICES Newsletters Inspection Notice	890.00 310.00	10/06/2021 10/06/2021	Check Sequence: 46 101-13-4351-0000 101-13-4351-0000	ACH Enabled: False
	Check Total:	1,200.00			
Vendor: 1083 September-2021	UNIFIRST CORPORATION Uniforms	752.16	10/06/2021	Check Sequence: 47 101-32-4400-0000	ACH Enabled: True
	Check Total:	752.16			
Vendor: 402 11639	WATER CONSERVATION SERVICES, INC. Watermain Leak Detection	324.16	10/06/2021	Check Sequence: 48 601-00-4400-0000	ACH Enabled: True
	Check Total:	324.16			
Vendor: 1150 2021-Phone	LUKE JAMES WEBER 2021-Phone	360.00	10/06/2021	Check Sequence: 49 101-32-4321-0000	ACH Enabled: False
	Check Total:	360.00			
Vendor: UB*00434	Matthew & Kristi Wells			Check Sequence: 50	ACH Enabled: False



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Refund Check	10.03	10/06/2021	611-00-2010-0000	
	Refund Check	4.30	10/06/2021	621-00-2010-0000	
	Refund Check	4.29	10/06/2021	631-00-2010-0000	
	Check Total:	18.62			
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 51	ACH Enabled: True
749102348	24253 Smithtown Rd	2,122.89	10/06/2021	601-00-4395-0000	24253 Smithtown Rd
749117957	5735 Country Club Rd	798.69	10/06/2021	201-00-4380-0000	5735 Country Club Rd
749204593	5755 Country Club Rd	110.73	10/06/2021	101-19-4380-0000	5755 Country Club Rd
749522350	4931 Shady Isalnd Road	43.41	10/06/2021	611-00-4380-0000	4931 Shady Isalnd Road
749522767	28125 Boulder Bridge Drive	1,641.76	10/06/2021	601-00-4396-0000	28125 Boulder Bridge Drive
749615060	5700 County Rd 19	47.94	10/06/2021	101-32-4399-0000	5700 County Rd 19
749615060	5700 County Rd 19 - Unit Light	207.04	10/06/2021	101-32-4399-0000	5700 County Rd 19 - Unit Light
	Check Total:	4,972.46			
Vendor: 413	ZEE MEDICAL SERVICE			Check Sequence: 52	ACH Enabled: True
54090347	First Aid Supplies	208.40	10/06/2021	101-32-4245-0000	
	Check Total:	208.40			
	Total for Check Run:	219,184.88			
	Total of Number of Checks:	52			



# Accounts Payable

## Computer Check Proof List by Vendor

User: mnguyen  
Printed: 10/06/2021 - 2:28PM  
Batch: 00003.10.2021 - CC-10-12-2021-Schlangen



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1211	MICHAEL & JANE SCHLANGEN			Check Sequence: 1	ACH Enabled: False
27120EdgewoodRd	Escrow Refund - 27120 Edgewood Road	15,750.00	10/06/2021	880-00-2200-0000	
	Check Total:	15,750.00			
	Total for Check Run:	15,750.00			
	Total of Number of Checks:	1			





## City of Shorewood Council Meeting Item

**Title / Subject:** Approving 2021-2022 Retail Tobacco Licenses

**Meeting Date:** Tuesday, October 12, 2021

**Prepared by:** Brenda Pricco, Deputy City Clerk

**Reviewed by:** Sandie Thone, City Clerk/HR Director

**Attachments:** Resolution

2D

MEETING TYPE  
Regular  
Meeting

**Background:** Pursuant to Section 302 (Sale of Tobacco) 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 following applicants have successfully submitted a complete application, have successfully passed a background investigation through South Lake Minnetonka Police Department (SLMPD), have paid the current annual tobacco license fee of \$250 and have signed and agreed to the city code requirements. This section of code includes providing access to the police department during regular business hours and an annual compliance check.

The period for renewal of the following licenses to sell tobacco in the City of Shorewood is effective November 1, 2021 to October 31, 2022:

- |                                       |                       |
|---------------------------------------|-----------------------|
| 1) Cub Foods #1636                    | 23800 State Highway 7 |
| 2) Holiday Stationstores, LLC         | 19955 State Highway 7 |
| 3) Lucky's Station                    | 24365 Smithtown Road  |
| 4) Shorewood Cigars and Tobacco, Inc. | 23710 State Highway 7 |
| 5) MGM Wine & Spirits                 | 5660 County Road 19   |
| 6) Cowboy Tobacco                     | 19905 State Highway 7 |

**Financial or Budget Considerations:** The licensing fees collected as revenue offset the expense of issuing the permits pursuant to Shorewood City Master Fee Schedule.

**Recommendation/Action Requested:**

**Motion:** Staff respectfully requests the city council approve the Resolution Approving the 2021-2022 Licenses to Retailers to Sell Tobacco Products for the period of November 1, 2021 through October 31, 2022. **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.

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



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

**RESOLUTION 21-113**

**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, 2021 to October 31, 2022, 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 Cigars and Tobacco, Inc.	23710 State Highway 7
MGM Wine & Spirits	5660 County Road 19
Cowboy Tobacco	19905 State Highway 7

**ADOPTED** by the City Council of the City of Shorewood this 12th day of October 2021

**ATTEST:**

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

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





## City of Shorewood Council Meeting Item

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**Title/Subject:** Accept Final Improvements and Approve Final Payment for Badger Park Tennis Courts; City Project 20-01  
**Meeting Date:** Tuesday October 12, 2021  
**Prepared by:** Andrew Budde, City Engineer  
**Reviewed by:** Larry Brown, Director of Public Works  
**Attachments:** Resolution and Final Payment Application

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**Background:** At the May 26<sup>th</sup> Council Meeting, Council awarded the contract for the Badger Park Tennis Court Reconstruction Project to Bituminous Roadways, Inc. The contract included the reconstruction of the tennis courts and the fencing at Badger Park. The contract also included tennis court striping and surfacing of the newly constructed tennis courts. Bituminous Roadway has completed all work associated with the project and is requesting final payment and acceptance of the work.

Bituminous Roadway has submitted the Minnesota IC-134 Withholdings Affidavit Form and request for final payment.

A resolution accepting the improvements for the Badger Park Tennis Court Reconstruction Project and authorizing final payment is included for Council consideration and approval.

**Financial Considerations:** Bituminous Roadway was awarded the project with a bid for \$179,947.95. The final, completed amount is for \$194,327.81, which includes the cost to upgrade the fencing from galvanized to black vinyl coated in the amount of \$16,520.00.

**Recommendation/Action Requested:** Staff has reviewed the estimate, verified quantities, and recommends approval of the resolution for final acceptance and payment for city project 20-01, the Badger Park Tennis Court Reconstruction Project, and final payment in the amount of \$2,140.14 to Bituminous Roadway, Inc.



**Contractor's Application for Payment**

<b>Owner:</b> <u>City of Shorewood</u>	<b>Owner's Project No.:</b> <u>20-01</u>
<b>Engineer:</b> <u>Philip J. Schrupp</u>	<b>Engineer's Project No.:</b> <u>C16.120797</u>
<b>Contractor:</b> <u>Bituminous Roadways, Inc.</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Badger Park Tennis Court Reconstruction</u>	
<b>Contract:</b> _____	
<b>Application No.:</b> <u>3-Final</u> <b>Application Date:</b> <u>8/26/2021</u>	
<b>Application Period:</b> <u>From</u> <u>8/17/2021</u> <u>to</u> <u>8/25/2021</u>	

1. Original Contract Price	\$ 179,947.95
2. Net change by Change Orders	\$ 16,520.00
3. Current Contract Price (Line 1 + Line 2)	\$ 196,467.95
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 194,327.81
5. Retainage	
a. _____ X \$ 194,327.81 Work Completed	\$ -
b. _____ X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ -
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 194,327.81
7. Less previous payments (Line 6 from prior application)	\$ 168,244.11
8. Amount due this application	\$ 26,083.70
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ 2,140.14

  
**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

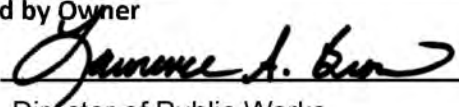
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<b>Contractor:</b> <u>Bituminous Roadways, Inc.</u>	
<b>Signature:</b> _____	<b>Date:</b> <u>9/22/2021</u>

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u>Philip J. Schrupp</u>	<b>By:</b> <u></u>
<b>Title:</b> <u>Project Engineer</u>	<b>Title:</b> <u>Director of Public Works</u>
<b>Date:</b> <u>9/22/2021</u>	<b>Date:</b> <u>10/6/21</u>
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Shorewood						Owner's Project No.:	20-01			
Engineer:	Philip J. Schrupp						Engineer's Project No.:	C16.120797			
Contractor:	Bituminous Roadways, Inc.						Contractor's Project No.:				
Project:	Badger Park Tennis Court Reconstruction										
Contract:											

Application No.:	3-Final	Application Period:	From	08/17/21	to	08/25/21	Application Date:	08/26/21			
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A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
1	MOBILIZATION	1.00	LUMP SUM	7,300.00	7,300.00	1.00	7,300.00		7,300.00	100%	-
2	REMOVE BITUMINOUS PAVEMENT	1,536.00	SQ YD	2.20	3,379.20	1,536.00	3,379.20		3,379.20	100%	-
3	REMOVE CHAIN LINK FENCE	450.00	LIN FT	3.40	1,530.00	450.00	1,530.00		1,530.00	100%	-
4	REMOVE GATE	3.00	EA	150.00	450.00	3.00	450.00		450.00	100%	-
5	REMOVE TENNIS COURT NET POSTS & FOOTINGS	4.00	EA	50.00	200.00	4.00	200.00		200.00	100%	-
6	REMOVE WOOD RETAINING WALL	40.00	LIN FT	13.00	520.00	35.00	455.00		455.00	88%	65.00
7	REMOVE & REPLACE BACKSTOP	1.00	EA	7,865.00	7,865.00	1.00	7,865.00		7,865.00	100%	-
8	SALVAGE & REINSTALL SIGN	2.00	EA	200.00	400.00	0.25	50.00		50.00	13%	350.00
9	COMMON EXCAVATION (EV) (P)	845.00	CU YD	25.60	21,632.00	933.50	23,897.60		23,897.60	110%	(2,265.60)
10	GEOTEXTILE FABRIC TYPE V	1,475.00	SQ YD	1.40	2,065.00	1,451.00	2,031.40		2,031.40	98%	33.60
11	AGGREGATE BASE CL 5 (CV) (P)	350.00	CU YD	33.00	11,550.00	373.10	12,312.30		12,312.30	107%	(762.30)
12	SELECT GRANULAR BORROW (CV) (P)	485.00	CU YD	27.75	13,458.75	496.00	13,764.00		13,764.00	102%	(305.25)
13	TYPE SP 9.5 WEARING COURSE (SPWEA240C)	340.00	TON	95.00	32,300.00	349.23	33,176.85		33,176.85	103%	(876.85)
14	4" CONCRETE WALK	55.00	SQ FT	32.00	1,760.00	56.00	1,792.00		1,792.00	102%	(32.00)
15	4" PERF TP DRAINTILE	555.00	LIN FT	11.00	6,105.00	540.00	5,940.00		5,940.00	97%	165.00
16	4" PVC CLEANOUT	1.00	EA	420.00	420.00	1.00	420.00		420.00	100%	-
17	COMMON TOPSOIL BORROW (LV)	60.00	CU YD	55.10	3,306.00	30.00	1,653.00		1,653.00	50%	1,653.00
18	SMALL BLOCK RETAINING WALL	175.00	SQ FT	55.00	9,625.00	140.00	7,700.00		7,700.00	80%	1,925.00
19	BIOLOG	160.00	LIN FT	8.00	1,280.00	160.00	1,280.00		1,280.00	100%	-
20	SILT FENCE TYPE MACHINE SLICED	350.00	LIN FT	6.00	2,100.00	200.00	1,200.00		1,200.00	57%	900.00
21	INLET PROTECTION	2.00	EA	300.00	600.00	2.00	600.00		600.00	100%	-
22	EROSION CONTROL BLANKET CAT OW/ MNDOT SEED MIX 25-	350.00	SQ YD	7.22	2,527.00	218.00	1,573.96		1,573.96	62%	953.04
23	EROSION CONTROL BLANKETCAT 0 W/ MNDOT SEED MIX 34-	80.00	SQ YD	10.00	800.00	80.00	800.00		800.00	100%	-
24	TENNIS COURT SURFACE TREATMENT AND STRIPING	1.00	LUMP SUM	10,600.00	10,600.00	1.00	10,600.00		10,600.00	100%	-
25	TENNIS POST SYSTEM	2.00	EACH	2,175.00	4,350.00	2.00	4,350.00		4,350.00	100%	-
26	CHAIN LINK FENCE	450.00	LIN FT	67.50	30,375.00	445.00	30,037.50		30,037.50	99%	337.50
27	CHAIN LINK FENCE PEDESTRIAN GATE	3.00	EA	1,150.00	3,450.00	3.00	3,450.00		3,450.00	100%	-
28	CO #1 BLACK VINYL FENCE	1.00	LUMP SUM	16,520.00	16,520.00	1.00	16,520.00		16,520.00	100%	-
Original Contract Totals					\$ 179,947.95		\$ 194,327.81	\$ -	\$ 194,327.81	108%	\$ 2,140.14



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

**RESOLUTION 21-114**

**A RESOLUTION FOR FINAL ACCEPTANCE AND PAYMENT FOR BADGER PARK  
TENNIS COURT RECONSTRUCTION PROJECT; CITY PROJECT 20-01**

**WHEREAS**, pursuant to the approved award of the Badger Park Tennis Court Reconstruction Project to Bituminous Roadway, Inc. at the May 26<sup>th</sup>, 2021 Council Meeting; and

**WHEREAS**, Bituminous Roadway, Inc. has completed all work in accordance with the awarded contract; and

**WHEREAS**, Bituminous Roadway, Inc. is requesting final payment and acceptance for the work; and

**WHEREAS**, Staff has reviewed the estimate, verified quantities, and recommends final payment and acceptance of the project to Bituminous Roadway, Inc.

**NOW, THEREFORE, BE IT RESOLVED:** the City Council of the City of Shorewood hereby authorize final acceptance and approve final payment to Bituminous Roadway for the Badger Park Tennis Court Reconstruction Project according to the plans and specifications on file in the office of the City Clerk.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD** this 12<sup>th</sup> day of October, 2021.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**





## City of Shorewood Council Meeting Item

#2F

MEETING TYPE  
Regular Meeting

**Title / Subject:** Walnut Grove Villas PUD  
**Amendments to Development Agreement and Extension of Final Plat Approval**

**Applicant:** Stoddard Companies (Senior Housing Ventures, Inc.)

**Location:** Vacant parcel north of Highway 7 between Eureka Road and Seamans Drive

**Meeting Date:** October 12, 2021

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

**Attachments:** Amended Development Agreement  
Resolution 21-072 (Original Approval)  
Resolution 21-115 (Approving an Extension and Amendments to the Development Agreement)

**Background:** Stoddard Companies has submitted their request to extend the approvals to record the final plat for Walnut Grove Villas and to assign the development contract to the builder under an LLC called CCS Walnut Grove Villas, LLC., which would also own the property and file the plat. This new developer would assume all the responsibilities of the development agreement including, but not limited to, the rights to construct the development and the responsible for the financial guarantees and voluntary payments.

Both entities have told staff that they have had delays securing all the necessary permits for the development in the 160-day time-frame specified. The delays do not affect recording the development contract, so staff did not include an extension to that deadline.

The Development Agreement has been modified as follows:

- Opening Paragraph: This section was amended to replace Senior Housing Ventures with CCS Walnut Grove Villas, LLC.
- New Recital F. was included to acknowledge the requested City Council approval of the proposed items this evening.
- A modified Recital G reflects the modified deadline to record the plat and submit the financial guarantees.
- Paragraph 2. Was amended to include resolution 21-115.
- Paragraph 9. Schedule of Work was amended to acknowledge no substantial work will be completed in 2021, which also affects when the landscaping can be completed. The new deadline would be October 31, 2022 for the majority of the work in the development.

**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.*



- Paragraph 33. Notices. Changed to reflect the new developer's contact information.
- Signatures: Amended to reflect the new developer's company on the signature blocks

**Financial or Budget Considerations:** The extension and the amendments have no impact.

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

Action on this request requires a simple majority.

**Next Steps and Timelines:** Should the City Council approve this request, the developer would need to satisfy all conditions of approval as specified in the final plat resolution and development agreement prior to beginning work on the site.



**CITY OF SHOREWOOD  
DEVELOPMENT AGREEMENT**

**WALNUT GROVE VILLAS  
PLANNED UNIT DEVELOPMENT**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the **CITY OF SHOREWOOD**, a Minnesota municipal corporation, hereinafter referred to as the "City", and **CCS WALNUT GROVE VILLAS, LLC**, a Minnesota limited liability corporation, hereinafter referred to as the "Developer," setting forth the rights and obligations of the parties relating to the Walnut Grove PUD and subdivision (the "Project").

**RECITALS**

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

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

And

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

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

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

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

F. The City Council, at its October 12, 2021 meeting, did consider and grant an extension to the Final Plat and PUD Final Stage Plan approval as forth in Resolution No. 21-115 and incorporated herein by reference; and

G. The City hereby approves the final plat on the condition that the Developer enter into this Agreement and record it with the county recorder or registrar by January 8, 2022, and provide the surety required by this agreement and record the plat with the county recorder or registrar of titles by July 12, 2022 or prior to any work being completed on the site consistent with Paragraph 1, below.



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

### **AGREEMENT**

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

2. PUD (Planned Unit Development) Approvals. The Developer shall comply with the conditions of approval as adopted by the City Council and set forth in Resolution No. 20-094, Resolution No. 21-022, Resolution No. 21-072 and Resolution No. 21-115. In addition, development of the PUD is subject to the requirements of the R-1D, Single-Family Residential zoning district, as may be modified herein.

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

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

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

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

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



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

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

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

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

- f. Model home: One model home with a sales office shall be permitted subject to the following:
  - 1) The model home/sales office is allowed until permits are issued for the first 11 homes. At that point, the model home/sales office must be converted to a dwelling and the parking area removed.
  - 2) The permit for the model home shall not be issued until the Developer's engineer certifies the grades on the lot are consistent with the approved plan, the parking/staging area is constructed consistent with the approved signage plan and tree preservation fencing has been re-inspected.
  - 3) If the model home is constructed on fill, the Developer shall submit a soils report from a licensed professional engineer that indicates the soils present on the site and brought in are adequate for the construction of the structure.
  - 4) An off-street parking area with a gravel or asphalt surface shall be constructed with a pathway leading to the model home, with one handicapped accessible space. The unpaved public street shall not be used for access, parking or deliveries for the model home construction.
  - 5) Any lighting for the model home shall be limited by the lighting regulations in Chapter 1201.03 Subd. 2. v. and shall be turned off one hour after the real estate office closes or 8 p.m., whichever is earlier.
  - 6) Temporary signage for the model is limited to a combined total of 30 square feet in no more than two signs. Temporary Sign permits are required prior to installation of the signs.
  - 7) No pennants, banners or streamers shall be installed on the Property.
  - 8) The model home shall not be open to the public until the utility work is complete, including any necessary testing, the first layer of asphalt is installed to the public street and the parking lot is connected to the new public street.
- g. Monuments. The Developer shall post a Surety for the final placement of all subdivision monuments. The Surety is calculated as \$100 per iron. The Surety will be held by the City until the Developer's land surveyor certifies that all irons have



been set following site grading and utility and street construction. In addition, the certificate of survey must also include a certified survey indicating that all irons for a specific lot have either been found or set prior to the issuance of a building permit for that lot.

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

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

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

consistent with the plans and specifications, dated May 20, 2021 and June 8, 2021 prepared by Gronberg and Associates and Anderson Engineering of Minnesota, and all revisions thereto, received and approved by the City Engineer and Planning Director incorporated herein.

The Improvements shall be installed in accordance with the City's subdivision regulations, the City Engineer's Memo, and the City's engineering guidelines/standard detail specifications. The



Developer shall submit plans and specifications, which have been prepared by a competent registered professional engineer, to the City for approval by the City Engineer or designee. The Developer shall instruct its engineer to provide full-time field inspection personnel in order for the Developer's engineer to be able to certify that the construction work meets the approved City standards as a condition of City acceptance. In addition, the City may, at the City's discretion and at the Developer's expense, have one or more City inspectors and a soil engineer inspect the work on a full or part-time basis. The Developer, its contractors and subcontractors, shall follow all instructions received from the City's inspectors. The Developer and/or the Developer's engineer shall provide for on-site project management. The Developer's engineer is responsible for design changes and contract administration between the Developer and the Developer's contractor.

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

The Developer hereby grants the City, its agents, employees, officers and contractors a license to enter the plat to perform all work and inspections deemed appropriate by the City in conjunction with plat development.

4. Special Conditions of Approval.

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



City has received written certification from the Developer's engineer that the grading for the block where the building is proposed to be located are consistent with the approved grading plan.

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

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

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

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

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

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

If the City determines that the plat does not comply, the City may, at its option, refuse to allow construction or development work in the plat until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

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

7. Standards of Construction. The Developer agrees that all the Improvements, shall equal or exceed customary City construction and engineering standards, shall be constructed and installed



in accordance with engineering plans and specifications approved by the City Engineer and the requirements of applicable City ordinances, and that all work shall be subject to final inspection and approval by the City Engineer.

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

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

Landscaping shall be completed as follows: In the outlots and at least 30 feet from any home construction site: by October 31, 2022. On the individual lots and in the outlots within 30 feet of any home construction site shall be completed prior to release of a certificate of occupancy for the applicable home. The Developer may also submit an escrow agreement for the landscaping within the lot, executed by the builder/future homeowner and guarantees submitted as allowed by Section 1201.03 Subd. 2. g. of City Code.

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

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

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

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

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



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

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

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

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

15. Erosion Control. Prior to initiating site grading, the Erosion Control Plan shall be implemented by the Developer and inspected and approved by the City. Erosion control practices must comply with the Minnesota Pollution Control Agency's best management practices. The City may impose additional erosion control requirements if they would be beneficial. All areas disturbed by the excavation and backfilling operations shall be reseeded within 7 days after the completion of the work or in an area that is inactive for up to 7 days unless authorized and approved by the City Engineer in writing. Except as otherwise provided in the Erosion Control Plan, seed shall be in accordance with the City's current seeding standards. All seeded areas shall be fertilized, mulched, and disc-anchored as necessary for seed retention. The parties recognize that time is of the essence in controlling erosion. If the Developer does not comply with the erosion control plan and schedule or supplementary instructions received from the City, the City may take such action as it deems appropriate to control erosion at the Developer's expense. The City will endeavor to notify the Developer in advance of any proposed action, but failure of the City to do so will not affect the Developer's and City's rights or obligations hereunder. If the Developer does not reimburse the City for any cost the City incurred for such work within ten days, the City may draw down the Surety to pay any costs. No development, utility or street construction will be allowed, and no building permits will be issued unless the plat is in full compliance with the approved Erosion Control Plan.

16. Street Maintenance During Construction. The Developer shall be responsible for all street maintenance until the streets are accepted by the City. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and to direct attention to detours. The Developer shall maintain a smooth surface and provide proper surface drainage to ensure that the streets are passable to traffic and emergency vehicles. The Developer shall be responsible for keeping streets within and without the subdivision swept clean of dirt and debris that may spill, track, or wash onto the street from the Developer's operation. The Developer may request, in writing, that the City keep the streets open during the winter months by plowing snow from the



streets prior to final acceptance of said streets. The City shall not be responsible for repairing damage in the development because of snow plowing operations. Providing snow plowing service does not constitute final acceptance of the streets by the City. The Developer shall contract for street cleaning within and immediately adjacent to the development. At a minimum, scraping and sweeping shall take place on a daily basis during grading operations and on a weekly basis thereafter unless directed otherwise by the City, including its employees, inspectors or contractors.

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

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

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

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

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

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

23. Reimbursement of Costs. The Developer shall reimburse the City for all costs, including reasonable engineering, inspection, legal, planning and administrative expenses incurred by the City in connection with all matters relating to the administration and enforcement of the within Agreement and the performance thereof by the Developer. Such reimbursement of costs shall be made within thirty (30) days of the date of mailing of the City's notice of costs to the address set forth in paragraph 34 below. Nonpayment of billings from the City shall be grounds for denial of building permits, including lots sold to third parties, and the halting of all work in the plat.



24. Escrow. Prior to release of the plat for recording, the Developer shall pay to the City an escrow deposit in the amount of \$10,000.00 (the "Escrow"). The Escrow will be deposited on account and remain there until completion of all work related to the subdivision as outlined in paragraph 3. The City reserves the right to apply any portion of the Escrow toward a delinquent payment, emergency repair, or to apply final billing for planning, engineering or legal services paid for by the City. The City shall return to the Developer all excess funds on deposit within 60 days after the completion of the warranty period for the items in paragraph 3.

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

26. Surety for Improvements. For the purpose of assuring and guaranteeing to the City that the Improvements shall be constructed, installed and furnished by the Developer as set forth in paragraph 3 above, according to the terms of this Agreement, and to ensure that the Developer submit to the City as-built plans as required in paragraph 10 and that the Developer pay all claims for work done and materials and supplies furnished for the performance of this Agreement, the Developer agrees to furnish to the City either a cash deposit or an irrevocable letter of credit approved by the City (the "Surety") in an amount equal to 150% of the total cost of said Improvements estimated by the Developer's engineer and approved by the City Engineer.

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

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

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



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

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

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

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

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

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

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

32. Voluntary Contributions. The Developer has proposed to submit voluntary contributions consisting of: a 1) \$105,000 for payments toward road improvements on either Seamans Drive or



Eureka Road, the Freeman Park 2023 Trail Project or other trail enhancements, or the general fund as determined by the City Council; and, 2) \$56,000 for an affordable housing fund, with benefits to be determined by the City Council. The Developer has proposed to submit these contributions in a lump sum at the time the certificate of occupancy is approved for the first home.

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

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

To the Developer:              Tim Brown  
   Vice-President  
   CCS WALNUT GROVE VILLAS, LLC  
   PO Box 219  
   Victoria, MN 55386  
   612-802-6948  
   [tim@schaefco.com](mailto:tim@schaefco.com)

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

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



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

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

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

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

39. Severability. In the event any provisions of this Agreement shall be held invalid, illegal, or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity of the remaining Agreement.



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

41. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota.

42. Successors and Assigns. It is agreed by and between the parties hereto that the Agreement herein contained shall be binding upon and inure to the benefit of their respective legal representatives. The Developer may not assign this Agreement without the written permission of the City Council. The Developer's obligation hereunder shall continue in full force and effect even if the Developer sells one or more lots, the entire plat, or any part of it.

43. Third Parties. Third parties shall have no recourse against the City under this Agreement.

44. Recording. This Agreement shall run with the land and be recorded against the title to the Property. The Developer covenants with the City, its successors and assigns, that the Developer has fee title to the Property being final platted and/or has obtained consents to this Agreement, in the form attached hereto, from all parties who have an interest in the Property; that there are no unrecorded interests in the Property being final platted; and that the Developer will indemnify and hold the City harmless for any breach of the foregoing covenants.



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

CCS WALNUT GROVE VILLAS, LLC.

CITY OF SHOREWOOD

By: \_\_\_\_\_

By: \_\_\_\_\_

Its:

Its: Mayor

**ATTEST:**

By: \_\_\_\_\_

Its: City Administrator

STATE OF MINNESOTA

ss.

COUNTY OF HENNEPIN

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

\_\_\_\_\_  
Notary Public

STATE OF MINNESOTA    )  
  ( ss.  
COUNTY OF HENNEPIN    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_ the \_\_\_\_\_ of CCS Walnut Grove Villas, LLC.. a Minnesota Limited Liability Corporation on its behalf.

\_\_\_\_\_  
NOTARY PUBLIC

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



**FEE OWNER CONSENT TO DEVELOPMENT AGREEMENT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_ )

( ss.

COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
NOTARY PUBLIC



**MORTGAGE CONSENT  
TO  
DEVELOPMENT AGREEMENT**

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF MINNESOTA     )  
  (ss.  
COUNTY OF HENNEPIN    )

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

\_\_\_\_\_  
NOTARY PUBLIC



## **RESOLUTION 21-072**

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

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

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

**WHEREAS**, the property is legally described as:

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

**WHEREAS**, the final plat is consistent with the preliminary plat and the PUD concept and development plans previously approved for the project, and

**WHEREAS**, a development agreement has been prepared as part of the final plat application.

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

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



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



14. The proposed subdivision sign shall not be installed closer than five feet to the public right-of-way and otherwise consistent with the sign regulations and the conditions in the development agreement.

15. The final plat shall expire in 180 days if the Applicant has not recorded the final plat at Hennepin County. The Applicant may request an extension to the approval subject to the requirements of Section 1202.03 Subd. 2. f. (3).

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD** this 12<sup>th</sup> Day of July, 2021.

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

**ATTEST:**

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



## **RESOLUTION 21-115**

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

#### **A RESOLUTION APPROVING AMENDMENTS TO THE DEVELOPMENT AGREEMENT AND AN EXTENSION TO THE FINAL PLAT APPROVAL FOR THE WALNUT GROVE VILLAS PUD LOCATED NORTH OF HIGHWAY 7 BETWEEN EUREKA ROAD AND SEAMANS DRIVE**

**WHEREAS**, the City of Shorewood approved a request on July 12, 2021 from Senior Housing Ventures, Inc. (the "Applicant") for final plat and including a development contract for the property legally described as:

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

**WHEREAS**, Resolution 210-072 included a condition that the approvals would expire in 180 days if the Section 1202.03 Subd. 2. f. (3) of the City Code establishes the deadline for recording the final plat and other required materials as 180 days from the approval of the preliminary plat; and

**WHEREAS**, the 180-day period expires on January 8, 2022, unless an extension is requested subject to Chapter 1202.03 Subd. 3 c; and

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

**WHEREAS**, the Applicant is transitioning their role as developer to "CCS Walnut Grove Villas, LLC" (the "Developer"); and,

**WHEREAS**, the Walnut Grove Villas PUD Development Agreement (the "Agreement") indicates that the applicant may not assign the agreement to any other party without the consent of the City of Shorewood; and,

**WHEREAS**, the City of Shorewood has prepared a revised Agreement assigning all the responsibilities for the contract to the Development Agreement to the Developer.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Shorewood that the deadline to submit the final plat to be called "Walnut Grove Villas", is hereby extended and the Agreement amendments are hereby approved, subject to the following conditions:

1. The Agreement shall be executed and recorded with the county recorder or registrar or titles by January 8, 2022.
2. The final plat approved by the City of Shorewood Resolution 21-072 on July 12, 2021 be recorded with the country recorder or registrar of titles by July 12, 2022 or as specified in the Agreement.



3. All conditions listed in Resolution 21-072 shall be adhered to.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD** this 12th day of October, 2021.

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

**ATTEST:**

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





## City of Shorewood Council Meeting Item

8A

MEETING TYPE  
Regular Meeting

**Title / Subject:** Approve Quote for Water Meter Registry Replacement and Authorize Purchase of Meter Registers, City Project 21-09

Meeting Date: October 12, 2021

Prepared by: Larry Brown, Director of Public Works

Attachments: Quote Package, Low Quote, Resolution

**Background / Previous Action:** In 2007, the City awarded a contract to have furnished and installed radio read water meters. The meters are read utilizing a drive by receiver. Each meter has a small battery in the "Registry Unit" or head of the meter that powers the transmission signal once activated when the drive by receiver is within sufficient proximity to the meter.

The registry unit that contains the battery is a sealed unit. When the meters were originally installed, the batteries were guaranteed for a 20-year period, based on a 0-10 year full replacement warranty and a 10-20 year prorated warranty.

Currently, the city has approximately 250 registry units that have failed to provide a reading. In these cases, the Finance Department reviews the history of each account that has failed and estimates a billing amount based on the historical use for that quarter. It is desirable to minimize having to estimate these types of accounts, both for the customer and for the city. Therefore, the city solicited quotes from two firms for replacement of the registry units. It is noted that the registry unit is separate from the meter body. Occasionally, the meter body may be defective as well. However, this is a much rarer condition. To obtain a unit price for such replacements, the quote also solicited pricing for replacement of 25 meters. The actual quantity of meters will increase or decrease, dependent upon what is determined in the field.

Staff solicited quotes from two firms for the installation (only) of the defective registry units and meters. The registry unit is a proprietary system. Therefore, to seek quotes from more than one firm, the quote package does not include furnishing the registry units. These will be purchased directly by the city and provided to the successful contractor for installation.

A quote package, as shown in Attachment 1, was compiled and issued to two vendors for consideration. Quotes were received on September 22, 2021 and are summarized below.

Firm	Amount of Quote
Midwest Testing, LLC	\$ 26,125
Ferguson Waterworks	\$ 22,125

Table 1

**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 low Quote was provided by Ferguson Waterworks in the amount of \$22,125, as shown in Attachment 2. As noted earlier, this quote is for the time required in setting appointments, managing the customer's experience, troubleshooting the registry or meter, and performing the installation and testing.

The registers and meters are provided to the contractor and will be purchased directly by the City. Therefore, staff is also seeking authorization for purchase of 250 meter registers and 25 meters for the startup of this project. As also noted, the final number will vary by what is found in the field. Under the current warranty conditions, a trade in price and prorated purchase of a new registry unit equates to \$155 per 5/8" meter. Under this trade in, the new register will have a full warranty identical to the initial installation. Where both the meter and registry are to be replaced, the unit costs would equate to \$243 per 5/8" meter. Based on these unit costs, an estimate of the direct expenditure for the city's purchase is shown below in Table 2.

Description	Unit Cost*	Quantity *	Estimated Amount
Registry	\$ 155	250	\$ 38,750
Meter Body and Register	\$ 243	25	\$ 6,750
<b>TOTAL</b>			<b>\$ 44,825</b>

**Table 2**

*\*Note: Final amounts will vary based on field conditions and sizes of meters.*

**Financial or Budget Considerations:** If approved, funding for the quote provided and direct purchase would be provided by the Municipal Water Fund.

**Schedule:** Work with the contractor will commence immediately after award of the quotes. Per the specifications, all work is to be completed by December 15, 2021.

**Staff Recommendation:** Staff is recommending approval of the Resolution that accepts the quote from Ferguson Waterworks for replacement of the water meter registers and meters, in addition to authorizing the purchase by the City of registers and meters as outlined herein.

**Options:**

1. Approve the Resolution which accepts the Agreement.
2. Provide Staff with alternative direction.

**Recommendation / Action Requested:** Staff is recommending Option 1 that approves the resolution be accepted.





# CITY OF SHOREWOOD, MINNESOTA

## Water Meter Register Replacement Project

### Table of Contents

#### Section

- A. Notice to Firms Providing a Quote
- B. Purpose of Request
- C. Project Description
- D. Project Timeline
- E. Scheduling and Working Hours
- F. Personnel Identification
- G. Method of Measurement and Payment
- H. Salvage of Meter Registers and Meter Bodies
- I. Insurance

*Pages*      Quote Form  
*Q1-Q2*

**ATTACHMENT 1**  
**QUOTE FORM**



## **A. Notice to Firms Providing Quotes**

The City of Shorewood is soliciting quotes for replacement of approximately 250 Neptune meter registry units and troubleshooting defective meters located within residential and commercial spaces located within the cities of Shorewood, Excelsior and Deephaven.

Quotes will be received electronically for the above project by Larry Brown, Director of Public Works, by September 22nd, 2021, and shall be submitted electronically in PDF form at [Lbrown@shorewoodpw.com](mailto:Lbrown@shorewoodpw.com) on 4:30 p.m. (CST) on the quote forms provided.

The City of Shorewood reserves the right to reject any or all quotes and to waive any informalities in the quotes.

## **B. Purpose of Request**

The City of Shorewood is seeking Quotes from qualified firms for the removal and replacement of approximately 250 Neptune water meter registers within the Cities of Shorewood, Excelsior, and Deephaven for measuring potable water usage. The scope of this project will also include general troubleshooting of defective meters, and replacement of the entire meter, where needed.

The city supplies potable water to its residents and businesses. Water usage is measured for each customer through an existing Neptune water meter located at each customer's property. There are approximately 250 defective meters located primarily with the City of Shorewood, with some residential units located outside of the Shorewood boundary within the Cities of Excelsior and Deephaven. The purpose of this project is to replace defective registers and troubleshoot any other meter issues to insure successful measurement of water use.

## **C. Project Description**

The City is requesting a Quote for

- (1) Establishing a contact list or database, based upon a listing of addresses and contact information on file, and scheduling an appointment with the property owner to access the property for replacement of the meter register or meter, as needed. The City will be issuing an official initial notice letting customers know of the selected firm, in advance of efforts by the selected firm contacting the customer.
- (2) Replace defective water meter registers with a new unit supplied by the City of Shorewood and verify a signal is received by a Neptune radio read receiver.
- (3) Document meter register MIU number and meter body number of the existing and replacement components on a form supplied by the City.
- (4) Verify radio read signal outside the building using the city supplied Neptune Radio Read unit.



#### **D. Project Timeline**

It is anticipated that the award of the Contract would occur on October 11<sup>th</sup>, 2021 at the Shorewood City Council meeting. Upon award of the contract, the selected firm will be required to complete installation of the registers and meters by December 15, 2021.

#### **E. Scheduling and Working Hours**

Upon Notice to Proceed by the City, the Contractor shall make arrangements with the owner of premises on the list of properties provided by the City, to schedule certain time(s) that the building water meter registry is to be replaced. The City will create and send out initial notification as to the replacement program. The Contractor will be responsible for scheduling appointments with the individual property owners for register or water meter replacement, if necessary. The Contractor shall be responsible for all subsequent notifications.

If required by the owner of the premises, evening hours and weekends shall be utilized if scheduling cannot be accomplished during the day. Any additional costs for evening and/or weekend work shall be incidental to the contract. Working Hours are defined as 7:00 a.m. to 7:00 p.m. Monday through Friday, 8:00 a.m. to 5:00 p.m. Saturdays, with No work permitted on Sundays

If the Contractor has unusual difficulty with the owner of premises for scheduling said work, the Contractor shall notify the City immediately.

#### **F. Personnel Identification**

Each individual of the firm making visits to homes or businesses shall be properly credentialed with an Employee Identification Card that shall include a photo and shall be visible and available upon request by anyone requesting proper identification.

#### **G. Method of Measurement and Payment**

Creation of Customer Database, Making and Managing Customer Appointments, and Travel Costs: All costs associated with creation and maintenance of a customer contact database, managing appointments and travel costs are considered incidental to the Remove and Replace Meter Register item of the Contract, for which no additional compensation will be made.

Remove and Replace Meter Register: The method of measurement and payment shall be on a cost per unit basis, which will include all labor, materials, machinery, and equipment to perform the removal and replacement, as specified.

Remove and Replace Meter Body: The method of measurement and payment shall be on a cost per unit basis, which will include all labor, materials, machinery, and equipment to perform the removal and replacement, as specified.



## H. Salvage of Meter Registers and Meter Bodies

All salvaged materials shall be delivered to the Shorewood Public Works facility located at 24200 Smithtown Road, Shorewood, MN 55331, and shall be considered incidental to the Contract for which no additional compensation will be made.

## I. Insurance

Workers' Compensation and Employer's Liability: Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, Jones Act, stop-gap employer's liability coverage for monopolistic states, and foreign voluntary workers' compensation.

### Worker's Compensation and Related Policies

### Policy limits of not less than:

#### **Workers' Compensation**

State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory

#### **Employer's Liability**

Each accident	\$ 500,000
Each employee	\$ 500,000
Policy limit	\$2,000,000

Commercial General Liability – Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees; and
2. damages insured by reasonably available personal injury liability coverage; and
3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

*Commercial General Liability – Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form).





# City of Shorewood

## Quote Form for Water Meter Registry Replacement

### Instructions for Firms Providing Quote

A. **RECEIPT OF QUOTE: September 22<sup>th</sup>, 2021, 4:30 p.m. (CST)**

B. **QUOTE DESCRIPTION: Water Meter Registry Replacement Project**

C. **PREPARATION AND SUBMISSION OF QUOTES:**

1. The Quote shall be emailed to Larry Brown, Director of Public Works in PDF form to the email address of [Lbrown@shorewoodpw.com](mailto:Lbrown@shorewoodpw.com) by September 22nd, 2021, 4:30 p.m. (CST).
2. Each Quote shall be submitted on the form furnished.
3. Each Firm Providing a Quote must submit a complete Quote package, including the following items:
  1. Quote.
  2. References
  3. Statement of Qualifications
  4. Certification of plumbing license

D. **CONSIDERATION OF QUOTES:**

No Quote shall be considered unless the party offering it shall furnish evidence satisfactory to the City that he has the necessary facilities, ability, and resources to fulfill the conditions of the Contract.

E. **SUBSTITUTIONS:**

Not Applicable.

F. **PAYMENT:**

The City of City of Shorewood authorizes the payment of invoices on the second Monday of the month. For consideration on one of these dates, payment request must be received no later than fourteen (10) working days prior to that date.

G. **INDEMNIFICATION:**

The Contractor shall, without regard to the availability or unavailability of any insurance, indemnify and save harmless the City against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, except to the extent caused by the sole negligence of the City.



The Contractor shall hold the City harmless for any and all claims for labor, material, apparatus, equipment, parts, fixtures or machinery furnished by the Contractor for the purpose of performing the Work under the contract. This indemnity does not waive any immunities in favor of the City that it may assert in response to any or all of the claims described above.

## I. COST OF WORK:

The undersigned, acting for and on behalf of Contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire Quote package, hereby affirms and agrees to enter into a contract with the City of City of Shorewood, Minnesota to provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith his Quote as follows:

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Remove and Replace Meter Register	Each	250		
2	Remove and Replace Meter Body	Each	25		

**TOTAL AMOUNT:** \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

If a Corporation:

ATTEST:

\_\_\_\_\_  
Secretary





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041325.13  
GALLONS

● TAMPER  
ALERT

065428.22  
GALLONS

022434.17  
GALLONS

065438.12  
GALLONS

059431.01  
GALLONS

● LARGE LEAK  
DETECTED

102349.78  
GALLONS

169431.88  
GALLONS

# METER & AUTOMATION

AUTHORIZED NEPTUNE  
DISTRIBUTOR

 **FERGUSON**  
WATERWORKS



09/22/2021

City of Shorewood  
Attn: Larry Brown  
5755 Country Club Rd  
Shorewood, Minnesota 55331

Larry, we appreciate the consideration for your water metering installation needs. Here are a few bullet points that make Ferguson the Market Leaders in Minnesota.

## WHO WE ARE

### Ferguson Waterworks

- ⚙️ Local distribution with meter inventory in Blaine and Shakopee.
- ⚙️ Multiple levels of **local product support** (Municipal waterworks rep and Meter rep).
- ⚙️ The only local distributor with dedicated IT staff AND call center.
  - Ferguson will be here to support the City for the life of the system - no handing you off to manufacturers.
- ⚙️ **No additional fees** for training and support as needed (included in Annual Software Support fee).
- ⚙️ The only distributor with an **In-house Installation Team, No Sub-Contractors** and **No finger pointing**.
- ⚙️ Your Project Manager and Installers all have Midwest roots.

## SUMMATION

In the end, Ferguson Waterworks aims to save you from all the performance pitfalls, disadvantages, and time-consuming hidden costs that an unsuccessful project with a different distributor/subcontractor could cost you. Behind our success, we are an organization committed to partnership and the highest quality risk-free products.

**Ferguson is more than just meters and automation, we are your *Utility Partners!***

Thank You.

*Brian Rollins*

Brian Rollins, PMP  
AMR/AMI Specialist  
Ferguson Waterworks



# PRICE PROPOSAL





# PRICE PROPOSAL

## I. COST OF WORK:

The undersigned, acting for and on behalf of Contractor and having familiarized himself with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the entire Quote package, hereby affirms and agrees to enter into a contract with the City of City of Shorewood, Minnesota to provide all supervision, labor, material, equipment and all other expense items to completely perform the work covered by all specifications for the work.

The undersigned submits herewith his Quote as follows:

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Remove and Replace Meter Register	Each	250	\$80.00	\$20,000.00
2	Remove and Replace Meter Body	Each	25	\$85.00	\$2,125.00

TOTAL AMOUNT: \$22,125.00

Firm Name: Ferguson Enterprises LLC

Address: 1420 3rd Ave W

City, Shakopee State, MN ZIP: 55379

Signature: 

Name Printed: Bradley Klein

Title: Business Development Manager

Telephone: 515-419-5684 Date: 9-22-2021

If a Corporation:

ATTEST:



Secretary

Q2





**SECRETARIAL CERTIFICATE  
OF  
AUTHORIZATION**

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company"), hereby certifies that: i) certain of the Company's facilities in Iowa are doing business as Ferguson Waterworks, and ii) Bradley Klein is Business Development Manager in Iowa, and iii) that the resolutions adopted by the Company's Board of Directors effective July 31, 2021, duly authorize certain of the Company's officers, including the Assistant Secretary, to designate, and I hereby do so designate Bradley Klein as an authorized representative of the Company to act for and on behalf of the Company to prepare and submit bids and proposals to the Company's customers, to enter into contracts, agreements or other documents, and to execute such documents and undertake all such acts as may be deemed in the best interest of the Company, including the execution of bonds and in doing so, to contractually bind the Company. Unless withdrawn sooner, this certification of authorization shall be effective until July 31, 2022.

Dated: 9/7/2021

**FERGUSON ENTERPRISES, LLC**

By: \_\_\_\_\_

Wesley E. Rice, Assistant Secretary



Commonwealth of Virginia )

City of Newport News )

Sworn to subscribed and acknowledged before me this 7<sup>th</sup> day of September, 2021, by Wesley E. Rice, personally known to me, in his capacity as Assistant Secretary of Ferguson Enterprises, LLC, a Virginia Company, on behalf of such Company.

Notary – Casey Mehlhoff

My commission expires: July 31, 2022





# REFERENCES



# REFERENCES

## REFERENCES & CONTACTS

### City of Forest Lake, MN

**Contact:** Dave Adams

**Phone:** 651-755-1207

**Email:** dave.adams@ci.forest-lake.mn.us

**Project Description:** AMR system with 3144 endpoints

### City of Becker, MN

**Contact:** Jeremy Halvorson

**Phone:** 612-290-1098

**Email:** water@ci.becker.mn.us

**Project Description:** AMR system with 1441 endpoints

### City of Hancock, MN

**Contact:** Ryan Mogard

**Phone:** 320-766-8785

**Email:** ryanmogard@gmail.com

**Project Description:** AMR system with 320 endpoints



# INSTALLATION







# YOUR TOP CHOICE FOR METER INSTALLATION

Cities and municipalities trust the meter and installation capabilities of Ferguson Waterworks, and our experts are ready to assist your metering needs next. Our meter experts focus on three primary areas—**integration, installation and quality**—to provide best-in-class services.

## INTEGRATION

While your project's contract is developed, we'll secure badging, signage, tags, tools and transportation for the installation team. Once the contract is in place, we collaborate with the city's administration and billing software to ensure every component of the installation will work together.

## INSTALLATION

Once on-site, installers begin their work by accessing and reviewing old account data from the city's billing system, including addresses, account numbers, meter sizes and more. Thanks to our software, accessible via smartphone application, more extensive data can be retrieved post-installation.

## QUALITY

In order to ensure customer satisfaction, our installation experts undergo extensive background checks, as well as classroom and hands-on field training for optimal practice. We also conduct quality assurance checks on their work, identifying proper installation techniques, data-keeping and customer service.

## SERVICES, CAPABILITIES AND BENEFITS YOU'LL RECEIVE WHEN YOU WORK WITH FERGUSON WATERWORKS

### SERVICES

- Meter, radio and register installation
- Meter surveying

### SCHEDULING

- 24/7 call center and online access
- Weekend and evening scheduling

### DATA

- Data validation
- Project reports

### LOGISTICS

- Paper-free work orders
- Inventory tracking

CONSIDER IT DONE.

**Visit us online to learn more about our meter installation capabilities.**





# SCOPE OF WORK

Meter installation will include a standard meter installation. A standard meter installation is recognized as one which involves the replacement of an existing meter meeting the following conditions:

- 1) Meters will be located inside homes or businesses with adequate access, or if access is restricted, Contractor will be able to obtain access from the property owner with one week of request during normal business hours;
- 2) Meter access will not subject Contractor's employees to dangerous or unsafe working conditions;
- 3) Contractor will not be required to move customer's belongings;
- 4) Contractor will not be required to repair or replace pipe due to corrosion, existing damage, plumbing irregularities, substandard conditions or existing connections not in conformity to current building codes;
- 5) Water meters are on setters or equipped with standard meter connections that can be reused during meter installation;
- 6) Meter exchanges are like-for-like, same lay length and no plumbing is required;
- 7) No additional labor or groundwork will be needed to access meters, including but not limited to cutting, removal and replacement of asphalt or tree roots;

## **Customer Notification Protocol:**

Ferguson will provide a minimum of four (3) documented customer notifications:

- 8) First letter requesting an appointment to install the water meter. Requests that the customer call or set up an online appointment. (2 Weeks Prior to the start of the project)
- 9) Postcard to customers who have not made an appointment. Provides information and the reminder for the installation. (2 Weeks after First)
- 10) Third letter to customers who have failed to respond. Requests appointment, states consequences and the timeframe for installation of the meter. (2 Weeks after Second)
- 11) Door-tag the property. Gives notice to terminate water service for noncompliance. If no response is received after 48hours the contractor is relieved of installation responsibility, the account will be removed from the installation bid quantities, and the account will be turned over to the owner. (2 Weeks after Third)
- 12) All Notices are sent to both billing and physical address if they are different.

In the event Contractor determines that any meter installation is not a standard meter installation, the Contractor will immediately bring the matter to the attention of the Owner's representative who will inspect the condition and advise Contractor on how to proceed within a 24 hour timeframe. If additional work is requested by Owner, such work will be completed at an agreed upon hourly rate plus materials.



# Plumbing License









# PLUMBING LICENSE



## LICENSE/CERTIFICATE/REGISTRATION DETAIL

Class Type:	MASTER PLUMBER	Number:	PM079564
Application No:	396128	Status:	ISSUED
Expire Date:	12/31/2022	Effect Date:	1/1/2021
Orig Date:	8/3/2017	Print Date:	11/9/2020
Enforcement Action:	NO	CE Status:	<a href="#">[View details]</a>
Workplace Experience:	N/A		

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Name:	ROLLINS, BRIAN R
Address:	124 ROTTUNDA WAY S SIOUX CITY , NE 68776
Phone:	319-631-3174

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

**RESOLUTION 21-116**

**A RESOLUTION, APPROVING QUOTE FOR WATER METER  
REGISTER REPLACEMENT AND AUTHORIZING PURCHASE  
OF WATER METER REGISTERS AND METERS**

**CITY PROJECT 21-09**

**WHEREAS**, The City solicited quotes for installation of failed water meter registers and meters; and

**WHEREAS**, On September 22<sup>nd</sup>, 2021, quotes were received and tabulated, as shown below, with Ferguson Waterworks providing the low quote in the amount of \$22,125; and

<u>Firm</u>	<u>Amount of Quote</u>
Midwest Testing, LLC	\$26,125
Ferguson Waterworks	\$22,125

**WHEREAS**, The Director of Public Works has examined said quotes and found them to be in order; and

**WHEREAS**, As specified in the quote documents the City shall purchase and provide water meter register units and water meters as required in the field.

**NOW THEREFORE, IT RESOLVED:** by the City Council of the City of Shorewood:

1. The Quote by Ferguson Waterworks in the base amount of \$22,125 is hereby accepted.
2. Staff is authorized to purchase water registers and water meters estimated at \$44,825.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD** this 12<sup>th</sup> day of October, 2021.

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**Jennifer Labadie, Mayor**

**Attest:**

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**Sandie Thone, City Clerk**





## City of Shorewood Council Meeting Item

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**Title/Subject:** Strawberry Court Watermain Update  
**Meeting Date:** Tuesday, October 12, 2021  
**Prepared by:** Andrew Budde, City Engineer  
**Reviewed by:** Larry Brown, Director of Public Works  
Greg Lerud, City Administrator  
**Attachments:** None

---

**Background:** In September 2021, the city council requested an evaluation looking at the possibility of constructing the watermain for Strawberry Court in the 2022 construction season, as a separate project from the planned Strawberry Lane Reconstruction Project for 2023.

To install watermain within Strawberry Court, the watermain system must be extended from Smithtown Road. To minimize inconveniences and cost to the public the best approach would be to install the mains via directionally drilling construction instead of open cut construction. This would allow the majority of pavement to stay in place when compared with open cut construction which removes a large portion of the street surface. The directional drilling method has always been proposed for Strawberry Court since that roadway is only slated to be reclaimed and repaved. In addition, it would be recommended to complete the watermain connection from Strawberry Court to the existing watermain near the Lake Minnetonka Regional Trail to complete the looping of the system.

The watermain within Strawberry Lane was originally planned to be open cut since the existing sanitary sewer services are nearly at the same depths as the proposed watermain and the entire roadway was planned for reconstruction. It was anticipated that the watermain in Strawberry Lane would switch to a directional drilled method to minimize inconvenience to residents and help expedite the overall project completion by the start of school in early September. It is anticipated that there would be approximately \$50,000 in additional construction costs for street patching, turf establishment and erosion control if it was a 2022 as a standalone project

Completing the project as a stand-alone in 2022 does create several other issues or concerns. One concern is that if the residents along Strawberry Court would be allowed to connect to a water service in the fall of 2022, but residents along Strawberry Lane would not be allowed to connect until the fall of 2023 due to the dynamic nature of the current overall design for the Strawberry Lane roadway and storm sewer. The city should not let homes along Strawberry Lane connect as it will create a lot more street patches and inconvenience to the traveling public, and there is risk that some of those services may be in conflict with the future improvements.

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



Another concern is that the Strawberry Court and Peach Circle watermain were not originally scoped as part of the Strawberry Lane project. These segments were added in 2021 due to requests from residents wanting the ability to connect to municipal water. If completed in 2022, this would then be jumping ahead of the planned for Strawberry Lane project, which due to time constraints, has had to move to 2023.

In addition, completing the work in separate years the city could potentially have issues with warranties of the contractors. Since both projects would be publicly bid the city would likely have two different contractors. These contractors would be working in the same areas and if there were warranty issues that would arise, both contractors would likely deflect responsibly to the other. Having one contractor complete all the work is the ideal situation for the city.

If the city council wanted to complete the Strawberry Court watermain in 2022 it is recommended to be packaged with the overall Strawberry Lane project. If it was the council desire to complete the entire project in 2022, the city would need to meet a very strict project schedule and decisions dates going forward. The council would need to give direction on which roadway option to design and construct at a November 2021 council meeting, this would be shortly after a proposed open house to discuss the design alternatives, then plan on bidding the project in late February of 2022. The city would also need to plan on filing for condemnation on any parcels that have not reached a successful right of way acquisition negotiation by February 1<sup>st</sup>, 2022. This would then allow the city access to those properties by June 1<sup>st</sup>, 2022.

As presented, this is a very aggressive schedule. If there are delays in any of these time frames it likely pushes back the start of the construction and consequently the completion of construction as well.

It has been the city's practice to have all the necessary projects and plans prepared and as many contingencies addressed as possible prior to bidding a project. Trying to complete the project in 2022 leaves contingencies that may have to be resolved after bidding, and therefore subjects the city to unknown and potentially higher costs.

**Recommendation:**

Based on the above information and concerns, it is recommended to complete the Strawberry Court watermain with the overall Strawberry Lane Street Reconstruction project in 2023.





## City of Shorewood Council Meeting Item

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**Title/Subject:** Use of Interactive Technology at Council Meetings

Meeting Date: October 12, 2021

Prepared By: Greg Lerud, City Administrator; and Tim Keane, City Attorney

9A

MEETING  
TYPE  
REGULAR

**Attachments:** Chapter 14 MN 2021 Legislature Session Laws

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**Background:** The response to the Covid-19 pandemic ushered in many changes in how the city conducts business, with one of the major impacts being how meetings are conducted. Technology advancements permitted the city council to hold its meetings in an entirely virtual format in 2020 and 2021. Shorewood, like most other cities, began using an interactive software platform to conduct public meetings where everyone was present, but not in-person.

During the 2021 Legislative session, several changes to state law were approved that defined the conditions about when, and under what circumstances the council must use technology to hold meetings. Most of the law changes defined the meeting conditions during a pandemic or other defined emergency. The law also defined the conditions under which a council member could participate remotely in the meeting. In addition, if a meeting is conducted by interactive technology, the city must permit the public the opportunity to observe the meeting through the same technology. It is important to note that the requirement to allow remote public observation of a meeting is only required when a council member is participating remotely. If all participating council members are in-person at the meeting, then there is no requirement of remote public observation of the meeting, which is consistent with how meetings were held prior to the pandemic.

Cities are creatures of the State and generally have only those powers specifically granted to it by the State. Staff requested an opinion from the MN Department of Administration's Data Practices Officer regarding the requirement or prohibition of public participation in a meeting held through interactive technology in a non-pandemic or defined emergency. The DOP's opinion is that remote participation is not required by the statute, nor was it prohibited, so the decision as to whether include public observation and/or participation through interactive technology is a decision to be made by the city council.

**Financial or Budget Considerations:** No additional cost going forward. The city has already purchased the interactive software at the beginning of the pandemic to hold meetings, and the council chambers presentation and recording system has been

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

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programmed to integrate the interactive software, although we are working on some glitches in the interface of the interactive software and the council presentation system.

**Options:** Prior to March 2020, there was no contemplation of having remote observation or participation in city council meetings. All participation was done in-person, or by writing comments. Had the pandemic not occurred, it is likely that is how the city would be operating today. In fact, most cities that have resumed in-person meetings have done so without remote public observation or participation. There is not a state mandate regarding remote public observation when participating council members are present in-person for the meeting. The council, therefore, has a couple of options:

1. Follow State statute regarding remote meeting observation and/or participation, which for most meetings, would mean a return to strictly in-person meetings.
2. Exceed statutory requirements regarding remote meeting public observation and/or participation.

**Recommended Action:** While the schedule of a council meeting has changed relatively little over the years, how information is communicated and made available to the public has regularly changed. Going from paper agendas mailed to just council members, to electronic agendas posted to the city's website; and Power Point presentations to advance notice of ordinances are some of the communication improvements over the years. Over the past year, the city has demonstrated that public involvement can be done through interactive technology, and staff believes that interactive technology use in city council meetings is just the latest improvement to allow public observation and/or participation. Other improvements and changes are sure to follow in the future.

Staff recommends the city council consider adopting a policy that would permit the public to participate city council meetings using interactive technology, as defined in Minnesota Statute. Because the requirements for remote meeting observation and/or participation vary depending on circumstances, for consistency reasons, staff recommends that a policy be established for all city council meetings, so meetings are held in the same manner. In addition to clarity for the city council and public, the consistent use of the technology will result in a better use of that technology, rather than occasionally having to implement it to conduct meetings.

Because this policy is not a mandate, the City Council can determine the conditions for use of the technology. While this is not an exhaustive list, staff offers the conditions below for council consideration:

1. Remote participation at meetings is not required by Minnesota State law, but the city council finds it would allow people, who are not able to physically attend a council meeting, the opportunity to participate in local government meetings.
2. The participant must be on camera and be able to be seen and heard by the city council.



3. The screen username of anyone wishing to participate in a meeting shall be easily identifiable as to the person wishing to participate.
4. Participation shall be under the same conditions as if the member from the public was physically present at the meeting.
5. The city shall strive to incorporate the interactive technology in its meetings, but if there are issues with the technology, or technological problems with a private person's computer or internet, the meeting shall continue, and any council actions taken shall not be invalidated by the absence of interactive technology.
6. If the city council finds that remote public participation is no longer promoting positive public involvement, the council retains the authority to discontinue remote participation.
7. These conditions are only for City Council meetings and not work sessions or commission meetings.

Additionally, the city council could decide to allow remote participation for a period of time, and then analyze if the use of technology has been effective in allowing remote participation.

**Next Steps:** If the City Council adopts a policy regarding the use of interactive technology that is different than statutory requirements, the city will draft the policy conditions.



**CHAPTER 14--H.F.No. 820**

*An act relating to Open Meeting Law; providing for recording votes and interactive technology; providing for meetings during certain emergencies; allowing a member of a public body to attend a meeting from a private location more than three times in calendar year 2021; amending Minnesota Statutes 2020, sections 13D.01, subdivisions 4, 5; 13D.015; 13D.02; 13D.021; proposing coding for new law in Minnesota Statutes, chapter 13D.*

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **[13D.001] DEFINITIONS.**

Subdivision 1. **Applicability.** For the purposes of this chapter, the terms defined in this section have the meanings given.

Subd. 2. **Interactive technology.** "Interactive technology" means a device, software program, or other application that allows individuals in different physical locations to see and hear one another.

Sec. 2. Minnesota Statutes 2020, section 13D.01, subdivision 4, is amended to read:

Subd. 4. **Votes to be kept in journal or minutes.** (a) The votes of the members of the state agency, board, commission, or department; or of the governing body, committee, subcommittee, board, department, or commission on an action taken in a meeting required by this section to be open to the public must be recorded in a journal ~~kept for that purpose~~ or minutes.

(b) The vote of each member must be recorded on each appropriation of money, except for payments of judgments, claims, and amounts fixed by statute.

Sec. 3. Minnesota Statutes 2020, section 13D.01, subdivision 5, is amended to read:

Subd. 5. **Public access to journal and minutes.** The journal or any minutes used to record votes of a meeting subject to this chapter must be open to the public during all normal business hours where records of the public body are kept.

Sec. 4. Minnesota Statutes 2020, section 13D.015, is amended to read:

**13D.015 STATE ENTITY MEETINGS BY TELEPHONE OR ~~OTHER ELECTRONIC MEANS~~ INTERACTIVE TECHNOLOGY.**

Subdivision 1. **Application.** This section applies to:

(1) a state agency, board, commission, or department, and a statewide public pension plan defined in section 356A.01, subdivision 24; and

(2) a committee, subcommittee, board, department, or commission of an entity listed in clause (1).



Subd. 2. **Conditions.** An entity listed in subdivision 1 may conduct a meeting governed by this section and section 13D.01, subdivisions 1, 2, 4, and 5, by telephone or ~~other electronic means~~ interactive technology so long as the following conditions are met:

(1) all members of the entity participating in the meeting, wherever their physical location, can hear one another and can hear all discussion and testimony;

(2) members of the public present at the regular meeting location of the entity can hear all discussion and all votes of members of the entity and participate in testimony;

(3) at least one member of the entity is physically present at the regular meeting location; and

(4) all votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

Subd. 3. **Quorum; participation.** Each member of the entity participating in a meeting by telephone or ~~other electronic means~~ interactive technology is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

Subd. 4. **Monitoring from remote site; costs.** If telephone or ~~another electronic means~~ interactive technology is used to conduct a meeting, the entity, to the extent practical, shall allow a person to monitor the meeting electronically from a remote location. ~~The entity may require the person making a connection to pay for documented marginal costs that the entity incurs as a result of the additional connection.~~

Subd. 5. **Notice.** If telephone or ~~another electronic means~~ interactive technology is used to conduct a regular, special, or emergency meeting, the entity shall provide notice of the regular meeting location, of the fact that some members may participate by ~~electronic means~~ interactive technology, and of the provisions of subdivision 4. The timing and method of providing notice is governed by section 13D.04. In addition, the entity must post the notice on its website at least ten days before any regular meeting as defined in section 13D.04, subdivision 1.

Sec. 5. Minnesota Statutes 2020, section 13D.02, is amended to read:

**13D.02 OTHER ENTITY MEETINGS CONDUCTED BY INTERACTIVE TV; CONDITIONS TECHNOLOGY.**

Subdivision 1. **Conditions.** (a) A meeting governed by section 13D.01, subdivisions 1, 2, 4, and 5, and this section may be conducted by interactive ~~television~~ technology so long as:

(1) all members of the body participating in the meeting, wherever their physical location, can hear and see one another and can hear and see all discussion and testimony presented at any location at which at least one member is present;

(2) members of the public present at the regular meeting location of the body can hear and see all discussion and testimony and all votes of members of the body;

(3) at least one member of the body is physically present at the regular meeting location;

(4) all votes are conducted by roll call so each member's vote on each issue can be identified and recorded; and

(5) each location at which a member of the body is present is open and accessible to the public.



(b) A meeting satisfies the requirements of paragraph (a), although a member of the public body participates from a location that is not open or accessible to the public, if the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public, and:

(1) the member is serving in the military and is at a required drill, deployed, or on active duty; or

(2) the member has been advised by a health care professional against being in a public place for personal or family medical reasons. This clause only applies when a state of emergency has been declared under section 12.31, and expires 60 days after the removal of the state of emergency.

Subd. 1a. **Meeting exception.** This section applies to meetings of entities described in section 13D.01, subdivision 1, except meetings of:

(1) a state agency, board, commission, or department, and a statewide public pension plan defined in section 356A.01, subdivision 24; and

(2) a committee, subcommittee, board, department, or commission of an entity listed in clause (1).

Subd. 2. **Members are present for quorum, participation.** Each member of a body participating in a meeting by interactive television technology is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

Subd. 3. **Monitoring from remote site; costs.** If interactive television technology is used to conduct a meeting, to the extent practical, a public body shall allow a person to monitor the meeting electronically from a remote location. ~~The body may require the person making such a connection to pay for documented marginal costs that the public body incurs as a result of the additional connection.~~

Subd. 4. **Notice of regular and all member sites locations.** If interactive television technology is used to conduct a regular, special, or emergency meeting, the public body shall provide notice of the regular meeting location and notice of any site location where a member of the public body will be participating in the meeting by interactive television technology, except for the locations of members participating pursuant to subdivision 1, paragraph (b). The timing and method of providing notice must be as described in section 13D.04.

~~Subd. 5. **School boards; interactive technology with an audio and visual link.** A school board conducting a meeting under this section may use interactive technology with an audio and visual link to conduct the meeting if the school board complies with all other requirements under this section.~~

Subd. 6. **Record.** The minutes for a meeting conducted under this section must reflect the names of any members appearing by interactive television technology and state the reason or reasons for the appearance by interactive television technology.

**EFFECTIVE DATE.** Subdivision 4 is effective the day following final enactment.

Sec. 6. Minnesota Statutes 2020, section 13D.021, is amended to read:

**13D.021 MEETINGS BY TELEPHONE OR OTHER ELECTRONIC MEANS; CONDITIONS DURING PANDEMIC OR CHAPTER 12 EMERGENCY.**

Subdivision 1. **Conditions.** A meeting governed by this section and section 13D.01, subdivisions 1, 2, 4, and 5, may be conducted by telephone or ~~other electronic means~~ interactive technology so long as the following conditions are met:



(1) the presiding officer, chief legal counsel, or chief administrative officer for the affected governing body determines that an in-person meeting or a meeting conducted under section 13D.015 or 13D.02 is not practical or prudent because of a health pandemic or an emergency declared under chapter 12;

(2) all members of the body participating in the meeting, wherever their physical location, can hear one another and can hear all discussion and testimony;

(3) members of the public present at the regular meeting location of the body can hear all discussion and testimony and all votes of the members of the body, unless attendance at the regular meeting location is not feasible due to the health pandemic or emergency declaration;

(4) at least one member of the body, chief legal counsel, or chief administrative officer is physically present at the regular meeting location, unless unfeasible due to the health pandemic or emergency declaration; and

(5) all votes are conducted by roll call, so each member's vote on each issue can be identified and recorded.

Subd. 2. **Members are present for quorum, participation.** Each member of the body participating in a meeting by telephone or ~~other electronic means~~ interactive technology is considered present at the meeting for purposes of determining a quorum and participating in all proceedings.

Subd. 3. **Monitoring from remote site; costs.** If telephone or ~~another electronic means~~ interactive technology is used to conduct a meeting, to the extent practical, the body shall allow a person to monitor the meeting electronically from a remote location. ~~The body may require the person making a connection to pay for the documented additional cost that the body incurs as a result of the additional connection.~~

Subd. 4. **Notice of regular and all member sites.** If telephone or ~~another electronic means~~ interactive technology is used to conduct a regular, special, or emergency meeting, the public body shall provide notice of the regular meeting location, of the fact that some members may participate by telephone or ~~other electronic means~~ interactive technology, and of the provisions of subdivision 3. The timing and method of providing notice is governed by section 13D.04 ~~of the Open Meeting Law~~.

Subd. 5. **Public comment period during health pandemic or emergency.** If attendance at the regular meeting location is not feasible due to the health pandemic or emergency declaration and the public body's practice is to offer a public comment period at in-person meetings, members of the public shall be permitted to comment from a remote location during the public comment period of the meeting, to the extent practical.

## Sec. 7. OPEN MEETING LAW; MEMBER PARTICIPATION FROM PRIVATE LOCATION.

Notwithstanding Minnesota Statutes, section 13D.02, subdivision 1, paragraph (b), a meeting after December 31, 2020, and before July 1, 2021, satisfies the requirements of Minnesota Statutes, section 13D.02, paragraph (a), if a member of a public body participates from a location that is not open or accessible to the public more than three times before July 1, 2021. The location is not required in the notice under Minnesota Statutes, section 13D.02, subdivision 4.

**EFFECTIVE DATE.** This section is effective retroactively for meetings occurring on or after January 1, 2021.

Presented to the governor May 5, 2021

Signed by the governor May 6, 2021, 2:11 p.m.