

**CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 27, 2023**

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

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

AGENDA

1. CONVENE CITY COUNCIL MEETING

- A. Pledge of Allegiance
- B. Roll Call

Mayor Labadie ___
Callies ___
Maddy ___
Sanschagrín ___
Zerby ___

- C. Review and Adopt Agenda

Attachments

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

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

- A. City Council Work Session Minutes of November 13, 2023 Minutes
- B. City Council Regular Meeting Minutes of November 13, 2023 Minutes
- C. Approval of the Verified Claims List Claims List
- D. Approve Holiday Schedule City Clerk/HR Director Memo
- E. Approve Quote for SCEC Audio Visual Equipment Parks/Rec Director Memo

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, which is not on tonight's agenda, to the attention of the Council. Anyone wishing to address the Council should raise their hand, or if attending remotely please use the "raise hand" function on your screen and wait to be called on. Please make your comments from the podium and identify yourself by your first and last name and your address for the record. Please limit your comments to three minutes. No discussion or action will be taken by the Council on this matter. If requested by the Council, City staff will prepare a report for the Council regarding the matter and place it on the next agenda.

4. REPORTS AND PRESENTATIONS

A. Spring/Summer Photo Contest Winners Communications Coordinator Memo

5. PARKS

A. Consider Quote for Buckthorn Removal Contract for Public Works Director Memo
Freeman Park

6. PLANNING

A. Report by Commissioner Eggenberger for 11-21-23 Planning Planning Director Memo
Commission Meeting

7. ENGINEERING/PUBLIC WORKS

A. Award Quote for SE Well Rehabilitation, City Project 23-07 City Engineer Memo
Resolution 23-119

8. GENERAL/NEW BUSINESS

A. Hazardous Building Declaration City Attorney Memo
Location: 5815 Club Lane Resolution 23-120

B. Renewal of Property and Casualty Insurance Premium City Administrator Memo

C. Premium Option Workers Compensation Insurance City Administrator Memo

D. Participation in DuPont and 3M PFAS Settlements City Administrator Memo

E. Approve Earned Sick and Safe Time Policy City Clerk/HR Director Memo
Resolution 23-122

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, NOVEMBER 13, 2023

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
5:15 P.M.

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

Mayor Labadie called the meeting to order at 5:15 P.M.

A. Roll Call

Present: Mayor Labadie; Councilmembers Labadie, Callies, Maddy, Sanschagrín, and Zerby; City Attorney Shepherd; City Administrator Nevinski; Parks and Recreation Director Crossfield; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Director of Public Works Morreim; and, City Engineer Budde

Absent: None

B. Review Agenda

Zerby moved, Maddy seconded, approving the agenda as presented. Motion passed 5/0.

2. ENTERPRISE FUNDS DISCUSSION

Finance Director Rigdon gave a general overview of the projected future balances in the City's utility funds, including: water, sewer, and storm sewer, and explained that these funds were designed to pay for themselves via user charges.

Councilmember Sanschagrín asked if there were any ideas or observations about why Chanhassen's rates were so low.

Finance Director Rigdon stated that he does not know and was something that staff could check into.

Councilmember Sanschagrín stated that the way he calculated this information it appears as though it was roughly about \$600 per household.

Councilmember Callies stated that there are 1,500 accounts that use City water and also 1,500 not using City water. She asked how that compared to overall households and if those numbers basically meant that there were 3,000 households in the City.

City Engineer Budde stated that was about right.

Councilmember Callies asked about the difference between the operating revenues and the operating cash.

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Finance Director Rigdon explained that there is operating income and under that there is a statement of position which rolls in everything including large capital items and long term debt. He noted that, in his opinion, the cash number is what the Council should be reviewing in full.

Councilmember Sanschagrín asked how much the analysis had taken into account the new connections on Strawberry Lane.

Finance Director Rigdon explained that there were ten connections budgeted, per year, in this scenario, throughout its duration. He noted that in the five years he has been with the City they have averaged between ten to fifteen connections per year.

Councilmember Callies stated that she thought the report had indicated that the City had over estimated the number of connections.

Finance Director Rigdon confirmed that they had initially over-estimated the connections when they first provided this information, at thirty to forty connections per year.

City Engineer Budde noted that this was largely from when the Minnetonka Country Club was coming on line when they were getting around thirty, but now that it is mostly built out they are back to the lower number.

Councilmember Sanschagrín stated that part of the challenge with the water fund is that there are lots of costs and infrastructure but do not have as many people hooking up, which means it becomes an economic issue and the City will have to find a way to compensate through something like user fees.

Councilmember Callies noted that she feels there are some inconsistencies within the City code in terms of the costs of water and how it is being paid for. She stated that there is not a lot of incentive for people to hook up, and suggested that this may be a good topic for a larger discussion at the Council Retreat.

Councilmember Zerby stated that this topic has come up in past conversations and noted that they talked about things like having a half-priced sale to encourage people to hook up, but that raised concerns about whether it would be fair to the others who paid full price.

Mayor Labadie noted that they had touched briefly on this issue at last year's Retreat and anticipates that it will be a topic for the upcoming Retreat as well.

Councilmember Callies referenced various sections of the Code related to hook ups such as 903.04, Subd. 3D. She noted that she believes the City needs to have a consistent policy so some people are not paying the cost of construction and others are only paying for the hook up fee.

Mayor Labadie asked if Planning Director Darling had noticed inconsistencies in the City's ordinances.

Planning Director Darling explained that she did not work very often with the water code, but agrees that the issue was pretty apparent when you look at a situation where someone is interested in extending the watermain, even if it is just a short distance.

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City Engineer Budde stated that he deals with this the most and confirmed that Councilmember Callies was correct that when it is neighborhood or resident driven, for example, come to the City with a petition, the Code says that they will basically pay for the project, which will most likely be \$50,000 per property. He noted that if the project has been in the City's CIP, such as Strawberry Lane, then the City has not assessed or pushed the total cost onto the adjacent property owners and have just charged the hook up.

Councilmember Callies stated that if the City wants to have a policy about this, she thinks it should be clarified for consistency. She stated that it would not necessarily need to be in the Code but could just be in a City policy of some kind.

Councilmember Sanschagrín explained that he had done some quick calculations on possible rate increases that would get the City to be able to break even and cover cash flows that came out to about thirty percent for the next three years.

Councilmember Callies stated that she has some articles that she will bring for the Retreat and noted that there is a significant cost in not spending money for infrastructure in terms of quality of life and sustainability of the City. She stated that always looking to cut costs is not necessarily in the best interests of the residents. She noted that she thinks they need to look at the actual dollar amounts and not percentages, because they give a more realistic idea of what these increases will mean for people.

Mayor Labadie noted that there was a lot of information to digest but felt that Finance Director Rigdon did a good job laying it out for the Council. She stated that she liked that there was also information comparing the City with other nearby cities.

Councilmember Zerby asked that future information show if the other cities had a treatment plan or not so they are making sure to compare apples to apples.

Councilmember Sanschagrín stated that for the sewer fund it appears as though the vast majority of the costs are the Met Council fees.

Finance Director Rigdon stated that was correct.

Councilmember Sanschagrín asked if the Met Council's growth, over time, matched up with the nine percent that the City is using.

Finance Director Rigdon explained that the City has been a bit behind in that because their fees have been going up fairly high.

Councilmember Sanschagrín asked how they calculated their charges.

Finance Director Rigdon stated that was determined by the flowage.

Councilmember Maddy asked City Engineer Budde about the water access charges. He noted that sidewalks and sewers seem to be a lot cheaper when the City is doing a road reconstruction project. He stated that they ran the numbers to connect their two water supply systems and it was around \$50,000 per household and asked what the added cost as for Birch Bluff or Strawberry Lane per household.

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City Engineer Budde stated that he did not have that information tonight, but can provide it for a future discussion.

Public Works Director Morreim stated that he can say that it was more than \$10,000.

Councilmember Maddy stated that he feels the City is not charging enough for access.

Councilmember Callies stated that years ago, when she was on the Council, there was a similar discussion about the charges. She explained that she had found some minutes from that time that discuss the water access charge which was \$10,000 at that time and the City Attorney made a comment that the charge had been the same for many years and was woefully inadequate even back then. She stated that she feels that fee needs to be re-evaluated, but also has to be some amount that provides for an incentive for people to hook up as well, or perhaps they should think about not doing it.

Councilmember Maddy stated that if it is spread out far enough where it does not make economic sense to provide City water, that is something that can be accepted, however, there may be a water quality issue on top of this. He stated that he does not know how many PFAS chemicals are in the higher aquifer that individual residents are pulling versus the deeper aquifers that the City pulls from.

Mayor Labadie stated that she did not think the City had that information because private wells are not tested unless it is through a private testing company. She noted that she assumes that the deeper you go, the better the water will be.

Public Works Director Morreim stated that there are variables on one City street and gave the example of one side of the street having bad water and having a desire to connect to City water and the other side of the street having no issues and are not interested.

Councilmember Callies asked how they move forward.

City Administrator Nevinski stated that this information is really a snapshot of where the City is currently located and noted that it was intended as a bit of a preparatory discussion for the Retreat. He stated that there are a lot of questions that need to be considered and thinks that staff will bring some different scenarios to the Retreat that they can model for the Council. He noted that if there are specific things the Council would like to see modeled that would be helpful information for staff to have ahead of time. He stated that not all of the City being served by water is also a possibility. He suggested that perhaps the Council can put together some sort of strategy that promotes water connection where it is most efficient and is needed the most. He stated that this should be part of the conversation and then the City can focus its energy and resources on things like connecting the east and west systems. He noted that this issue will not be resolved tonight or mostly likely at the Retreat, but gives them moving in a direction and begin to develop a strategy.

Councilmember Zerby stated that he feels one of the components is also looking at the economics of the service. He stated that he is not an engineer, but questions whether the City needed six wells and asked if there may be some efficiencies that they can put into place.

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Public Work Director Morreim suggested that they add this topic as a discussion point for the Retreat. He stated that having two separate systems is probably not the most efficient way to run water system and agreed that there may be some efficiencies that can be gained in certain areas.

Councilmember Sanschagrín stated that he feels it would also be helpful for the Council to have more data on water quality, even on the private wells, if people were willing to share any of the testing data they have.

Public Works Director Morreim stated that they had been in discussions with some residents about testing data for their households, for example Christmas Lake Point.

Councilmember Callies stated that she feels it is very unrealistic that the Christmas Lake Point area will be getting City water any time soon, at an economical price.

City Engineer Budde stated that he expects the pricing will be somewhere in the \$50,000+ range.

Councilmember Callies stated that she did not think there were many places left in the City where it would be efficient to hook up to City water.

Councilmember Zerby shared the mixed feelings of residents on his street to City water and noted that he expects this dichotomy is true throughout the City.

Mayor Labadie asked if the Council had any more points that they would like staff to talk about at the Retreat relating to water, sewer, and storm water.

Councilmember Sanschagrín stated that he would like to understand more about how the Met Council prices their services. He stated that he would also like to see an analysis of average cost per user and how it compares to the other cities. He suggested that the comparison also include other communities such as Orono or Victoria.

Councilmember Maddy noted that if there is a city doing this more efficiently than Shorewood, he would like to be able to understand what they are doing.

City Administrator Nevinski noted that staff will take a look at this idea and noted that it may not even need to be a neighboring city, but just a city that is like Shorewood.

Public Works Director Morreim noted that he would be giving a report to the Council in December on the new technology for the roads and how it relates to the CIP.

Councilmember Callies asked if a neighborhood would move up on the list if there was strong interest from them in having improvements put in.

Public Works Director Morreim stated that hopefully if the conditions are bad enough, they are looking at programming that in the near future.

Councilmember Zerby stated that he is very skeptical of these numbers seeing the cost that the City has bore over the last few years and noted that it almost feels like they should double them. He noted that from what he has seen in his service to the City is that the squeaky wheel is what gets attention.

Mayor Labadie stated that she thinks everyone on the Council has heard this type of squeaky wheel noise from residents and suggested that they alert staff with what they have heard.

The Council listed off Radisson Road, Minnetonka Boulevard, Brackets Road, Boulder Bridge, Country Club and Yellowstone Pass through, as 'squeaky wheel' roads.

Councilmember Sanschagrín stated that when they talk about this again he would like to understand what this will do to the City's budget and debt levels.

3. WINTER MAINTENANCE PRACTICES/PLANS

Public Works Director Morreim gave an overview of plans for winter operations and plans for improvements in 2023 and 2024. He noted that the goal was to find a way to be more efficient, more effective, and practice environmentally responsible operations. He reviewed snow and ice management priorities, training,

Mayor Labadie noted that there are many changes from the City's old policies and encouraged the Council to clearly understand them and be able to explain them to residents and if not, to point them in Public Works Director Morreim's direction. She stated that she thinks everything presented were good steps that will move the City in a positive direction.

Councilmember Zerby stated that he was thrilled with these plans and believes they will be great for the City and the environment. He encouraged staff to put an article in the Shore Report to explain that changes will be coming.

Councilmember Maddy noted that he had gone through the Smart Salting training and thanked Public Works Director Morreim for making this a priority. He noted that he believes the City can use less salt and have better outcomes if it is done correctly.

Councilmember Sanschagrín asked if there was an opportunity to recycle the sand.

Public Works Director Morreim explained that the cost to recycle the sand because of the necessary treatment, makes it pretty cumbersome and cost prohibitive. He noted that he believes the only agency that ever really did anything like that was MnDot but noted that they own the necessary equipment.

Councilmember Sanschagrín asked if the City could collect the sand and reuse it the following year.

Public Works Director Morreim stated that could not be done and explained that typically it would need to be used in a base and covered because it would typically be classified as hazardous waste.

Councilmember Sanschagrín asked if there was another cost effective way to service the island.

Public Works Director Morreim stated that he has not had a relationship with their neighboring community, but that is on his radar.

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Councilmember Zerby noted that the City had asked in the past and the answer they received was that they did not have the resources to do it.

Councilmember Sanschagrín asked about the possibility of contracting it out to a third party.

Public Works Director Morreim stated that they can consider it, but would most likely have to go out there anyway.

Mayor Labadie noted that the City of Maple Plain had contracted their snow removal last year which was essentially a disaster, so much so that the mayor ended up formally apologizing to the City and it was featured on the news because threats had been received. She stated that she would highly discourage independent contractors for the City streets.

Public Works Director Morreim noted that the information he presented tonight was in its draft form and explained that he would be bringing a final version back to the Council sometime in December.

Councilmember Sanschagrín asked how the City handled private roads, for example, if they were treated as driveways.

Public Works Director Morreim stated that he believes the City plows them essentially like a driveway and the expectation would be that a contractor would then come in and open it up when they plow it.

Councilmember Callies stated that the new Maple Shores development has a private street that that was not listed in this information.

Public Works Director Morreim agreed that needed to be added and noted that this was something he is planning to bring to the Council on an annual basis and things like that will be added and updated because this is a living document.

4. ADJOURN

Maddy moved, Sanschagrín seconded, Adjourning the City Council Work Session Meeting of November 13, 2023, at 6:37 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 13, 2023

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

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

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

- A. Pledge of Allegiance
- B. Roll Call

Present. Mayor Labadie; Councilmembers Callies, Maddy, Sanschagrín, and Zerby; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director Thone; Finance Director Rigdon; Planning Director Darling; Director of Public Works Morreim; Park and Recreation Director Crossfield; and, City Engineer Budde

Absent: None

- C. Review Agenda

Zerby moved, Maddy seconded, approving the agenda, as presented.

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

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

- A. City Council Regular Meeting Minutes of October 23, 2023
- B. Approval of the Verified Claims List
- C. Assign Development Contract for Excelsior Woods. Adopting RESOLUTION NO. 23-109, "A Resolution Authorizing the Assignment of the Development Agreement for Excelsior Woods Located at 20325 Excelsior Boulevard."
- D. Approve Independent Contract with Roots and Wings Therapeutic Services, LLC
- E. Approve SCEC Attendant Hires
- F. Approve Memorandum of Agreement for AFSCME Members

- G. **Utility Operate Pay Issue, Adopting RESOLUTION NO. 23-110, “A Resolution to Pay Utility Operators Backpay to Resolve Utility Operate Pay Discrepancy”**
- H. **Approve Timesaver’s Addendum to Recording Secretary Services Agreement for 2024**
- I. **Approve Food Truck Permit for SCEC Rental, Adopting RESOLUTION NO. 23-111, “A Resolution Granting a Food Truck Permit for a Private Rental at Shorewood Community and Event Center”**
- J. **WAC Assessment Report, Adopting RESOLUTION NO. 23-112, A Resolution Certifying Special Assessments on the 2024 Hennepin County Property Tax Rolls”**
- K. **Approve WAC Assessment Agreement for 26625 Strawberry Court, Adopting RESOLUTION NO. 23-113, “A Resolution Approving and Adopting a Special Assessment.”**

Motion passed.

3. MATTERS FROM THE FLOOR

Steve Klimowicz, 26135 Shorewood Oaks Drive, noted that he wanted to comment on items related to the buckthorn initiative related to chemical applications, contractor obligations, the DWP fire department burning, and the long-term plan. He noted that the product Garlon 4 can be harmful to aquatic life and is discouraged around wetlands and he feels that the City should reconsider its use around site three in Freeman Park. He stated that he would like to ensure that the community has advance warning and that signing be posted prior to spraying. He asked that the contractor not block any of the existing trails when they clear cut and stack the buckthorn. He noted that if the contractor does any damage the trail system, especially in the wooded area, that it be repaired back to its original state. He stated the community would like to have advance notice about when the DWP fire burning will take place. He stated that the DNR has stated that follow up is critical and it was also expressed at the meeting at Eddy Station that there was a need for long term planning and funding.

Mayor Labadie thanked Mr. Klimowicz for his comments and explained that staff would look into them and report back at a future meeting.

Barry Brown, 6050 Burlwood Court, stated that he feels there are still a number of unanswered questions regarding buckthorn removal and feels that there was conflicting information that came from the community meeting on October 13, 2023. He explained that they were told that the stems of the buckthorn would be cut back and would need to be sprayed within two hours. He stated that the project proposal says that Garlon 4 is considered a post-emergency herbicide, which means the plant has to be growing and must be applied during active growth periods. He asked when the contractor would be spraying this product and noted in their last proposal they were to come back twice. He asked how close to the pond or wetland areas would the contractor be spraying and if there would be a silt fence around the pond. He noted that the wetland water by Shorewood Ponds runs directly into the new Smithtown Ponds which he has been told replenish the aquifers and move directly into Lake Minnetonka. He asked how this would be treated since

there is a stickiness to this herbicide. He stated that the hard costs for the fire department were not included in the proposal, nor were the soft costs of things like Public Works employees,

Mayor Labadie suggested that Mr. Brown provide his list of items to the City for further investigation.

Mr. Brown stated that he can do that and noted that he also has EPA sources listed that discuss the things he has mentioned.

4. REPORTS AND PRESENTATIONS

Motion passed.

5. PARKS

A. Report by Commissioner Hirner on October 24, 2023 Park Commission Meeting

Mayor Labadie noted that Parks Commissioner Hirner was not present and asked Parks and Recreation Director Crossfield to give an update to the Council.

Park and Recreation Director Crossfield gave an overview of the October 24, 2023 Park Commission meeting as outlined in the meeting minutes.

B. Consider Quote for Buckthorn Removal Contract for Freeman Park

Public Works Director Morreim reviewed the project history, schedule, public input, project details, quotes and proposed contract for the buckthorn removal in Freeman Park.

Councilmember Sanschagrín stated that his understanding is that the City is required to include some type of chemical treatment as part of the grant.

Public Works Director Morreim explained that he would have to check on that detail.

Councilmember Sanschagrín asked if the City had considered any options other than the Garlon 4 product and asked if it would be sprayed or applied.

Public Works Director Morreim stated that Gralon 4 was the recommended product from the DNR and explained that the proposal outlines that the product would be applied to the stumps.

Councilmember Sanschagrín stated that the Council was presented with information tonight about Garlon 4 needing to be applied at certain times of the year and explained that he would like to have more information on that detail as well as the concerns raised about the proximity to the wetlands.

Public Works Director Morreim stated that he would need to follow up on that information.

Councilmember Zerby noted that it feels like there are still a lot of unanswered questions and asked if there was a timeline for accepting this proposal.

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Public Works Director Morreim he stated that if the Council needed to push a decision back in order to get answers to their questions it would just push back the start date of any treatment, but noted that because there is not a contract, they were not included on the contractors schedule yet.

Councilmember Zerby asked if Public Works would be in attendance to supervise the process of the removal and treatment.

Public Works Director Morreim confirmed that Public Works would be present to supervise.

Councilmember Zerby asked if use of this chemical fell in line with the City's Integrated Pest Management (IPM) program.

Public Works Director Morreim explained that spot treating with it would fall in line with the City's IPM.

Mayor Labadie stated that at one point they had talked about utilizing the Fire Department and placing the material in piles and burning them and in this proposal that does not appear to be part of the plans and asked why that had changed.

Public Works Director Morreim stated that the proposal was using more mechanical methods so there will not be a whole lot left to stack and will basically be mulched up instead of burned.

Mayor Labadie stated that she felt Councilmember Zerby made a good point with the question about the timing because she agreed that there are still a lot of open-ended questions remaining. She noted that she understood that there was a deadline for removal related to the grant funds and asked if delaying this item until staff can bring the Council more information on those questions would jeopardize that deadline.

Public Works Director Morreim stated that he did not think delaying a bit would jeopardize meeting the deadline for the grant.

Mayor Labadie suggested that the Council move this item to a future agenda in order to give staff time to bring back some answers to the questions that were raised by the resident as well as those raised by the Council.

Councilmember Maddy asked if snow cover would hinder the ability of the contractor to do this work.

Public Works Director Morreim stated that he did not believe it would be effected because he assumed that even if this was approved tonight, the work would not be included on their schedule until December or January.

Zerby moved, Sanschagrín seconded, to continue discussion of the Quote for Buckthorn Removal Contract for Freeman Park to a future meeting in order to allow staff time to provide answers to questions that were raised this evening.

Motion passed.

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

A. No Parking – Enchanted/Shady Islands and Strawberry Lane, Birch Bluff

Public Works Director Morreim and City Engineer Budde reviewed the existing conditions and gave an overview of details regarding the proposal to prohibit parking in certain areas along Enchanted Lane, Enchanted Drive, Shady Island Road, Strawberry Lane, Grant Lorenz Road, and Birch Bluff Road.

Councilmember Zerby asked if the City had heard any feedback from residents in terms of the need for 'No Parking' signs.

Public Works Director Morreim explained that this process had started last spring and began with the residents. He noted that there was already sort of a no parking area and this proposed action solidifies it and fills in the gaps.

Councilmember Zerby gave the example of an Amazon truck making a delivery and stopping along the road and asked if that would be considered parking.

Public Works Director Morreim stated that he believes that this type of temporary parking situation for a delivery would be overlooked.

Councilmember Zerby stated that he also wanted to express his appreciation for the way these items were laid out in the resolutions.

Zerby moved, Callies seconded, Adopting RESOLUTION NO. 23-115, "A Resolution to Prohibit Parking for Both Sides of Enchanted Lane and Shady Island Road and Enchanted Drive."

Motion passed.

Callies moved, Maddy seconded, Adopting RESOLUTION NO. 23-116, "A Resolution to Prohibit Parking on the West Side of Strawberry Lane; City Project 19-05."

Motion passed.

Callies moved, Maddy seconded, Adopting RESOLUTION NO. 23-117, "A Resolution to Prohibit Parking on the North Side of Birch Bluff Road and the West Side of Grant Lorenz Road; City Project 21-01."

Motion passed.

8. GENERAL/NEW BUSINESS

A. Public Hearing: Certification of Assessment for Unpaid Charges

Finance Director Rigdon noted that this public hearing was related to certification of an assessment for unpaid charges such as water, sewer, recycling, and stormwater. He gave a brief overview of notification, delinquent fees, payment options, and the overall assessment amount.

Councilmember Maddy asked if the City turned off the water supply for non-payment.

Finance Director Rigdon stated that he was not aware of the City ever taking that action and reiterated that because this assessment is certified that City will be getting their money back.

Councilmember Sanschagrín asked if these delinquent accounts represented a number of years or if the amounts shown were just for 2023.

Finance Director Rigdon stated that it was just for 2023.

Mayor Labadie opened the public hearing at 7:40 p.m.

Planning Director Darling noted that there was one individual on-line who had indicated a desire to address the Council.

Nancy Westman, 19515 Vine Ridge Road, stated that they had new water meters installed and their bill has astronomically gone up despite their use decreasing. She asked about the validity and reliability of the new meters in terms of providing accurate readings.

Public Works Director Morreim stated that the meters were accurate but noted that they could certainly review the individual situation at any addresses that were concerned.

Mayor Labadie asked what steps a resident should take if they want to have their situation reviewed.

Public Works Director Morreim suggested that they contact him.

There being no additional comment, Mayor Labadie closed the public hearing at 7:42 p.m.

Councilmember Sanschagrín asked for an explanation of what would happen if this resolution is approved.

Finance Director Rigdon explained that these accounts would be certified for an assessment that is collected through the property taxes by the County.

Maddy moved, Sanschagrín seconded, Adopting RESOLUTION NO. 23-118, “A Resolution Certifying Unpaid Charges on the 2024 Hennepin County Property Tax Rolls.”

Motion passed.

9. STAFF AND COUNCIL REPORTS

A. Staff

1. New Website Kick-off Meeting

City Clerk/HR Director Thone gave a brief overview of the first kick-off meeting for the new website which should be completed by March 31, 2024 and answered Council questions.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

NOVEMBER 13, 2023

Page 7 of 8

Park and Recreation Director Crossfield stated that on November 11, 2023 the Southshore Senior Partners and the American Legion hosted a Veteran's luncheon where they had around sixty participants. She stated that the tai chi program has surpassed their minimum requirements for registrations. She noted that they would be closed on November 16, 2023 for utility work and explained that she would be working remotely that day. She stated that the Parks Commission meeting was cancelled for November.

Public Works Director Morreim stated that the fall sweeping was continuing and should be completed before Thanksgiving. He noted that the Public Works Department is continuing to prepare for winter and would be patching Yellowstone later this week. He stated that notices will be sent out regarding the water meter replacement project which he hopes will begin the first week of December.

City Engineer Budde stated that he expects the current construction projects to finish up before Thanksgiving.

Planning Director Darling stated that there were fourteen deer harvested as part of the 2023 Deer Management Program which is a bit lower than what has been done in the past. She noted that on October 25, 2023, the Met Council concluded their review of the Comprehensive Plan and it will now move into the implementation phase.

City Clerk/HR Director Thone thanked Councilmember Callies for bringing up an issue with printing files off of Laserfiche. She stated that because she brought this to their attention they were able to address that issue so now people should be able to transfer, print and download those files directly from the website.

City Administrator Nevinski noted that they are planning another Eureka Road neighborhood meeting on November 30, 2023 at 5:30 p.m.

B. Mayor and City Council

Councilmember Maddy stated that last week he was at the Lake Minnetonka Communications Committee (LMCC) meeting where they voted to sell the real estate that is owned by the LMCC and use those funds for operations as they figure out their new plan.

Mayor Labadie expressed appreciation for City staff for their work with the Students Achieve Independent Living (S.A.I.L.) program in partnership with the Minnetonka schools. She specifically noted the efforts of Public Works Director Morreim, Park and Recreation Director Crossfield, City Clerk/HR Director Thone, Planning Assistant Carlson, and City Administrator Nevinski. She stated that on October 24, 2023 there was an Emergency Communications training session at the Public Safety building. She stated that the Regional Council of Mayors took a group of mayors to the Minnesota Department of Health which was very informative in numerous areas. She noted that the Minnesota Mayor's Executive Committee held their annual business meeting where she was appointed as the fourth vice-president. She explained that their meeting was held in Wyoming where they took a tour of the Polaris facility and noted that Wyoming was also the home of Rosenbauer, which is well known for manufacturing fire trucks. She stated that she attended the Regional Council of Mayors meeting earlier today and tomorrow would be attending a meeting to form a coalition of mayors and city administrators for the Highway 7 corridor.

10. ADJOURN

Sanschagrín moved, Maddy seconded, Adjourning the City Council Regular Meeting of November 13, 2023, at 7:59 P.M.

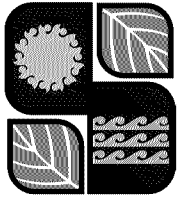
Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

DRAFT



City of Shorewood

City Council Meeting Item

Item
2C

Title/Subject: Verified Claims
Meeting Date: November 27, 2023
Prepared by: Michelle Nguyen, Senior Accountant
Reviewed by: Joe Rigdon, Finance Director
Attachments: Claims Lists

Background:

Council is asked to verify payment of the attached claims. The claims include compensation, operational or contractual expenditures anticipated in the current budget, or otherwise approved by the Council. Funds will be distributed following approval of the claims list.

Claims for Council authorization:

Payroll – 11-20-2023-ACH	\$53,192.70
Payroll – 11-20-2023-Checks	\$9,758.09
AP-Payroll-11-20-2023	\$70,461.90
AP-11-27-2023	\$354,006.59

Total Claims: Checks No. 68383-68409 & ACH	\$487,419.28
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Financial or Budget Considerations:

The expenditures have been reviewed and determined to be reasonable, necessary, and consistent with the City's budget.

Action Requested:

Motion to approve the claims list as presented.

Clearing House

Distribution Report

User: mnguyen
Printed: 11/20/2023 - 12:23PM
Batch: 00020.11.2023



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	53,192.70	CASH AND INVESTMENTS
700-00-2170-0000	53,192.70	0.00	GROSS PAYROLL CLEARING
	<hr/>	<hr/>	
	53,192.70	53,192.70	
	<hr/>	<hr/>	
Report Totals:	53,192.70	53,192.70	
	<hr/>	<hr/>	

Payroll

Computer Check Register

User: mnguyen

Printed: 11/20/2023 - 2:32PM

Batch: 00003.11.2023 - PR-11-20-2023-Payback

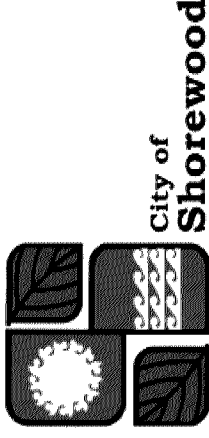


Check No	Check Date	Employee Information		Amount
68383	11/20/2023	HANSR	Robert Hanson	5,791.01
68384	11/20/2023	KOSET	Timothy Kosek	905.31
68385	11/20/2023	STARB	Bruce Stark	2,483.06
68386	11/20/2023	WEBEL	Luke Weber	578.71
Total Number of Employees: 4		Total for Payroll Check Run:		9,758.09

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 11/20/2023 - 2:52PM
 Batch: 00005.11.2023 - Payroll-11-20-2023



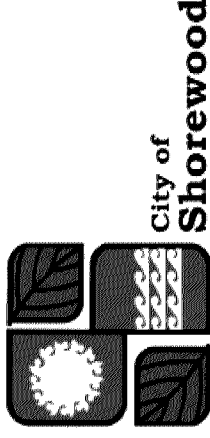
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL				
November-2023	PR Batch 00002.11.2023 Dental - Union - Includ	210.00	11/20/2023	700-00-2185-0000	ACH Enabled: True PR Batch 00002.11.2023 Dental - Union
	Check Total:	210.00			
Vendor: 5	EFTPS - FEDERAL W/H				
PR-11-20-2023	PR Batch 00002.11.2023 Federal Income Tax	7,678.04	11/20/2023	700-00-2172-0000	ACH Enabled: True PR Batch 00002.11.2023 Federal Income T
PR-11-20-2023	PR Batch 00002.11.2023 FICA Employee Portio	4,945.71	11/20/2023	700-00-2174-0000	PR Batch 00002.11.2023 FICA Employee
PR-11-20-2023	PR Batch 00002.11.2023 FICA Employer Portio	4,945.71	11/20/2023	700-00-2174-0000	PR Batch 00002.11.2023 FICA Employer I
PR-11-20-2023	PR Batch 00002.11.2023 Medicare Employee Pc	1,156.67	11/20/2023	700-00-2174-0000	PR Batch 00002.11.2023 Medicare Emplo;
PR-11-20-2023	PR Batch 00002.11.2023 Medicare Employer Po	1,156.67	11/20/2023	700-00-2174-0000	PR Batch 00002.11.2023 Medicare Emplo;
PR-11-20-2023-A	PR Batch 00003.11.2023 Federal Income Tax	1,868.76	11/20/2023	700-00-2172-0000	PR Batch 00003.11.2023 Federal Income T
PR-11-20-2023-A	PR Batch 00003.11.2023 FICA Employer Portio	895.20	11/20/2023	700-00-2174-0000	PR Batch 00003.11.2023 FICA Employee
PR-11-20-2023-A	PR Batch 00003.11.2023 FICA Employer Portio	895.20	11/20/2023	700-00-2174-0000	PR Batch 00003.11.2023 FICA Employee I
PR-11-20-2023-A	PR Batch 00003.11.2023 Medicare Employee Pc	209.36	11/20/2023	700-00-2174-0000	PR Batch 00003.11.2023 Medicare Emplo;
PR-11-20-2023-A	PR Batch 00003.11.2023 Medicare Employer Po	209.36	11/20/2023	700-00-2174-0000	PR Batch 00003.11.2023 Medicare Emplo;
	Check Total:	23,960.68			
Vendor: 6	HEALTH PARTNERS-MEDICAL				
November-2023	PR Batch 00002.11.2023 Health Insurance-HSA-	7,612.85	11/20/2023	700-00-2171-0000	ACH Enabled: True PR Batch 00002.11.2023 Health Insurance
November-2023	PR Batch 00001.11.2023 Health Insurance-HSA-	7,000.00	11/06/2023	700-00-2171-0000	PR Batch 00001.11.2023 Health Insurance
November-2023	PR Batch 00002.11.2023 Health Ins - CoPay-2-l	4,577.08	11/20/2023	700-00-2171-0000	PR Batch 00002.11.2023 Health Ins - CoPr
November-2023	PR Batch 00001.11.2023 Health Ins - CoPay-1	3,150.00	11/06/2023	700-00-2171-0000	PR Batch 00001.11.2023 Health Ins - CoPr
	Check Total:	22,339.93			
Vendor: 1166	HEALTHPARTNER-DENTAL				
November-2023	PR Batch 00002.11.2023 Dental - Non Union-In	1,516.16	11/20/2023	700-00-2184-0000	ACH Enabled: True PR Batch 00002.11.2023 Dental - Non Uni
	Check Total:	1,516.16			
Vendor: 2	ICMA RETIREMENT TRUST-302131-457				
PR-11-20-2023	PR Batch 00002.11.2023 Deferred-MissionSq-FI	1,578.84	11/20/2023	700-00-2176-0000	ACH Enabled: True PR Batch 00002.11.2023 Deferred-Missior

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
PR-11-20-2023	PR Batch 00002.11.2023 Deferred-MissionSq-Pt	91.99	11/20/2023	700-00-2176-0000	PR Batch 00002.11.2023 Deferred-MissionSq-Pt
	Check Total:	1,670.83			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 6	ACH Enabled: True
PR-11-20-2023	PR Batch 00002.11.2023 State Income Tax	3,365.34	11/20/2023	700-00-2173-0000	PR Batch 00002.11.2023 State Income Tax
PR-11-20-2023-A	PR Batch 00003.11.2023 State Income Tax	768.82	11/20/2023	700-00-2173-0000	PR Batch 00003.11.2023 State Income Tax
	Check Total:	4,134.16			
Vendor: 1091	MSRS-MN DEFERRED COMP PLAN 457			Check Sequence: 7	ACH Enabled: True
PR-11-20-2023	PR Batch 00002.11.2023 Deferred Comp-MSRS	2,579.00	11/20/2023	700-00-2176-0000	PR Batch 00002.11.2023 Deferred Comp-MSRS
	Check Total:	2,579.00			
Vendor: 665	OPTUM BANK			Check Sequence: 8	ACH Enabled: True
PR-11-20-2023	PR Batch 00002.11.2023 HSA-OPTUM BANK	871.15	11/20/2023	700-00-2183-0000	PR Batch 00002.11.2023 HSA-OPTUM B.
	Check Total:	871.15			
Vendor: 9	PERA			Check Sequence: 9	ACH Enabled: True
PR-11-20-2023	PR Batch 00002.11.2023 MN-PERA Deduction	5,180.76	11/20/2023	700-00-2175-0000	PR Batch 00002.11.2023 MN-PERA Dedu
PR-11-20-2023	PR Batch 00002.11.2023 MN PERA Benefit Em	5,977.80	11/20/2023	700-00-2175-0000	PR Batch 00002.11.2023 MN PERA Benef
PR-11-20-2023-A	PR Batch 00003.11.2023 MN-PERA Deduction	938.52	11/20/2023	700-00-2175-0000	PR Batch 00003.11.2023 MN-PERA Dedu
PR-11-20-2023-A	PR Batch 00003.11.2023 MN PERA Benefit Em	1,082.91	11/20/2023	700-00-2175-0000	PR Batch 00003.11.2023 MN PERA Benef
	Check Total:	13,179.99			
	Total for Check Run:	70,461.90			
	Total of Number of Checks:	9			

Accounts Payable

Computer Check Proof List by Vendor

User: mnguyen
 Printed: 11/21/2023 - 2:57PM
 Batch: 00006.11.2023 - AP-11-27-2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 817	ARCPPOINT LABS OF EDEN PRAIRIE				ACH Enabled: False
3120	Drug Testing	43.00	11/27/2023	101-32-4305-0000	Check Sequence: 1
	Check Total:	43.00			
Vendor: 677	BOLTON & MENK, INC.				ACH Enabled: True
324170	2023 Drainage Repairs	7,185.25	11/27/2023	631-00-4303-0000	Check Sequence: 2
324171	General Engineering	9,642.50	11/27/2023	101-31-4303-0000	
324173	2023 Pavement Markings	880.50	11/27/2023	101-31-4303-0000	
324174	Sanitary Sewer Cleaning 2022	1,281.00	11/27/2023	611-00-4303-0000	
324175	Birch Bluff St-Utility Imprvmt	52,284.30	11/27/2023	414-00-4303-0000	
324176	Eureka Road Street & Utility	6,365.50	11/27/2023	418-00-4303-0000	
324177	Freeman Park Trail Improvement	23,152.00	11/27/2023	402-00-4400-0000	
324178	GIS-Utilities-Street	1,024.00	11/27/2023	101-31-4303-0000	
324178	GIS-Utilities-Stormwater	695.00	11/27/2023	631-00-4303-0000	
324178	GIS-Utilities-Water	858.00	11/27/2023	601-00-4303-0000	
324178	GIS-Utilities-Sewer	2,138.00	11/27/2023	611-00-4303-0000	
324179	Lake Park Villas-24250 Smithtown Rd-TSML Pr	1,253.50	11/27/2023	101-00-3414-0000	
324180	Lift Station 11 Rehabilitation	1,742.50	11/27/2023	611-00-4303-0000	
324182	Maple Shores Development	2,225.50	11/27/2023	101-00-3414-0000	
324183	Mill Street Trail	732.00	11/27/2023	417-00-4303-0000	
324184	MS4 Administration	1,596.50	11/27/2023	631-00-4302-0009	
324185	Shorewood Ln Ravine Restore	561.00	11/27/2023	631-00-4303-0000	
324186	Smithtown Pond	3,602.75	11/27/2023	631-00-4303-0000	
324187	Strawberry Ln St Reconst & Thl	45,841.38	11/27/2023	409-00-4303-0000	
324188	Walnut Grove Villas	644.50	11/27/2023	101-00-3414-0000	
324191	Water System Improvement	2,840.50	11/27/2023	601-00-4303-0000	
	Check Total:	166,546.18			
Vendor: 1221	CAMPBELL KNUTSON P.A.				ACH Enabled: True
3526-0000G-22	General Matters/Administration	2,379.00	11/27/2023	101-16-4304-0000	Check Sequence: 3
3526-0001G-22	Planning & Zoning-Red Granite Construction-E;	1,225.00	11/27/2023	101-00-3414-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3526-0002G-19	Public Works	210.00	11/27/2023	101-16-4304-0000	
3526-0004G-21	Ugerots Litigation	1,192.96	11/27/2023	101-16-4304-0000	
3526-0008G-12	Strawberry Lane Condemnation	408.00	11/27/2023	409-00-4304-0000	
3526-0009G-10	Code Enforcement-5815 Club Lane	855.50	11/27/2023	101-16-4304-0000	
3526-0010G-4	5880 Prestwick Court - Code Enforcement	19.00	11/27/2023	101-00-3414-0000	
3526-0999G-25	Prosecution	4,183.24	11/27/2023	101-16-4304-0000	
	Check Total:	10,472.70			
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 4	ACH Enabled: True
10-30-2023	20405 Knightsbridge Rd	33.87	11/27/2023	601-00-4394-0000	
10-30-2023	28125 Boulder Bridge	72.01	11/27/2023	601-00-4396-0000	
10-30-2023	24200 Smithtown Rd	122.10	11/27/2023	101-32-4380-0000	
10-30-2023	6000 Eureka Road	27.36	11/27/2023	101-52-4380-0000	
10-30-2023	5755 Country Club Rd	81.12	11/27/2023	101-19-4380-0000	
79456885-102423	5735 Country Club Rd-SCEC	148.39	11/27/2023	201-00-4380-0000	
86501806-102423	20630 Manor Rd	32.96	11/27/2023	101-52-4380-0000	
	Check Total:	517.81			
Vendor: 1096	DAVEY RESOURCE GROUP, INC.			Check Sequence: 5	ACH Enabled: True
9000011944	Tree Services	9,824.50	11/27/2023	101-32-4400-0000	
	Check Total:	9,824.50			
Vendor: 865	DEM-CON COMPANIES			Check Sequence: 6	ACH Enabled: False
16936	Street Spweeing Disposal	1,155.53	11/27/2023	631-00-4400-0000	
	Check Total:	1,155.53			
Vendor: 1159	DONOVAN CREATIVE GROUP			Check Sequence: 7	ACH Enabled: False
1092	Employee Wellness Program Recognition	285.00	11/27/2023	101-13-4245-0000	
	Check Total:	285.00			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 8	ACH Enabled: True
972375	PH 2024 Fee Scheduled	51.20	11/27/2023	101-18-4351-0000	
972510	PH 2024 Fee Scheduled	33.00	11/27/2023	101-18-4351-0000	
	Check Total:	84.20			
Vendor: 1342	JORDAN & ANGELA ENSRUD			Check Sequence: 9	ACH Enabled: False
26305SR-Nov/23	Escrow Refund - 26305 Smithtown Road	11,625.00	11/27/2023	880-00-2200-0000	

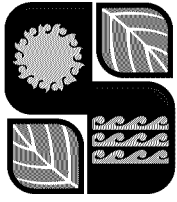
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	11,625.00			
Vendor: 186	FERGUSON WATERWORKS, LLC. No.2518			Check Sequence: 10	ACH Enabled: False
523133-1	Project-Water Meters Purchased	2,825.00	11/27/2023	211-00-4265-0000	
	Check Total:	2,825.00			
Vendor: 1366	GILBERT MECHANICAL CONTRACTORS, LLC			Check Sequence: 11	ACH Enabled: False
238284	Furnace for the Conference Room No Heating	555.95	11/27/2023	201-00-4400-0000	
	Check Total:	555.95			
Vendor: 211	HAWKINS, INC.			Check Sequence: 12	ACH Enabled: True
6624809	Chemicals Water Treatment	0.00	11/27/2023	601-00-4245-0000	
6624809	Chemical Tank Rental	140.00	11/27/2023	601-00-4400-0000	
	Check Total:	140.00			
Vendor: 216	HENNEPIN COUNTY RECORDER & REGISTRAR OF TITLES			Check Sequence: 13	ACH Enabled: False
25365SR-Stormwa	Stormwater Agreement-25365 Smithtown Road	46.00	11/27/2023	101-13-4400-0000	Record
Resol#23-113	Assessment Agreement Wate Comm-26625 Strawl	46.00	11/27/2023	101-13-4400-0000	Record
	Check Total:	92.00			
Vendor: 471	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 14	ACH Enabled: False
1000215147	Assessment Service-1st Half 2024	90,500.00	11/27/2023	101-16-4400-0000	
1123-22	Special Assessments Charges - Levy#20625 & I'	6.00	11/27/2023	101-15-4400-0000	
	Check Total:	90,506.00			
Vendor: 1372	HOXIE HOMES & REMODELING LLC			Check Sequence: 15	ACH Enabled: False
454Lafayette	Escrow Refund-454 Lafayette Avenue	24,000.00	11/27/2023	880-00-2200-0000	
	Check Total:	24,000.00			
Vendor: 896	HUEBSCH SERVICES			Check Sequence: 16	ACH Enabled: True
20271179	SCEC - Mats	97.83	11/27/2023	201-00-4400-0000	
	Check Total:	97.83			
Vendor: 1332	JERRY'S PRINTING			Check Sequence: 17	ACH Enabled: False
94673	Mayor's Welcome Cards	230.00	11/27/2023	101-11-4351-0000	
94673	City's Welcome Cards	175.00	11/27/2023	101-13-4351-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	405.00			
Vendor: 1039	MID-COUNTY COOP			Check Sequence: 18	ACH Enabled: False
58929	Fuel	891.65	11/27/2023	101-32-4212-0000	
58930	Fuel	262.28	11/27/2023	101-32-4212-0000	
	Check Total:	1,153.93			
Vendor: 286	MIDWEST MAILING SYSTEMS INC			Check Sequence: 19	ACH Enabled: True
80203	Newsletter Postages	629.29	11/27/2023	101-13-4208-0000	
80203	Newsletter Svc	493.92	11/27/2023	101-13-4400-0000	
Dec-2023	Newsletter Postages	629.29	11/27/2023	101-13-4208-0000	
Dec-2023	Newsletter Service	493.92	11/27/2023	101-13-4400-0000	
	Check Total:	2,246.42			
Vendor: 800	MINNESOTA DEPARTMENT OF AGRICULTURE			Check Sequence: 20	ACH Enabled: False
20183200-2024	2024 Nursery Stock Dealer Certificate Renewal	225.00	11/27/2023	101-52-4433-0000	
	Check Total:	225.00			
Vendor: UB*00582	Daniel & Lucinda Noonan			Check Sequence: 21	ACH Enabled: False
	Refund Check 007415-000, 21115 Radisson Rd	31.61	11/21/2023	611-00-2010-0000	
	Refund Check 007415-000, 21115 Radisson Rd	13.54	11/21/2023	631-00-2010-0000	
	Refund Check 007415-000, 21115 Radisson Rd	13.55	11/21/2023	621-00-2010-0000	
	Check Total:	58.70			
Vendor: 1373	RICHARD & JENNIFER PEARCE			Check Sequence: 22	ACH Enabled: False
5905GrantStreet	Escrow Refund-5905 Grant Street	13,575.00	11/27/2023	880-00-2200-0000	
	Check Total:	13,575.00			
Vendor: 685	BRENDA PRICCO			Check Sequence: 23	ACH Enabled: True
Jun-Nov-2023	Jun - Nov-2023-Mileage	161.16	11/27/2023	101-13-4331-0000	
	Check Total:	161.16			
Vendor: 338	QUALITY RESOURCE GROUP, INC.			Check Sequence: 24	ACH Enabled: False
#IN-19047	Laser Utility Bills	230.70	11/27/2023	601-00-4200-0000	
#IN-19047	Laser Utility Bills	230.69	11/27/2023	631-00-4200-0000	
#IN-19047	Laser Utility Bills	230.70	11/27/2023	611-00-4200-0000	
#IN-19047	Laser Utility Bills	230.69	11/27/2023	621-00-4200-0000	
#IN-19047	Checks	583.55	11/27/2023	101-15-4200-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,506.33			
Vendor: 1374	SIGN SOLUTIONS USA, LLC			Check Sequence: 25	ACH Enabled: False
408944	Sign-Park	46.87	11/27/2023	101-52-4245-0000	
	Check Total:	46.87			
Vendor: 360	SOUTH LAKE MINNETONKA POLICE DEPARTMENT			Check Sequence: 26	ACH Enabled: False
FlockSystem-Oct-202:	Flock Systems-2023/2024	800.00	11/27/2023	101-21-4440-0000	
	Check Total:	800.00			
Vendor: 1101	SPRINGBROOK HOLDING COMPANY LLC			Check Sequence: 27	ACH Enabled: True
CM-000651	Springbrook-CivicPay Fees	-10.75	11/27/2023	621-00-4450-0000	
CM-000651	Springbrook-CivicPay Fees	-10.75	11/27/2023	631-00-4450-0000	
CM-000651	Springbrook-CivicPay Fees	-10.75	11/27/2023	611-00-4450-0000	
CM-000651	Springbrook-CivicPay Fees	-10.75	11/27/2023	601-00-4450-0000	
INV-015331	Springbrook-CivicPay Fees	287.00	11/27/2023	621-00-4450-0000	
INV-015331	Springbrook-CivicPay Fees	287.00	11/27/2023	631-00-4450-0000	
INV-015331	Springbrook-CivicPay Fees	287.00	11/27/2023	611-00-4450-0000	
INV-015331	Springbrook-CivicPay Fees	287.00	11/27/2023	601-00-4450-0000	
	Check Total:	1,105.00			
Vendor: UB*00580	William & Kathryn Tomlinson			Check Sequence: 28	ACH Enabled: False
	Refund Check 006344-000, 22035 Stratford PI	22.53	11/21/2023	601-00-2010-0000	
	Refund Check 006344-000, 22035 Stratford PI	4.01	11/21/2023	631-00-2010-0000	
	Refund Check 006344-000, 22035 Stratford PI	11.60	11/21/2023	621-00-2010-0000	
	Check Total:	38.14			
Vendor: 1348	TOSHIBA AMERICA BUSINESS SOLUT			Check Sequence: 29	ACH Enabled: True
5027392969	SCEC - Printer Lease-Acct#450-0107118-000	130.07	11/27/2023	201-00-4400-0000	
	Check Total:	130.07			
Vendor: 1370	TOSHIBA AMERICA BUSINESS SOLUTIONS			Check Sequence: 30	ACH Enabled: False
6142637	US0168238MA-Oct Svc	14.07	11/27/2023	201-00-4400-0000	
	Check Total:	14.07			
Vendor: 1356	TURNKEY RESTORATION			Check Sequence: 31	ACH Enabled: False
2439	Gutters-SE Wellhouse	1,460.00	11/27/2023	601-00-4223-0000	
2440	Gutters-Amesbury Wellhouse	1,440.00	11/27/2023	601-00-4223-0000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	2,900.00			
Vendor: 1083	UNIFIRST CORPORATION				ACH Enabled: True
Aug-2023-#1562857	Account#1562857 - Uniforms Services	1,026.68	11/27/2023	101-32-4400-0000	Check Sequence: 32
	Check Total:	1,026.68			
Vendor: 421	VERIZON WIRELESS				ACH Enabled: False
9948245169	612-292-2968/7023/1196 & 612-368-0176	81.03	11/27/2023	601-00-4321-0000	Acct #842017386-00001
9948245169	612-292-2968/7023/1196 & 612-368-0176	81.03	11/27/2023	611-00-4321-0000	Acct #842017386-00001
9948245169	612-292-2968/7023/1196 & 612-368-0176	81.03	11/27/2023	631-00-4321-0000	Acct #842017386-00001
9948245169	612-581-4949-Sandie Thone	41.23	11/27/2023	101-13-4321-0000	Acct #842017386-00001
9948245169	612-581-2856-Eric Wilson	41.23	11/27/2023	101-13-4321-0000	Acct #842017386-00001
9948245169	612-581-4018-Jason Carlson	41.23	11/27/2023	101-18-4321-0000	Acct #842017386-00001
9948245169	612-581-6609-WadeWoodward	41.23	11/27/2023	101-24-4321-0000	Acct #842017386-00001
9948245169	612-581-3780-Marie Darling	41.23	11/27/2023	101-18-4321-0000	Acct #842017386-00001
9948245169	612-581-3931-Marc Nevinski	46.23	11/27/2023	101-13-4321-0000	Acct #842017386-00001
9948245169	612-581-5835-Janelle Crossfield	41.23	11/27/2023	201-00-4321-0000	Acct #842017386-00001
	Check Total:	536.70			
Vendor: UB*00583	Paul Vincent				ACH Enabled: False
	Refund Check 009768-000, 5440 Wedgewood E	44.06	11/21/2023	611-00-2010-0000	Check Sequence: 34
	Refund Check 009768-000, 5440 Wedgewood E	18.89	11/21/2023	631-00-2010-0000	
	Refund Check 009768-000, 5440 Wedgewood E	18.88	11/21/2023	621-00-2010-0000	
	Check Total:	81.83			
Vendor: UB*00581	Clayton & Madison Ward				ACH Enabled: False
	Refund Check 009525-000, 19555 Silver Lk Trl	96.71	11/21/2023	601-00-2010-0000	Check Sequence: 35
	Refund Check 009525-000, 19555 Silver Lk Trl	1.22	11/21/2023	601-00-2010-0000	
	Refund Check 009525-000, 19555 Silver Lk Trl	56.18	11/21/2023	611-00-2010-0000	
	Refund Check 009525-000, 19555 Silver Lk Trl	18.65	11/21/2023	631-00-2010-0000	
	Refund Check 009525-000, 19555 Silver Lk Trl	7.00	11/21/2023	621-00-2010-0000	
	Check Total:	179.76			
Vendor: 408	WM MUELLER & SONS INC				ACH Enabled: True
295377	Road Maint	313.90	11/27/2023	101-32-4250-0000	Check Sequence: 36
295426	Road Maint	157.17	11/27/2023	101-32-4250-0000	
295485	Road Maint	133.92	11/27/2023	101-32-4250-0000	
	Check Total:	604.99			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 411	XCEL ENERGY, INC.			Check Sequence: 37	ACH Enabled: True
852588801	5655 Merry Lane	32.59	11/27/2023	101-52-4380-0000	5655 Merry Lane
852743222	5500 Old Market Rd	58.00	11/27/2023	601-00-4398-0000	5500 Old Market Rd
853967173	C.H. Svcs	590.42	11/27/2023	101-19-4380-0000	C.H. Svcs
853967173	P.W. Bldg Svc	257.43	11/27/2023	101-32-4380-0000	P.W. Bldg Svc
853967173	P.W. Street Lights Svc	4,016.13	11/27/2023	101-32-4399-0000	P.W. Street Lights Svc
853967173	Parks	324.00	11/27/2023	101-52-4380-0000	Parks
853967173	Amesbury	185.84	11/27/2023	601-00-4394-0000	Amesbury
853967173	Boulder Bridge	46.08	11/27/2023	601-00-4396-0000	Boulder Bridge
853967173	S.E. Area Svc	2,371.26	11/27/2023	601-00-4398-0000	S.E. Area Svc
853967173	Lift Station Street Lights	558.49	11/27/2023	611-00-4380-0000	L.S. Street Lights
	Check Total:	8,440.24			
	Total for Check Run:	354,006.59			
	Total of Number of Checks:	37			



Item
2D

City Council Meeting Item

Title/Subject: Approve Holiday Schedule
Meeting Date: November 27, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: None

Background:

Shorewood's Personnel Policy allows for one half-day holiday for Christmas Eve and one full day holiday for Christmas Day. Christmas day lands on Monday, December 25, 2023, and will be designated and observed as the one-day paid holiday for regular FT and PT (on a pro-rated basis) Shorewood employees. Friday, December 22, 2023, will be designated as the Christmas Eve holiday and be paid at a half day holiday for regular FT and PT (on a pro-rated basis) Shorewood employees.

Phone and walk-in business is typically very slow the week of Christmas and leading up to the New Year. In addition, many employees opt to utilize vacation days for some or many of these days. Staff is requesting to officially close city hall this year all day on Friday, December 22, 2023, in observance of the Christmas Eve Holiday. City Hall Staff may use personal, vacation, or accrued comp time for the additional hours not covered by holiday pay.

As established by the Union contract, the Public Works Department will remain open for the half-day on Friday, December 22, 2023.

City Hall closures are posted on the city website and posted on the front door at City Hall.

Action Requested: Staff respectfully recommends the city council authorize the official closure of City Hall for the Christmas Eve Holiday on December 22, 2023 and allow staff to use personal, vacation or comp time for the additional hours not covered by holiday pay. Motion, second and simple majority.



City of Shorewood

2E

City Council Meeting Item

Title/Subject: Approve Quotes AV Equipment for SCEC
Meeting Date: November 27, 2023
Prepared by: Janelle Crossfield, Parks and Recreation Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Quote for Mobile AV Cart
Quote for Projector and Screen

Background in Recommendation:

The 2023 Capital Improvement Plan (CIP) for Shorewood Community and Event Center (SCEC) has an amount of \$10,000 for painting and \$10,000 for a remodel of the Activity Room. After prioritizing building needs, staff recommend foregoing these projects and instead investing in A/V equipment to better suit the needs of building users.

Usage of the Shorewood Community and Event Center for rentals, educational programs and community meetings have been limited by the existing AV equipment. Staff worked with three different vendors to discuss solutions to this challenge. Options for upgrading each individual room were initially reviewed. However, in talks of budget, the frequency of multiple rooms needing special AV at the same time and the number of attendees for the average rental resulted in exploring the option of a mobile AV cart, portable screen and projector. Staff received quotes from two vendors for these solutions. The third vendor declined to quote the scaled down project.

The mobile AV cart could be utilized in any room, even with the rooms divided and both sides being occupied and features a 75" display as well as teleconferencing capabilities. This mobile AV cart solution would be available to renters with a modest additional fee.

The mobile AV cart includes a LCD, 75" 4K/UHD display, a conferencing webcam, rally bar all-in-one video bar, mounting bracket, electric height adjustable cart (to get through doorways) and a shelf for setting your laptop or other device on.

While the mobile AV cart will be a great solution for the majority there are still times when users of the full banquet room or full activity room could benefit from a larger screen and brighter projector. When the room is being used for presentations and educational purposes the text on the screen is small and challenging to read. Additionally, there is light bleed through the shades that the projector is not bright enough to compensate for, plus minimal lights are kept on for attendees to be able to see, take notes, move around the room, etc. The existing projector is 280 lumens, a mid-size room daytime use recommendation is 5000 lumens. Renters have expressed disappointment in the quality of our projector and screen when reserving the room for educational conferences and seminars. They also had a hard time hearing the

presenters, affordable solutions to the banquet room sound system are being researched and will be presented in future budget/long-term planning meetings.

Staff Recommendation:

Staff recommends the purchase of the mobile AV cart, a 77x120" portable screen and a 5500 Lumen projector for the Shorewood Community and Event Center. The purchase of these items will help to attract and keep more rentals and provide recurring renters with a standard level of service that is common with community center rentals.

Mobile AV Cart:

Total Equipment Cost		\$7,797.31
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system		
Professional Integration Services		\$2,738.00
Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL		
Direct Costs		\$0.00
Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals		
General & Administrative		\$243.33
Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable		
	Subtotal	\$10,778.64
	Tax	\$0.00
	Total	\$10,778.64

Projector and Screen:

Total Equipment Cost		\$2,143.83
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system		
Professional Integration Services		\$504.00
Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL		
Direct Costs		\$0.00
Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals		
General & Administrative		\$60.91
Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable		
	Subtotal	\$2,708.74
	Tax	\$230.92
	Total	\$2,939.66

Financial or Budget Considerations:

Adequate funding exists in the 2023 CIP – 201 Community and Event Center Fund in the amount of \$31,021.55, enough to cover the cost of the mobile AV cart, projector, and screen.

Action Requested:

Motion to approve the purchase of a mobile AV cart, projector, and screen from AVI-SPL in the amount of \$13,718.30. Simple majority vote required.

Proposal Prepared For

City Of Shorewood

Shorewood Community and Event Center AV



2730 Arthur Street
Roseville, MN 55113
(651) 287-7000
Fax: (651) 287-7001
www.avispl.com

Prepared by: Joe Thompson
Joe.Thompson@avispl.com
Proposal no: 424093-4

Thank you for the opportunity to provide this proposal.

We're excited to work with you.

At AVI-SPL, our goal is to empower meaningful communication and collaboration. By understanding your needs and applying our expertise, we help you improve the user experience of your collaboration systems – anywhere in the world.

Here's how we do it.

Like you, we take a holistic approach. No matter where you are on your journey to plan, deploy, and operate your optimal collaboration environment, we can guide and support you. Together, we'll achieve a new state of working together and manage the full lifecycle of the technology powering it.

And here's why.

As a digital enablement solutions provider, we transform how people and technology connect to elevate experiences, create new value, and enable organizations such as yours to thrive and grow. Our vision – to help your teams work smarter and live better.



We take your investment in collaborative solutions as seriously as you do.

That’s why we’re with you every step of the way, making sure you have the support to keep your business running smoothly and that you get the return on investment you expect.

The hallmark of AVI-SPL’s client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



When you partner with us as your trusted guide, you will experience:



Commitment

A partner **committed** to your success and making a positive impact on your organization and our world



Expertise

Expertise you can trust to guide your digital transformation and realize your business objectives



Proven Record

A **proven** track record of supporting deployment and managed services in-country, wherever needed



Global Reach

Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world



Customer Experience

World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology



Analytics

Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application

AVI-SPL Solution Scope of Work

After careful and deliberate consideration of your requirements, we are pleased to provide the following audiovisual solutions scope of work. The scope of work noted is based on sound engineering principles, reliable technology, and have been formulated specifically to meet your requirements.

Project Overview

AVI-SPL will install a 75" display with a conferencing soundbar mounted on an electric adjustable cart. The soundbar will provide a USB connection to facilitate Bring Your Own Device (BYOD) conferencing for user laptops.

An option has been provided to install a two-piece projection system with 60" x 96" manual screen and sound reinforcement speakers and microphones to the large conference room. Audio settings and volume control will be managed by a mixer and amplifier installed within the existing equipment rack.

Network and Network Security

The integration of Audio-Visual hardware can consist of many different devices and systems, each with varying network requirements, impacts to traffic and routing, and unique management and security processes. AVI-SPL will work with City of Shorewood identified stakeholders to properly assess network requirements and deployment considerations.

AVI-SPL will design the system to meet identified network requirements and will provide construction drawings and a list of devices before installation on site. At the time of installation, AVI-SPL will connect devices according to the documented system design and identified network requirements. The following network design is being followed for this project:

Client Network

Devices reside on the owner network and installed hardware is configured and deployed within the owner requirements and systems requirements. Common network segmentation may include:

- Grouping devices by traffic patterns.
- Grouping devices for security and safety.
- Grouping devices by traffic types.
- Grouping devices geographically.

** Please see the "**Customer Responsibilities**" and "**Software Licenses and Service Accounts**" sections of this document for deployment best practices and installation requirements. Additional information regarding specific applicable processes and procedures can be referenced in the "**AVI-SPL Network and Security**" addendum to this document. **

Customer Responsibilities

These are items that AVI-SPL is dependent upon to complete the project scope of work on time, however, these requirements and responsibilities are not provided by AVI-SPL. For a complete list of exclusions, please refer to the Integration Inclusions and Exclusions section of this proposal.

These requirements must be provided by the owner or other 3rd parties and may fall under the responsibility of an Architect, General Contractor, Electrical Contractor, Data Contractor, Security Contractor, Furniture/Millwork Contractor, IT departments, Facilities or Real Estate groups.

- All required backing and any other wall reinforcement required to safely accommodate displays. Any display wall shall be properly backed to withstand the weight of the display with a safety factor of at least 5:1.
- All AC power at the equipment locations, including hardwired power connections.
- All required conduit for low voltage cable paths to AV equipment.
- All ceiling work required to accommodate the projectors, projection screens, or other equipment.
- All required millwork modifications to tables or other millwork.
- Proper heat dissipation venting for the equipment in this system. Where convection cooling is not possible, a powered venting system with thermostatically controlled quiet fans.
- All required network configuration for any network connection to the client network.
- All software or hardware licenses not specifically provided in this scope of work or associated bill of materials.
- All software or hardware configuration for owner furnished equipment.
- Where VoIP is utilized, all required configuration information prior to installation.
- All cable/satellite/over-the-air TV connections and all associated hardware.

Site Readiness

The minimum acceptable site conditions of the project site for the installation of electronic equipment are as follows.

- The rooms and directly adjacent areas into which the equipment will be installed must be dust-free with floor, ceiling, and wall finishes to be completely installed in the rooms affected by the equipment.
- The rooms into which the equipment will be installed must be secure.
- All Electrical power, conduit systems, HVAC systems, IT requirements (wired or wireless services), communication circuits, and or other services required by the systems and equipment should be fully installed, energized, and configured for use.
- All furniture into which components of the equipment will be installed shall be present at the time of staging and/or installation.
- All telephone, POTS, VOIP, modem, PRI, data, LAN, and telecommunications connections are installed, fully tested, and active.
- Configuration of OFE networks, applications, servers, and services to provide interoperability with installed systems.
- Coordination and timely IT support and documentation (such as providing IP addresses or account credentials).

Software Licenses and Service Accounts

Supervised or direct access to systems must be provided as needed for a properly provisioned and licensed account where appropriate. Examples include Zoom Rooms activation codes, Microsoft Teams accounts, calendar service account, and more.

- The customer may decide not to provide credentials to AVI-SPL, and to provision the installed hardware themselves. In this case AVI-SPL will be unable to fully test the system before receiving sign-off for the installation. All system components will be tested individually to ensure proper stand-alone function, and project sign-off will be requested before technicians leave site.

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- If AVI-SPL is unable to properly commission and test the system at the time of installation due to issues with access, an additional site visit may be required. Any additional visits will be billed at the standard contracted labor rate, provided Customer is at fault and approves additional cost in advanced and in writing, scheduling will be done on a best effort basis.

Room Environmental Considerations

To maximize the user experience in a conferencing room, the following parameters should be observed:

- The room should have a measured ambient noise level of no more than NC35. For new spaces, the design parameters for the mechanical engineering within the room should have a target NC of 35 or less. Ambient noise includes noise from the air handling systems, mechanical systems and noises outside the building. Noise levels above this specification adversely affects the meeting environment and may degrade the overall audio quality and intelligibility of a conference call. This is especially important when ceiling microphones are utilized. If a problem is identified with ambient noise levels, AVI-SPL can work with your mechanical engineer to identify possible solutions to lower the NC rating and improve the meeting experience.
- Reverberation time (T60) for typical conference rooms should be less than 0.6 seconds in the 125 - 4000 Hz octave bands to provide an optimum meeting experience and acceptable audio quality in a conference call. A significant number of hard surfaces in a room (glass, drywall or other surfaces) can adversely affect audio intelligibility and the meeting experience overall. Acoustic treatment is advised for rooms with higher T60 levels. If the room requires acoustically treatment, AVI-SPL can provide direction and solutions to overcome this issue and enhance the meeting experience for the participants.
- Evenly distributed lighting is important for videoconferencing applications. Lighting on the faces of the participants should be at least 40-foot candles and should be evenly distributed throughout the camera's field of view. Where the camera's field of view includes windows, recommended window treatment should be employed to provide an acceptable background for the camera to view the participants.
- When microphones are used for local voice reinforcement, the amount of available gain before feedback is dependent on the microphone's location within the room. Placement of the microphone immediately below a ceiling speaker may adversely affect the overall required audio level and cause feedback. Care should be taken to reduce the volume level of the microphone or locate the microphone(s) correctly to minimize the possibility of feedback.

Room Summary - 75" - Electric Cart Option

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		DISPLAY			
LG ELECTRONICS	LGE75UR640S9UD	LCD, 75" 4K/UHD, 330 NITS, 1200:1, ATSC, SPKRS, TAA	1	\$1,878.05	\$1,878.05
CHIEF	CHILPE1U	CART, ELECTRIC HEIGHT ADJUSTABLE L - US	1	\$1,687.06	\$1,687.06
CHIEF	CHIPAC870	SHELF, LARGE ELEC HEIGHT-ADJ	1	\$123.73	\$123.73
		CONFERENCING			
LOGITECH	LOG960001308	WEBCAM, RALLY BAR ALL-IN-ONE VIDEO BAR MEDIUM ROOM(GRAPHITE)	1	\$3,600.32	\$3,600.32
LOGITECH	LOG952000041	MOUNT, MOUNTING BAR FOR TV MOUNT	1	\$161.15	\$161.15
				Subtotal	\$7,450.31

Room Support and Maintenance

Warranty; 3-months		\$0.00
	Equipment Total	\$7,450.31
	Installation Materials	\$347.00
	Professional Services	\$2,738.00
	Direct Costs	\$0.00
	General & Administrative	\$243.33
	Subtotal	\$10,778.64

For informational purposes only – all Purchase Orders must match Investment Summary details.

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Investment Summary

Prepared For:	Janelle Crossfield Crossfield	Prepared By:	Joe Thompson
	City Of Shorewood	Date Prepared:	11/15/2023
	5735 Country Club Road	Proposal #:	424093-4
	Excelsior, MN 55331-8926	Valid Until:	12/16/2023

Total Equipment Cost	\$7,797.31
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system	
Professional Integration Services	\$2,738.00
Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL	
Direct Costs	\$0.00
Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals	
General & Administrative	\$243.33
Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable	
Subtotal	\$10,778.64
Tax	\$0.00
Total	\$10,778.64

*** ANY and all applicable taxes will be included upon invoicing**

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Terms and Conditions

This Proposal together with AVI-SPL’s General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the “Agreement”) constitutes the entire agreement between AVI-SPL LLC (“Seller”, “AVI-SPL”, “we”, “us”, “our”) and the buyer/customer identified in the Proposal (“Buyer”, “Customer”, “Client”, “you”, “your”) with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller’s confirmation in writing of Buyer’s order and Seller’s performance under the applicable Proposal. Any terms and conditions contained in Buyer’s purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer’s receipt of invoice. For purposes of this Agreement, “Stand-alone Services” means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Integration Inclusions and Exclusions

Inclusions

The following items are **included** in this proposal unless **specifically noted otherwise** within this proposal document or scope of work statement:

- All equipment, wire, and accessories required for a fully functional audio/visual system per the agreed upon scope of work.
- Non-union labor associated with audio/visual system engineering, installation, programming, and testing.
- Documentation package including complete as-built AV system diagrams, and manufacturer’s operation manuals.
- Coordination and cooperation with the construction team in regard to installing the system.
- User demonstration of full AV system operation for final sign-off.



Any additional trips, labor, or materials due to failure of the other workforces to have the audiovisual system rough-in work completed as anticipated and previously confirmed, will be added to the project billing as required.

Unless otherwise agreed in writing by AVI-SPL, all work performed by AVI-SPL will take place between the hours of 8:00 a.m. and 6:00 p.m. local time, Monday through Friday, excluding public and bank holidays. If AVI-SPL is required to perform work outside of these hours, customer will be charged AVI-SPL’s standard overtime rates. Any changes in the hours or days of performance must be agreed to in writing by AVI-SPL.

Where applicable, the owner’s architect will provide AVI-SPL’s engineering department with all required architectural floor, reflected ceiling, building elevation, and section plans in AutoCAD® format at no charge to AVI-SPL.

Exclusions

The following items are **excluded** from this proposal **unless specifically identified otherwise** within this proposal document or scope of work statement.

- All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including, but not limited to, 110VAC, conduit, core drilling, raceway, and boxes.
- Voice/data cabling, IE analogue phone lines, ISDN lines, network ports, etc.
- Network connectivity, routing, switching, and port configuration necessary to support audiovisual equipment.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration, patching, removal, or fire stopping.
- Necessary sheet rock replacement, ceiling tile, T-bar replacement, and/or wall/ceiling repair.
- Any and all millwork (moldings, trim, etc.). All millwork or modifications to project millwork/furniture to accommodate the AV equipment is to be provided by others.
- Painting, patching, or finishing, of architectural surfaces.
- Permits (unless specifically provided for elsewhere in this proposal document or scope of work statement).
- Engineered (P.E.) seals and/or stamped structural/system details.
- HVAC and plumbing relocation.
- Rough-in, bracing, framing. or finish trim carpentry for installation.
- Cutting, structural welding, or reinforcement of structural steel members required for support of assemblies, if required.
- Owner furnished equipment or equipment furnished by others that is integrated into the systems (as described above) is assumed to be current, industry acceptable, and in good working order. If it is determined that this equipment is faulty upon installation, additional project charges may be incurred.
- Additional or specific manufacturer’s “User Adoption” training.
- Additional costs for union labor.



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Due to global supply chain constraints, Seller is experiencing longer than normal lead times on equipment. As a result, Seller cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such constraints. However, as the supply chain continues to improve, we will not be ordering equipment for jobs that start more than 120 days from when the contracted site is ready unless lead times are greater than 90 days.

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AVI-SPL LLC Initials

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Buyer Initials

Buyer Acceptance

Signed Name

Company Name

Printed Name, Title

Date

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Proposal Prepared For

City Of Shorewood

Fast fold Screen and projector



2730 Arthur Street
Roseville, MN 55113
(651) 287-7000
Fax: (651) 287-7001
www.avispl.com

Prepared by: Joe Thompson
Joe.Thompson@avispl.com
Proposal no: 440079-1

Thank you for the opportunity to provide this proposal.

We value our partnership with you.

At AVI-SPL, our goal is to build partnerships with our clients, and we appreciate our continued partnership with you.

We are dedicated to providing you with solutions that will enable your organization to perform at the highest level and be in a position to meet the challenges you face today and in the future.

You can count on the AVI-SPL team to deliver exceptional service and solutions to help you improve the user experience of your collaboration systems – anywhere in the world.

Our vision is to help your teams work smarter and live better.



At AVI-SPL, our goal is to empower meaningful communication and collaboration.

We take your investment in collaborative solutions as seriously as you do.

That’s why we’re with you every step of the way, making sure you have the support to keep your business running smoothly and you get the return on investment you expect.

The hallmark of AVI-SPL’s client success is our ability to keep pace with the technology trends that drive the way organizations operate, and to innovate and improve upon them so that we can offer customers a standard of quality that no other company can match.



When you partner with us as your trusted guide, you will experience:



Commitment

A partner **committed** to your success and making a positive impact on your organization and our world



Expertise

Expertise you can trust to guide your digital transformation and realize your business objectives



Proven Record

A **proven** track record of supporting deployment and managed services in-country, wherever needed



Global Reach

Optimized **global deployment** teams with in-country support teams to deliver localized solutions and service – anywhere in the world



Customer Experience

World-class **customer experience** with a continual improvement mindset informed by the ITIL methodology



Analytics

Focus on **actionable** business intelligence with routine reporting on key success metrics and usage analytics powered by our patented Symphony application

Investment Summary

Prepared For:	Janelle Crossfield Crossfield	Prepared By:	Joe Thompson
	City Of Shorewood	Date Prepared:	11/21/2023
	5735 Country Club Road	Proposal #:	440079-1
	Excelsior, MN 55331-8926	Valid Until:	12/22/2023

Total Equipment Cost	\$2,143.83
Includes cable, connectors, hardware, switches, relays, terminal blocks, panels, etc., to ensure complete and operational system	
Professional Integration Services	\$504.00
Includes engineering, project management, CAD, on-site installation and wiring, coordination and supervision, testing, checkout, owner training, etc. performed on the Owner's premises. Also includes all fabrication, modification, assembly, rack wiring, programming, warranties, etc., some performed at AVI-SPL	
Direct Costs	\$0.00
Includes non equipment or labor costs, such as travel expenses, per diem, lift and vehicle rentals	
General & Administrative	\$60.91
Includes all G & A expenses: vehicle mileage, shipping and insurance, as applicable	
Subtotal	\$2,708.74
Tax	\$230.92
Total	\$2,939.66

*** ANY and all applicable taxes will be included upon invoicing**

Purchase orders should be addressed to AVI-SPL LLC

Due to global semiconductor ("chip") shortages and supply chain disruptions pricing quoted in this proposal may change. Installation schedules are subject to current (daily) product availability and may be delayed or postponed.

Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located here and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing and Payment Terms

Unless otherwise agreed in writing by Buyer and Seller in the Proposal, the total Proposal price, excluding the price for Stand-alone Services (as defined in this section), shall be billed as follows, subject to continuing credit approval: 50% down payment at time of order, 40% upon delivery at Seller; 10% upon project completion and Buyer sign-off or first beneficial use, whichever occurs first, payable net 30 from Buyer's receipt of invoice. For purposes of this Agreement, "Stand-alone Services" means any Services not attached to an installation project. Billing and payment terms for Stand-alone Services are set forth in the applicable Service Addendum(a). Unless otherwise specified in the Proposal, Products are sold F.O.B. origin-Buyer to pay all shipping charges. If this Proposal covers Products or Services for more than one system, room, suite, or location, for purposes of payment in accordance with payment terms stated on the face hereof each room, suite, or location shall be treated as if the subject of a separate sale and payment made accordingly. Unless otherwise specified in the Proposal, all pricing and amounts are in US Dollars and all billing and payment shall be made in US Dollars.

Link to AVI-SPL Terms and Conditions: <https://avispl.com/terms-of-use/>

Buyer Acceptance

Buyer Legal Entity

Buyer Authorized Signature

Buyer Authorized Signatory Title

Buyer Authorized Signatory Name

Date

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Room Summary - Fast fold Screen and projector on a cart

Equipment List

Mfg	Model	Description	Qty	Unit Price	Extended Price
		Projector			
PANASONIC	PANPTVX610U	PROJECTOR, XGA 5500 LUMENS 11LB LCD 16000:1 CONTRAST	1	\$1,310.67	\$1,310.67
		Screen			
DA-LITE SCREEN COMPANY	DAL38322	SCREEN SURFACE, 77" X 120" FAST FOLD DELUXE DMBBF	1	\$645.38	\$645.38
				Subtotal	\$1,956.05

Room Support and Maintenance

Warranty; 3-months

\$0.00

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AVI-SPL LLC Initials

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Buyer Acceptance

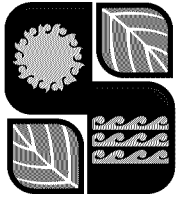
Signed Name

Company Name

Printed Name, Title

Date

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City Council Meeting Item

Title/Subject: Spring & Summer 2023 Photo Contest
Meeting Date: Monday, November 27, 2023
Prepared by: Eric Wilson, Communications & Recycling Coordinator
Reviewed by: Sandie Thone, City Clerk/Human Resources Director
Attachments: 2023 Spring & Summer Photo Contest Winners PPT

Item 4A

Background:

On November 16, 2017 the city rolled out its first photo contest and six years later we have just completed our twelfth bi-annual Community Photo Contest. The goal of the latest contest was for participants to submit photos that show off the joy of living in Shorewood in the Spring and Summer months. The contest entrants submitted photos in the following four categories: (1) Summer Delights, (2) Spring Wonder, (3) People and Pets, (4) Wildlife

Winners in each category will have their photos framed and displayed at City Hall or the Shorewood Community & Event Center and will each receive a framed print. Submissions were received from the first day of Spring and due by October 31, 2023. We had 16 total submissions. City Hall staff voted anonymously. The winners of the Spring/Summer 2023 photo contest are as follows:

Summer Delights Category: *Last Rays of Summer, submitted by Judy Voigt Englund*

Spring Wonder Category: *Christmas Lake Road by Molly Bragg*

People and Pets Category: *Sunday Funday with Daddy by Merry Beth Freienmuth*

Wildlife Category: *Blue Heron Thoughts, submitted by Bryan Oakley*

Financial or Budget Considerations:

N/A

Action Requested:

N/A

Spring & Summer 2023 Photo Contest Winners

Last Rays of Summer

By Judy Voigt Englund

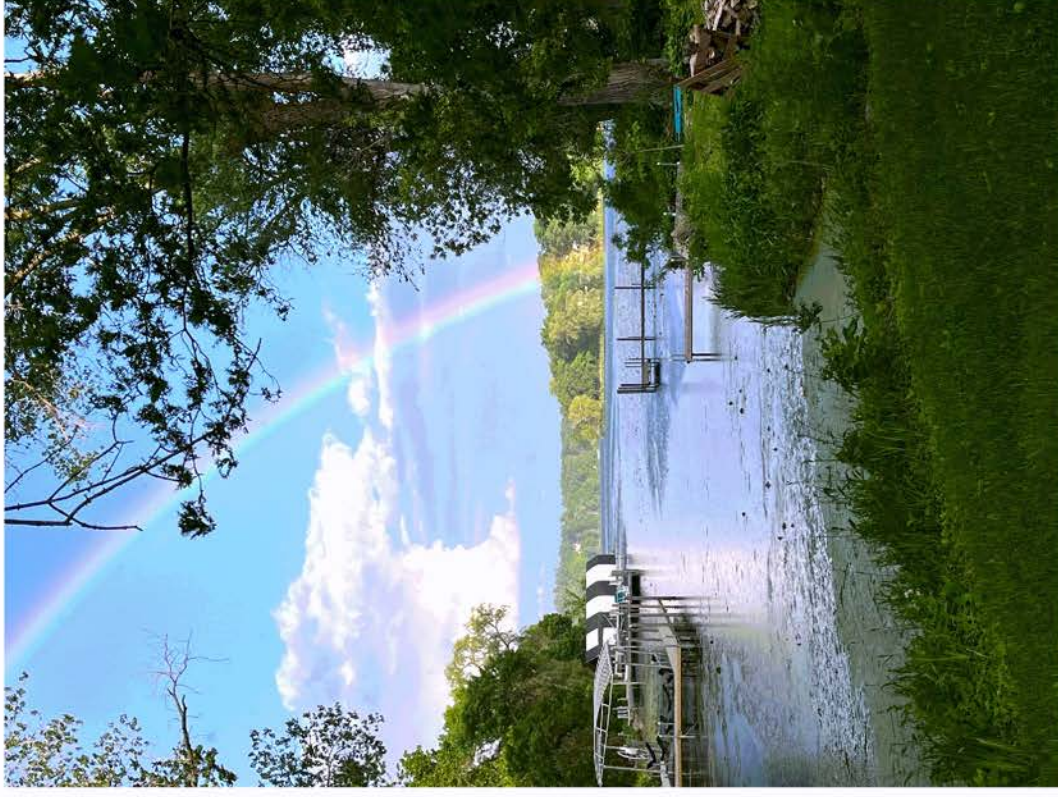
Category: Summer Delights



Christmas Lake Road

By Molly Bragg

Category: Spring Wonder



Sunday Funday with Daddy

By Merry Beth Freienmuth

Category: People & Pets

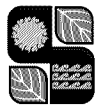


Blue Heron Thoughts

By Bryan Oakley

Category: Wildlife





5A

Title/Subject: Award Quote and Service Agreement for Buckthorn Removal Project

Meeting Date: November 27, 2023

Prepared by: Matt Morreim, Public Works Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: October 17, 2023 Buckthorn Meeting Handouts
Responses to Questions at 11/13/2023 Council Meeting
Service Agreement w/ Quote

Background:

Buckthorn is an invasive plant that can displace native vegetation and harm wildlife. In 2021, the City of Shorewood received a \$50,000 MnDNR grant with a \$20,000 city match for buckthorn removal in Freeman Park. The grant deadline to complete buckthorn removal is June 30, 2024. The city met with residents on October 17, 2023 to inform residents of project details (see meeting handouts) and receive feedback on the project.

In order to complete the buckthorn removal work, the city solicited for and received quotes for the removal of buckthorn in Freeman Park from Davey Resource Group, Prairie Restorations, Inc. and Tree Trust. The city evaluated the quotes based on the following criteria:

- Cost
- Experience
- Timeline
- Proposed methods – Mechanized removal or manual removal

Staff recommended to award to Prairie Restorations, Inc. for the buckthorn project during the November 13, 2023 meeting. During the meeting, there were questions raised by a resident and council and council directed staff to provide responses to questions at a later council meeting. Staff attached responses to the questions from the meeting.

After reviewing quotes, contractor experience, and considering resident feedback, staff recommends awarding the project to Prairie Restorations, Inc. The city has coordinated with Prairie Restorations, Inc. to complete all buckthorn removal in areas two and three and partial removal of area one. Area one removal will focus on the east side of the area and move westwardly. It is proposed and recommended to perform a foliar spray in the fall of 2024 to inhibit new growth from occurring. The proposed methods detailed in the attachment are in line with the city’s IPM workplan.

Financial or Budget Considerations:

The cost of the buckthorn removal project will be funded through MnDNR grant (\$50,000) and a city match. The city match of \$17,000 would be funded through operations budget for Department 52 – Parks Maintenance. The remainder of the \$20,000 city match (\$3,000) is accounted for with city staff time.

Action Requested:

Motion to approve the contract with Prairie Restorations, Inc. for Buckthorn removal in Freeman Park.

FREEMAN PARK BUCKTHORN REMOVAL PROJECT

Background:

Buckthorn is an invasive non-native plant that kills off native vegetation. Freeman Park along with other public areas around Shorewood have significant areas where buckthorn is prevalent. In 2021, the City of Shorewood received a \$50,000 MnDNR grant with a \$20,000 city match for buckthorn removal in Freeman Park. The grant deadline to complete buckthorn removal is June 30, 2024.

AREA 1 – 19.55 ACRES

AREA 2 – 3.93 ACRES

AREA 3 – 6.32 ACRES



Process:

Buckthorn removal is typically done through manual removal (chainsaws, etc.) and/or with a larger forestry mower. The forestry mower is more efficient and can remove a larger area in a shorter period of time. However, it can remove more desirable small trees in the area of work if precautions are not taken. The manual method of removal is typically slower but more targeted in the removal of buckthorn. Both methods would involve stacking cut buckthorn on site that would be burned later. Additionally, stumps would be spot treated with Pathfinder or Garlon 4 to prevent regrowth.

Schedule:

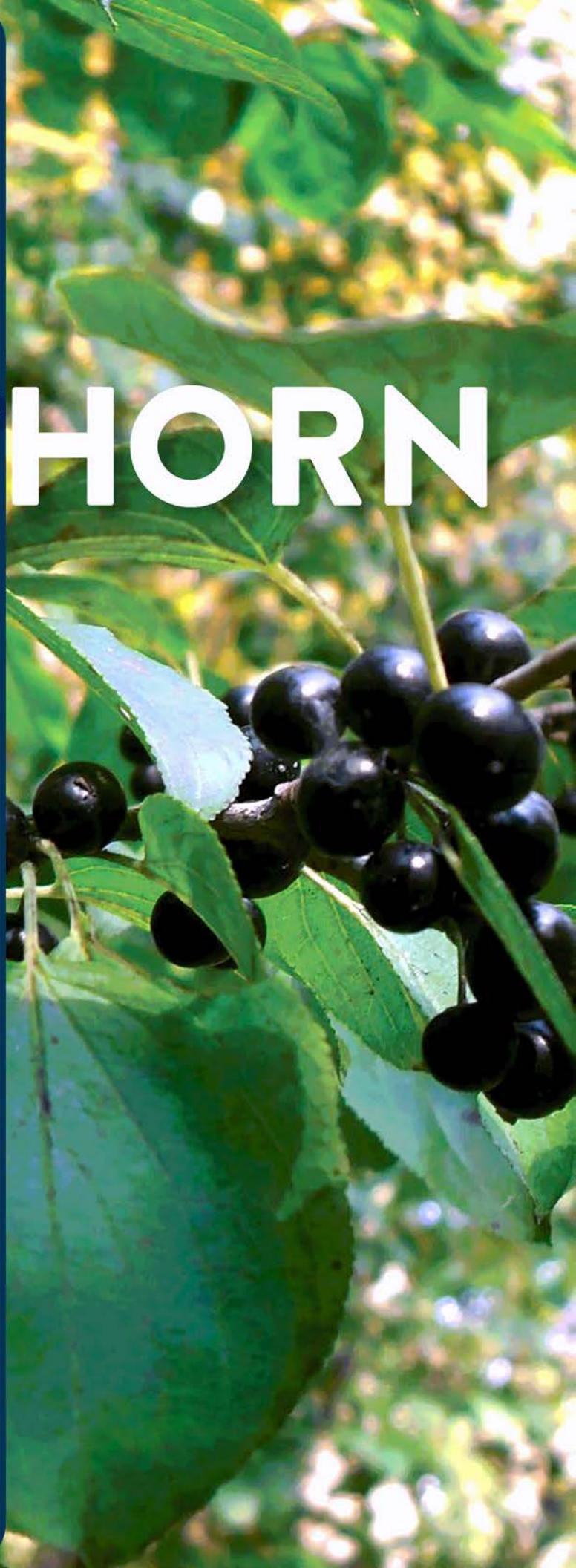
- 2021 – City staff applied for and received grant from MnDNR.
- 2021 – Staff solicited quotes to perform buckthorn removal.
- 2021-April 2023 – Buckthorn project was delayed due to IPM.
- April 2023 – Buckthorn removal included in 2023 IPM workplan and presented to council.
- Late summer/Early Fall, 2023 – Staff solicited quotes from multiple vendors.
- October 14, 2023 – Staff solicited feedback from residents and park users.
- Late October/Early November 2023 – Review feedback, vendor quotes and work methods.
- November 13, 2023 – Provide recommendation to council.
- Winter, 2023-2024 – If recommended and approved, contractor to begin buckthorn removal.
- 2024 – Consider next steps to maintain removed area and expand removal in other public areas.
- Winter, 2024-2025 – City staff to perform controlled burns of buckthorn piles.

Staff Contact: Matt Morreim, PW Director, mmorreim@ci.shorewood.mn.us, (952)960-7913

BUCKTHORN

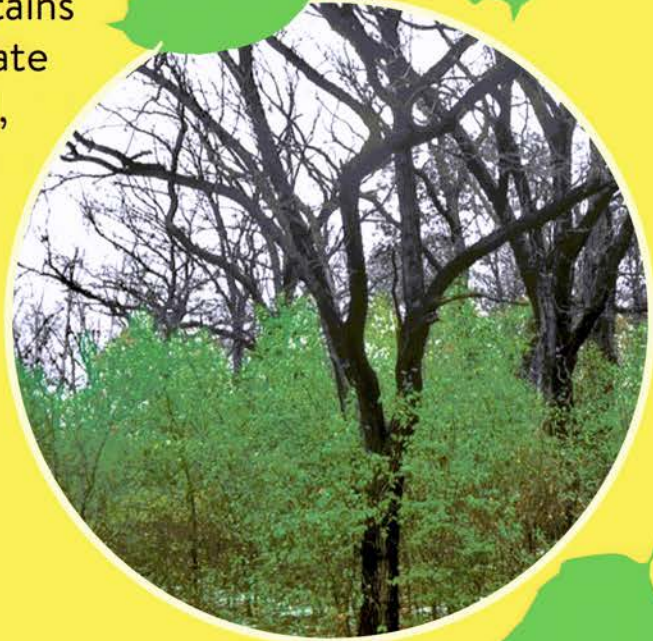
What You Should Know.

What You Can Do.





Buckthorn leafs out early and retains its leaves late into the fall, creating dense shade that helps it to out-compete many native plants.



A little history

Common, or European, buckthorn, and glossy buckthorn are the two non-native, invasive buckthorn species found in Minnesota. These buckthorn species were first brought here from Europe as a popular hedging material. They became a nuisance plant, forming dense thickets in forests, yards, parks and roadsides. They crowd out native plants and displace the native shrubs and small trees in the mid-layer of the forest where many species of birds nest.

Glossy buckthorn has been sold by the nursery trade in three different forms, so its appearance can vary. The cultivar *Frangula alnus* 'Columnaris' is narrow and tall; the cultivars *Frangula alnus* 'Asplenifolia' and 'Ron Williams' have narrow leaves that give them a fern-like texture.

Why is buckthorn a problem?

Buckthorn:

- Threatens the future of forests, wetlands, prairies, and other natural habitats.
- Out-competes native plants for nutrients, light, and moisture.
- Degrades wildlife habitat.
- Contributes to erosion by out-competing plants on the forest floor that help hold soil in place.
- Serves as host to other pests, such as crown rust fungus and soybean aphid.
- Creates messy fruits that stain sidewalks and driveways.
- Lacks "natural controls," such as insects or disease that would curb its growth.



**STOP INVASIVE SPECIES
IN YOUR TRACKS.**

PlayCleanGo.org

Common buckthorn

Rhamnus cathartica

SHAPE OF PLANT

10–25 feet tall;
oval form; upright;
frequently multi-stem



HABITAT

Dry to moist areas
such as woodlands,
savannas, abandoned
fields, roadsides. It
will grow in both full
sun and in shade.



LEAVES

Oval, dark green, dull
to glossy; with finely
toothed edges; 3–5
pair of curved leaf veins. Leaves stay dark green
and on the tree late into fall. Easily confused with
dogwoods, plums, and cherries.

FLOWERS

Small, yellow-green color; 4 petals;
produced in May.

STEMS

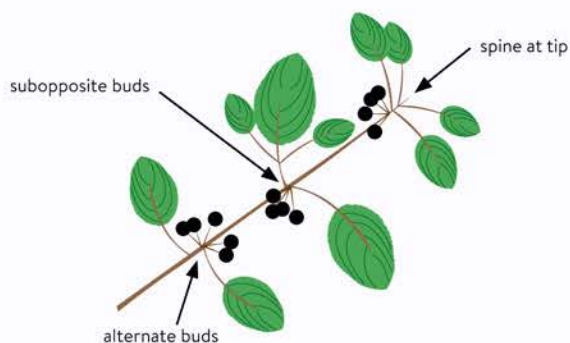
Buds are most commonly sub-
opposite, but can be opposite
or alternate; short, 1/8–1/4-inch
sharp spine at tip of the twig.



Mark Muller

FRUIT AND SEED

Round, berry-like fruit arranged in clusters;
1/4-inch diameter; green (unripe) to black (ripe)
color. Each fruit has 3–4 seeds. Berries persist
throughout mid-winter.



Glossy buckthorn

Frangula alnus

SHAPE OF PLANT

10–18 feet tall; oval
form; upright



HABITAT

Primarily wet areas
(bogs, marshes,
riverbanks, wetlands,
pond edges), but also
will grow in dry areas.
It will grow in both full
sun and in shade.



LEAVES

Oval, smooth, dark
green, glossy, with
toothless edges;
8–9 pair of leaf veins. Leaves get fall color. Easily
confused with native chokecherry.

FLOWERS

Small, creamy-green color; 5 petals; produced in
late May–June.

STEMS

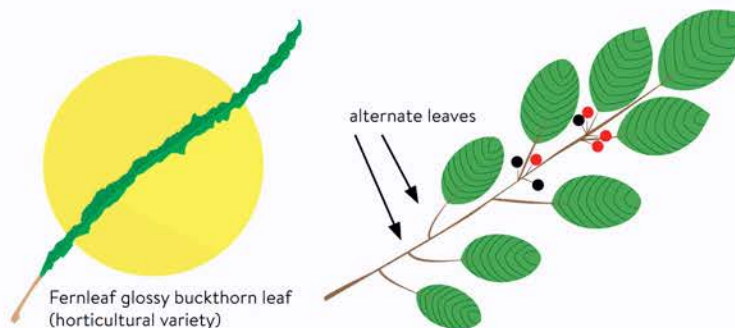
Buds are alternate, fuzzy and brown, and lack
scales; no spine at tip of the twig.

FRUIT AND SEED

Round, berry-like fruit; 1/4-inch
diameter; less fruit than common
buckthorn; red-brown (unripe) to
black (ripe) color. Each fruit has
2–3 seeds. Berries do not persist.



Mark Muller



Reference to chemical brand names and other product brand names in this document does not imply endorsement of those products. The herbicides listed in this brochure may be available under other brand names with the same active ingredient that are equally effective.

What you can do to control buckthorn

Cut stump treatment

Buckthorn plants that are 2 inches in diameter or larger are best controlled by cutting the stem at



the soil surface and then treating the cut stump with herbicide or covering the stump to prevent re-sprouting. This can be done effectively with hand tools, chain saws, or brush cutters. Stumps should

be treated within two hours after cutting. Treat with an herbicide containing glyphosate (Roundup, Rodeo, etc.) or triclopyr (many brush killers, Vastlan, Garlon 4, etc.) to prevent re-sprouting. Herbicides can be applied to cut stumps with a paintbrush,



Janet Van Sloun, City of Minnetonka

wick applicator, dauber, or a low-volume sprayer. Apply the herbicide to the outermost growth rings next to the bark (see photo). The best time to cut and chemically treat the stumps is in late summer (avoid May and June) and throughout the fall. Always follow herbicide label instructions.

In cases where more than a few plants are treated, add an indicator dye (available where pesticides are sold) to the herbicide to mark the cut stumps you have treated. Colored flags can help mark cut stumps because the stumps are easily covered and lost under cut brush and leaves.

Basal bark treatment

In this method, chemical is applied through the bark. Low-volume spray applications can be made with Garlon 4, Pathfinder II, and similar oil-based products. This application method uses triclopyr ester mixed with an oil dilutant (e.g., Bark Oil Blue, kerosene, or diesel oil) applied directly to the bark of uncut buckthorn from the root collar up about 12–18 inches. This treatment works best on stems less than 5 inches in diameter. An ultra low-volume



spray wand should be used to minimize herbicide use and reduce the potential for non-target injury. Buckthorn treated in this fashion can be left standing or cut at a later date after the plant dies.

When treating in the fall and winter

Follow herbicide label instructions regarding temperatures at which the herbicide can be applied. Water-soluble herbicides like glyphosate (Roundup, Rodeo, etc.) or triclopyr amine (Vastlan, brush killers, etc.) can be applied to cut stumps when the temperature is above freezing (32° F). Oil-based products of triclopyr ester (Garlon 4, Pathfinder II) can be applied when the temperature is below freezing (below 32° F).

For non-chemical control

Cover the cut stump with a tin can or black plastic (such as a Buckthorn Baggie) to prevent re-sprouting. After cutting the tree, apply the can or plastic over the cut stump and root flare. Use nails to affix the can or a tie to affix the black plastic. Leave in place for one to two years.

If you wish to hand pull plants greater than 3/8-inch, use a hand tool that pulls the shrub out, such as a Root Talon. Hand-pulling tools cause soil disturbance so tamp loose soil back into the ground. Not recommended for sensitive sites or steep slopes. Removing buckthorn by hand is easier if the soil is moist.

Seedlings and small buckthorn plants

If individual plants are less than 3/8-inch in diameter, remove them by hand. Small seedlings can be pulled and will not re-sprout. If pulling individual plants is impractical, spray foliage of short buckthorn or seedlings with herbicide. Glyphosate will kill all actively growing vegetation on which it is sprayed. Triclopyr will kill broadleaf plants and conifers, but not grasses when applied properly. Spray after native plants have gone dormant (about mid-October). Follow all herbicide label instructions. Applications exceeding maximum labeled amounts may result in a non-target injury.

Before you pull or dig buckthorn, contact Gopher State One Call at 651-454-0002 or 800-252-1166 to make sure there are no buried utilities in the area.

Finding buckthorn

Common buckthorn is easily found in late fall when many native shrubs and trees have lost their leaves. Common buckthorn will often have green leaves through November.

Glossy buckthorn does not stay green as late as common buckthorn.

Caution! Many native trees look similar to buckthorn and some native trees hold their leaves into the winter. Before you cut, make sure you are cutting buckthorn and not a native tree.

Disposing of buckthorn

In general, it is best to leave noxious weeds on-site to prevent seed spread. If you must remove material, contact yard waste facilities to see if they accept noxious weeds. Transport for disposal is allowed.

Follow-up is critical

Most viable buckthorn seeds in the soil germinate within two years. Additional seeds may be introduced to the site by animals.

Follow-up control of seedlings that emerge after initial control efforts is important on all sites. With no follow-up control, buckthorn will come back.

Fire offers a long-term management option in grassland or savanna cover-types. Burning will need to be done every two to three years. If burning is not an option, a follow-up treatment of pulling or spraying the seedlings is needed.

Woodland management

Managing your woodland is an ongoing process. Removing buckthorn not only will benefit the environment, it provides opportunities to create wildlife habitat, redesign your landscape, and beautify an area. Do not make hasty decisions with your land after you have removed or controlled buckthorn. Think about the goals and objectives you have for your property.

Short-term recommendations include:

- Follow-up buckthorn control in areas where you have previously removed buckthorn.
- Remove any fruit-bearing buckthorn trees.
- Monitor relatively buckthorn-free areas and control buckthorn plants if detected.

Long-term recommendations include:

- Replant desirable tree, shrub, and herbaceous species if species do not return from the seed bank. Check with a local nursery, extension service, Soil and Water Conservation District, or the Minnesota Department of Natural Resources, for assistance on species recommended for your area.
- If you are managing a large area, consider fire as part of a forest management plan.

Legal status

The Minnesota Department of Agriculture lists common buckthorn and glossy buckthorn as restricted noxious weeds. This means that the sale, transport, or movement of these plants is prohibited statewide.

Healthy planting alternatives

Here are a few examples of environmentally-friendly species available at garden centers and nurseries.



High-bush
cranberry
Viburnum
trilobum



Nannyberry
Viburnum
lentago



Pagoda
dogwood
Cornus
alternifolia



Chokecherry
Prunus
virginiana



American
hazelnut
Corylus
americana



Black
chokeberry
Aronia
melanocarpa



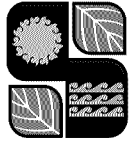
m DEPARTMENT OF
NATURAL RESOURCES

ECOLOGICAL AND WATER RESOURCES

500 Lafayette Road, St. Paul, MN 55155-4025

888-646-6367

www.mndnr.gov



City of Shorewood

TO: Mayor and Council
FROM: Matt Morreim, PW Director
DATE: November 21, 2023
SUBJECT: Follow-up Questions/Answers from November 13 Council Meeting

1. Is chemical treatment required by the grant?
 - a. **Section 2.8 of the grant states:**
Follow all Invasive Species regulations, policies and procedures of the Department of Natural Resources (DNR) to prevent or limit the introduction, establishment, and spread of invasive species (see section 4.2). This requirement applies to all activities performed on all lands under this grant contract and is not limited to lands under DNR control or public waters.
2. Will there be silt fence installed around the wetland area in area 3?
 - a. **No. Silt fence is designed to remove silt and suspended solids from running off.**
3. When will the chemical be sprayed or applied?
 - a. **For manually cut trees, Garlon 4 will be applied shortly after the buckthorn is cut directly to the stump, within 1-2 hours. For the forestry mowed areas, a foliar spray application is recommended the following fall.**
4. How close to the wetland will chemicals be applied?
 - a. **Treatments will be applied by licensed applicators to the affected areas in accordance with their application guidelines.**
5. What are DNR recommendations close to wetland?
 - a. **DNR suggests using aquatic version of triclopyr or glyphosate.**
6. Concerns about the temperature for chemical application?
 - a. **Oil based products like Garlon 4 can be applied under 32F. The foliar treatment is a water-based product that would be applied next fall when temperatures are above 32F.**
7. How does triclopyr get treated in our drinking water system.
 - a. **Drinking water systems (public and private) are wells and not surface water. Triclopyr rapidly breaks down in surface water. When exposed to sunlight, the half-life of triclopyr ranges from 3 hours to less than 5 days (US Forest Service). Field studies by US Forest Service found very little indication of leaching in loamy soils. Generally, Shorewood soil is loamy or clay soil.**
8. What will happen to restoration of the area?
 - a. **Steps will be taken to minimize any turf or trail disturbance. Any damage will be restored by the contractor or City.**
9. Plan for future maintenance?
 - a. **City staff plan to plant small trees following a foliar treatment to develop the understory with native plants. City staff would look for direction from the council on a future direction of buckthorn removal around the city, including budget and methods for removal. A draft plan could be developed in the first half of 2024.**

10. Additional cost for fire department and public works employees.

- a. **It is anticipated that there will be no involvement from the fire department as part of this project. Public works staff will be utilized for inspection and miscellaneous functions as needed. These functions are normal job duties that city staff perform for projects that occur in the city.**

PROFESSIONAL SERVICES AGREEMENT FOR BUCKTHORN REMOVAL

THIS AGREEMENT is made this November 28th, 2023 (“Effective Date”) by and between Prairie Restorations, Inc., with its principal office located at 601A Lewis Avenue North, Watertown , MN 55338 (“Contractor”), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Road, Shorewood, MN 55331 (the “City”):

RECITALS

- A. Contractor is engaged in the business of buckthorn removal services.
- B. The City desires to hire Contractor to provide buckthorn removal services in the wooded areas of Freeman Park.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested services.
- D. The City desires to engage Contractor to provide the services described in this Agreement and Contractor is willing to provide such services on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions expressed in this Agreement, the City and Contractor agree as follows:

AGREEMENT

1. **Services.** Contractor agrees to provide the City with the services as described in the attached **Exhibit A** (the “General Instructions for our Cleaning Staff” & “Service Schedule” & “Terms”). **Exhibit A** shall be incorporated into this Agreement by reference. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar services.
2. **Time for Completion.** The Services shall be completed on or before April 1st, 2024, provided that the parties may extend the stated deadlines upon mutual written agreement. This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of the project, unless terminated by the City or amended pursuant to the Agreement.
3. **Consideration.** The City shall pay Contractor for the Services according to the terms on the attached hereto as **Exhibit A**. The consideration shall be for both the Services performed by Contractor and any expenses incurred by Contractor in performing the Services. Contractor shall submit statements to the City upon completion of the Services. The City shall pay Contractor within thirty-five (35) days after Contractor’s statements are submitted.
4. **Term.** The term of the Agreement shall commence on November 28th, 2023 and terminate on December 31st, 2024.

5. **Termination.** Notwithstanding any other provision hereof to the contrary, this Agreement may be terminated as follows:

- A. The parties, by mutual written agreement, may terminate this Agreement at any time;
- B. Contractor may terminate this Agreement in the event of a breach of the Agreement by the City upon providing thirty (30) days' written notice to the City;
- C. The City may terminate this Agreement at any time at its option, for any reason or no reason at all; or
- D. The City may terminate this Agreement immediately upon Contractor's failure to have in force any insurance required by this Agreement.

In the event of a termination, the City shall pay Contractor for Services performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

7. **Amendments.** No amendments may be made to this Agreement except in a writing signed by both parties.

8. **Standard of Care.** Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by members of the profession under similar circumstances. Contractor shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss or damages proximately caused by Contractor's breach of this standard of care. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services. Contractor shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Contractor without additional compensation.

9. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Services either by itself or by contract with other persons or entities, or any combination thereof. These remedies provided to the City for breach of this Agreement by Contractor shall not be exclusive. The City shall be entitled to exercise any one or more other legal or equitable remedies available because of Contractor's breach.

10. **Subcontractors.** Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statute § 471.425. Contractor must pay subcontractor for all undisputed services provided by Subcontractor within ten days of Contractor's receipt of payment from City. Contractor must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

11. **Records/Inspection.** Pursuant to Minnesota Statutes § 16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Contractor, that are relevant to the contract or transaction, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. Contractor shall maintain such records for a minimum of six years after final payment. The parties agree that this obligation will survive the completion or termination of this Agreement.

12. **Insurance Requirements.** The Contractor, at its expense, shall procure and maintain in force for the duration of this Agreement the following minimum insurance coverages:

- A. General Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence; \$2,000,000 annual aggregate. The policy shall cover liability arising from premises, operations, products completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the Services under this Agreement, the Contractor shall maintain commercial automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit.
- C. Workers' Compensation. The Contractor agrees to provide workers' compensation insurance for all its employees in accordance with the statutory requirements of the State of Minnesota. The Contractor shall also carry employers liability coverage with minimum limits are as follows:
 - \$500,000 – Bodily Injury by Disease per employee
 - \$500,000 – Bodily Injury by Disease aggregate
 - \$500,000 – Bodily Injury by Accident

The Contractor shall, prior to commencing the Services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

The insurance requirements may be met through any combination of primary and umbrella/excess insurance.

The Contractor's policies shall be the primary insurance to any other valid and collectible insurance available to the City with respect to any claim arising out of Contractor's performance under this Agreement.

The Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

11. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the services which Contractor is to perform and is customarily engaged in the independent performance of the same or similar services for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the services are performed; however, the nature of the Services and the results to be achieved shall be specified by the City. The parties agree that this is not a joint venture and the parties are not co-partners. Contractor is not an employee or agent of the City and has no authority to make any binding commitments or obligations on behalf of the City except to the extent expressly provided in this Agreement. All services provided by Contractor pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the

City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits.

12. **Indemnification.** To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the City and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or the Contractor's performance or failure to perform its obligations under this Agreement. The Contractor's indemnification obligation shall apply to the Contractor's subcontractor(s), or anyone directly or indirectly employed or hired by the Contractor, or anyone for whose acts the Contractor may be liable. The Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement.

13. **Compliance with Laws.** Contractor shall exercise due professional care to comply with applicable federal, state and local laws, rules, ordinances and regulations in effect as of the date Contractor agrees to provide the Services. Contractor's guests, invitees, members, officers, officials, agents, employees, volunteers, representatives, and subcontractors shall abide by the City's policies prohibiting sexual harassment and tobacco, drug, and alcohol use as defined on the City's Tobacco, Drug, and Alcohol Policy, as well as all other reasonable work rules, safety rules, or policies, and procedures regulating the conduct of persons on City property, at all times while performing duties pursuant to this Agreement. Contractor agrees and understands that a violation of any of these policies, procedures, or rules constitutes a breach of the Agreement and sufficient grounds for immediate termination of the Agreement by the City.

14. **Entire Agreement.** This Agreement, any attached exhibits, and any addenda signed by the parties shall constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor. This Agreement may only be modified in a writing signed by the City and Contractor. If there is any conflict between the terms of this Agreement and the referenced or attached items, the terms of this Agreement shall prevail.

15. **Third Party Rights.** The parties to this Agreement do not intend to confer any rights under this Agreement on any third party.

16. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Hennepin County, Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

17. **Conflict of Interest.** Contractor shall use reasonable care to avoid conflicts of interest and appearances of impropriety in representation of the City. In the event of a conflict of interest, Contractor shall advise the City and, either secure a waiver of the conflict, or advise the City that it will be unable to provide the requested Services.

18. **Agreement Not Exclusive.** The City retains the right to hire other professional Contractor service providers for this or other matters, in the City's sole discretion.

19. **Data Practices Act Compliance.** Any and all data provided to Contractor, received from Contractor, created, collected, received, stored, used, maintained, or disseminated by Contractor pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota

Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor agrees to notify the City within three business days if it receives a data request from a third party. This paragraph does not create a duty on the part of Contractor to provide access to public data to the public if the public data are available from the City, except as required by the terms of this Agreement. These obligations shall survive the termination or completion of this Agreement.

20. **No Discrimination.** Contractor agrees not to discriminate in providing products and services under this Agreement on the basis of race, color, sex, creed, national origin, disability, age, sexual orientation, status with regard to public assistance, or religion. Violation of any part of this provision may lead to immediate termination of this Agreement. Contractor agrees to comply with the Americans with Disabilities Act as amended (“ADA”), section 504 of the Rehabilitation Act of 1973, and the Minnesota Human Rights Act, Minnesota Statutes, Chapter 363A. Contractor agrees to hold harmless and indemnify the City from costs, including but not limited to damages, attorneys’ fees and staff time, in any action or proceeding brought alleging a violation of these laws by Contractor or its guests, invitees, members, officers, officials, agents, employees, volunteers, representatives and subcontractors. Upon request, Contractor shall provide accommodation to allow individuals with disabilities to participate in all Services under this Agreement. Contractor agrees to utilize its own auxiliary aid or service in order to comply with ADA requirements for effective communication with individuals with disabilities.

21. **Authorized Agents.** The City’s authorized agent for purposes of administration of this contract is the City Administrator of the City, or designee. Contractor’s authorized agent for purposes of administration of this contract is Benton Sellwood, or designee who shall perform or supervise the performance of all Services.

22. **Notices.** Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to:

Contractor
Prairie Restorations, Inc.
601A Lewis Avenue North
Watertown, MN 55388

The City
City Administrator
5755 Country Club Road
Shorewood, MN 55331

or such other contact information as either party may provide to the other by notice given in accordance with this provision.

26. **Waiver.** No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the party to be charged with such a waiver.

27. **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall in no way define, limit or affect the scope and intent of this Agreement.

28. **Severability.** In the event that any provision of this Agreement shall be illegal or otherwise unenforceable, such provision shall be severed, and the balance of the Agreement shall continue in full force and effect.

29. **Signatory.** Each person executing this Agreement (“Signatory”) represents and warrants that they are duly authorized to sign on behalf of their respective organization. In the event Contractor did not authorize the Signatory to sign on its behalf, the Signatory agrees to assume responsibility for the duties and liability of Contractor, described in this Agreement, personally.

30. **Counterparts and Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be transmitted by electronic mail in portable document format (“pdf”) and signatures appearing on electronic mail instruments shall be treated as original signatures.

31. **Recitals.** The City and Contractor agree that the Recitals are true and correct and are fully incorporated into this Agreement.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the City and Contractor have caused this Professional Services Agreement to be executed by their duly authorized representatives in duplicate on the respective dates indicated below.

Prairie Restorations, Inc.

By: _____

Name: _____

Title: _____

City of Shorewood:

By: _____

Jennifer Labadie, Mayor

By: _____

Sandie Thone, City Clerk

EXHIBIT A
SCOPE OF SERVICES & FEE SCHEDULE

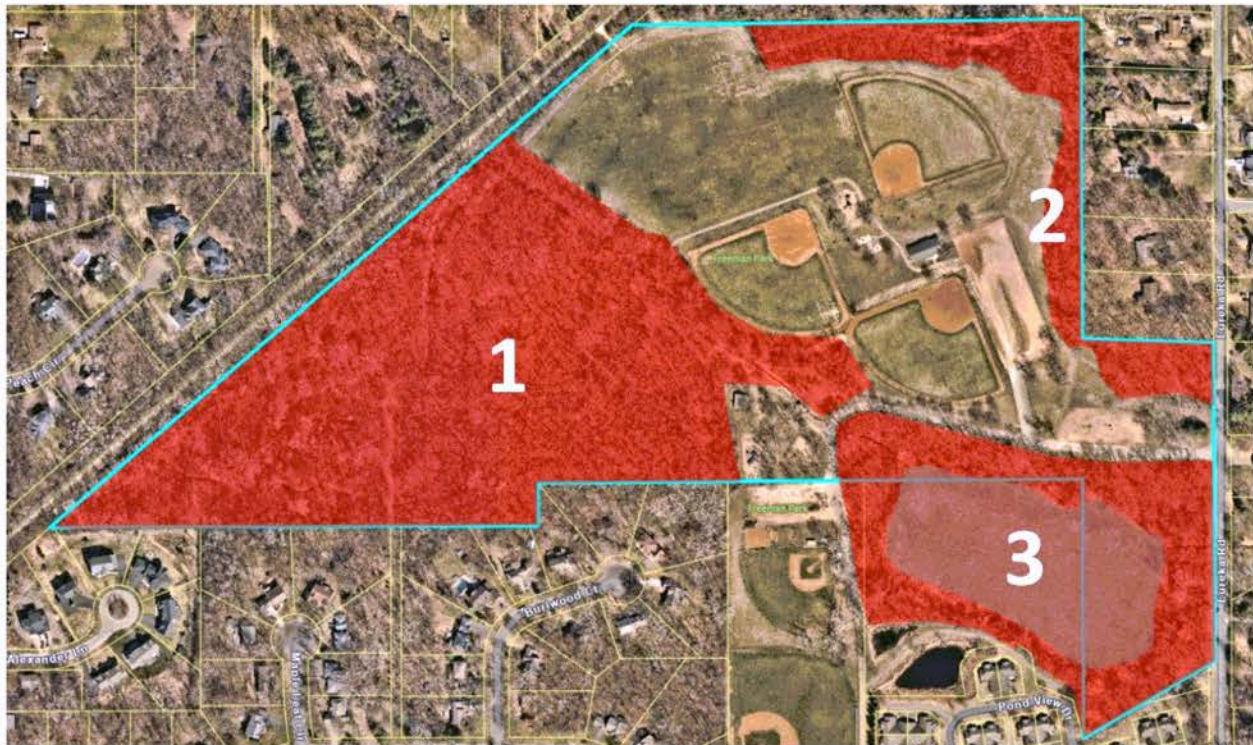
EXHIBIT A

Freeman Park - Shorewood, MN

Buckthorn Removal

Prepared by: Travis Lundquist

Revised: 11/6/2023



Unit 1 (19.55 acres) has dense stands of buckthorn throughout, ranging from seedlings to mature trees. Prairie restorations Inc. (PRI) is proposing the use of a trackloader with a mulching attachment to do the majority of the clearing in the unit. A hand crew will then follow behind, reserve cutting and stump treating, to cut down remaining buckthorn the trackloader could not access.

Unit 2 (3.93 acres) has a dense hedgerow of buckthorn on the outer edge of the woodland. For this unit, PRI is proposing a hand crew to work through this unit, removing cuttings and treating stumps. If this is the only unit to be cleared, the cuttings will be chipped and hauled off site.

Unit 3 (6.32 acres) is similar to unit 1, with a dense stand buckthorn around the edges of the wetland. For this area, PRI is proposing the use of a trackloader with a mulching

attachment will go through the unit to do the majority of the clearing. A hand crew will then follow behind to do reserve cutting and stump treat in areas the trackloader is unable to access.

In all units, Garlon 4 will be the selected herbicide used to treat the stumps with a blue indicator dye. PRI recommends follow up foliar treatments for resprouts and seedlings in years following the removal to further manage the infestation.

This proposal covers all work done in units two and three, with partial coverage of unit one, starting from the east side working west. Coverage in unit one would be roughly ten acres. Approximate project duration is 2.5 weeks to take place during the winter of 2023-2024.

Quote
Freeman Park - Shorewood, MN
Buckthorn Removal

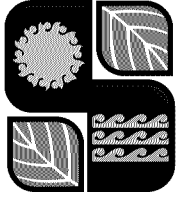
Units 2,3, and part of unit 1\$67,000.00

Terms/Conditions:

- Payments are net 30 Days
- Pricing includes prevailing wage rates
- Taxes not included

Please let me know if you have any questions, and thank you for considering Prairie Restorations Inc.

Sincerely,
-Travis Lundquist



City of Shorewood

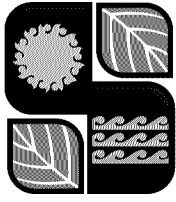
City Council Meeting Item

Item
6A

Title/Subject: Presentation by Commissioner Eggenberger
Meeting Date: November 27, 2023
Prepared by: Marie Darling, Planning Director

Background

Commissioner Eggenberger will be present to give the City Council a summary of the discussion of items from the November 21, 2023 Planning Commission meeting.



City of Shorewood

City Council Meeting Item

Item 7A

Title/Subject: Award Quote for SE Well Rehabilitation, City Project 23-07
Meeting Date: Monday November 27, 2023
Prepared by: Andrew Budde – City Engineer
Reviewed by: Matt Morreim – Public Works Director
Attachments: Plans and Resolution

Background:

Staff have identified in the Capital Improvement Plan the need to replace the existing pneumatic valves within the SE Well Building to maintain clean and efficient water distribution within the east system.

Five (5) quotes were submitted for the Southeast Well Rehab project on November 14, 2023. The quotes ranged from \$46,430.00 to \$80,124.00. The Engineer’s Estimate for this project was \$104,000.00. The low bid price is from MN Mechanic Solutions.

<u>Contractor:</u>	<u>Quote Amount</u>
MN Mechanical Solutions	\$46,430.00
Magney Construction	\$70,530.00
Gridor Construction	\$75,500.00
Shank Constructors	\$79,800.00
Rice Lake Construction Group	\$80,124.00

Staff reviewed all the quotes received to ensure they are accurate and indicate the quoting process was competitive. Work for these repairs is to be completed by March 29, 2024.

Financial or Budget Considerations:

Utilizing the low quote and accounting for engineering and administrative costs the total project cost is anticipated to be \$54,500. The city has budgeted \$67,200 for the SE Well Rehabilitation in the Capital Improvements Plan.

Action Requested:

Staff recommends award of the SE Well Rehabilitation, in the amount of \$46,430, to the low quote, MN Mechanical Solutions.

SHOREWOOD, MINNESOTA
PROPOSAL FOR SOUTHEAST WELL REHAB

I. DESCRIPTION OF PROJECT

- A. The City of Shorewood is requesting proposals from contractors to:
1. Furnish and install six (6) pneumatic valves and associated air piping in the City of Shorewood: SE Area Water Treatment Plant
 2. Remove and dispose of existing valves and associated air piping
 3. Replace approximately thirty-six (36) feet of PVC carrier piping

B. PROPOSAL SUBMISSION DATE: Email Proposals to the
Project Engineer by
11:00A.M., November 2, 2023

C. PROPOSAL EMAIL AND
PROJECT QUESTIONS: Attn: Peter C. Thompson, EIT
Bolton & Menk, Inc.
Peter.Thompson@bolton-menk.com
(651) 564-0296

II. COMPLETION DATE:

- A. Construction shall be completed by March 29, 2024. The timing of all installations will be dictated by delivery dates for the pneumatic valves. Removal of existing valves and piping shall occur at the same time as completion of the new equipment installation.

III. BACKGROUND INFORMATION:

- A. See attached reference City Contractor Service Contract in Appendix A.

IV. INSURANCE:

- A. **Insurance.** CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required herein and such insurance has been approved by CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, statutory worker's compensation coverage. Except as provided below, CONTRACTOR must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONTRACTOR from Workers' Compensation insurance or if the CONTRACTOR has no employees in the City, CONTRACTOR must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements. If during the course of the Contract the CONTRACTOR becomes eligible for Workers' Compensation, the CONTRACTOR must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.

2. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, general commercial liability ("CGL") and business automobile liability insurance coverage insuring CONTRACTOR against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONTRACTOR or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name CITY as an additional insured for the services provided under this Contract and shall provide that the CONTRACTOR's coverage shall be primary and noncontributory in the event of a loss.
3. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Comprehensive Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)

V. BONDS

- A. Performance Bond - None required.
- B. Payment Bond - None required.

VI. WORK PROVIDED BY OWNER

In developing the proposal, it should be assumed by the CONTRACTOR that the OWNER will provide the following:

- A. Legal and physical access to the Southeast Well.
- B. Payment upon issuance of an invoice after submission of the information requested.

VII. WORK BY THE CONTRACTOR

- A. Acquire and procure three (3) 12" butterfly valves and three (3) 10" butterfly valves, associated pneumatic actuators, and all associated air tubing.

- B. Acquire and procure approximately thirty-six (36) feet of carrier PVC pipe and all air piping connecting to pneumatic actuators.
- C. Install the valves and piping described above and dispose of existing equipment, leaving the site in a clean condition.

VIII. BID PROPOSAL

Total Project Base Bid Proposal

- A. Lump sum price for construction of all work as described in this Proposal, as shown on the Contract Drawings, and as specified in the Contract Specifications.

\$ _____
(_____
_____) Dollars

Communications concerning this Proposal shall be addressed to:

CONTRACTOR: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

SIGNATURE: _____

Appendix A: City Contractor Service Contract

CONTRACTOR SERVICE CONTRACT

This Contract, made this ____ day of _____, 20____, by and between the CITY OF SHOREWOOD, MINNESOTA, a Minnesota municipal corporation, 5755 Country Club Road, SHOREWOOD, MINNESOTA, 55331, and _____ (“CONTRACTOR”), (collectively the “PARTIES”).

WHEREAS, CITY requires certain contracted services in conjunction with _____ (the “Project”) at the City of Shorewood _____.

WHEREAS, CONTRACTOR agrees to furnish the various services required by CITY.

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

SECTION I – CONTRACTOR'S SERVICES AND RESPONSIBILITIES

- A. **Scope of Services.** CONTRACTOR agrees to perform various Project services as detailed in Exhibit 1, Scope of Services, attached hereto and incorporated herein by reference.
- B. **Changes to Scope of Services/Additional Services.** Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, a change to the scope of services detailed in Exhibit 1, attached hereto, may be authorized. In the event that such a change to the scope of services detailed in Exhibit 1, attached hereto, requires additional services by CONTRACTOR, CONTRACTOR shall be entitled to additional compensation consistent with Section III of this Contract. CONTRACTOR shall give notice to CITY of any additional services prior to furnishing such additional services. CITY may request an estimate of additional cost from CONTRACTOR, and upon receipt of the request, CONTRACTOR shall furnish such cost estimate, prior to CITY’s authorization of the changed scope of services.
- C. **Changed Conditions.** If CONTRACTOR determines that any services it has been directed or requested to perform by CITY are beyond the scope of services detailed in Exhibit 1, attached hereto, or that, due to changed conditions or changes in the method or manner of administration of the Project, CONTRACTOR’s effort required to perform its services under this Contract exceeds the estimate which formed the basis for CONTRACTOR’s compensation, CONTRACTOR shall promptly notify CITY of that fact. Upon mutual agreement of the parties hereto pursuant to Section VI, Paragraph H of this Contract, additional compensation for such services, and/or an extension of time for completion thereof, may be authorized. In the absence of such a mutual agreement, amounts of compensation and time for completion shall be equitably adjusted, provided that CONTRACTOR first provides notice to CITY as required by this Paragraph and CITY has not terminated this Contract pursuant to Section IV, Paragraph B.

- D. **Standard of Care.** Services provided by CONTRACTOR or its subcontractors and/or sub-consultants under this Contract will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of CONTRACTOR's profession.
- E. **Guarantee.** CONTRACTOR further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional.
- F. **Insurance.** CONTRACTOR shall not commence work under this Contract until he has obtained all insurance required herein and such insurance has been approved by CITY, nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until such subcontractor has obtained like insurance covering as to worker's compensation, liability, and automobile insurance. All this insurance coverage shall be maintained throughout the life of this Contract.
1. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, statutory worker's compensation coverage. Except as provided below, CONTRACTOR must provide Workers' Compensation insurance for all its employees. If Minnesota Statutes, section 176.041 exempts CONTRACTOR from Workers' Compensation insurance or if the CONTRACTOR has no employees in the City, CONTRACTOR must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes CONTRACTOR from the Minnesota Workers' Compensation requirements. If during the course of the Contract the CONTRACTOR becomes eligible for Workers' Compensation, the CONTRACTOR must comply with the Workers' Compensation insurance requirements herein and provide CITY with a certificate of insurance.
 2. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, general commercial liability ("CGL") and business automobile liability insurance coverage insuring CONTRACTOR against claims for bodily injury or death, or for damage to property, including loss of use, which may arise out of operations by CONTRACTOR or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable (including automobile use). The following coverages shall, at a minimum, be included in the CGL insurance: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability, and Products and Completed Operations Liability. The required automobile liability coverage must include coverage for "any auto" which extends coverage to owned autos, non-owned autos, and hired autos. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law. The policy(ies) shall name CITY as an additional insured for the services provided under this Contract and shall provide that the CONTRACTOR's coverage shall be primary and noncontributory in the event of a loss.

3. CONTRACTOR agrees to procure and maintain, at CONTRACTOR's expense, the following insurance policies, including the minimum coverages and limits of liability specified below, or as specified in the applicable insurance certificate(s), or as required by law, whichever is greater:

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 each accident \$500,000 disease policy limit \$500,000 disease each employee
Commercial General Liability	\$2,000,000 property damage and bodily injury per occurrence \$4,000,000 annual aggregate \$2,000,000 annual aggregate Products – Completed Operations
Comprehensive Automobile Liability	\$1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage (shall include coverage for all owned, hired and non-owned vehicles)
Umbrella or Excess Liability	\$1,000,000 Optional to meet the Contractor Policy Limits above

4. True, accurate and current certificates of insurance, showing evidence of the required insurance coverages, are hereby provided to CITY by CONTRACTOR and are attached hereto as Exhibit 2.
5. CONTRACTOR's insurance policies and certificate(s) shall not be cancelled or the conditions thereof altered in any manner without Ten (10) days prior written notice to CITY.
6. CONTRACTOR's policies shall be primary insurance to any other valid and collectible insurance available to CITY with respect to any claim arising out of CONTRACTOR's performance under this Contract.
7. CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles. If CONTRACTOR is self-insured, a Certificate of Self-Insurance must be attached.
8. CONTRACTOR's policies shall include legal defense fees in addition to its liability policy limits, with the exception of the professional liability insurance, if

applicable.

9. All policies listed in Paragraph I.F.3. above shall be written on an “occurrence” form (“claims made” and “modified occurrence” forms are not acceptable) and shall apply on a “per project” basis.
10. CONTRACTOR shall obtain insurance policies from insurance companies having an “AM BEST” rating of A- (minus); Financial Size Category (FSC) VII or better, and authorized to do business in the State of Minnesota
11. Effect of Failure to Provide Insurance. If CONTRACTOR fails to provide the specified insurance, then CONTRACTOR will defend, indemnify and hold harmless CITY and CITY’s officials, agents and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to CITY (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of CONTRACTOR, its subcontractors, agents, employees or delegates. CONTRACTOR agrees that this indemnity shall be construed and applied in favor of indemnification. CONTRACTOR also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity, CITY may require CONTRACTOR to:

- a. Furnish and pay for a surety bond, satisfactory to CITY, guaranteeing performance of the indemnity obligation; or
- b. Furnish a written acceptance of tender of defense and indemnity from CONTRACTOR’s insurance company.

CONTRACTOR will take the action required by CITY within fifteen (15) days of receiving notice from CITY.

12. Notwithstanding the foregoing, CITY reserves the right to immediately terminate this Contract if the CONTRACTOR is not in compliance with the insurance requirements contained herein and retains all rights to pursue any legal remedies against the CONTRACTOR.

SECTION II – CITY’S RESPONSIBILITIES

- A. CITY shall promptly compensate CONTRACTOR as services are performed to the satisfaction of the _____, in accordance with Section III of this Contract.
- B. CITY shall provide access to any and all previously acquired information relevant to the scope of services detailed in Exhibit 1, attached hereto, in its custody to CONTRACTOR for its use, at CONTRACTOR’s request.
- C. CITY will, to the fullest extent possible, grant access to and make all provisions for entry upon both public and private property as necessary for CONTRACTOR’s performance of the services detailed in Exhibit 1, attached hereto.
- D. _____, CITY’s _____, shall serve as the liaison person to act as CITY’s representative with respect to services to be rendered under this Contract. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret and define CITY’S policies with respect to the Project and CONTRACTOR’s services. Such person shall be the primary contact person between CITY and CONTRACTOR with respect to the services from CONTRACTOR under this Contract. CITY reserves the right to substitute the authorized contact person at any time and shall notify CONTRACTOR thereof.

SECTION III – CONSIDERATION

- A. **Fees.** CITY will compensate CONTRACTOR as detailed in Exhibit 3, Schedule of Fees, which is attached hereto and incorporated herein by reference, for CONTRACTOR’s performance of services under this Contract.
- B. If CITY fails to make any payment due CONTRACTOR for services performed to the satisfaction of the _____ and expenses within thirty days after the date of CONTRACTOR’s invoice, CONTRACTOR may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until CONTRACTOR has been paid in full all amounts due for services, expenses and charges.

SECTION IV – TERM AND TERMINATION

- A. **Term.** This Contract shall be in effect until such time as the Project is completed, May 1, 2021, or as otherwise provided in this Contract, whichever comes first.
- B. **Termination.** This Contract may be terminated by either party for any reason or for convenience by either party upon seven (7) days written notice. In the event of termination, CITY shall be obligated to CONTRACTOR for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section III of this Contract.

- C. **Default.** If CONTRACTOR fails to perform any of the provisions of this Contract or so fails to administer the services detailed in Exhibit 1, attached hereto, in such a manner as to endanger the performance of the Contract, this shall constitute default. Unless CONTRACTOR's default is excused by CITY, CITY may, upon written notice, immediately cancel this Contract or exercise any other rights or remedies available to CITY under this Contract or law. In the event of CONTRACTOR's default, CONTRACTOR shall be liable to CITY for any and all costs, disbursements, attorneys and consultant fees reasonably incurred by CITY in enforcing this Contract.
- D. **Suspension of Work.** If any work performed by CONTRACTOR is abandoned or suspended in whole or in part by CITY, CONTRACTOR shall be paid for any services performed to the satisfaction of the _____ prior to CONTRACTOR's receipt of written notice from CITY of such abandonment or suspension, but in no event shall the total of CITY's payments to CONTRACTOR under this Contract be required to exceed a percentage of the total contract price (calculated by either the Contract price or the maximum price set forth in Exhibit 3, attached hereto) equivalent to the percentage of the scope of services completed by CONTRACTOR to the satisfaction of the _____ as determined by CITY.

SECTION V – INDEMNIFICATION

- A. CONTRACTOR shall indemnify, protect, save, hold harmless and insure CITY, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission, including breach of a specific contractual duty, of the CONTRACTOR or the CONTRACTOR's independent contractors, subcontractors, agents, employees, vendors or delegates with respect to this Contract or the Project. CONTRACTOR agrees to take all precautions necessary to protect the public against injury, and to keep danger signals out at night and at such other times and such places as public safety may require. CONTRACTOR agrees that CONTRACTOR shall be solely responsible for; a) supervising, directing, controlling, and having authority over any CONTRACTOR work, b) the means, methods, techniques, sequences, or procedures of construction selected or used, c) the safety precautions and programs incident thereto, d) for security and safety at the Project site, and e) for any failure to comply with laws and regulations applicable to the CONTRACTOR's furnishing and performing of its work. CONTRACTOR shall defend CITY against the foregoing, or litigation in connection with the foregoing, at CONTRACTOR's expense, with counsel reasonably acceptable to CITY, except that for professional liability claims, CONTRACTOR shall have no upfront duty to defend CITY, but shall reimburse defense costs to CITY to the same extent of CONTRACTOR's indemnity obligation herein.. CITY, at its expense, shall have the right to participate in the defense of any claims or litigation and shall have the right to approve any settlement, which approval shall not be unreasonably withheld. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting

from the negligence or willful misconduct of CITY. All indemnification obligations shall survive termination, expiration or cancellation of this Contract. CONTRACTOR agrees, that in order to protect itself and CITY under the indemnity provisions set forth above, it will at all times during the term of this contract keep in force policies of insurances required in the paragraph entitled, "Insurance." Nothing in this Contract shall be construed to waive any immunities or limitations to which CITY is entitled under Minn. Stat. Chapter 466 or otherwise.

- B. CITY shall indemnify protect, save, hold harmless and insure CONTRACTOR, and its respective officers, directors, employees and members and agents, from and against any claims, liability, damages, costs, judgments, or expenses, including reasonable attorney's fees, to the extent attributable or caused by the negligent or otherwise wrongful act or omission of CITY or its agents, employees, contractors or subcontractors with respect to CITY's performance of its obligations under this Contract. CITY shall defend CONTRACTOR against the foregoing, or litigation in connection with the foregoing, at CITY's expense. CONTRACTOR, at its expense, shall have the right to participate in the defense of any Claims or litigation. The indemnification provision of this Section shall not apply to damages or other losses proximately caused by or resulting from the negligence or willful misconduct of CONTRACTOR. All indemnification obligations shall survive termination, expiration or cancellation of this Contract.

- C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against CITY or CONTRACTOR. CONTRACTOR's services under this Contract are being performed solely for CITY's benefit, and no other entity shall have any claim against CONTRACTOR because of this Contract or the performance or nonperformance of services provided hereunder.

SECTION VI – GENERAL TERMS

- A. **Voluntary and Knowing Action.** The PARTIES, by executing this Contract, state that they have carefully read this Contract and understand fully the contents hereof; that in executing this Contract they voluntarily accept all terms described in this Contract without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound hereby.

- B. **Authorized Signatories.** The PARTIES each represent and warrant to the other that (1) the persons signing this Contract are authorized signatories for the entities represented, and (2) no further approvals, actions or ratifications are needed for the full enforceability of this Contract against it; each party indemnifies and holds the other harmless against any breach of the foregoing representation and warranty.

- C. **Notices.** The PARTIES' representatives for notification for all purposes are:

CITY:
[Name] _____

[Position] _____
[Address] _____

Phone: _____
Email: _____

CONTRACTOR:

[Name] _____
[Position] _____
[Address] _____

Phone: _____
Email: _____

- D. **Independent Contractor Status.** CONTRACTOR, at all times and for all purposes hereunder, shall be an independent contractor and is not an employee of CITY for any purpose. No statement contained in this Contract shall be construed so as to find CONTRACTOR to be an employee of CITY, and CONTRACTOR shall not be entitled to any of the rights, privileges, or benefits of employees of CITY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

CONTRACTOR acknowledges that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due CONTRACTOR, and that it is CONTRACTOR's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

CONTRACTOR shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

CONTRACTOR is responsible for hiring sufficient workers to perform the services/duties required by this Contract, withholding their taxes and paying all other employment tax obligations on their behalf.

- E. **Acceptance of Deliverables.** Each deliverable shall be subject to a verification of acceptability by CITY to ensure such deliverable satisfies stated requirements. The acceptability of any deliverable will be based on CITY's satisfaction or non-satisfaction with the deliverable based on requirements of this Contract. If any deliverable is not acceptable, CITY will notify CONTRACTOR specifying reasons in reasonable detail, and CONTRACTOR will, at no additional cost, conform the deliverable to stated requirements of this Contract.
- F. **Subcontracting.** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this Contract without the prior written approval of CITY. CONTRACTOR shall be responsible for the performance of all subcontractors and/or sub-consultants. As required by Minn. Stat. § 471.425, CONTRACTOR must pay

all subcontractors, less any retainage, within 10 calendar days of CONTRACTOR's receipt of payment from CITY for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- G. **Assignment.** This Contract may not be assigned by either Party without the written consent of the other Party.
- H. **Modifications/Amendment.** Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of CITY and CONTRACTOR.
- I. **Records—Availability and Retention.** Pursuant to Minn. Stat. § 16C.05, subd. 5, CONTRACTOR agrees that CITY, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of CONTRACTOR and involve transactions relating to this Contract.
- CONTRACTOR agrees to maintain these records for a period of six years from the date of termination of this Contract.
- J. **Force Majeure.** The PARTIES shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the party affected by force majeure shall give written notice with explanation to the other party immediately.
- K. **Compliance with Laws.** CONTRACTOR shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which CONTRACTOR is responsible.
- L. **Covenant Against Contingent Fee.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Contract.

- M. **Covenant Against Vendor Interest.** CONTRACTOR warrants that it is not employed by any vendor of equipment or service provider that could result in a commission, percentage, brokerage, or contingent fee as a result of CONTRACTOR's association with CITY.
- N. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Contract as if fully set forth herein.
- O. **Interest by City Officials.** No elected official, officer, or employee of CITY shall during his or her tenure or employment and for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.
- P. **Work Product.** All materials such as reports, exhibits, models, graphics, computer files, maps, charts, and supporting documentation produced under work authorized by this Contract ("Materials") shall become the property of CITY upon completion of the work. CITY may use the information for the Project for which they were prepared. Such use by CITY shall not relieve any liability on the part of CONTRACTOR. Notwithstanding any of the foregoing to the contrary; (a) CONTRACTOR may reuse standard details of its Materials in the normal course of its business; and (b) CITY understands that the Materials have been prepared for a specific project, and are not intended to be reused for other purposes. If CITY reuses the Materials for any other purpose, CITY waives any claims against CONTRACTOR arising from such reuse and agrees to defend and indemnify CONTRACTOR from any claims arising from such reuse.
- Q. **Governing Law.** This Contract shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
- R. **Data Practices.** The PARTIES acknowledge that this Contract is subject to the requirements of Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 *et seq.* CONTRACTOR agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. CONTRACTOR understands that all of the data created, collected, received, stored, used, maintained or disseminated by CONTRACTOR in performing those functions that the CITY would perform is subject to the requirements of the Act, and CONTRACTOR must comply with those requirements as if it were a government entity. This does not create a duty on the part of CONTRACTOR to provide the public with access to public data if the public data is available from the CITY, except as required by the terms of this Contract.
- S. **No Waiver.** Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any

express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.

- T. **Special Conditions.** _____.
- U. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3 and other applicable law, CONTRACTOR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to CITY, to federal and state agencies and state personnel involved in the payment of CITY obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring CONTRACTOR to file state tax returns, pay delinquent state tax liabilities, if any, or pay other CITY liabilities.
- V. **Patented Devices, Materials and Processes.** If this Contract requires, or CONTRACTOR desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, CONTRACTOR shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with CITY. If no such agreement is made or filed as noted, CONTRACTOR shall indemnify and hold harmless CITY from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the services agreed to be performed under the Contract, and shall indemnify and defend CITY for any costs, liability, expenses and attorney's fees that result from any such infringement.
- W. **Mechanic's Liens.** CONTRACTOR hereby covenants and agrees that CONTRACTOR will not permit or allow any mechanic's or materialman's liens to be placed on CITY's interest in the Property that is the subject of the Project during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on CITY's interest, CONTRACTOR shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that CONTRACTOR may contest any such lien provided CONTRACTOR first posts a surety bond, in favor of and insuring CITY, in an amount equal to 125% of the amount of any such lien.
- X. **Severability.** The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
- Y. **Entire Contract.** These terms and conditions constitute the entire Contract between the PARTIES regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.

- Z. **Headings and Captions.** Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
- AA. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or PARTIES, and any undischarged obligations of CITY and CONTRACTOR arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
- BB. **Execution.** This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

Remainder of page intentionally left blank.

SECTION VII –SIGNATURES

IN WITNESS WHEREOF, the PARTIES have hereunto executed this document the day and year first above written.

CONTRACTOR: [Name] _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

By: _____
(Signature)

Date: _____

Title: _____

Print Name: _____

CITY OF SHOREWOOD:

By: _____
Jennifer Labadie, Its Mayor

Date: _____

By: _____
Sandie Thone, Its City Clerk

Date: _____

EXHIBIT 1

SCOPE OF SERVICES

Subject to the terms of this Contract, CONTRACTOR shall perform the following services:

[Insert detailed description of scope of services here]

EXHIBIT 2

CERTIFICATES OF REQUIRED INSURANCE COVERAGES

[Certificates of Insurance attached hereto]

EXHIBIT 3

COMPENSATION

Subject to the limitations set forth in this Exhibit, CITY will compensate CONTRACTOR in accordance with the schedule of fees below for the time spent in performance of services under this Contract, provided that under no circumstances shall CONTRACTOR's total charges to CITY, including expenses, exceed \$ _____ ("maximum price"), unless such charges in excess of the maximum price are authorized in writing by the Director of Public Works/ Engineer before they are incurred by CITY.

CITY will make periodic payment to CONTRACTOR upon billing at intervals not more often than monthly at the rates specified in the schedule of fees included herein, provided that no bill/invoice submitted to CITY shall exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONTRACTOR to the satisfaction of the _____ as determined by CITY.

CITY shall be entitled to withhold five percent (5%) of the maximum price until such time as CONTRACTOR has fully performed the scope of services detailed in Exhibit 1 to the satisfaction of the _____.

In no event shall the total of CITY's payments to CONTRACTOR under this Contract be required to exceed a percentage of the maximum price equivalent to the percentage of the scope of services completed by CONTRACTOR to the satisfaction of the _____.

Schedule of Fees

Appendix B: Construction Plans

SHOREWOOD, MINNESOTA

CONSTRUCTION PLANS FOR

SOUTHEAST WELL

REHABILITATION

2023



PROJECT LOCATION

RESOURCE LIST

CITY OF SHOREWOOD, MN
 City Hall
 5755 Country Club Rd
 Shorewood, MN 55331-8926

City Administrator:
 Marc Reynolds

Mayor: Jennifer Labadie

City Council Members:
 Andy Schuchman
 Gary Schuchman
 Dustin Masdy
 Scott Zerby

Project Engineer:
 Peter Thompson E.I.T.

Bolton & Menk, Inc.
 12224 Nicollet Ave
 Minneapolis, MN 55427

Office Phone: 952-896-0509 ext. 3827

Mobile Phone: 651-564-0296

Public Works Director:
 Matt Moorem

Public Works Supervisor:
 Chris Reitz

NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SHOREWOOD AND THE STATE OF MINNESOTA. THE CONTRACTOR SHALL NOTIFY Gopher State One Call, 1-800-252-1186 OR 651-454-0002.

THE SURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL 1. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MAP LEGEND



PROJECT LOCATION

SHEET INDEX

1.01 TITLE LOCATION MAP AND SHEET INDEX

5.01 SOUTHEAST WATER TREATMENT PLANT - PROPOSED IMPROVEMENTS

DATE: 10/16/2023
 DRAWN BY: [Signature]
 CHECKED BY: Seth A. Peterson
 25488

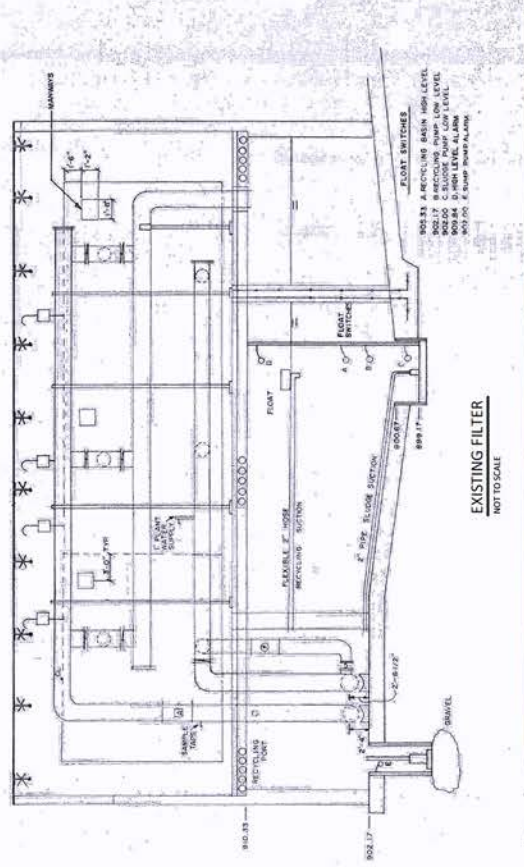


2638 SHADOW LANE, SUITE 200
 CHASKA, MINNESOTA 55318
 Email: Chris@boltonmenk.com
 www.boltonmenk.com

DATE	BY	REVISION
10-6-23	PT	ISSUE FOR PERMIT
	TMJ	REVISED
	SAP	REVISED

SHOREWOOD, MINNESOTA
 SOUTHEAST WELL REHABILITATION
 TITLE SHEET, LOCATION MAP,
 AND SHEET INDEX

SHEET
 1.01



EXISTING FILTER
NOT TO SCALE




BOLTON & MENK

2638 SHADOW LANE, SUITE 200
 CHASKA, MINNESOTA 55318
 Email: Chris@boltonmenk.com
www.boltonmenk.com

NOT TO SCALE
 DATE: 10/02/2023
 25488

I hereby certify that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
 Seth A. Peterson
 License No. 25488
 Date: 10/02/2023

Bolton & Menk, Inc. 2023. All Rights Reserved. 10/02/2023 2:40 PM
 I:\Projects\123003\Drawings and Models\2023\10/02/2023\Proposed Improvements.dwg (10/02/2023 2:40 PM)

Appendix C: Construction Specifications

SECTION 40 05 60 - VALVES

PART 1 -- GENERAL

1.1 THE REQUIREMENTS

- A. The CONTRACTOR shall provide all tools, supplies, materials, equipment, and labor necessary for furnishing, epoxy coating, installing, adjusting, and testing of all valves and appurtenant work, complete and operable, in accordance with the requirements of the Contract Documents. Where buried valves are shown, the CONTRACTOR shall furnish and install valve boxes to grade, with covers, extensions, and position indicators. Valves located six feet or higher above operating floors shall be provided with enclosed chain wheel gear type actuators and a chain. The chain shall extend to a point four feet above the operating floor.
- B. All valves and fittings shall be supplied with 304 stainless steel bolts and washers.
- C. The work in this section includes:
 - 1. Butterfly valves

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 43 00 00 - Equipment, General Provisions

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Commercial Standards

- 1. ANSI B16.1 Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.
- 2. ANSI B16.5 Pipe Flanges and Flanged Fittings, Steel Nickel Alloy, and Other Special Alloys.
- 3. ANSI/ASME B1.20.1 General Purpose Pipe Threads (Inch).
- 4. ANSI/ASME B31.1 Power Piping.
- 5. ASTM A 36 Specification for Structural Steel.
- 6. ASTM A 48 Specification for Gray Iron Castings.
- 7. ASTM A 126 Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings.
- 8. ASTM A 536 Specification for Ductile Iron Castings.
- 9. ASTM B 61 Specification for Steam or Valve Bronze Castings.
- 10. ASTM B 62 Specification for Composition Bronze or Ounce Metal Castings.
- 11. ASTM B 148 Specification for Aluminum-Bronze Castings.
- 12. ASTM B 584 Specification for Copper Alloy Sand Castings for General Applications.
- 13. ANSI/AWWA C500 Gate Valves for Water and Sewerage Systems.
- 14. ANSI/AWWA C504 Rubber-Seated Butterfly Valves.

- | | |
|--------------------|--|
| 15. ANSI/AWWA C507 | Ball Valves 6 Inches Through 48 Inches. |
| 16. AWWA C508 | Swing-Check Valves for Waterworks Service, 2 Inches through 24 Inches NPS. |
| 17. ANSI/AWWA C509 | Resilient-Seated Gate Valves for Water and Sewage Systems. |
| 18. AWWA C517 | Resilient-Seated Cast-Iron Eccentric Plug Valves |
| 19. AWWA C550 | Protective Interior Coatings for Valves and Hydrants. |
| 20. SSPC-SP-2 | Hand Tool Cleaning. |
| 21. SSPC-SP-5 | White Metal Blast Cleaning. |

1.4 CONTRACTOR SUBMITTALS

- A. **Shop Drawings:** Shop drawings of all valves and operators including associated wiring diagrams and electrical data, shall be furnished as specified in Section 01 33 00, "Submittals".
- B. **Valve Labeling:** The CONTRACTOR shall submit a schedule of valves to be labeled indicating in each case the valve location and the proposed wording for the label.

1.5 QUALITY ASSURANCE

- A. **Valve Testing:** Unless otherwise specified, each valve body shall be tested under a test pressure equal to twice its design water-working pressure.
- B. **Bronze Parts:** Unless otherwise specified, all interior bronze parts of valves shall conform to the requirements of ASTM B 62, or, where not subject to dezincification, to ASTM B 584.

PART 2 -- PRODUCTS

2.1 AWWA BUTTERFLY VALVES

- A. **General:** Butterfly valves shall meet or exceed ANSI/AWWA C 504 Class 150 B specifications for rubber seated butterfly valves except as modified or supplemented herein. The interior passage of butterfly valves shall not have any obstructions or stops.
- B. **Body:** The valve shall be flanged design unless noted otherwise in the plans and shall be Class 150 B. Flanged valves shall be suitable for use between ANSI B16.1 Class 125 cast iron flanges. The valve body shall be of cast iron conforming to ASTM A 126 Class B.
- C. **Disc:** The valve disc shall be of cast iron conforming to ASTM A48 Class 40C with an edge of nickel or 316 stainless steel. Non-metallic discs and sprayed or plated edges are not acceptable.
- D. **Seat:** The resilient seat shall be Buna "N" or synthetic rubber compound with a durometer of 50. The rubber seat shall be bonded into the disc or body of the valve, but cartridge-type seats shall not be acceptable.
- E. **Shaft:** Shafts shall be designed to meet the shaft torque requirements for AWWA class 150B. Shafts shall be type 304 stainless steel. Shaft seals may be accomplished by quad rings.
- F. **Bearings:** Each valve assembly shall be fitted with a sleeve type, or a single two-way thrust bearing designed to hold the disc in the body at all times and with self-lubricated shaft bearings.

- G. **Painting:** The valve surfaces except for disc, seating, and finished portions shall be evenly coated with two coats of suitable primer for contact with drinking water or the valve shall be certified as suitable for contact with drinking water by an accredited certification organization in accordance with ANSI/NSF 61, Drinking Water System Components- Health Effects.
- H. Manufacturers or Equal:
1. DeZurik Corporation,
 2. Henry Pratt Company
- I. Pneumatic Cylinder Operators
1. **General:** Pneumatic cylinder operators shall be provided where shown. The pneumatic system shall be capable of opening the valve within the time limit specified. The operator shall be a double-acting cylinder suitable for an 80 psi air supply. Each pneumatic operator shall be provided with an air filter regulator. This filter shall be suitable for a 125 psi air supply and shall be able to reduce the pressure to 80 psi for each valve. The air filter regulator shall include a pressure gauge, and a 100-micron filter, and shall have a knob on top of the unit to adjust the air pressure.
 2. **Cylinder:** The pneumatic cylinder shall meet the requirements of AWWA C504 as well as the following additional requirements. The cylinder shall be provided with adjustable orifices in the supply lines to permit controlling the rate of opening and closing the valve. Tapped holes shall be provided for connection of the air lines to the cylinder, and flexible hoses shall connect said holes in the operating cylinder to a stationary connection rigidly attached to the base plate on which the cylinder is supported. The air supply connection shall be 1/4 inch in diameter. All moving parts shall be adequately lubricated. Provide union and shut-off valve at each connection to the valve.
 3. **Accessories:** The pneumatic valve operator shall be furnished by the valve manufacturer as a complete package, together with the valve and all necessary solenoid valves, valve positioner (where shown), controls, open and close limit switches, connectors, mounting bracket, linkage, and installation instructions. Each valve actuator shall have single-pole, normally open limit switches that close to indicate both full-open and full-closed positions. The switch mounting hardware shall allow adjustment so that intermediate positions can be monitored.
 4. **Valve Positioners:** Valve positioners shall be provided with pneumatic cylinder operators for the valves indicated. Current-to-pneumatic signal converters shall accept a 4-20 MA input signal and produce a 3-15 PSI output signal in direct linear proportion to the input. Units shall be suitable for surface or pipe mounting. Accuracy shall be within ± 0.5 percent of span. Air supply pressure shall be 20 ± 2 PSIG. Signal converters shall be Fischer & Porter Type 50E1 or equal.
 5. **Position Monitoring:** Valves with positioners for modulating service shall be provided with position feedback transmitters for 4-20 mA output.

PART 3 -- EXECUTION

3.1 VALVE INSTALLATION

- A. **General:** All valves, gates, operating units, stem extensions, valve boxes, and accessories shall be installed in accordance with the manufacturer's written instructions and as shown and specified. All gates shall be adequately braced to prevent warping and bending under the intended use. Valves shall be firmly supported to avoid undue stresses on the pipe.

- B. **Access:** All valves shall be installed to provide easy access for operation, removal, and maintenance and to avoid conflicts between valve operators and structural members or handrails.
- C. **Valve Accessories:** Where combinations of valves, sensors, switches, and controls are specified, it shall be the responsibility of the CONTRACTOR to properly assemble and install these various items so that all systems are compatible and operating properly. The relationship between interrelated items shall be clearly noted on shop drawing submittals.

**** END OF SECTION ****

SECTION 43 00 00 - EQUIPMENT GENERAL PROVISIONS

PART 1 -- GENERAL

1.1 THE REQUIREMENTS

- A. The Contractor shall furnish all equipment not designated as OWNER furnished in the bidding documents.
- B. The Contractor shall install all equipment complete with necessary appurtenances to provide a complete and operable system.
- C. The Contractor shall furnish complete shop drawings of all mechanical equipment, together with appurtenant piping, valves, and controls.
- D. Each item of equipment shipped shall have a legible identifying mark or tag corresponding to the equipment number shown or specified for the particular item.
- E. All equipment shall be designed to meet federal and state noise levels and safety requirements.
- F. The Contractor shall furnish and install all oils and lubricants required for initial equipment start-up.
- G. Contractor's bid price shall include the costs of any necessary manufacturer's representatives which may be required for equipment installation and start-up. Unless otherwise specified, a manufacturer's field representative shall be provided for a minimum of 8 hours of start-up services for each piece of process equipment.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 40 05 60 - Valves

1.3 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Codes:

1. International Building Code (IBC) - Latest Edition
2. National Electric Code ANSI/NFPA 70
3. References herein to "Plumbing Code" or NPC shall mean the National Plumbing Code of the American Public Health Association and the American Society of Mechanical Engineers (APHA/ASME). The latest edition of the codes, as adopted as of the date awarded by the agency having jurisdiction, shall apply to the work herein.

B. Commercial Standards

All equipment, products, and their installation shall be in accordance with the following standards, as applicable, and as specified in each Section of these specifications:

1. American Society for Testing and Materials (ASTM).
2. American Public Health Association (APHA).
3. American National Standards Institute (ANSI).
4. American Society of Mechanical Engineers (ASME).
5. American Water Works Association (AWWA).

6. American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE).
7. American Welding Society (AWS).
8. National Fire Protection Association (NFPA).
9. Federal Specifications (FS).
10. National Electrical Manufacturers Association (NEMA).
11. Manufacturer's published recommendations and specifications.
12. General Industry Safety Orders (OSHA).

The following standards have been referred to in this Section of the specifications:

ANSI B16.1-98	Cast Iron Pipe Flanges and Flanged Fittings Class 25, 125, 250, and 800.
ANSI B16.5-96	Pipe Flanges and Flanged Fittings, Steel, Nickel Alloy, and Other Special Alloys.
ANSI B46.1-2009	Surface Texture.
ANSI S12.6-2008	Method for the Measurement of the Real-Ear Attenuation of Hearing Protectors.
ANSI/ASME B1.20.1-2005	General Purpose Pipe Threads (Inch).
ANSI/ASME B31.1-2007	Power Piping.
ANSI/AWWA D100-2006	Welded Steel Tanks for Water Storage.
AWWA C206-2011	Field Welding of Steel Water Pipe.
ASTM A 48-2003	Specification for Gray Iron Castings.
ASTM A 108-2007	Specification for Steel Bars, Carbon, Cold-Finished, Standard Quality.

1.4 CONTRACTOR SUBMITTALS

- A. Shop Drawings: The CONTRACTOR shall furnish complete shop drawings for all equipment specified in the various Sections, together with all piping, valves, and controls for review by the ENGINEER in accordance with Section 01 33 00 entitled "Submittals".
- B. O & M Manuals: Complete and descriptive operation and maintenance manuals shall be submitted in accordance with Section 01 33 00 entitled "Submittals".
- C. Tools: The CONTRACTOR shall supply one complete set of special wrenches or other special tools necessary for the assembly, adjustment, and dismantling of the equipment. All tools shall be of best-quality hardened steel forgings with bright, finished heads, with work faces dressed to fit nuts. The set of tools shall be neatly mounted in a labeled toolbox of suitable design provided with a hinged cover.
- D. Spare Parts: The CONTRACTOR shall obtain and submit from the Supplier a list of suggested spare parts for each piece of equipment. After approval, he shall furnish such spare parts suitably packaged, identified with the equipment number, and labeled. He shall also furnish the name, address, and telephone number of the nearest distributor for each piece of equipment.

- E. Torsional Analysis: The CONTRACTOR shall furnish to the ENGINEER a torsional analysis of the following, which shall be submitted in accordance with Section 01 33 00 entitled "Submittals".
 1. All engine drives.
 2. All blowers and compressors with drives of 100 horsepower and over.
 3. All other equipment where specified.

1.5 QUALITY ASSURANCE

- A. Inspection, Start-up, and Field Adjustment: The CONTRACTOR shall demonstrate that all equipment meets the specified performance requirements. Upon completion of the installation of mechanical equipment controls, the CONTRACTOR shall provide the services of an experienced, competent, and authorized service representative of the manufacturer or supplies of each item of major equipment who shall visit the site of work to perform the following tasks:
 1. Assist the CONTRACTOR in the installation of the equipment.
 2. Inspect, check, adjust if necessary, and approve the equipment installation.
 3. Startup and field-test the equipment for proper operation, efficiency, and capacity.
 4. Perform necessary field adjustments during the test period until the equipment installation and operation are satisfactory to the ENGINEER.
 5. Instruct the OWNER's personnel in the operation and maintenance of the equipment. Instruction shall include step-by-step troubleshooting procedures with all necessary test equipment.
- B. The costs of all inspection, start-up, testing, adjustment, and instruction work performed by said factory-trained representatives shall be borne by the CONTRACTOR.
- C. Public Inspection: It shall be the responsibility of the CONTRACTOR to inform the local authorities, such as building and plumbing inspectors, fire marshals, OSHA inspectors, and others, to witness all required tests for piping, plumbing, fire protection systems, pressure vessels, safety systems, etc., to obtain all required permits and certificates, and pay all fees.

PART 2 -- PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. Noise Level: When in operation, no single piece of equipment shall exceed the OSHA noise level requirements for a one-hour exposure.
- B. Service Factors: Service factors shall be applied in the selection or design of mechanical power transmission components. Unless otherwise specified, the following load classifications shall apply in determining service factors:

Type of Equipment	Load Classification
Blower:	
Centrifugal or vane	Uniform
Lobe	Uniform
Reciprocating Air Compressor:	
Multi-Cylinder	Moderate Shock
Single-Cylinder	Heavy Shock
Pump:	

Type of Equipment	Load Classification
Centrifugal or Rotary	Uniform
Reciprocating	Moderate Shock
Diaphragm	Moderate Shock
Mixer:	
Constant Density	Uniform
Variable Density	Moderate Shock
Crane or Hoist	Moderate Shock
Fans	Uniform

- C. Welding: Unless otherwise specified or shown, all welding shall conform to the following:
1. Latest revision of ANSI/AWWA D100.
 2. Latest revision of AWWA C206.
 3. All composite fabricated steel assemblies to be erected or installed inside a hydraulic structure, including any fixed or movable structural components of mechanical equipment, shall have continuous seal welds to prevent the entrance of air or moisture.
 4. All welding shall be by the metal-arc or gas-shielded arc method as described in the American Welding Society's "Welding Handbook" as supplemented by other pertinent standards of the AWS. Qualification of welders shall be in accordance with the AWS Standards governing the same.
 5. In assembly and during welding, the component parts shall be adequately clamped, supported, and restrained to minimize distortion and control dimensions. Weld reinforcement shall be as specified by the AWS code. Upon completion of welding, all weld splatter, flux, slag, and burrs left by attachments shall be removed. Welds shall be repaired to produce a workmanlike appearance with uniform weld contours and dimensions. All sharp corners of material to be painted or coated shall be ground to a minimum of 1/32-inch on the flat.
- D. Protective Coatings: All equipment shall be painted or coated in accordance with Section 09 91 00 entitled "Painting" unless otherwise approved by the ENGINEER. Non-ferrous metal and corrosion-resisting steel surfaces shall be coated with grease or lubricating oil. Coated surfaces shall be protected from abrasion or other damage during handling, testing, storing, assembly, and shipping.
- E. Protection of Equipment: All equipment shall be boxed, crated, or otherwise protected from damage and moisture during shipment, handling, and storage. All equipment shall be protected from exposure to corrosive fumes and shall be kept thoroughly dry at all times. Pumps, motors, drives, electrical equipment, and other equipment having anti-friction or sleeve bearings shall be stored in weathertight storage facilities prior to installation. For extended storage periods, plastic equipment wrappers should be avoided to prevent the accumulation of condensate in gears and bearings.
- F. Identification of Equipment Items: Each item of equipment shipped shall have a legible identifying mark corresponding to the equipment number shown or specified for the particular item.
- G. Vibration Level: All equipment subject to vibration shall be provided with restrained spring-type vibration isolators or pads per the manufacturer's written recommendations.
- H. Shop Fabrication: Shop fabrication shall be performed in accordance with the Contract Documents and the approved shop drawings.

2.2 ANCHORING OF MECHANICAL EQUIPMENT

- A. Equipment that does not vibrate during normal operation shall be rigidly attached to the foundation or other adequate support to prevent lateral and vertical displacement. Equipment that vibrates during normal operation shall be provided with isolators with mechanical stops securely anchored to the foundation or other adequate support.
- B. Jacking screws shall be provided in the equipment bases and bedplates to aid in leveling prior to grouting.
- C. Equipment suppliers shall furnish anchor bolts, nuts, washers, and sleeves of adequate design as required for the proper anchorage of the bases and bedplates to the concrete bases. Sleeves shall be a minimum of 1-1/2 times the diameter of the anchor bolts. Unless otherwise shown or specified, anchor bolts for items of equipment mounted on baseplates shall be long enough to permit 1-1/2 inches of grout beneath the baseplate and to provide adequate anchorage into structural concrete.
- D. Anchor bolts, together with templates or setting drawings, shall be delivered sufficiently early to permit setting the anchor bolts when the structural concrete is placed.
- E. All bolts and anchor bolts, buried, submerged, or below the top of the wall of any hydraulic structure shall be of Type 18-8 stainless steel.
- F. The Contractor shall submit, along with the mechanical equipment shop drawings, complete details showing the method of anchoring equipment and/or mechanical stops in full compliance with these requirements. All engineering required to comply with these provisions shall be the Contractor's responsibility. Submittals shall state the weight of the equipment, materials of the anchor system, and show all information in sufficient detail to permit an evaluation of its structural adequacy. Submittals not meeting these requirements in full will be returned, not approved, with deficiencies noted. The Contractor shall be required to correct all deficiencies and resubmit the proposed system of anchorage for approval.

2.3 EQUIPMENT INSTALLATION

- A. The Contractor shall obtain installation instruction booklets or other recommendations from the equipment manufacturers as to procedures for, sequence of, and tolerances allowed in equipment installation. In particular, the manufacturer's recommendations as to grout spaces required, the type of grout to be used, and tolerances for level and alignment, both vertical and horizontal, shall be obtained and followed. Whenever applicable, the Contractor shall obtain the service of a manufacturer's representative specifically trained in the erection of his equipment to supervise the installation.
- B. Skilled craftsmen experienced in the installation of the equipment or similar equipment shall be used. Applicable specialized tools and equipment, such as precision machinist levels, dial indicators, and gauges, shall be utilized as required in the installations. The work shall be accomplished in a workmanlike manner to produce satisfactory equipment installation free of vibration or other defects.
- C. All equipment shall be installed on a 3-inch high concrete housekeeping pad unless noted otherwise. After assembly and installation on the concrete base, each unit shall be leveled and aligned in place but not grouted until after the initial fitting and alignment of connecting piping. Each unit shall then be grouted to the concrete base. Each base and bedplate shall be completely filled with grout. The grout shall extend to the edge of each base or bedplate and shall be beveled at 45 degrees all around the unit. Grout that is exposed at horizontal surfaces shall be rounded to provide drainage to appropriate points. After the grout has set, jacking screws shall be removed, and nuts on anchor bolts shall be tightened, followed by an overall check on leveling and alignment. Should the equipment not

meet tolerances of level and alignment, as recommended by the manufacturer, corrective measures shall be taken to obtain the tolerances required.

- D. Non-shrink grout used in setting machinery and anchor bolts shall be made with a hydraulic-type cement which, when mixed with water according to the manufacturer's instructions, will harden rapidly to produce a permanent high-strength material. Non-shrink grout shall be POR-ROK, as manufactured by the Hallemite Manufacturing Company of Cleveland, Ohio; Burke-Stone manufactured by Burke Concrete Accessories, Inc., Oakland, California; or equal.

2.4 PROTECTION OF EQUIPMENT

- A. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and kept thoroughly dry at all times. Pumps, motors, drives, electrical equipment, and other equipment having anti-friction or sleeve bearings shall be stored in weather-tight storage facilities such as warehouses.
- B. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted surfaces damaged prior to acceptance of equipment shall be repainted.
- C. Electrical equipment, controls, and insulation shall be protected against moisture or water damage. All space heaters provided in the equipment shall be connected and operating at all times from the time of delivery until the equipment is placed in operation.

2.5 COUPLINGS

- A. Flexible couplings shall be provided between the driver and the driven equipment to accommodate angular misalignment, parallel misalignment, end float, and cushion shock loads. Where required for vertical shafts, 3-piece spacer coupling shall be installed.
- B. The CONTRACTOR shall have the equipment manufacturer select or recommend the size and type of coupling required to suit each specific application.
- C. Taperlock bushings may be used to provide for easy installation and removal on shafts of various diameters.
- D. Where universal type couplings are shown, they shall be of the needle bearing type construction, equipped with commercial type grease fittings.

2.6 SHAFTING

- A. General: All shafting shall be continuous between bearings and sized to transmit the power required. Keyways shall be accurately cut in line. Shafting shall not be turned down at the ends to accommodate bearings or sprockets whose bore is less than the diameter of the shaft. All shafts shall rotate in the end bearings and be turned and polished, straight, and true.
- B. Materials: Shafting materials shall be appropriate for the type of service and torque transmitted. Environmental elements such as corrosive gases, moisture, and fluids shall be taken into consideration. Materials shall be as shown or specified unless furnished as part of an equipment assembly.
 - 1. Low-carbon cold-rolled steel shafting shall conform to ASTM A 108, Grade 1018.
 - 2. Medium carbon cold-rolled shafting shall conform to ASTM A 108, Grade 1045.
 - 3. Corrosion-resistant shafting shall be stainless steel or Monel, whichever is most suitable for the intended service.

- C. Differential Settlement: Where differential settlement between the driver and the driven equipment may be expected, a shaft of sufficient length with 2 sets of universal-type couplings shall be provided.

2.7 BEARINGS

- A. General: Bearings shall conform to the standards of the Anti-Friction Bearings Manufacturing Association (AFBMA).
- B. To ensure satisfactory bearing application, fitting practice, mounting, lubrication, sealing, static rating, housing strength, and other important factors shall be considered in bearing selection.
- C. All re-lubricative type bearings shall be equipped with a hydraulic grease fitting in an accessible location and have sufficient grease capacity in the bearing chamber.
- D. All lubricated-for-life bearings shall be factory-lubricated with the manufacturer’s recommended grease to ensure maximum bearing life and best performance.
- E. Bearing Life: Except where otherwise specified or shown, all bearings shall have a minimum B-10 life expectancy of 5 years or 20,000 hours, whichever occurs first. Where so specified, bearings shall have a minimum rated B-10 life expectancy corresponding to the type of service, as follows:

Type of Service	Design Life (Years)	B-10 Design Life (Hours)
	(whichever comes first)	
8-hour shift	10	20,000
16-hour shift	10	40,000
Continuous	10	60,000

- F. Bearing housings shall be cast iron or steel, and bearing mounting arrangement shall be as specified or shown or as recommended in the published standards of the manufacturer. Split-type housings may be used to facilitate installation, inspection, and disassembly.
- G. Sleeve-type bearings shall have a Babbitt or bronze liner unless otherwise shown.

2.8 GEARS AND GEAR DRIVES

- A. Unless otherwise specified, gears shall be of the helical or spiral-bevel type, designed and manufactured in accordance with AGMA Standards, with a minimum service factor of 1.7, a minimum B-10 bearing life of 60,000 hours, and a minimum efficiency of 94 percent. Worm gears shall not be used.
- B. All gear speed reducers or increasers shall be of the enclosed type, oil or grease-lubricated, and fully sealed, with a breather to allow air to escape but keep dust and dirt out. The casing shall be cast iron with lifting lugs and an inspection cover for each gear train. An oil level sight glass and an oil flow indicator shall be provided.
- C. Gears and gear drives as part of an equipment assembly shall be shipped fully assembled for field installation.
- D. Material selections shall be left to the discretion of the manufacturer, provided the above AGMA values are met. Input and output shafts shall be adequately designed for the service and load requirements. Gears shall be computer-matched for minimum tolerance variation. The output shaft shall have 2 positive seals to prevent oil leakage.
- E. Oil level and drain location relative to the mounting arrangement shall be considered in the selection of gear drives. Oil drains shall be provided with adequate clearance to allow for a container of

sufficient size to be placed to collect the full amount of oil to be drained. Oil coolers or heat exchangers with all required appurtenances shall be furnished when necessary.

- F. Where gear drive input or output shafts have to connect to couplings or sprockets supplied by others, the CONTRACTOR shall have the gear drive manufacturer supply a matching key taped to the shaft for shipment.

2.9 DRIVE CHAINS

- A. Power drive chains shall be commercial-type roller chains and meet ANSI Standards.
- B. A chain take-up or tightener shall be provided in every chain drive arrangement to provide easy adjustment.
- C. A minimum of one connecting or coupler link shall be provided with each length of the roller chain.
- D. Chain and attachments shall be the manufacturer's best standard material suitable for the process fluid.

2.10 SPROCKETS

- A. General: Sprockets shall be used in conjunction with all chain drives and chain-type material handling equipment.
- B. Materials: Unless otherwise specified, materials shall be as follows:
 1. Sprockets with 25 teeth or less, normally used as a driver, shall be made of medium carbon steel in the 0.40 to 0.45 percent carbon range.
 2. Type A and B sprockets with 26 teeth or more, normally used as driven sprockets, shall be made of a minimum of 0.20 percent carbon steel.
 3. Large diameter sprockets with Type C hub shall be made of cast iron conforming to ASTM A 48, Class 30.
- C. All sprockets shall be accurately machined to ANSI Standards. Sprockets shall have deep hardness penetration in tooth sections.
- D. Finish bored sprockets shall be furnished, complete with keyseat and set screws.
- E. To facilitate installation and disassembly, sprockets shall be of the split type or shall be furnished with taper-lock bushings as required.
- F. Idler sprockets shall be furnished with brass or Babbitt bushings, complete with an oil hole and axial or circumferential grooving. Steel collars with set screws may be provided on both sides of the hub.

2.11 V-BELT DRIVES

- A. V-belts and sheaves shall be of the best commercial grade and conform to ANSI, MPTA, and RMA standards.
- B. Unless otherwise specified, sheaves shall be machined from the finest quality gray cast iron.
- C. All sheaves shall be statically balanced. In some applications where vibration is a problem, sheaves shall be dynamically balanced. Sheaves operating at belt speeds exceeding 6,500 fpm may be required to be of special materials and construction.

- D. To facilitate installation and disassembly, sheaves shall be furnished, complete with taper-lock or QD bushings as required.
- E. Finish bored sheaves shall be furnished, complete with keyseat and set screws.
- F. Sliding motor bases shall be provided to adjust the tension of V-belts.

2.12 DRIVE GUARDS

- A. All power transmission, prime movers, machines, and moving machine parts shall be guarded to conform with the OSHA Safety and Health Standards (29CFR1910).

2.13 FLEXIBLE CONNECTORS

- A. General: Flexible connectors shall be installed in all piping connections to engines, blowers, compressors, and other vibrating equipment and in piping systems in accordance with the requirements of Section 40 23 00 entitled "Process Piping and Fittings". Flexible connectors shall isolate vibrations and compensate for pipe misalignment, movement, and offsets.

2.14 THREADED INSULATING CONNECTIONS

- A. General: Threaded insulating bushings, unions, or couplings, as appropriate, shall be used for joining threaded pipes of dissimilar metals and for piping systems where corrosion control and cathodic protection are involved.
- B. Materials: Threaded insulating connections shall be of nylon, Teflon, polycarbonate, polyethylene, or other non-conductive materials and shall have ratings and properties to suit the service and loading conditions.

2.15 GASKETS AND PACKINGS

- A. Gaskets shall be full-faced, 1/16-inch thick compressed sheets of aramid fiber base with nitrile binder and non-stick coatings, suitable for temperatures to 700 degrees F, a pH of 1 to 11, and pressures to 1000 psig as manufactured by Garlock Style 3000 or 3400, John Crane Style 2160, or equal. Where blind flanges are shown, the gaskets shall cover the entire inside surface of the blind flanges and shall be cemented to the blind flanges. Ring gaskets shall not be permitted.
- B. Packing around valve stems and reciprocating shafts shall be of compressible material, compatible with the fluid being used. Chevron-type "V" packing shall be Garlock No. 432, John Crane "Everseal", or equal.
- C. Packing around rotating shafts (other than valve stems) shall be "O"-rings or similar seals or mechanical seals, as recommended by the manufacturer and approved by the ENGINEER.

2.16 NAMEPLATES

- A. Equipment nameplates of stainless steel shall be engraved or stamped and fastened to the equipment in an accessible location with No. 4 or larger oval head stainless steel screws or drive pins. Nameplates shall contain the manufacturer's name, model, serial number, size, characteristics, and appropriate data describing the machine performance ratings.

2.17 SAFETY REQUIREMENTS

- A. Where work areas are located within a flammable or toxic gas environment, suitable gas detection, ventilating, and oxygen deficiency equipment shall be provided. Workers shall be equipped with approved breathing apparatus.

PART 3 -- EXECUTION

3.1 COUPLINGS

- A. The CONTRACTOR shall have the equipment manufacturer select or recommend the size and type of coupling required to suit each specific application; installation shall be per equipment manufacturer's printed recommendations.

3.2 INSULATING CONNECTIONS

- A. All insulating connections shall be installed in accordance with manufacturer's printed instructions.

**** END OF SECTION ****

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

RESOLUTION 23-119

**A RESOLUTION AWARDING THE LOW QUOTE FOR THE SE WELL REHABILITATION PROJECT;
CITY PROJECT NO: 23-07**

WHEREAS, quotes for the SE Well Rehabilitation Project were received on November 14, 2023 opened and tabulated according to law, with the following quotes received:

MN Mechanical Solutions	\$46,430.00
Magney Construction	\$70,530.00
Gridor Construction	\$75,500.00
Shank Constructors	\$79,800.00
Rice Lake Construction Group	\$80,124.00

; and

WHEREAS, City staff recommends award of the low quote for the SE Well Rehabilitation Project ; and

WHEREAS, MN Mechanical Solutions is the lowest responsible bidder; and

WHEREAS, MN Mechanical Solutions. is a responsible and responsive contractor, that has completed projects of similar size and scope successfully.

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

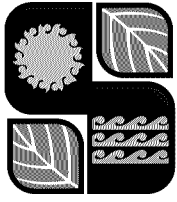
1. Hereby authorized and directed to enter into a contract with MN Mechanical Solutions based on the lowest quote amount of \$46,430.00 in the name of the City of Shorewood for the SE Well Rehabilitation Project according to the plans and specifications on file in the office of the City Clerk.

Adopted by the City Council of Shorewood, Minnesota this 27th day of November 2023.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Item
8A

Title/Subject: Hazardous Building Declaration for 5815 Club Lane
Meeting Date: 11/27/2023
Prepared by: Jared Shepherd
Reviewed by: Marc Nevinski
Attachments: **City Attorney Memorandum**
Order for Removal of Hazardous Building
Exhibits A-E
Resolution

Background

See attached memorandum from the City Attorney.

Financial Considerations

The City may be required to remedy the hazardous building at its expense and assess the costs back to the property as taxes. In October 2022, the City obtained estimates of the cost to remove the building of about \$50,000. Updated estimates would be required to determine the current cost.

Action Requested

Motion to approve the attached resolution ordering the repair or removal of hazardous conditions.

A majority vote by the Councilmembers in attendance is required.

MEMORANDUM



CAMPBELL KNUTSON
PROFESSIONAL ASSOCIATION

TO: SHOREWOOD CITY COUNCIL
FROM: JACK BROOKSBANK
JARED SHEPHERD
DATE: NOVEMBER 7, 2023
RE: HAZARDOUS BUILDING LOCATED AT 5815 CLUB LN.

This matter is now before the City Council to determine whether to declare that the Subject Property contains hazardous conditions. The following documents have been submitted for Council review:

- 1) A Proposed Resolution Ordering Repair and Removal of Hazardous Conditions
- 2) Exhibit A: A report detailing the ownership of the Subject Property
- 3) Exhibit B: Photographs of the hazardous conditions at the Subject Property.
- 4) Exhibit C: Inspection notes and reports about the Subject Property
- 5) Exhibit D: Building Permit Application and related Correspondence
- 6) Exhibit E: An Order for Repair and Removal of Hazardous Conditions

Summary of Code Violations at 5815 Club Lane.

The Subject Property initially contained a single family home. Beginning around 2007, the owners began working on a major addition to the property. In 2007 the City issued a permit to construct some additional footings. The City discovered illegal construction continuing to occur at the property for years after the initial permit issued. In 2015, the City issued a building permit to construct a building envelope to enclose the addition. That building permit expired on June 16, 2015. In 2017, one of the occupants of the Subject Property was injured in a partial structural collapse. In response to reports of this injury, the City conducted additional inspections. In February 2018, City staff visited the property. The City discovered that the owners had constructed an additional porch/deck, which was not allowed by the building permit. After further negotiations with the property owner, in March 2019 the City had the property inspected by both MNSPECT and Oswell Engineering. Both the inspector and the engineer concluded that the addition violated the building permits issued and contained numerous code violations and safety hazards due to substandard design and construction. The owners were also using areas of unfinished construction as personal living and storage areas.

In response, the City passed Resolution 19-067 on July 8, 2019, declaring the property a hazardous building under Minn. Stat. § 463.15 and ordering the removal of the addition. After several additional months of litigation, the City and the property owners entered into a settlement agreement on January 19, 2021. Under the terms of that agreement, the owners would remove the addition or sell the property to be demolished and reconstructed by May 1, 2021. The owners further agreed not to occupy the addition.

The property owners failed to perform the required actions under the 2021 settlement agreement. The addition was not removed, nor was the property sold. The owners began occupying the

addition and performed additional construction on the addition without further building permits. However, upon our review of the settlement agreement, it became apparent that the settlement agreement did not provide sufficient protection to the City to undertake the remediation work itself. The City therefore entered into further negotiations with the property owners.

In July 2022, the City had engineers from Bolton & Menk inspect the property again. Bolton & Menk then produced a report detailing their findings in September 2022. That report identified significant ongoing concerns with the construction of the addition. The engineers concluded that the subject property remained in unsafe condition, should not be occupied, and that the addition should be removed. The engineers also concluded that it may be difficult to remove the Addition without demolishing the original structure as well, but this is not conclusive and the engineers determined that further inspection of the original structure would be necessary once the addition was removed to see if it had been damaged by the additional loading.

On June 14, 2023, the City sent the property owners a “Final Notice to Correct Code Violation.” This notice contained specific directions for what the property owners would have to do to bring the structure into compliance, including detailed engineering and structural tests on the structure as completed. On July 21, 2023, the property owners submitted a building permit application to attempt to show the structure was code compliant. However, the City determined that this application was deficient and incomplete.

The July 21, 2023 permit application showed that, in violation of prior stop work orders, the property owners had continued to work on the property without a valid building permit. The owners also continued to occupy and use the addition. The application also did not address structural concerns. The application contained differing dimensions between the plans and engineering report. The application requested the wrong kind of permit. The application, and supporting materials, also failed to identify how the property owners would address structural deficiencies identified by the City’s prior reports, including improperly constructed foundations, beams, and windows. The application also failed to account for the removal of the original structure’s roof—which is now inside the structure of the addition—or the re-routing of vents from the original structure that now discharge into the interior of the addition. The application also lacked necessary details, such as plan sheets, foundation plans, cross section, etc.

Through August 2023, the City continued to work with the property owners and their hired engineer. However, the property owners did not correct the above deficiencies, submit an updated permit application, or demonstrate that they would correct the structural issues at the subject property. The owners were notified that if they did not submit adequate engineering documentation and repair plans to ensure the structural stability of the property, the city would seek to again declare the structure as a hazardous building.

Due to the longstanding structural defects at the subject property, the failure of the owners to address these issues, the continued construction work on the property without the required permits, and the fact that there has already been one injury at the subject property from a partial

structural collapse, we recommend that the council adopt the resolution declaring this a hazardous building and ordering its removal.

We also learned that the property owners are currently going through Chapter 13 bankruptcy. The owners were not paying their mortgage, and the mortgagee (U.S. Bank) initiated foreclosure proceedings on the Subject Property. Shortly before the foreclosure sale, the property owners initiated bankruptcy proceedings. Chapter 13 bankruptcy is a consolidation and restructuring of debts through a court-appointed receiver. The receiver will work with creditors to enact a payment plan, and the debtors (property owners) will pay a single monthly payment to the receiver to cover outstanding debts. Chapter 13 bankruptcy does not affect property tax debts incurred after the initiation of bankruptcy proceedings. If the city were to have to act to abate this hazardous property, it would seek to recoup the cost in the form of a special assessment, certified as part of the annual tax bill. Further, the assessment accrues to the property, rather than to the property owner individually. There should therefore be no impact to the City's proceeding because of the ongoing bankruptcy proceeding.

Overview of Hazardous Building Declaration Process

Minnesota law permits the City Council to order the repair and abatement of hazardous conditions that exist within its city limits. Hazardous conditions include health, safety, and fire hazards that exist because of inadequate maintenance, dilapidation, physical damage, unsanitary condition, or abandonment. Minn. Stat. § 463.15, subd. 3. A condition is a hazard if it affects public safety or health.

If the City Council determines that the Subject Property contains hazardous conditions, it may pass the Resolution and direct the City Attorney to sign and serve the attached Order. Subsequently, the Order for Repair and Removal of Hazardous Conditions (Exhibit B) will be served upon the owners and any lienholders of the property. This is through personal service like an ordinary civil lawsuit.

The owner/occupant will then have thirty (30) days to remedy the hazardous conditions. If they fail to comply within that time period, we will seek permission from District Court to allow the City to abate the hazardous conditions. The City can seek Court approval to assess the costs of the abatement against the property, payable either in a single lump sum or in not more than five yearly installments at eight percent interest.

The owner may also dispute the hazardous building order by filing an answer with the court. In this case, the matter will be set for trial. This is an expedited process, as hazardous building matters have priority. However, this may still be somewhat lengthy and would likely take at least six months to resolve. The City would still be entitled to assess its costs if it prevails after the contested hearing.

CITY OF SHOREWOOD

Order of the City Council of Shorewood,
Hennepin County, Minnesota concerning
Hazardous building on the property

Located at:

5815 Club Lane, City of Shorewood, County of Hennepin, State of Minnesota 55331

Legally described as:

Lot 45, Auditor's Subdivision No. 133,
Hennepin County, Minnesota.

Parcel Identification Number (PID): 33-117-23-42-0001

TO: Jeremy Riedel and Joshua Riedel, Owners in Fee Simple of the Subject Property;
U.S. Bank, N.A., C/O Registered Agents, Inc., 202 N. Cedar Ave. Ste. 1, Owatonna, MN
55060.

Pursuant to Minnesota Statutes § 463.15, *et seq.*, the City Council of the City of Shorewood, having duly considered the matter, found the above-described property to be hazardous through the passage of Resolution 2023-067.

Shorewood City staff have observed the conditions present at 5815 Club Lane, City of Shorewood, County of Hennepin, State of Minnesota 55331 [hereinafter: Subject Property]. Their observations revealed that the Subject Property constitutes a hazardous property within the meaning of Minnesota Chapter 463. Specifically, the Subject Property contains an Addition that has been improperly constructed in violation of City Code and the 2012 International Property Maintenance Code (IPMC) in such a way as to constitute a hazard to public safety or health within the meaning of Minn. Stat. § 463.15, subd. 3. Specifically, the City Council finds that the following hazardous conditions exist at the Subject Property:

1. The Addition contains nonstandard and questionable building techniques that require engineering controls to ensure compliance with the building code and IPMC. The IPMC, § 304.4, requires that all structural members be capable of safely supporting the imposed loads. IPMC § 304.1.1.2 requires adequate anchoring of

structures to the foundation. IPMC § 304.1.1.6 requires proper foundation systems. IPMC § 305.1.1.2 requires anchoring of interior structural elements. IPMC § 305.1.1.4 prohibits structural members that cannot support the necessary loads. IPMC 305.1.1.5 requires that all stairs have proper guards and handrails. The roof trusses of the Addition have rusted hangers and nails, possible improper use of hangers, and uncovered truss eaves, raising questions about their ability to sustain the required loads. The Addition was also constructed in a way as to increase loading on the original roof and supporting structure. The necessary analysis to determine whether the structure can safely support the increased loads has not been completed. The structural members are not attached using standard construction practices, including improper use of bracket connections and improperly sized attachments for posts to foundation elements. There are nonstandard elements, including cantilevers and framing around window and door openings, that are not adequately supported by engineering analysis to ensure safety. The basement and garage of the Addition lack proper slabs and contain uncompacted soils. The basement and foundations of the Addition contain cripple walls that require special engineering or construction methods, but there is no record of either to ensure the structural stability of the walls. The Addition contains stairs that lack guards or handrails. These conditions constitute hazards to the public safety and health and violations of the IPMC.

2. IPMC § 304.1.1.12 requires that all exterior decks contain proper guards and handrails and are properly anchored with connections capable of supporting the necessary loads. The Addition lacks guards or handrails. The Addition contains a deck/porch that is supported by a beam resting freely on the previously existing porch's step with no means of attachment. These conditions constitute a hazard to the public safety or health and violations of the IPMC.
3. IPMC § 304.4 requires that all structural members be maintained free from deterioration. IPMC § 304.5-.6 require that exterior walls and roofs provide adequate protection from the elements. The Addition contains potential moisture damage throughout. This can be observed as swelling, sagging, and staining on wood members, and rust and corrosion on metal hangers and components, throughout the Addition. The roof of the Addition contains unblocked truss eaves that do not provide adequate protection from the elements. These conditions constitute a hazard to the public safety or health and violations of the IPMC.

Pursuant to the foregoing, in accordance with Minn. Stat. § 463.17, unless the hazardous conditions listed above are removed **within thirty (30) days** of the date of this Order, the City shall cause the hazardous conditions on the Subject Property to be removed. The removal of the above-reference hazardous conditions requires the demolition of the Addition, the removal of added foundation, deck, and footings, and backfilling to prevent any dangerous exposed

excavation.

If you fail to remedy the hazardous conditions, the City will seek permission from the District Court for the City to do so. The City will move the District Court for summary enforcement of this Order pursuant to Minn. Stat. § 463.19 unless you remedy the situation within said thirty (30) day period or unless an answer is filed within twenty (20) days of service of this Order upon you pursuant to Minn. Stat. § 463.18. Any answer filed must specifically deny sufficient facts presented in this Order to raise a material question as to the presence or absence of hazardous conditions. Upon enforcement of the Order by the City, all costs expended by the City will be assessed against the real property and collected as other taxes as provided in Minn. Stat. § 463.21.

If you fail to remedy the hazardous conditions, you must remove all personal property or fixtures **within thirty (30) days of service** of this Order upon you pursuant to Minn. Stat. § 463.24. If the personal property or fixtures are not removed within that by time, then the City may sell the personal property or fixtures at public auction as provided in Minn. Stat. § 463.21 or the City may destroy the same.

Moreover, you are advised that if the City of Shorewood is compelled to take any action to abate these hazardous conditions, all necessary costs expended by the City will be assessed against the real estate and collected as other taxes as provided in Minn. Stat. § 463.21.

CAMPBELL KNUTSON
Professional Association

Date: _____

By: _____

Jared D. Shepherd (#0389521)
John S. (Jack) Brooksbank (#0402593)
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Direct Dial: (651) 234-6218
jshepherd@ck-law.com
jbrooksbank@ck-law.com

Attorneys for City of Shorewood

Land Title, Inc.
2200 County Road C West
Suite 2205
Roseville, MN 55113
651.638.1900



Invoice

Date: 09/20/2023
Number: 100381

Campbell Knutson
860 Blue Gentian Road Suite 290
Eagan, MN 55121

File Number	Transactee	Client's File #	Class/Description	Memo	Amount
684443	Riedel, Jeremy		Property Report Update	5815 Club Lane, Shorewood, MN 55331	\$50.00
				Total	\$50.00
				Total Due	\$50.00

When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account. In certain circumstances, such as for technical or processing reasons, we may process your payment as a check transaction.

Due Upon Receipt

LT File Number: 684443
Report prepared on: September 20, 2023



LANDTITLE
service beyond the expected

Prepared for:
Campbell Knutson
860 Blue Gentian Road Suite 290
Eagan, MN 55121
Attn: Miya E. Watson
Client File No.:

UPDATED PROPERTY REPORT

Applicant: Jeremy Riedel and Joshua Riedel
Property Address: 5815 Club Lane, Shorewood, MN 55331
County: Hennepin **State:** Minnesota
Property Type: Abstract Property

LEGAL DESCRIPTION:

Lot 45, Auditor's Subdivision No. 133, Hennepin County, Minnesota.

APPARENT RECORD OWNER:

Jeremy Riedel and Joshua Riedel, as joint tenants

WARRANTY DEED: Neil E. Anderson and Susan L. Anderson, husband and wife to Joshua Riedel and Jeremy Riedel, as joint tenants; DOCUMENT NO.: 7755745; DATED: May 15, 2002; FILED: June 25, 2002.

QUIT CLAIM DEED: Joshua Riedel and Lauren Riedel, husband and wife to Jeremy Riedel, single; DOCUMENT NO.: 8465618; DATED: September 11, 2004; FILED: October 27, 2004.

QUIT CLAIM DEED: Jeremy Riedel, single to Jeremy Riedel and Joshua Riedel, as joint tenants ; DOCUMENT NO.: 8718912; DATED: April 14, 2005; FILED: December 27, 2005.

OPEN MORTGAGES AND LIENS:

1. PLAT OF AUFITOR'S SUBDIVISION NUMBER 133

Document No.: 1250701

Filed: December 8, 1924

2. EASEMENT

Document No.: 3989824

Dated: September 28, 1972

Filed: December 18, 1973

3. MORTGAGE

Document No.: 8891203

Dated: October 18, 2006

Filed: November 13, 2006

Amount: \$344,250.00

4. ASSIGNMENT OF MORTGAGE

Document No.: 9130174

Dated: April 30, 2008

Filed: May 7, 2008

5. LOAN MODIFICATION AGREEMENT

Document No.: A9306920

Dated: December 3, 2008

Filed: January 7, 2009

6. CORPORATE ASSIGNMENT OF MORTGAGE

Document No.: 11182185

Dated: January 27, 2023

Filed: February 6, 2023

7. CORPORATE ASSIGNMENT OF MORTGAGE

Document No.: 11182440

Dated: January 27, 2023

Filed: February 17, 2023

8. NOTICE OF PENDENCY OR PROCEEDING AND POWER OF ATTORNEY TO FORECLOSE MOTRGAGE

Document No.: 11211226

Dated: June 23, 2023

Filed: June 28, 2023

TAX INFORMATION:

Tax I.D. No.: 33-117-23-42-0001

Taxes for the year 2023: \$4,031.92, Total, are 1st 1/2 Paid, 2nd 1/2 Due

Delinquent Tax: None

Base Tax: \$2,736.00 (Non-Homestead)

Estimated Market Value: \$241,000.00

Assessed in the name of: Jeremy Riedel and Joshua Riedel

NAME SEARCHES:

There are no unsatisfied judgments and notices of Federal or State Tax Liens docketed in Hennepin County District Court, and the Hennepin County Recorder's office appearing against the following names (through the date interest was conveyed out):

Jeremy Riedel and Joshua Riedel

Except as follows:

JUDGMENT: Capital One Bank (USA) N.A. vs. Joshua Riedel, dated January 18, 2022, docketed January 18, 2022 in Hennepin County District Court records as Case No. 27-CV-21-12857 in the amount of \$18,032.80.

JUDGMENT: Midland Credit Management, Inc. vs. Joshua Riedel, dated June 28, 2022, docketed June 28, 2022 in Hennepin District Court records as Case No. 27-CV-22-9732 in the amount of \$7,275.95.

This Property Report is not a title examination, title opinion, title insurance commitment or title insurance policy. This report is furnished for the use and benefit of the requesting party. The liability of the reporting company caused by inaccuracies contained herein is limited to the amount paid for in said report.

Land Title, Inc. • 2200 West County Road C, Suite 2205, Roseville, MN 55113 • phone (651) 638-1900 • fax (651) 697-6185 • landtitleinc.com

POSTED EFFECTIVE DATE: 11th day of September, 2023



By:

A handwritten signature in black ink that reads "Rosalind Jernrich". The signature is written in a cursive style and is positioned above a horizontal line.

An Authorized Signature



LAND TYPE Abstract (A)

DOC NUM 11211226

Certified, filed and/or recorded on
Jun 28, 2023 4:19 PM

Office of the County Recorder
Hennepin County, Minnesota
Amber Bougie, County Recorder
Daniel Rogan, County Auditor and Treasurer

Deputy 183

Pkg ID 2577486E

Document Recording Fee

\$46.00

Document Total

\$46.00

NOTICE OF PENDENCY OF PROCEEDING AND
POWER OF ATTORNEY TO FORECLOSE MORTGAGE

YOU ARE NOTIFIED that a proceeding is about to be commenced by the undersigned to foreclose the following described mortgage:

DATE OF MORTGAGE: October 18, 2006

MORTGAGOR(S): Jeremy Riedel single and Joshua Riedel and Lauren Riedel, husband and wife

MORTGAGEE: Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for BNC Mortgage, Inc., A DELAWARE CORPORATION its successors and assigns

DATE OF RECORDING: November 13, 2006, Hennepin County Recorder
Document Number: 8891203

ASSIGNMENTS OF MORTGAGE:

And assigned to: U.S. Bank National Association, trustee for Lehman Brothers-Structured Asset Securities Corporation SASCO 2006-BC6

Dated: April 30, 2008

Date of Recording: May 7, 2008, Hennepin County Recorder

Document Number: 9130174

And assigned to: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC6

Dated: January 27, 2023

Date of Recording: February 16, 2023, Hennepin County Recorder

Document Number: 11182185

Transaction Agent: Mortgage Electronic Registration Systems, Inc.

Transaction Agent Mortgage Identification Number: 100122200002869417

Lender or Broker : BNC Mortgage, Inc.

Servicer: Select Portfolio Servicing, Inc.

Mortgage Originator: BNC MORTGAGE, INC., A DELAWARE CORPORATION

Property Address: 5815 Club Ln, Shorewood, MN 55331

Property Identification Number: 33-117-23-42-0001

The undersigned does hereby employ, authorize, and empower **Eric Cook, Michael Sauer, Orin Kipp, Paul Hayes and Wilford, Geske & Cook, P.A.**, attorneys at law with an office in **Woodbury, MN** to foreclose the above-described mortgage by advertisement and to bid in for the property at the foreclosure sale in its name, and to do any and all things necessary, convenient, or proper for the due and lawful foreclosure of said mortgage, hereby ratifying and confirming all that said attorneys shall do or cause to be done by virtue hereof and/or have for the foreclosure of the above-described mortgage.

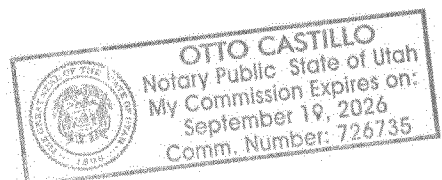
U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC6, by Select Portfolio Servicing, Inc., as attorney-in-fact

By: 
Name: Krysten Erickson
Title: Document Control Officer
Select Portfolio Servicing, Inc.
Date: 6-23-2023

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this 23 day of June, in the year 2023, before me Otto Castillo, a notary public, personally appeared Krysten Erickson Personally Known, a Document Control Officer of Select Portfolio Servicing, Inc., attorney-in-fact for U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-BC6, proved on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged that he/she executed the same. Witness my hand and official seal.


Notary Public



THIS INSTRUMENT WAS DRAFTED BY AND SHOULD BE RETURNED TO:
Wilford, Geske & Cook, P.A.
7616 Currell Boulevard, Suite 200
Woodbury, MN 55125
FILE NUMBER: 052109-F1

















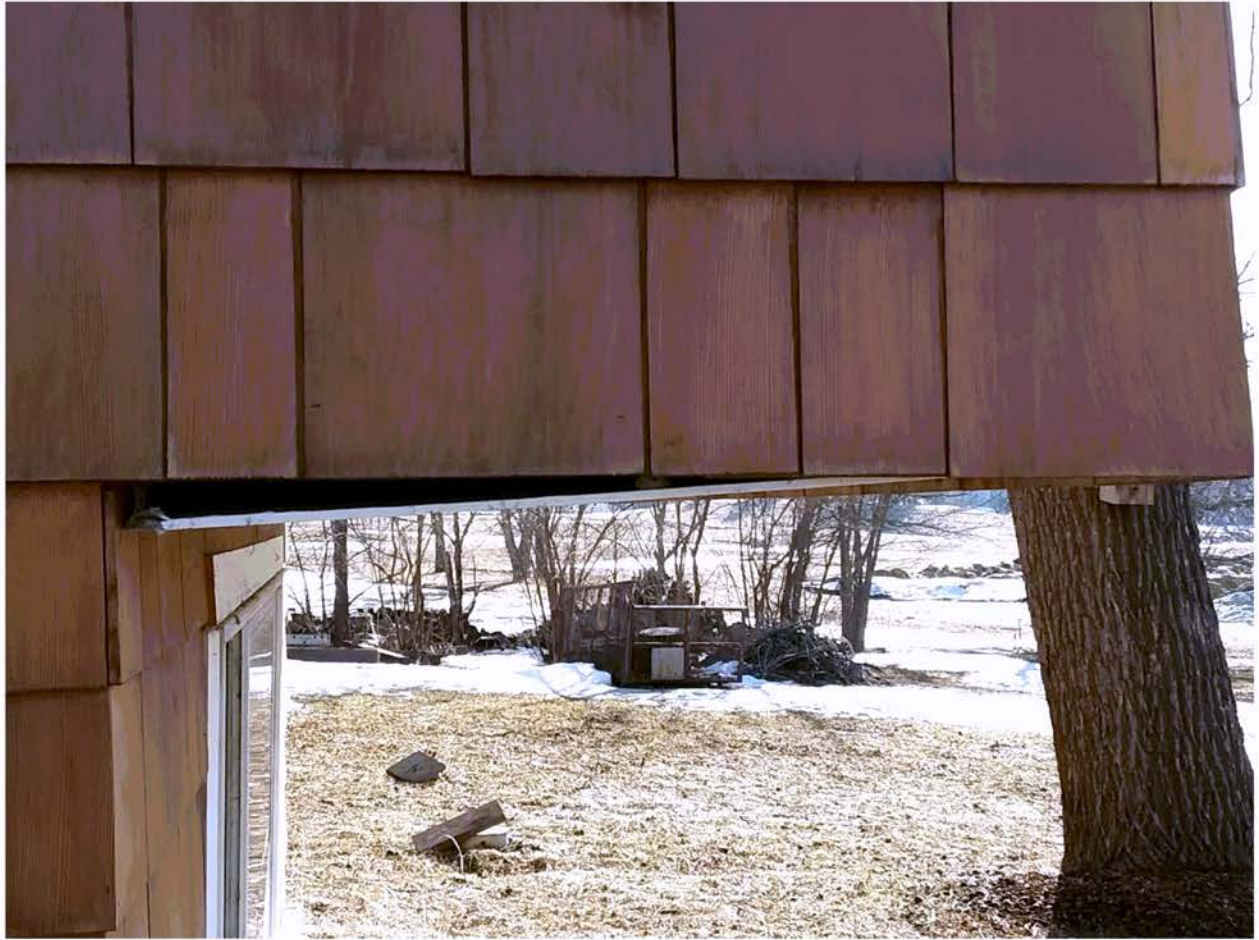
















































































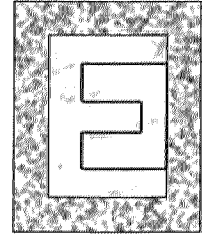




Oswell Engineering and Consulting, L.L.C.

Serving all aspects of Commercial and Residential Structural Engineering

1901 E Hennepin Avenue #201
Minneapolis, MN 55413
Phone: 612-720-4639
Fax: 612-886-2966
Email: Craig.Oswell@oswellec.com
www.OSWELLEC.com



March 28, 2019

**City of Shorewood
5755 Country Club Lane
Shorewood, MN 55331**

Attention: Joe Pazandak

**Subject: Construction Review – 5815 Club Lane, Shorewood, MN
Project# 2019-015**

To whom it may concern:

At the request of the City of Shorewood, Craig Oswell, PE of Oswell Engineering and Consulting, L.L.C. performed visited the above site on 3/21/19 to visually review the foundation and framing of an addition that has been under partial completion since approximately 2007. At the request of the building official, based on the permit issued in 2015, this review is to be performed in accordance with the 2007 Minnesota State Building Code and its amendments to the 2006 International Residential Code (IRC), which was the Code in affect at the time of the construction.

The residence was reportedly built in 1959 and was purchased by the current owner in 2002. The work of the addition in question was started around 2007. The original residence was a one-story with attic space, wood-framed, single-family home with a full basement constructed of concrete masonry block. The addition is similar construction but contains a second floor built over the original house and an attached garage on the rear. There is also a three season porch and a proposed deck. The work over the years was reportedly done in various stages with extensive periods of the structure being open to the environment for long periods of time.

OBSERVATIONS and COMMENTS:

The following primary issues were observed during the visual site visit:

1. The basement and garage slabs on grade are not yet in place. The soil in the basement felt and appeared damp and uncompacted.
2. The foundation walls of the addition's basement area are masonry block varying in thickness from 8" to 12" and in some cases changing thickness along the wall lengths. Several cracks and distresses were noted in the foundation walls.
3. The foundation walls are lookout style with cripple walls varying from 2' to 4' high. The overall basement height is approximately 8'. The footing sizes are unknown, as is the reinforcing of the walls. Walls of these kind require either special construction or engineering design, neither of which was reportedly done and is very difficult to verify at this time, as it would require extensive investigation into the rebar size, placement, and lapping, as well as material testing and investigation of the footings. This is complicated by the general inaccessibility of the foundation walls due to materials being stored in the basement area.
4. The main and second floor framing are primarily TJI joists. A majority of the joists, as well as the sub-floor sheathing, in the south portion and screen porch areas of the addition are water damaged, including swelling, sagging, and staining, which may include potential rot and mold. The joists sag noticeably without any load applied. This was also noticeable to a lesser extent at the east area over the garage. The floor framing also contains numerous large cantilevers and joist stiffeners which would require review for compliance with the manufacturer's guidelines and structural adequacy. The soffits of these cantilevers are exposed and appear to contain water damage as well.
5. A portion of the main floor adjacent the existing building is supported by a lower level frame wall on a strip footing. This footing appears to be a partial underpin of the existing placed directly on the ground. This condition would require further review but the area is currently inaccessible due to the storage of materials in the basement area.
6. Several LVL beams support the joist and roof truss framing, particularly around the stairwell areas. Many of these beams are also similarly water damaged, especially on the lower level. The beams in several areas are also of questionable size, number of lams, and installation and would need further review to determine if they are adequate. This is particularly true of the large ledger style LVL adjacent the existing building where the walls are reportedly supposed to be removed to form an open layout.

7. The wall and window framing in most of the addition is questionable at best. Items such as girder truss and column blocking, beam blocking, and header and sill framing appear non-standard. The wall studs in many locations were comprised of partial stacked pieces and “left overs”, many of which were particularly rough and/or color-stained. The framing materials, including the wall sheathing, in several areas are also water damaged and almost all noticeable fasteners are rusted and/or overdriven. Many headers were installed as horizontal PSL or timber columns rather than traditional beams. All of the headers would require in-depth field measurement and engineering analysis, including the king and bearing studs, to determine their adequacy.
8. At the original structure, the existing roof was cut back on the north side and the new frame walls of the upper level were built atop the lower original wall. The floor of the addition on the east side is also attached to the existing and the upper level framing is built directly above the original roof on the west side. This roof is reportedly going to be removed and a new floor framed in, however with the framing currently built directly atop the roof that seems difficult and unpractical. In addition, the modifications of the existing roof and the additional loading added to the existing footings by the new floor and roof framing would require extensive review of the existing to determine adequacy.
9. The roof trusses are manufactured and documents for them reportedly exist but were not provided. Several questionable conditions were noted, including improper hangers, missing hangers, rusted hangers and nails, single girder trusses, and unsupported purlin truss edges. The eaves of the trusses were also unblocked and unsheathed in most locations. The truss documents would need to be submitted for review and correlation with the field conditions. Without these documents, the adequacy of the roof framing would be extremely intensive to verify.
10. A portion of the roof on the south side was hand-framed with the overall ridge support and collar tie connections being questionable. An in-depth as-built verification and engineering review of the framing would be required to determine its adequacy.
11. The lateral brace wall layout does not meet the Code at that time or currently by inspection due to the width of the upper level, the small amount of wall length on the south side and the garage, and the height of the garage wall framing. Given the age of the original structure, it is unlikely that it would meet Code as well but it would have to be used as part of the lateral brace system due to its location. This means an extensive as-built and custom lateral brace wall engineering review would need to be performed, likely with extensive modifications to the framing being required. The cripple walls and masonry construction of the basement also make it difficult for lateral brace wall modifications to be designed and installed.

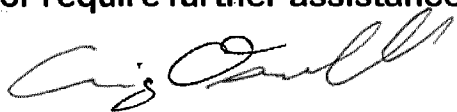
12. The deck post and screen porch footings were reportedly placed without review. In addition, the columns and beams do not align with the post footings. The front of the entrance porch is supported by a beam which bears directly on the stand alone porch of the original structure without attachment or known foundation/frost protection. All of these items would require extensive as-built verification and design review to determine their structural adequacy.

CONCLUSION:

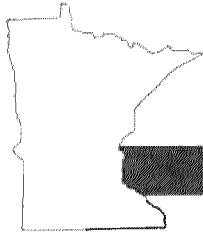
It is my professional engineering opinion that numerous questionable and distressed foundation and framing conditions exist at this residence and that it should be considered unsafe and not be occupied until a complete structural review with corrective measures can be performed. In order to determine the exact soundness and structural adequacy of the existing conditions a much more extensive and potentially expensive as-built review would be required, including full field measurement and condition documentation and an overall engineering analysis. This would also likely include destructive investigation and testing. However, in my professional engineering opinion, it is likely that even after such a review, a majority of the items, particularly the foundation walls, hand-framing areas, and the lateral brace wall requirements, would be found to be inadequate and require extensive modification and/or reframing. This also does not account for the significant amount of noted water damage and member distresses which would require the removal and replacement of what appears to be a large majority of the addition. Therefore, in my professional engineering opinion, it is likely more reasonable to demolish the existing structure and rebuild it from new using new sound materials, current Code requirements, and proper framing techniques.

No specific engineering analysis was performed as part of this review. The observations and opinions made in this report are based on my professional engineering experience and judgment, as well as the visual site visit. No testing or destructive investigation was performed or requested for this project. The review is limited to the specific structural items noted only. Water proofing, insulation, and all other non-structural requirements are outside the scope of this review.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the state of Minnesota. If you have any questions or require further assistance, please contact me.



Craig Oswell, PE (MN Registration #42341) 3-28-19



MNSPECT^{LLC}

HELPING YOU COMPLY WITH THE CODE

235 First Street West • Waconia, MN 55387-1302

Memo

To: City of Shorewood

From: Scott Qualle

Date: March 26, 2019

Re: 5815 Club Lane Hazardous Building Inspection Report

Tracy Reimann & I performed an inspection on the above property subject to an administrative search warrant obtained by the City of Shorewood. Craig Oswell, of Oswell Engineering and Consulting, LLC and Joe Pazandak were in attendance, along with the property owner/occupant, Joshua Riedel.

The scope of our inspection was to look at building code violations that exist within the addition. We did NOT go inside the previously existing home. As we walked around the structure, we identified 55 code violations that negatively impact the life, health, safety, or durability of the structure. Upon entry into the structure, we changed our approach to photographing rooms/areas, as the list had become overwhelming. We would be happy to specifically articulate these items, but that would will require many hours of analysis and documentation. It was our opinion that this memo should start the process and if additional information is required, we will supply it.

Our conclusion is that there are so many serious code violations, and that rectifying them would require disassembly of much of the addition, the building should be declared unsafe and demolished under the procedures in MN Rule 1300.0180 and MN Statute 463.15 – 26.



**BOLTON
& MENK**

Real People. Real Solutions.

City of Shorewood, Minnesota

5815 Club Lane

Structural Evaluation

Summary Report

0C1.127779



Submitted by:
Bolton & Menk, Inc.
12224 Nicollet Ave
Burnsville, MN 55337
P: (952) 890-0509

Certification

5815 Club Lane – Structural Evaluation

For

City of Shorewood, Minnesota

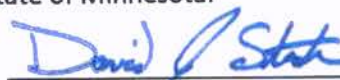
5815 Club Lane, Shorewood, MN 56362

OC1.127779

09-12-2022

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

By:



David J. Stark, P.E.

License No. 52632

Date: 09/12/2022

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Appendix

Appendix A: Photographs - Current Condition of Structure

Appendix B: Photographs - Areas of Concern

Appendix C: Oswell Engineering Report

Appendix D: MNSPECT Report

Appendix E: Safe Haven Structural Design Drawings/Sketches

I. BACKGROUND

Bolton and Menk, Inc. (BMI) was retained to complete an evaluation of the structure at 5815 Club Lane by the City of Shorewood. The evaluation was intended to determine if removal of the added structure will adversely affect the original structural integrity and document any changes to the structure since the previous evaluations by Oswell Engineering and MNSPECT in 2019.

An inspection of the existing building was performed on July 13th, 2022 by David Stark, PE of BMI and accompanied by City Attorney Jared Shepard. Access to the property was provided by the home owner.

Based on the information provided, it is understood that the structure was purchased in 2002, with renovations to the existing structure beginning in 2007. A permit was issued to the homeowners in 2015 to begin the construction of enclosing the additions to the property. This permit laid out limits of construction to the additions as well as having an expiration date of June 16, 2015 for the addition to be fully enclosed. The homeowners constructed an additional porch, not in the scope of the 2015 permit and an injury to one of the owners was reported in 2017 after the porch collapsed. City staff visited the property to examine the structure on February 6, 2018. City staff subsequently determined that further evaluation and inspection was required to assess if the home was code compliant. These evaluations and inspections were performed on March 21, 2019 by MNSPECT and Oswell Engineering. Both inspections determined that the existing structure was not code compliant. See Appendix C and Appendix D for the Oswell Engineering and MNSPECT reports respectively.

II. PURPOSE

The City of Shorewood retained BMI to evaluate the structure at 5815 Club Lane. The purpose of the evaluation was to determine if removal of the added structure will adversely affect the original structural integrity and document any changes made to the structure since the previous evaluation was performed in 2019. This structure has a history of construction activities without following proper permitting procedure, and the City wanted to verify that the construction has not progressed without being granted the applicable permits. There are also areas of concern noted for the structural integrity of the house.

III. SCOPE OF INSPECTION

The evaluation of the structure consisted of visual observations of the accessible structure of the addition space during a single site visit. Access to the original building space was not provided. No testing was conducted on structural members. A review of the limited drawings and documentation that were provided was conducted, as well as a review of previous evaluation reports from MNSPECT and Oswell Engineering.

IV. REVIEW OF EXISTING STRUCTURE

A thorough evaluation of the existing connection between the added structure and the original home was not visually accessible. Based on the framing direction of the second level floor joists that were visually accessible, the added structure is generally supported directly by the original structure. It appears that the floor joists rest on top of the original bearing wall and alterations were made in the original roof structure to allow for the connection of the added members. A simple visual inspection of the area did not provide enough access to assess the amount of alteration that had been done to the original structure to allow the direct connection of the added

structure. Visual inspection was impeded due to floor sheathing, walls, and roof sheathing that is installed around the connection points.

Based on the review of the design drawings/sketches completed by Safe Haven Structural Engineering dated May 21, 2019, signed by a professional engineer (provided in Appendix E), it does not appear to address the specific concerns identified in the previous Oswell Engineering report and does not address how to modify or repair the existing structure to support new loading from the added structure. Based on information provided by Safe Haven Structural Engineering, the design was limited to the following conditions:

- The structure in its final completed state (ie. braced walls, fully enclosed, etc.).
- The specific members identified in the drawings/sketches, which do not include the existing original structure.
- Based on existing construction materials being suitable for intended use or replaced with suitable construction materials.
- Does not consider water or moisture damage to construction materials.
- Does not consider any other construction that may need to be corrected that isn't noted in the design drawings/sketches.

The Safe Haven Structural Engineering design is incomplete and requires additional design verification based on comments provided by the City's Building Official, dated June 12, 2019.

Based on this 2022 inspection compared to the review of previous evaluation report completed by Oswell Engineering, see Appendix C, the condition of the existing structure does not appear to have been altered substantially since the 2019 evaluation. As such, the areas previously addressed to be of concern remain unchanged and are still of concern at this time. These items are summarized below.

- The lack of basement and garage slabs as well as uncompacted soils, see Appendix B Photograph 1 and 2.
- The cripple walls in the basement that require special engineering and/or construction, and there has been no record of either, see Appendix B Photograph 3.
- Potential moisture damage throughout the added structure. This damage can be traced back to the history of the structural members not being fully enclosed and exposed to the elements. The moisture damage can be seen in the form of swelling, sagging, and staining on individual wood members throughout the structure, see pictures in Appendix A and Appendix B Photographs 4, 11, and 12.
- There are many non-standard construction techniques that require further analysis to confirm structural integrity. Several examples include the cantilevers on the second-floor additions and the framing around various window and door openings, see Appendix B Photographs 5.
- The roof trusses were questioned in the Oswell Engineering Report. Calculations by Truswal Systems (dated 3/14/2013) were provided after the previous evaluation was conducted but various items still remain suspect and require additional review including rusted hangers and nails, possible improper use of hangers, and unblocked truss eaves for example. Additional evaluation and correlation with existing field conditions is recommended. See Appendix B Photographs 6 and 7.
- The second-floor addition structure has increased the loading onto the original roof and supporting structure that has not been removed. An analysis of the original structure is required to determine if modifications are required to determine if it is safe to occupy the space underneath, see Appendix B photograph 8.

- There are areas where attachment of structural members is not conforming to standard construction practices and requires repair to ensure structural stability, including proper attachment of bracket connection and properly sized attachment of posts to foundation elements, see Appendix B photographs 9, and 10.
- The addition's front porch is supported by a beam resting freely on the existing front porch's step without notable means of attachment or engineering documentation regarding the step being used in such a manner, see Appendix B photograph 14.

An additional area of concern, that was previously inaccessible according to the previous Oswell Engineering report, is the wood bearing wall in the basement. This 2x4 bearing wall was noted to have mid-height blocking, according to the Safe Haven design drawings/sketches, which was not observed during the 2019 site visit. See Appendix B Photograph 15.

V. RECOMMENDATIONS

Based on the observations made from the visual inspection and noted above, which confirmed the items identified in both the Oswell Engineering Report and the MNSPECT Report, the structure should still be considered unsafe and continue to be unoccupied until the added structure can be removed.

During demolition of the added structure, the existing original structure will need to be protected through the use of hand demolition techniques, disassembling the added structure piece by piece where it connects directly to the original structure. Because the full extent of modification to the original structure is unknown, to accommodate the added structure, it is recommended to operate under the assumption that the structural integrity of the original structure has been compromised and restorative action would need to be taken in order to ensure the original structure is once again structurally sound upon removal of the added structure. It is recommended to monitor the original structure during demolition and assess if shoring is required to be installed in order to ensure structural integrity of the original structure isn't compromised.

VI. DISCLAIMER AND QUALIFICATIONS

The opinions stated in this report are based on visual observations and no physical or material testing to determine existing material strength, moisture content, etc. was performed. No specific engineering calculations were performed as part of this structural review. No warranty is made, expressed or implied, that deficiencies, though not addressed in this report, may not exist.

Appendix A: Photographs – Current Condition of Structure



Photograph 1: Front (West) exterior of the house.



Photograph 2: North side exterior of the house.



Photograph 3: Southwest corner exterior of the house.



Photograph 4: South side exterior of the house.



Photograph 5: Exterior of front porch.



Photograph 6: South exterior of porch addition.



Photograph 7: Southeast corner exterior of structure.



Photograph 8: Interior of garage addition.



Photograph 9: Interior of garage addition.



Photograph 10: Interior of garage addition.



Photograph 11: West side exterior of garage addition.



Photograph 12: Interior of garage addition.



Photograph 13: Basement wall of structure.



Photograph 14: Basement ceiling of structure at existing structural foundation wall.



Photograph 15: Interior of basement addition.



Photograph 16: Interior of front porch addition.



Photograph 17: Interior of second floor porch addition.



Photograph 18: Interior of second floor addition.



Photograph 19: Roof framing of second floor addition.



Photograph 20: Exterior corner of second floor roof.



Photograph 21: Exterior of second floor addition.



Photograph 21: Interior of second floor addition with original structure visible.



Photograph 22: Interior floor of second level addition.



Photograph 23: Back exterior of porch.



Photograph 24: Interior roof framing in second floor addition.



Photograph 25: Interior wall framing of second floor addition.



Photograph 26: Interior window framing of second floor addition.



Photograph 27: Exterior wall framing above existing structure.



Photograph 28: Interior of second floor addition above original structure.



Photograph 29: Interior of second floor addition.



Photograph 30: Framing above existing roof structure.



Photograph 31: Interior of first floor addition.

Appendix B: Photographs - Areas of Concern



Photograph 1: Missing basement floor slab (2022).



Photograph 2: Missing garage slab (2022).



Photograph 3: Cripple lookout wall (2022).



Photograph 4: Water damage and TJI beams (2022).



Photograph 5: Exposed soffits along exterior addition showing moisture damage (2022).



Photograph 6: Roof trusses of second floor addition (2022).



Photograph 7: Roof truss connection (2022).



Photograph 8: Added loading and modifications to original structure (2022).



Photograph 9: Unaligned and unconnected post (2019).



Photograph 10: Unattached beams supporting second floor (2019).



Photograph 11: Water damage on flooring (2022).



Photograph 12: Water damage on wood beams (2022).



Photograph 13: Variation of foundation wall thickness (2019).



Photograph 14: Front porch addition beam bearing on existing porch step (2022).



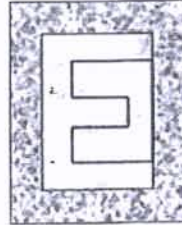
Photograph 15: Missing mid-height blocking on bearing wall (2022).

Appendix C: Oswell Engineering Report

Oswell Engineering and Consulting, LLC.

Serving all aspects of Commercial and Residential Structural Engineering

1901 E Hennepin Avenue #201
Minneapolis, MN 55413
Phone: 612-720-4639
Fax: 612-886-2966
Email: Craig.Oswell@oswellec.com
www.OSWELLEC.com



March 28, 2019

City of Shorewood
5755 Country Club Lane
Shorewood, MN 55331

Attention: Joe Pazandak

Subject: Construction Review – 5815 Club Lane, Shorewood, MN
Project# 2019-015

To whom it may concern:

At the request of the City of Shorewood, Craig Oswell, PE of Oswell Engineering and Consulting, L.L.C. performed visited the above site on 3/21/19 to visually review the foundation and framing of an addition that has been under partial completion since approximately 2007. At the request of the building official, based on the permit issued in 2015, this review is to be performed in accordance with the 2007 Minnesota State Building Code and its amendments to the 2006 International Residential Code (IRC), which was the Code in affect at the time of the construction.

The residence was reportedly built in 1959 and was purchased by the current owner in 2002. The work of the addition in question was started around 2007. The original residence was a one-story with attic space, wood-framed, single-family home with a full basement constructed of concrete masonry block. The addition is similar construction but contains a second floor built over the original house and an attached garage on the rear. There is also a three season porch and a proposed deck. The work over the years was reportedly done in various stages with extensive periods of the structure being open to the environment for long periods of time.

OBSERVATIONS and COMMENTS:

The following primary issues were observed during the visual site visit:

1. The basement and garage slabs on grade are not yet in place. The soil in the basement felt and appeared damp and uncompacted.
2. The foundation walls of the addition's basement area are masonry block varying in thickness from 8" to 12" and in some cases changing thickness along the wall lengths. Several cracks and distresses were noted in the foundation walls.
3. The foundation walls are lookout style with cripple walls varying from 2' to 4' high. The overall basement height is approximately 8'. The footing sizes are unknown, as is the reinforcing of the walls. Walls of these kind require either special construction or engineering design, neither of which was reportedly done and is very difficult to verify at this time, as it would require extensive investigation into the rebar size, placement, and lapping, as well as material testing and investigation of the footings. This is complicated by the general inaccessibility of the foundation walls due to materials being stored in the basement area.
4. The main and second floor framing are primarily TJI joists. A majority of the joists, as well as the sub-floor sheathing, in the south portion and screen porch areas of the addition are water damaged, including swelling, sagging, and staining, which may include potential rot and mold. The joists sag noticeably without any load applied. This was also noticeable to a lesser extent at the east area over the garage. The floor framing also contains numerous large cantilevers and joist stiffeners which would require review for compliance with the manufacturer's guidelines and structural adequacy. The soffits of these cantilevers are exposed and appear to contain water damage as well.
5. A portion of the main floor adjacent the existing building is supported by a lower level frame wall on a strip footing. This footing appears to be a partial underpin of the existing placed directly on the ground. This condition would require further review but the area is currently inaccessible due to the storage of materials in the basement area.
6. Several LVL beams support the joist and roof truss framing, particularly around the stairwell areas. Many of these beams are also similarly water damaged, especially on the lower level. The beams in several areas are also of questionable size, number of lams, and installation and would need further review to determine if they are adequate. This is particularly true of the large ledger style LVL adjacent the existing building where the walls are reportedly supposed to be removed to form an open layout.

7. The wall and window framing in most of the addition is questionable at best. Items such as girder truss and column blocking, beam blocking, and header and sill framing appear non-standard. The wall studs in many locations were comprised of partial stacked pieces and "left overs", many of which were particularly rough and/or color-stained. The framing materials, including the wall sheathing, in several areas are also water damaged and almost all noticeable fasteners are rusted and/or overdriven. Many headers were installed as horizontal PSL or timber columns rather than traditional beams. All of the headers would require in-depth field measurement and engineering analysis, including the king and bearing studs, to determine their adequacy.
8. At the original structure, the existing roof was cut back on the north side and the new frame walls of the upper level were built atop the lower original wall. The floor of the addition on the east side is also attached to the existing and the upper level framing is built directly above the original roof on the west side. This roof is reportedly going to be removed and a new floor framed in, however with the framing currently built directly atop the roof that seems difficult and unpractical. In addition, the modifications of the existing roof and the additional loading added to the existing footings by the new floor and roof framing would require extensive review of the existing to determine adequacy.
9. The roof trusses are manufactured and documents for them reportedly exist but were not provided. Several questionable conditions were noted, including improper hangers, missing hangers, rusted hangers and nails, single girder trusses, and unsupported purlin truss edges. The eaves of the trusses were also unblocked and unsheathed in most locations. The truss documents would need to be submitted for review and correlation with the field conditions. Without these documents, the adequacy of the roof framing would be extremely intensive to verify.
10. A portion of the roof on the south side was hand-framed with the overall ridge support and collar tie connections being questionable. An in-depth as-built verification and engineering review of the framing would be required to determine its adequacy.
11. The lateral brace wall layout does not meet the Code at that time or currently by inspection due to the width of the upper level, the small amount of wall length on the south side and the garage, and the height of the garage wall framing. Given the age of the original structure, it is unlikely that it would meet Code as well but it would have to be used as part of the lateral brace system due to its location. This means an extensive as-built and custom lateral brace wall engineering review would need to be performed, likely with extensive modifications to the framing being required. The cripple walls and masonry construction of the basement also make it difficult for lateral brace wall modifications to be designed and installed.

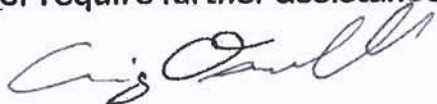
12. The deck post and screen porch footings were reportedly placed without review. In addition, the columns and beams do not align with the post footings. The front of the entrance porch is supported by a beam which bears directly on the stand alone porch of the original structure without attachment or known foundation/frost protection. All of these items would require extensive as-built verification and design review to determine their structural adequacy.

CONCLUSION:

It is my professional engineering opinion that numerous questionable and distressed foundation and framing conditions exist at this residence and that it should be considered unsafe and not be occupied until a complete structural review with corrective measures can be performed. In order to determine the exact soundness and structural adequacy of the existing conditions a much more extensive and potentially expensive as-built review would be required, including full field measurement and condition documentation and an overall engineering analysis. This would also likely include destructive investigation and testing. However, in my professional engineering opinion, it is likely that even after such a review, a majority of the items, particularly the foundation walls, hand-framing areas, and the lateral brace wall requirements, would be found to be inadequate and require extensive modification and/or reframing. This also does not account for the significant amount of noted water damage and member distresses which would require the removal and replacement of what appears to be a large majority of the addition. Therefore, in my professional engineering opinion, it is likely more reasonable to demolish the existing structure and rebuild it from new using new sound materials, current Code requirements, and proper framing techniques.

No specific engineering analysis was performed as part of this review. The observations and opinions made in this report are based on my professional engineering experience and judgment, as well as the visual site visit. No testing or destructive investigation was performed or requested for this project. The review is limited to the specific structural items noted only. Water proofing, insulation, and all other non-structural requirements are outside the scope of this review.

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the state of Minnesota. If you have any questions or require further assistance, please contact me.



Craig Oswell, PE (MN Registration #42341) 3-28-17

Appendix D: MNSPECT Report

**MNSPECT** LLC

HELPING YOU COMPLY WITH THE CODE

235 First Street West • Waconia, MN 55387-1302

Memo

To: City of Shorewood**From:** Scott Qualle**Date:** March 26, 2019**Re:** 5815 Club Lane Hazardous Building Inspection Report

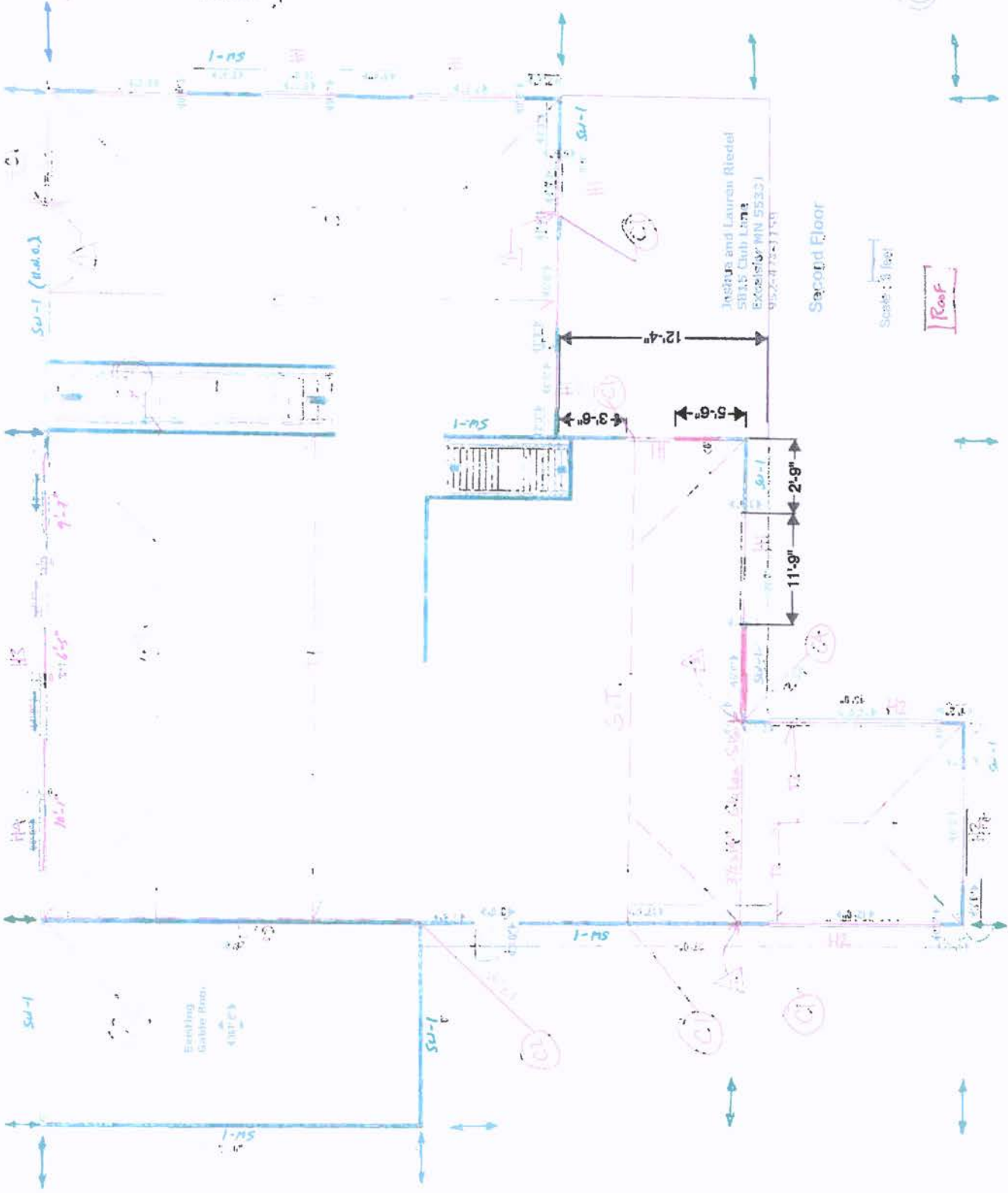
Tracy Reimann & I performed an inspection on the above property subject to an administrative search warrant obtained by the City of Shorewood. Craig Oswell, of Oswell Engineering and Consulting, LLC and Joe Pazandak were in attendance, along with the property owner/occupant, Joshua Riedel.

The scope of our inspection was to look at building code violations that exist within the addition. We did NOT go inside the previously existing home. As we walked around the structure, we identified 55 code violations that negatively impact the life, health, safety, or durability of the structure. Upon entry into the structure, we changed our approach to photographing rooms/areas, as the list had become overwhelming. We would be happy to specifically articulate these items, but that would will require many hours of analysis and documentation. It was our opinion that this memo should start the process and if additional information is required, we will supply it.

Our conclusion is that there are so many serious code violations, and that rectifying them would require disassembly of much of the addition, the building should be declared unsafe and demolished under the procedures in MN Rule 1300.0180 and MN Statute 463.15 – 26.

Appendix E: Safe Haven Structural Design Drawings/Sketches

SHARBY
SAFE HAVEN SE
612-284-7033

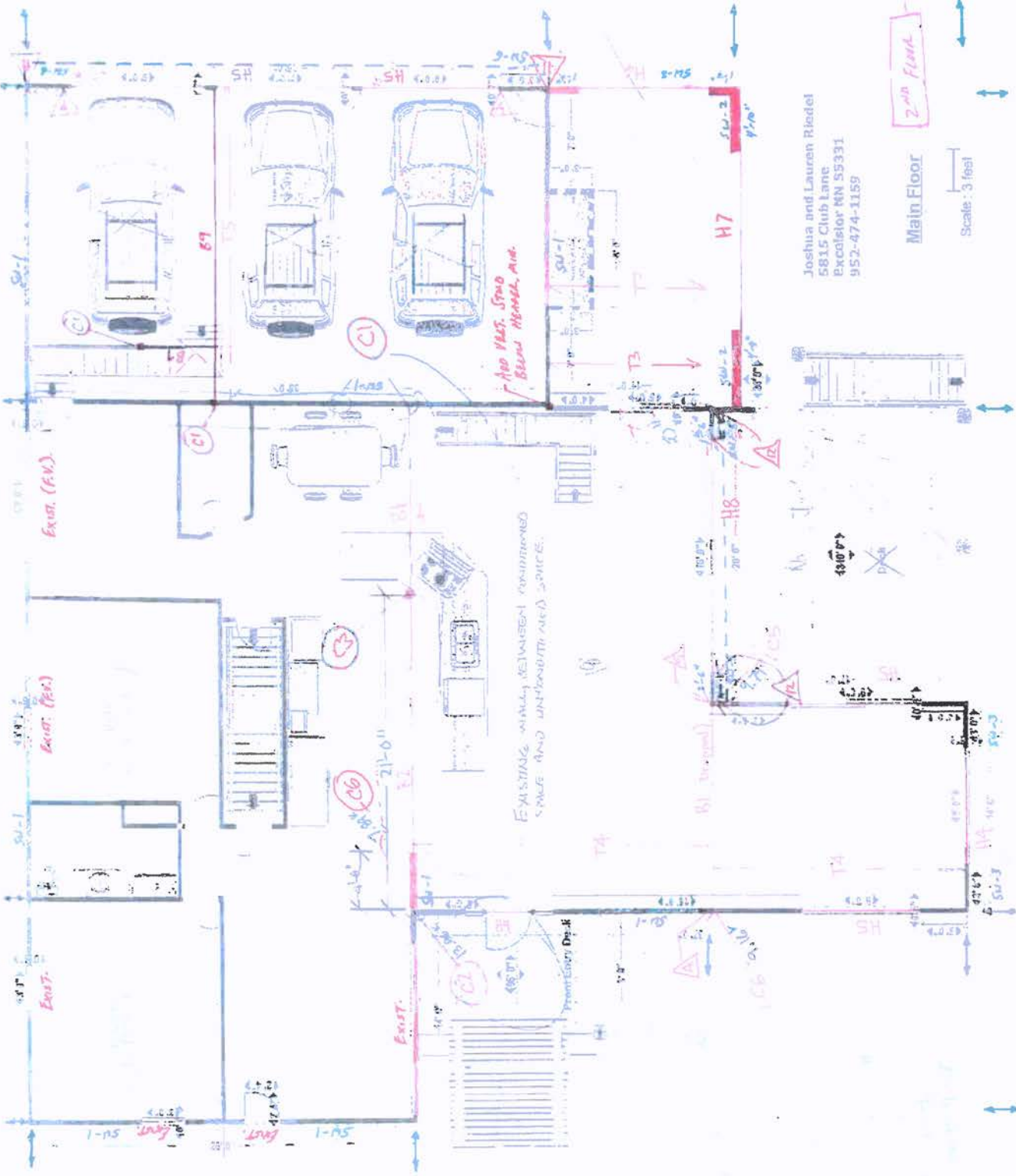


Second Floor

Scale: 3/8" = 1'-0"

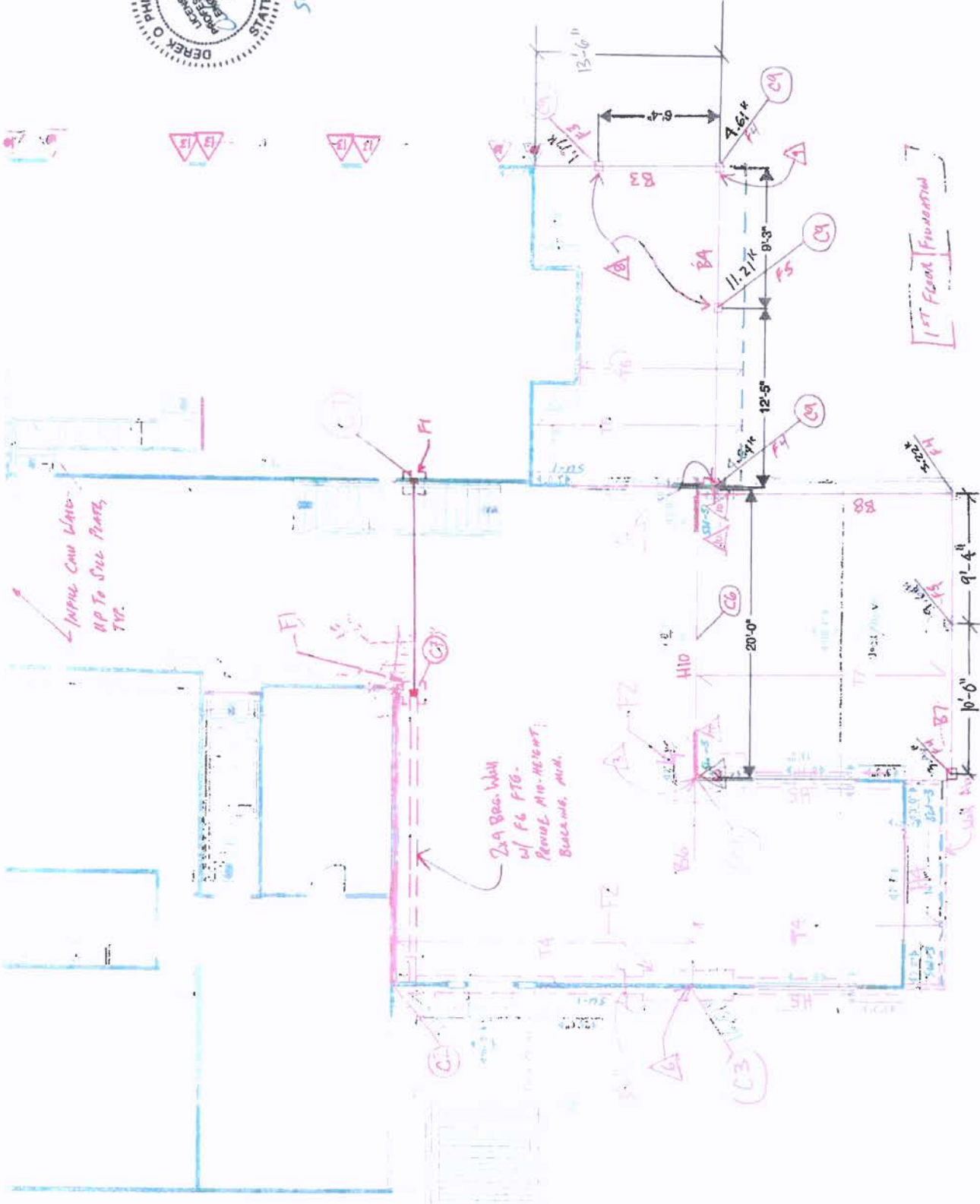
Roof

6087



Joshua and Lauren Riedel
 5815 Club Lane
 Excelsior MN 55331
 952-474-1159

Main Floor
 2nd Floor
 Scale: 3/8" = 1'-0"



Sheet Notes

- △ Provide 2 1/2" x 3" wide (min) solid blocking w/w double top plate & jack studs
- △ Attach Simpson HTTA Holdown (or Equal) to King Stud attached to column & double top plate
- △ Use MSTC 2B Strap to attach beam to double top plate.
- △ Use MSTC 2B Strap by Simpson to attach columns b/w floors to each other
- △ Use MSTC 2B Strap by Simpson (or Equal) to attach beam to double top plate.
- △ Attach Simpson HTTA Holdown (or Equal) to Post & Top of CMU Wall
- △ Provide ACE6 Post Cap to attach Post to Beam
- △ Provide AC6 Post Cap to attach Post to Beam
- △ Use LDEA @ Corner to attach beams to Post.
- △ Use HDU4-SDS25 Holdown by Simpson (or Equal)
- △ Use HDU4-SDS25 Anchor by Simpson (or Equal) for floor to floor connector.
- △ Use MSTC 4D Strap by Simpson for floor to floor connector (or Equal)
- △ Use MSTC 60 STRAP by Simpson (or Equal)



Notes

Column Schedule

- (C1) 2-2x6 Post
- (C2) 5/4 x 7" 1.9E PSL (Verify in field)
- (C3) 6/4 x 5/4" 1.9E PSL (Verify in field)
- (C4) 2-2x4 Post
- (C5) 4-2x6 Post
- (C6) 3-2x6 Post
- (C7) 3/2 x 5/4 1.9E PSL
- (C8) 3/2 x 7 1.9E PSL
- (C9) 6x6 Treated Post

Footing Schedule

- F1 - 2'-6" x 2'-6" x 1'-0" Conc. Ftg. w/ (3) #5 bars E.W.
- F2 - 3'-0" x 4'-0" x 10" thick Conc. Ftg. w/ (3) #5 long bars
- F3 - 12" dia Floor belted out to 18" w/ (4) #4 Vert bars
- F4 - 12" dia Floor belted out to 24" w/ (4) #5 Vert bars
- F5 - 3'-0" x 3'-0" x 1'-0" thick Conc. Ftg. w/ (3) #5 bars E.W.
- F6 - 1'-6" x 8" Conc. STEP FOOTING w/ (2) #5's CONC.

Wall Schedule

- SW-1 7/16" APA Rated Sheathing w/ 8d nails @ 6" 12" o.c.
- SW-2 7/16" APA Rated Sheathing w/ 8d nails @ 6" 12" o.c. & 1/2" gyp sheathing w/ No. 6 Screws @ 4" 12" o.c.
- SW-3 7/16" APA Rated Sheathing w/ 8d nails @ 6" 12" o.c. & 1/2" gyp sheathing w/ No. 6 Screws @ 8" 12" o.c.
- SW-4 7/16" APA Rated Sheathing w/ 8d nails @ 6" 12" o.c. & 1/2" gyp sheathing w/ No. 6 Screws @ 6" 12" o.c.
- SW-5 7/16" APA Rated Sheathing w/ 8d nails @ 3" 6" o.c.
- SW-6 Portal Frame, See Detail

Header Schedule

- H1 2-2x10's 2 Jacks/1 King Stud
- H2 2-1 3/4" x 9/4" 1.9E LVL's 20/2K
- H3 5/4" x 7" 1.9E PSL 20/1K
- H4 5/4" x 7" 1.9E PSL 20/2K
- H5 2-1 3/4" x 11 7/8" 1.9E LVL's 20/2K
- H6 2-2x10's 20/2K
- H7 2-1 3/4" x 9 1/2" 1.9E LVL's 20/2K
- H8 2-1 3/4" x 18" 1.9E LVL's 20/3K
- H9 2-1 3/4" x 9/4" 1.9E LVL's 20/1K
- H10 2-1 3/4" x 14" 1.9E LVL's 20/3K
- * Portal Frame

Beam Schedule

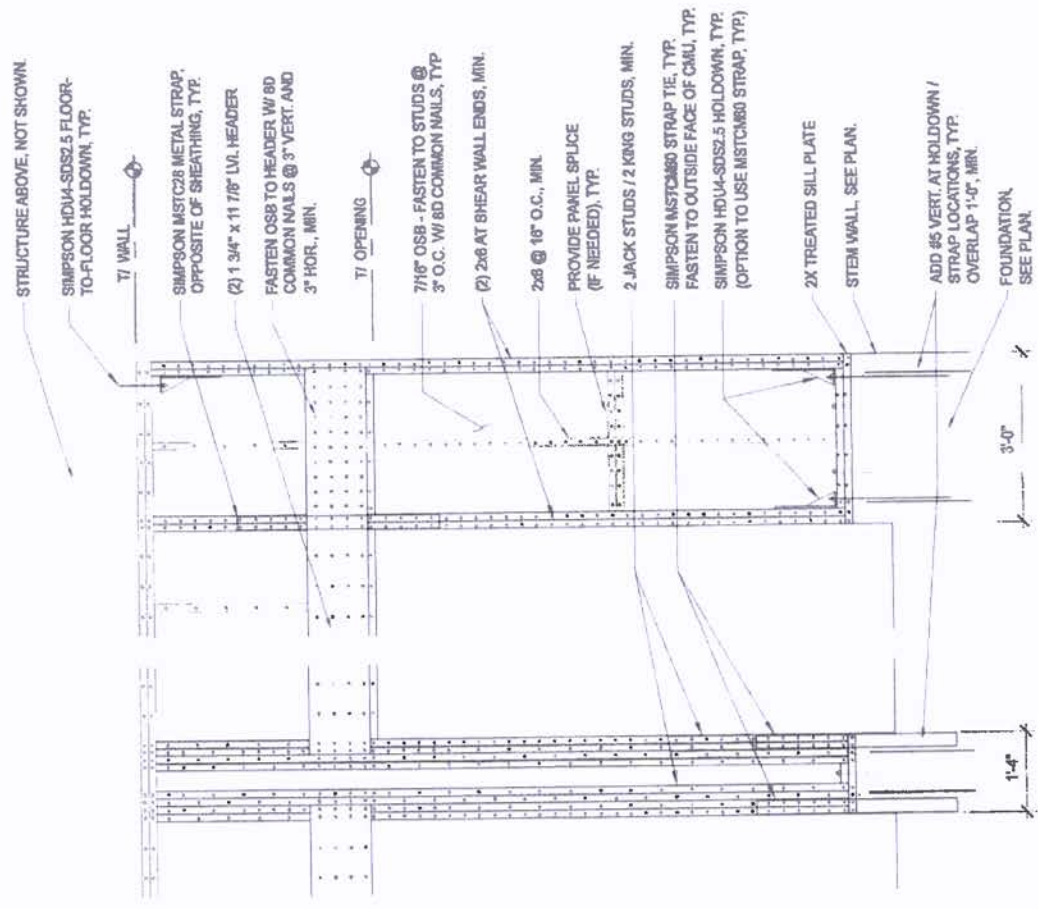
- B1 - (2) 1 3/4" x 11 7/8" 1.9E LVL's
- B2 - (3) 1 3/4" x 14" 1.9E LVL's
- B3 - (2) 2x10 Treated Beam
- B4 - (4) 2x14 Treated Beam
- B5 - (2) 1 3/4" x 9 1/2" 1.9E LVL's
- B6 - (3) 1 3/4" x 11 7/8" 1.9E LVL's
- B7 - (4) 2x12 Treated Beam
- B8 - (2) 2x12 Treated Beam
- B9 - (2) 1 3/4" x 14" 1.9E LVL's

Truss/Floor Framing

- T1 - Roof Trusses @ 24" o.c.
- T2 - 2x6 Roof Rafters @ 16" o.c.
- T3 - 2x10 Roof Joists @ 16" o.c.
- T4 - 14" TJI's @ 16" o.c.
- T5 - 14" TJI's @ 12" o.c.
- T6 - Treated 2x10 Floor Joists @ 16" o.c.
- T7 - 2 x 12 Treated Joists @ 12" o.c.

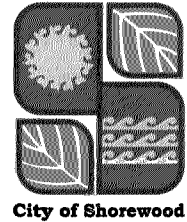


5/24/18/2018



1 DETAIL - GARAGE PORTAL FRAME
NONE

DETAIL



June 14, 2023

Mr. Joshua Riedel
Mr. Jeremy Riedel
5815 Club Lane
Shorewood, MN 55331

***Delivered via
Process Service***

Final Notice to Correct Code Violation / Hazardous Structure – 5815 Club Lane

Dear Messrs. Riedel and Riedel,

The current structure at your property has been of considerable concern to the City of Shorewood for several years. The remodeling and addition to the original structure is extensive, lacks property permitting, and fails to meet building code requirements. The building poses a threat to the health, safety and welfare of the community, and you have been previously notified / to correct the current conditions by either removing the structure or by bringing the structure into full compliance with the State Building Code as well as local ordinances.

If you wish to bring the structure into compliance, you must provide the following information regarding your property at 5815 Club Lane in Shorewood, MN to the Building Official,; by July 21, 2023:

1. Provide **Engineering & Structural Testing** prepared by a structural engineer licensed in the State of Minnesota to address all the structural problems that were identified in the March 28, 2019, Oswell Structural Engineering Report and the September 12, 2022, Bolton and Menk Structural Engineers Report.
2. Provide stamped **Engineered Drawings** prepared by a structural engineer licensed in the State of Minnesota for brace wall, up lift, and wind perpendicular design for current built structures as identified in the Oswell & Bolton & Mink Engineering Reports supporting the alternative construction methods.
3. Provide a **Current Survey** showing all structures, driveways, patios, steps, and sidewalks, with all impervious surface calculations. Provide foundation elevation, lowest floor elevations, drainage elevation changes, and any swales and berms with drainage arrows indicating appropriate drainage.
4. Provide a **Scope of Work** for the construction of the project with a schedule timeline outlining when the job will be started and completed.
5. Provide fair market **Construction Cost** for additions and remodeling project; must include labor and new material cost in the total construction cost.

Additionally, please complete the City's Residential Building Permit Application and submit the required information, which is attached to this letter for your reference. All permit applications are online on the City of Shorewood website at www.ci.shorewood.mn.us under the *Apply for Permit* tab.

The above process is your last opportunity to remedy the violations. After submission of all the requested materials, you must receive a building permit from the City within 60 days. Finally, if you receive a building permit, you must complete the project within 180 days of issuance.

In the alternative, should you choose to remove the structure, please provide a detailed plan, schedule, and quotes for the following:

1. Disconnect all public and private utilities and services.
2. Complete hazardous material mitigation
3. Remove the structure
4. Inspect, fill, grade, and restore the site
5. Erosion control and tree preservation plans

If the City is not in receipt of the above information by the end of business on July 21, 2023, the City will commence a hazardous building action to have the structure removed. If any of the above deadlines are not met, the City will commence a hazardous building action.

Please contact the Building Official, Wade Woodward, 952-960-7907 or building@ci.shorewood.mn.us with any questions you may have.

Sincerely,



Marc Nevinski
City Administrator

Enclosures:

Residential Building Application Checklist
Survey Requirements List
Demolition Checklist

Copy:

Wade Woodward, Building Official
Marie Darling, Planning Director
Jared Shepherd, City Attorney

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



Information required for a new residential one- and two-family construction building permit: See section 10 for detailed information.

1. Signed and completed Building Permit application form.
2. One copy of detailed plans drawn to scale, including the following:
 - A. A foundation plan
 - B. Floor plan(s)
 - C. Cross section(s)
 - D. Elevation plan(s)

These plans are to reflect design and materials which meet or exceed the standards of the current Minnesota State Building Code. Plans which are code deficient require more review time, may be returned for corrections, and delay the issuance of permits. Note: When plans or details are prepared by an Engineer registered under the laws of the State of Minnesota, they are required to be stamped and signed, or sealed on each applicable page per Minnesota Rules 1800.4200. Concrete or masonry foundation walls exceeding 10 feet in height, are required to be designed by a Structural Engineer registered by the State of Minnesota.

1. A completed Combustion and Make-Air Submittal forms and ACCA Manual J.
2. An accurate Certificate of Survey prepared by a Minnesota Registered Land Surveyor, meeting all requirements set forth in the City's survey requirements, available on the City webpage or by request.
3. One copy of a completed energy code compliance certificate. Cross section drawings shall include proposed insulation for foundations, rim joist areas exterior walls, and attic spaces, location and materials proposed for interior air barrier, vapor retarder, exterior wind -wash barrier, roof truss heel height where applicable, and the radon mitigation pipe location.
4. Tree Preservation Plan and Tree Inventory (for New Construction only). Refer to the Shorewood Tree Preservation and Replacement Plan.
5. Stormwater Management Plan for any application increasing impervious surface by 1000 square feet must include:
 - A. Hardcover calculation current and proposed.
 - B. Drainage calculations and modeling
 - C. Drainage Map

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



6. Construction Management Plan showing all material storage and all construction parking onsite. No construction related parking is allowed on a city street at any time. A *Stop Work Order* will be posted for violations.
7. List of all subcontractors contact information is required.
8. Information required on building plans for single and two-family dwellings (Additional information may be required by the Building Official).

A. Foundation Plan

- i. Exterior wall dimensions
- ii. Interior wall dimensions
- iii. Overall building dimensions
- iv. Decks and porches (location & size including size and spacing of footings, floor joists, beams, wall bracing)
- v. Exterior footing and foundation size
- vi. Window and door sizes
- vii. Location of required egress window or exit door (include window well size and materials)
- viii. Cantilevers (location, size and spacing of framing)
- ix. Brick ledge locations
- x. Interior wall construction (location, size, and spacing of framing)
- xi. Headers/beams (location, size and type)
- xii. Pad footings (location and size)
- xiii. Interior stairways (location, size, and direction of travel)
- xiv. Braced wall lines and braced wall panels. All exterior walls shall be braced in accordance with R602.10. In addition, interior braced wall lines shall be provided in accordance with R602.10.1.1. Wall bracing methods shall be clearly identified and labeled on the plan. Note that *Engineered Brace Wall Designs* may be required by the Building Official.
- xv. Location of furnace, water heater, sump pump, floor drains, plumbing stack, smoke detector, bathroom fixtures, exhaust fans, and the radon mitigation pipe.
- xvi. Room titles
- xvii. Unexcavated areas
- xviii. Crawl space (access, size, and location: type and thickness of insulation)
- xix. Floor Joist (size and spacing)
- xx. Treated plate material.

B. Floor plan

- i. Exterior wall dimensions
- ii. Interior wall dimensions
- iii. Overall building dimensions

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



- iv. Deck and porches (including direction, size, and spacing of rafters, header sizes, wall bracing methods, and location of stairways)
- v. Window and door sizes
- vi. Cantilevers (location, size, and method of construction)
- vii. Fireplace (location, type, hearth dimensions and required clearances to combustibles for masonry fireplaces)
- viii. Brick ledge location
- ix. Attic Access (size and locations)
- x. Floor joists (size, spacing and direction)
- xi. Rafters/trusses (size, spacing, and direction); include location of all girder trusses.
- xii. Braced wall lines and braced wall panels. All exterior walls shall be braced in accordance with R602.10. In addition, interior braced wall lines shall be provided in accordance with Section R602.10.1.1.
- xiii. Location of bathroom fixtures, exhaust fans, kitchen cabinets, smoke detectors, furnace flue and plumbing stack, and radon mitigation pipe.
- xiv. Room titles
- xv. Headers/beams (location, size, and type)
- xvi. Interior stairways (location, size, and direction of travel)
- xvii. Guardrails (height and spacing of intermediate rails)
- xviii. Garage fire wall (type of construction, including type of door into dwelling)

C. Cross Section Drawings

- i. Footing size (exterior and interior load bearing)
- ii. Drain tile location
- iii. Detail showing the braced wall panel connections (above and below the indicated panels). Details should show connections for exterior and interior panels.
- iv. Foundation (size of block, or width and reinforcement of poured concrete walls, or stud wall assembly)
- v. Anchor bolts (size and spacing)
- vi. Sill material (size and type)
- vii. Foundation insulation (thickness and "R" value)
- viii. Basement floor thickness and type of vapor retarder beneath slab
- ix. Stairway (rise/run, handrail height, headroom clearance)
- x. Subfloor/underlayment (type and thickness)
- xi. Exterior wall construction (type and thickness of siding, exterior building paper, sheathing, studs, insulation, vapor barrier and wall bracing)
- xii. Interior finish material (type and thickness)
- xiii. Interior bearing wall location.
- xiv. Ceiling height

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



- xv. Roof construction (type and thickness of roof sheathing, roof covering, soffit/fascia, insulation, vapor barrier)
- xvi. Roof/ceiling framing (size, type and spacing)
- xvii. Soffit and tunnel ventilation

D. Building Elevation Drawings

- i. Roof pitch
- ii. Roof ventilation (location and quantity)
- iii. Roof overhang dimension
- iv. Siding material (including water resistive barrier material)
- v. Location of all windows and doors
- vi. Location of all decks/porches
- vii. Location and height of chimney(s)
- viii. Location of address number (4-inch minimum height required)
- ix. Specification of caulking and flashing at all exterior openings (including kick out flashing locations)
- x. Accurate view of each elevation with respect to grades as indicated on the Certificate of Survey
- xi. The stamped "Approved" building plans and Inspection Record Card shall be made available to the inspectors during their inspection. The Inspection Record Card shall be posted on the construction site until the Final Inspection is made.
- xii. A as-built Survey is required prior to the issuance of a Certificate of Occupancy

Survey Requirements for Permit Applications



Each permit application for a new building or addition shall be accompanied by survey of the property and information on the location and the dimension of existing and proposed buildings, locations of easements crossing the property, encroachments, and any other information which shall be necessary to ensure conformance with the City ordinances and include the following:

- 1) All existing buildings with dimensions of each and the distance measured from the lot lines and from any wetlands or wetland buffers (when applicable) to the nearest point of each building.
- 2) All proposed buildings with dimensions of each and distance measured from the lot lines and from any wetlands or wetland buffers (when applicable) to the nearest point of each building.
- 3) Elevations to sea level datum of the center line of the nearest street at points where the sideline of proposed buildings extended to intersect said street.
- 4) Proposed elevations to sea level datum of the top of foundation, garage floor, lowest floor, and lowest opening.
- 5) The approved lowest floor minimum elevation shall be no less than two feet above the established 100-year flood plain elevation as determined by the City Storm Water Drainage Plan and/or the Federal Flood Insurance Map, subject to approval by the City Engineer. The lowest opening shall be no less than one and one-half feet above the highest point of any adjacent emergency flow.
- 6) Existing and proposed elevations to sea level datum of grade at each property corner and within five feet of foundation on all sides of proposed buildings.
- 7) Proposed slope or grade of ground for not less than 25 feet in front of and behind foundation and topographical information at two-foot contours depicting (existing and proposed) elevation within 15 feet of all sides of the building foundation or to the property line, whichever is greater. Water runoff shall be properly channeled by use of swale or other approved means to storm drains, pond areas or other public facilities subject to the review and approval of the City Engineer.
- 8) Elevation to sea level of sanitary sewer main, if existing, at point of connection.
- 9) All existing utilities, easements, drainageways, waterways, ponds, and wetlands on or within the property, including the location and elevation of all emergency overflows.
- 10) For single- and two-family dwellings, the location of an attached or detached garage, containing at least two parking stalls, could be built in addition to the dwelling within ordinance setback standards.

Survey Requirements for Permit Applications

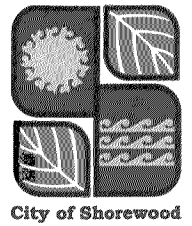


- 11) Certification that the building, proposed site grading, and erosion control measures are in accordance with the City-wide storm water drainage plans and/or grading plans approved by the City Engineer for the specific development or subdivision.
- 12) Certification that permanent iron monuments are in place at each lot corner.
- 13) Indication that permanent iron monuments are placed on each side of the lot a distance from the front lot line equivalent to the proposed front building setback line. In the event the distance from the sideline to the proposed building is greater than 30 feet, stakes shall be placed on the front building line a distance not to exceed 30 feet from the proposed building.
- 14) Location of existing buildings on adjacent properties, within 25 feet of the lot lines, to include top of foundation elevation and distance to front and side lot lines.
- 15) Location of all current buildings and proposed additions, driveways, decks, porches, patios, stairways, sidewalks, cantilevers, fireplaces, sheds, bay and bow windows with current and proposed hardcover calculations.
- 16) Location and elevation of all sanitary and storm sewer manholes, hydrants and catch basins.
- 17) The location of all proposed driveways, curb cuts, and retaining walls, including proposed driveway slope and height of retaining wall.
- 18) Indication, with arrows, the direction of proposed surface drainage in accordance with the City-wide storm water drainage plans and/or grading plans approved by the City Engineer for the specific development or subdivision.
- 19) For properties which abut lakes and/or ponds, indicated by contour line, the ordinary high-water level (OHWL) elevation and distance to the nearest point of the proposed building.
- 20) Proof proposed building is located on parcel of land abutting on a street or highway which said street or highway has been approved by the city, and otherwise meets the requirements of Minnesota Statutes, Section 462.358, as amended.
- 21) Location of erosion control devices, including any permanent or temporary erosion control measures shown on an approved grading plan.
- 22) If the lot is subject to the City's wetland buffer regulations, indicate the location of the designated wetland buffer area as shown on the approved grading plan together with the location of permanently installed wetland buffer monument signage.
- 23) Location of all required and existing rain gardens.

Survey Requirements for Permit Applications



- 24) For properties located within a shoreland management overlay district, provide total percentage of impervious surface area coverage on the survey and the requirements of 1201.03 subd.2.u. of the City's Zoning Regulations.
- 25) If the lot is subject (New House) to the City's tree preservation regulations, indicate the construction zone and areas of tree removal and tree preservation.
- 26) For single- and two-family dwellings on a survey or a separate landscape plan, indicate the location, size, and species of the required tree replacement shall be based on Chapter 1103 of the City's Tree Preservation Plan.



Checklist for Demolition Permit

(**MUST** be included when applying for permit)

Project Name: _____ Date: _____

Address: _____ Municipality: _____

Owner's Name: _____ Telephone Number: _____

Contractor's Name: _____ Telephone Number: _____

Detailed explanation of work to be performed:

Yes No

Will the demolition work disturb greater than one acre of land? Disturbed land includes: land used for stockpiling; land surrounding the structure that is to be demolished that will be altered during the final excavating work; the land where the removed structure was located; construction site entrance.

IF YES: Separate Stormwater Pollution Prevention Plan (MPCA) and local MS4 requirements may apply.

IF NO: Sediment and erosion control practices must be maintained and local MS4 requirements may apply.

Submit the following documentation:

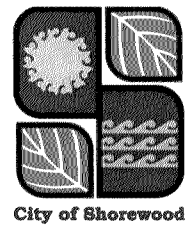
Yes No N/A

1. A set of site plans verifying the location and size of structure(s) being demolished.

2. A set of plans showing the area of interior/exterior demo work.

3. A written description of building or structure demolition method.

4. A written verification and/or site plan identifying the type of pedestrian protection being provided, including description of type, location, and height of fencing to be used.



Yes No N/A

- 5. A performance bond, letter of credit, escrow, or securities if required in accordance with City Code Section 900 *Right of Way*.

- 6. A *Demolition/Renovation Notification* submitted to the Minnesota Pollution Control Agency. (Under Section 40 of the Code of Federal Regulations Part 61(M), if the structure is regulated, you must submit a Notice of Intent to Perform a Demolition. Single family dwellings are generally exempt.)

- 7. All utilities (including communications, electric, gas, sewer and water) properly terminated.

- 8. All wells properly abandoned in accordance with State Health Department regulations.

- 9. Septic tanks pumped and removed.

- 10. Removal of any underground storage tanks.

- 11. All hazardous materials removed and disposed of in accordance with Minnesota Pollution Control Agency requirements. See the MPCA documents *Pre-Renovation/Demolition Environmental Checklist* and *Pre-Renovation or Demolition Requirements* (attached) for more information.

5815 Club Lane

Scope of work

Complete recommended outlined structural engineer list from Safe Haven and Prieve Engineering.

Finish Siding on the South, East, and North sides of the home.

Install 3 garage doors.

Pour Slabs in the garage and basement.

Insulate 3rd level ceiling R 48 batten

Insulate 3rd level walls R30

Put an insulated door at the top of the stairs to close off for attic space.

Rough in plumbing for 3rd level.

Heat and AC wall mount unit for 2nd level

Finish the electrical basement and second level.

Insulate 2nd level R30

Sheetrock, tape, and mud and sand paint 2 level.

Flooring and trim 2nd level.

Note: The 3rd level will be closed off for attic space. The basement and garage will be unfinished.

Duration of completion. 180 days from the issue of the building permit.

Cost of material breakdown. Labor performed by the homeowner.

The siding homeowner already has. Purchase more cedar shakes \$3000.00

Garage doors the homeowner already has. Garage door openers \$785.00

Concrete for garage and basement. \$10,680

Insulation R38 homeowner has buy additional bags, \$ 2,140

Insulation 3rd floor and basement 2nd floor has insulation R 30 \$1802

Insulated door \$ 256.00

Pecks plumbing and PVC \$987.00

Split Heat and AC unit for second floor 1,499.00

Electrical for the second floor and basement Wire Cans switches. \$1300.00

The homeowner has sheetrock for the second level. Purchase mud tape and paint \$1370.00

Carpet Flooring and trim for 2nd level. \$ 3756.00

Additional framing materials to complete the punch list. \$2460.00

Dumpster \$580

Misc., Calking, nails, plastic extra \$ 680.00

Total material investment. \$ 31,295.00

PRIEVE ENGINEERING LLC
FORENSIC STRUCTURAL CIVIL

EVALUATION OF CONDITION OF WOOD FRAME ADDITION AS RELATES TO MOISTURE IN
BUILDING MATERIALS AND GENERAL STRUCTURAL CONDITIONS

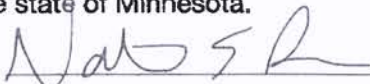
FILE NUMBER 230713

5815 CLUB LANE
SHOREWOOD, MN 55331

SITE VISIT DATE: JULY 20, 2023

REPORT DATE: JULY 20, 2023

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

Signature: 

Typed or Printed Name: Nathan E Prieve

Date: 7-20-23 License Number: 46203

BACKGROUND:

Per the request of Joshua Riedel, our office visited the subject property on July 20, 2023. The subject structure includes portions of an original 1-1/2 story wood frame home with a 2 story, walkout style, wood frame addition over and around the original structure. The exterior of the addition is finished in wood panel siding with areas of exposed building paper. The roof membrane is finished in fiberglass composition shingles. We understand the original structure to have been constructed in 1959. We understand the addition to have started in 2007 with the roof completed in 2012. Our office was retained to evaluate the conditions in the addition as relates to potential moisture in building elements in addition to a general review of framing conditions around the addition with recommendations for repairs/reinforcement as appropriate.

This project scope is limited to the specific claim and/or incident at the subject structure. This report has been prepared to assist with evaluation of current conditions at the site in the area of the addition. This evaluation and report have been prepared within customary and usual standards and budgetary constraints based on information provided to our office. Prieve Engineering LLC is not the Engineer of Record for the subject structure. All other aspects of the subject structure and property are excluded from this evaluation and report.

This report is to be utilized only by the contracted party and is the copyright of Prieve Engineering LLC. This report is only applicable to the subject property and is not to be duplicated or used for any other properties or by any other parties.

ACTIVITIES & BASIS:

This evaluation included, but was not limited to, review of the following documents and performance of the following activities.

- Building Plans (7 sheets),
- 2007 Minnesota Residential Code,
- 2020 Minnesota Residential Code,
- Site visit July 20, 2023.

SITE VISIT JULY 20, 2023 OBSERVATIONS:

The site was visited on July 20, 2023. Present front his office was Nathan Prieve P.E. Present at the site was the owner, Joshua Riedel. Weather conditions at the time of the site visit were partly cloudy skies with outside temperatures approximately 70 degrees Fahrenheit. For purposes of clarity in the report, the front of the home will be referred to as the west side.

EXTERIOR:**Front/West Side;**

The front of the home consists of the original portion at the main level, north quadrant. The addition appears to the south and above the original home with the original home extending out beyond the plane of the addition. Wood panel and wood shake siding appear on exterior walls of the addition at the front. Windows appear installed in three levels of the addition at the south quadrant.

South Side;

This is the right side as viewed from the front. Three stories appear exposed with the majority of the lower level a lookout style appearance. The main and upper levels were observed cantilevered 3 feet beyond the lower level wall at the west portion of the home. The upper level was observed cantilevered approximately 2 feet from the main level wall at the central quadrant. Wood shake siding appears on this side of the home except at the porch area. Newer windows and doors appear at the three levels of the home on this side including a large door opening at the main level, central quadrant. Ledger boards appear in this area for a future deck.

An unfinished enclosed porch appears at the main level, southeast quadrant with building paper exposed and a loose membrane over the top. Casement style windows appear in the porch walls with only screens present. No pan flashing appears at the base of the porch windows. Framing and sheathing at the underside of the porch are not treated.

East Side;

This side of the home is unfinished with building paper over all areas. Windows appear at the upper level. The main level consists of a 3 car garage with tarps over the door openings. Pan flashing is visible under the north window group at the upper level, east side. The upper level of the addition was observed cantilevering approximately 2 feet beyond the main level east wall. As with other cantilever areas, plywood blocking appears along the sides of trusses for added support of TJI joists.

North Side;

The north side includes the main and upper levels of the addition along with a portion of the original structure at the main level from the front to the garage. Original siding appears at the home with building paper over exterior walls of the addition. Three windows appear in the upper level of the addition with no pan flashing visible. Soffit overhangs appear at the newer

upper roof projecting 2 feet plus beyond exterior walls as observed elsewhere around the structure.

A tree was observed at the rear of the property in close proximity to the roof as shown in photograph A-12.

INTERIOR:

The interior of the addition was observed at the time of the site visit including the garage, lower level, main level, and upper level. Moisture readings were obtained with an electronic moisture meter into framing, sheathing and headers at areas throughout the addition. All interior walls are unfinished at this time. Batt insulation appears at main level walls in the addition with generally no insulation elsewhere.

Upper Level;

The upper level of the addition was observed at the time of the site visit. Sheathing and framing were measured for moisture around exterior walls and areas of flooring. All framing was measured to be dry at the time of the site visit. Staining appears on framing consistent with past exposure to weather prior to installation of the roof which we understand was completed in 2012.

One area of discolored and delaminated wall sheathing was observed at the west wall, central quadrant at the upper portion of the wall. This area is located to the north of the drop header. Sheathing was found to be soft and friable at areas with dry conditions at the time of the site visit.

Newer plywood appears over the floor, including the south portion of the addition which is at a higher elevation than the north portion. Limited visible areas of underlying sheathing show delamination evident.

Framing was observed throughout the upper level. Manufactured trusses appear throughout the new roof structure with limited areas of hand framing due to the hip roof configuration. Hangers were observed to be missing at limited areas including the north and south hips where attached to the adjacent girder trusses. Clips generally appear at truss to wall plate connections around the exterior. Roof sheathing appears intact at all areas with no evidence of moisture intrusion through the roof.

A drop header appears at the southwest quadrant between the main room and smaller southwest quadrant. The west end of the header was observed bearing over a lower double plate with no vertical studs present below the header. [support front end to floor plate]

The east window at the southwest portion of the upper level was observed with an LSL header in place as shown in photograph A-19. The window opening measures 12 foot span with the header sizing 3-1/2 inches by 5-1/2 inches laid flat. Trusses in this area span in the east/west direction bearing on the header. Design loading requires a 2 ply 9-1/2" LVL header at this window.

A 10 foot span opening appears at the north/central quadrant of the upper level addition to the east portion as shown in photograph A-25. The header in this area was measured to be 3-1/2" x 7-1/4" with a stamp indicating 1.3E LSL. This header supports the interior end of trusses

over the west portion of the addition. Design loading requires a minimum 2 ply 9-1/2" LVL for this area.

The original roof of the home was observed extending up into the space of the addition at the northwest portion. A triple girder truss was observed along the front/west wall supporting the upper wall and roof framing of the addition. The interior of the north wall in this area was observed adjacent to the original portion of the home. Three window units appear in this wall. The top flange of the west window was visible with no trimmer present sufficient for the flange to be nailed as shown in photograph A-37. Wall sections below the windows were observed with excessive spacing of studs well over 2 feet. Openings appear under the east window group which we understand are for two awning windows and a future fireplace vent at the center.

Windows were observed around the upper level. Many windows appear without pan flashing installed. One window appears at the east side, north quadrant with membrane pan flashing in the rough opening as per code requirements as shown in photograph A-45. Framing alongside a window in the south wall, east quadrant was observed with trimmer studs alongside the window discontinuous as shown in photographs A-46 and A-47.

Main Level;

The main level of the addition was observed at the time of the site visit. Batt insulation appears on walls throughout this area with no vapor retarder installed at most locations. Insulation was pulled back at various areas to observed conditions of sheathing and framing and obtain moisture readings. All areas visible and observed at the time of the site visit were found to be dry with low moisture readings.

TJI joists appear for the upper level floor oriented in the north/south direction. Joists and the underside of plywood are stained consistent with past moisture accumulation, likely prior to installation of the roof. All areas were found to be dry at the time of the site visit. Two areas of discolored subfloor were found at the southwest quadrant of the home along the south wall and central quadrant of the space.

The header from the southwest area to the main room at the main level was observed to be a single 11-7/8" LVL supporting the upper TJI floor joists. The header was observed with sagging present. Design loading requires a minimum 3 ply 11-7/8" LVL.

LVL headers appear supporting the south ends of floor joists over the original roof of the home as shown in photographs A-57 and A-60. The east header was observed spanning across the top of the upper stairway to the bearing wall east of the stairs. Design loading requires a minimum 2 ply 11-7/8" although we note the plans for the home indicates the entirety of this wall is proposed to be removed with a new header installed.

A large door unit appears in the south wall at the central quadrant. The span was measured to be 16 feet with one 11-7/8" LVL present supporting the upper floor framing and portion of the roof system. Design loading requires a minimum 3 ply 14" LVL.

The stairway to the upper level was observed at the east quadrant of the main room. Stringers consist of LVL members. No hangers appear at the upper attachment point as shown in photograph A-62. The stair opening to the upper level was observed with a header consisting of 4 plies of plywood set into large hangers. No hangers appear at the ends of the TJI joists against the plywood header.

The porch was observed at the time of the site visit. Standard casement style windows appear in the south and east walls with only screens in place. Untreated framing and sheathing appear in the space. Staining appears on sheathing and framing on walls, the floor and underside of the roof consistent with leakage through the unfinished roof membrane and due to entry through screen windows. High moisture readings with wet sheathing and framing were found in this area at the time of the site visit. Photographs A-67 to A-72 show conditions in this area.

Lower Level;

The lower level of the addition is unfinished. Block walls appear consisting of 12 inch block. Mortar appears filling the top course of block around the perimeter. Cracking was observed at limited areas including a section of block at the east wall, southwest quadrant. A portion of the south wall at the central quadrant was observed with a lateral offset in block 3 plus inches. We understand the masonry contractor erred during installation, resulting in the lateral offset in this area.

Sand appears throughout the floor of the lower level with no slab in place. Walls appear stable with no inward movement evident at the present time.

Framing was observed and measured throughout the lower level. No visible evidence of recent water entry or leakage was observed. Framing generally measured elevated up to 18 plus percent in the lower level. This is consistent with the elevated humidity in the lower level due to the space being unfinished, exposed through the garage to exterior air and humidity, and due to the lack of a concrete floor slab with vapor retarder. Staining appears on surface of framing and sheathing consistent with past wetting prior to installation of the roof on the addition.

A 2 ply 9-1/2 inch LVL header appears at the east quadrant of the lower level supporting the main floor. A 2 ply 11-7/8" header appears at the southwest quadrant supporting the main floor.

Three window units appear in the south wall at the central quadrant. We understand a prior engineer recommended removal of the center window unit with transition to wall framing and sheathing in this area. We concur with the recommendation.

Garage;

The garage appears at the northeast quadrant of the home east of the original rear wall of the home. 2x6 cribbing appears under the east side of the home to the top of the new foundation wall as shown photographs A-84 and A-89. No sheathing appears in this area.

The garage floor is unfinished with sand present. Walls in the garage measure a height of 12.5 feet from the area near the proposed finished floor. Three 9 foot wide door openings appear in the east wall. Headers over door openings consist of 2 ply 11-1/4 inch LVL's which are discontinuous, not spanning across the full length of the garage. The east wall with overhead doors measures approximately 34 feet 3 inches with approximately 2 foot wide wall segments between doors.

CONCLUSIONS AND RECOMMENDATIONS:

After visiting the site, reviewing available data and documents, and based upon the training and expertise of the investigator, we have formed the following conclusions and recommendations to a reasonable degree of engineering certainty.

Prieve Engineering LLC reserves the right to supplement or amend the report pending further discovery. Any and all recommendations in the report are for budgeting and estimating purposes only and are not for permitting and/or construction. Detailed recommendations for permitting and construction will require separate stamped drawings and contract. Prieve Engineering LLC is not the Engineer of Record for the subject structure.

- 1) It is our opinion that no evidence of ongoing or recent water entry appears in the main living areas of the addition at the subject structure including the lower level, main level and upper level. Staining appears on framing members and sheathing consistent with past wetting prior to installation of the roof on the structure in 2012. Conditions at all interior living areas at the main and upper levels (other than the 3 season porch) were measured and observed to be dry and within normal tolerance. We note that elevated readings were obtained up to 18 plus percent in framing at the lower level. These conditions in our opinion relate to the space being unfinished, open to air flow through the garage space, and due to the unfinished floor with sand present. The conditions in the lower level are unrelated to water entry or leakage but due to elevated humidity. Finishing of the concrete floor with vapor retarder, closing the space to the garage, and running a dehumidifier will bring framing to a dry condition prior to finishing the lower level.
- 2) It is our opinion that limited areas of deteriorated sub-floor and wall sheathing appear in the home due to past wetting prior to installation of the roof. Deteriorated sheathing was found at the upper level, west wall at the central quadrant where discoloration appears (approximately 20 to 30 square feet). Areas of deteriorated sub-floor were found at the base layer of plywood at the southwest quadrant of the upper level floor (approximately 50 to 75 square feet). We recommend deteriorated sheathing and subfloor be replaced prior to finishing of the space. We recommend back-spraying all interior surfaces of main level framing and sheathing due to extent of staining with Kilz or similar.
- 3) It is our opinion that the 3 season porch structure requires reframing due to ongoing water entry and the presence of untreated framing and sheathing. We recommend the porch structure be framed as a four-season porch with untreated framing and standard windows or be entirely framed and sheathed with treated materials if intended to function as a 3 season porch with screens rather than standard glass windows.
- 4) It is our opinion that many windows in the home were not installed in compliance with building code requirements, specifically the requirement of pan flashing at window rough openings. We recommend all windows without proper pan flashing installed including a flexible membrane along the bottom turned up the lower sides of the rough opening be reinstalled to ensure proper pan flashing exists properly lapped with building wrap. In addition to pan flashing, the west upper level window in the north wall was observed with the top flange visible. Install additional trimmers as needed to provide a window rough opening with proper dimensions from the window frame to allow for nailing of the flange on all sides.
- 5) It is our opinion that various headers and beams in the addition are undersized for the spans and design loading. We recommend reinforcement and/or replacement of headers at locations as shown in the following figures to provide structurally sound headers to

support design floor and roof loads. Note that this is not a full evaluation of all headers but those fully visible and potentially showing signs of sagging and/or inadequate size. Detail drawings are not included in the scope of work of this assignment. Detail drawings and additional framing plans would be provided under separate contract.

- 6) It is our opinion that additional reinforcement is required around the upper level stairway opening. Install adjustable stringer hangers for attachment of the upper stairway stringers. Install a 2 ply 14 inch LVL header set into the existing 2 ply hanger at the south side of the stairway opening with hangers attaching TJI joists to the header. Reconfigure the existing header supporting the upper floor joists to a bearing point along the west side of the stairway or set lower so as not to cross above the floor at the top of the stairway. In addition provide a 2 ply LVL header in this area.
- 7) It is our opinion that areas of roof framing are missing hangers including various locations of members at hip roof framing transitions at the north and south quadrants of the upper level. Install hangers at all areas where members intersect with sides of girder trusses. Ensure clips appear at all truss to wall connections such as Simpson H3 or similar clips. Ensure similar clips appear at all TJI to wall connections at exterior walls, particularly areas of cantilever floor joists at south and east walls. The existing roof overhangs in our opinion were observed to be adequate and can remain exposed if desired, finished with paint. Ensure proper insulation and ventilation are provide around the perimeter spaces between trusses per code.
- 8) It is our opinion that framing around the area of the garage including headers at the overhead doors and cribbing under the original rear wall of the home require additional reinforcement. Install sheathing on garage side of cribbing at floor level to stabilize studs in this area. Install continuous 11-1/4" LVL header over garage door openings across full length of wall from corner to corner. Provide double studs and nailing 3" spacing all members as per Figure R602.10.6.4 Method CS-PF Continuously Sheathed Portal Frame Panel Construction. While this method typically relates to exterior sheathing, an alternative in our opinion would be installation of a continuous header at the interior face with 1/2 inch plywood sheathing over the full area of the interior front garage wall with detailing per the CS-PF method. Include metal straps at the interior and exterior faces of the overhead door openings (12 total straps in 6 locations) minimum 1,750 lb capacity each strap. Ensure anchor bolts in place at the base of wall segments per detail.
- 9) It is our opinion that foundation walls at the lower level of the addition are stable at this time. Limited areas of cracking appear in block, such as the east wall at the southwest quadrant. We recommend that all areas where cracking appear be fully core filled with (1) #4 bar vertical from the footing to the top of block. We recommend core filling with rebar at the are of the lateral offset in the rear foundation wall. We recommend the floor slab be placed throughout the basement including compaction of sand, 6 mil vapor retarder sealed and 4" slab. This will ensure the base of foundation walls remain laterally stable and reduce humidity in the lower level.

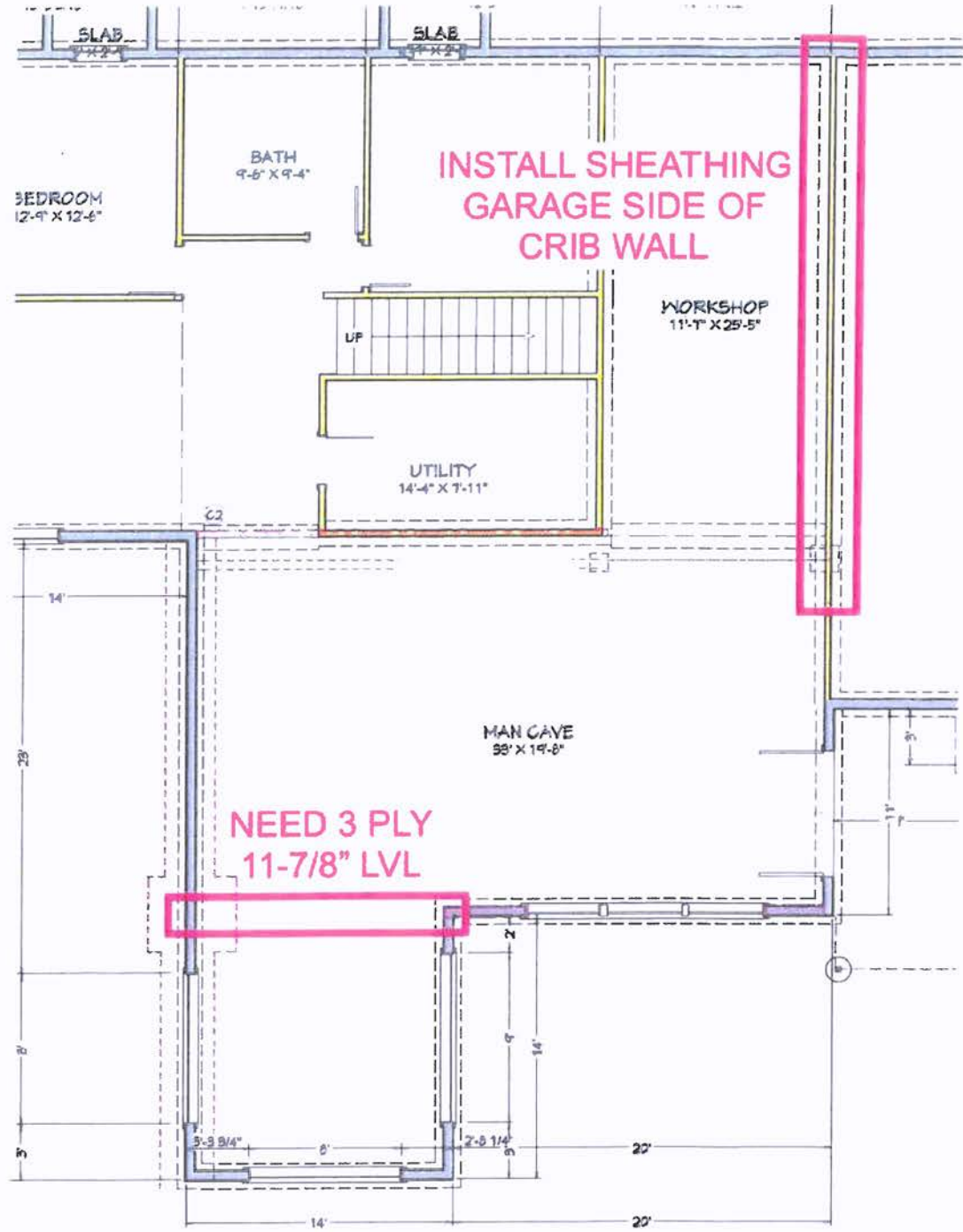


Figure 1: Lower Level Plan Notes.

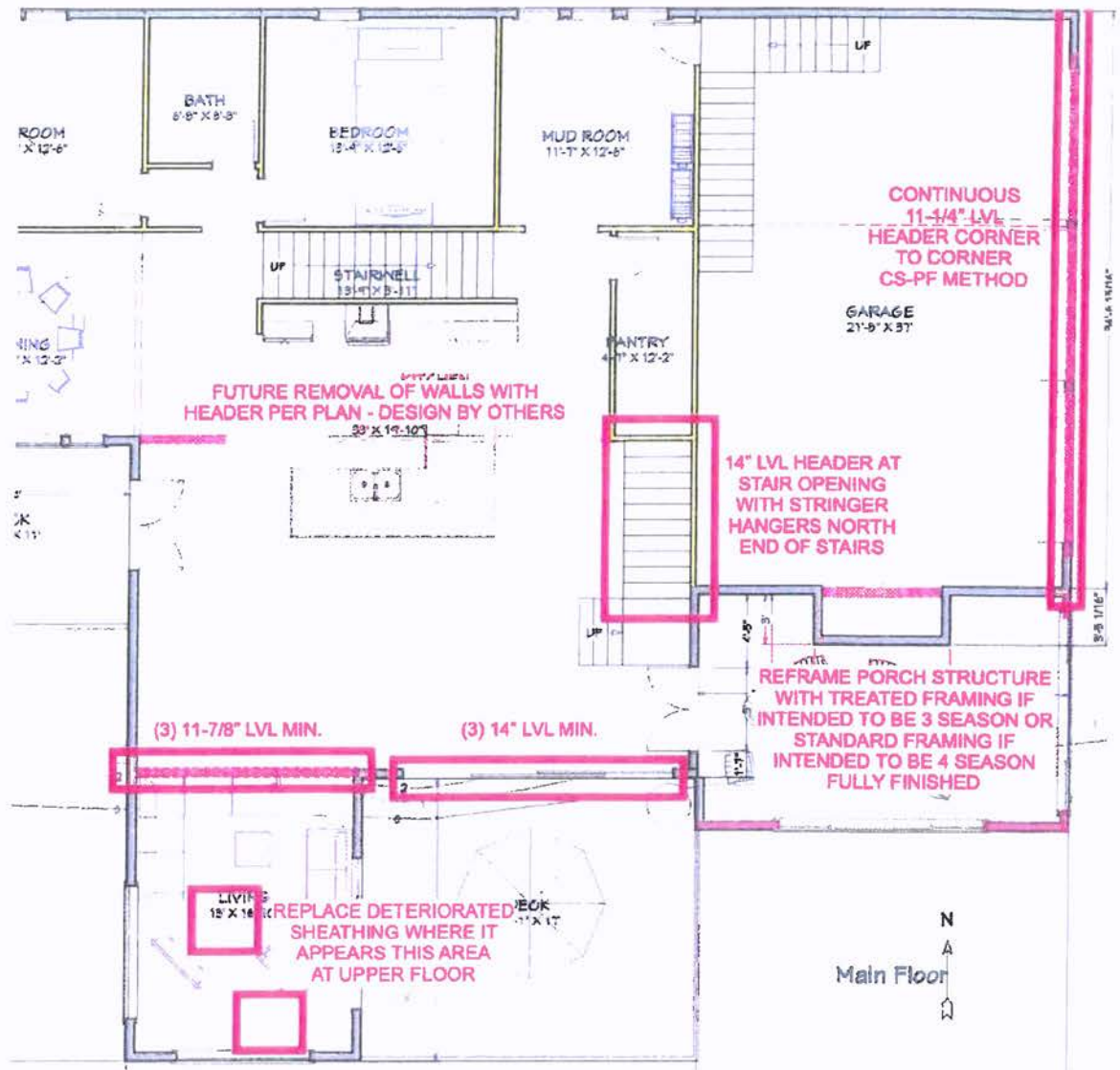


Figure 2: Main Level Notes.

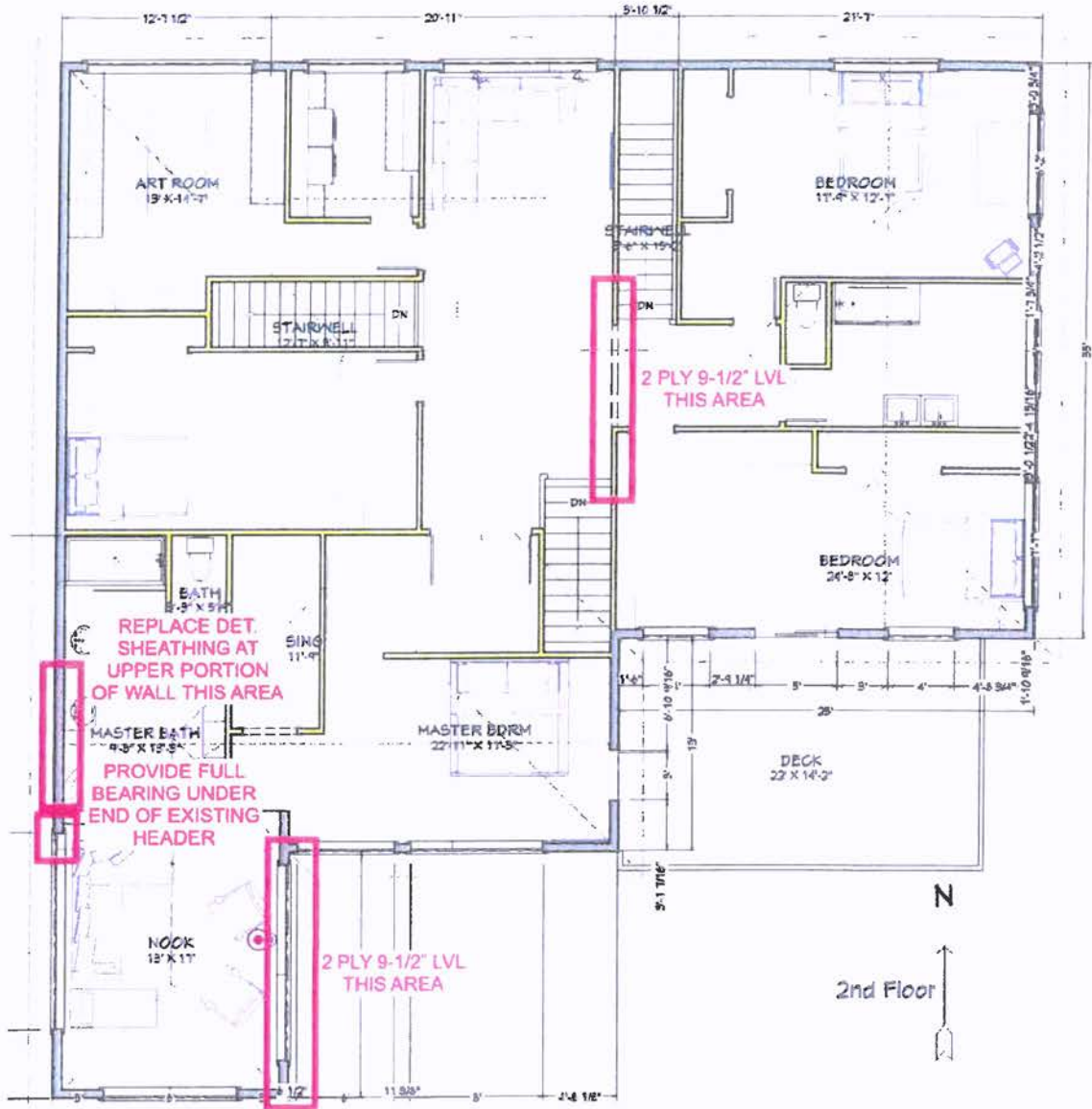


Figure 3: Upper Level Notes.

PRIEVE ENGINEERING LLC
FORENSIC STRUCTURAL CIVIL

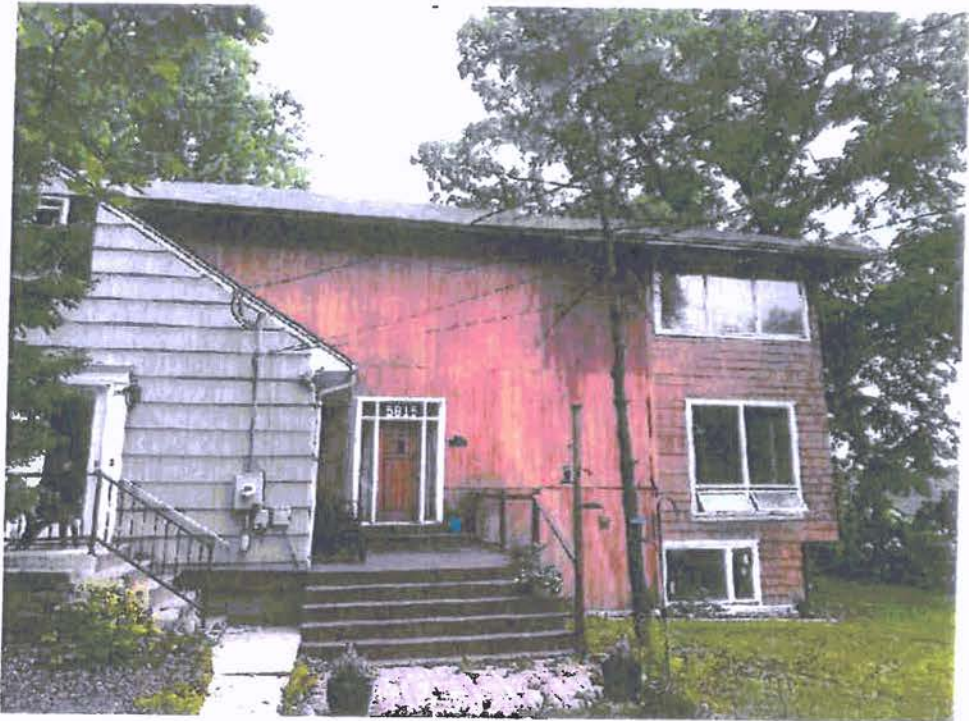
FILE NUMBER 230713

5815 CLUB LANE
SHOREWOOD, MN 55331

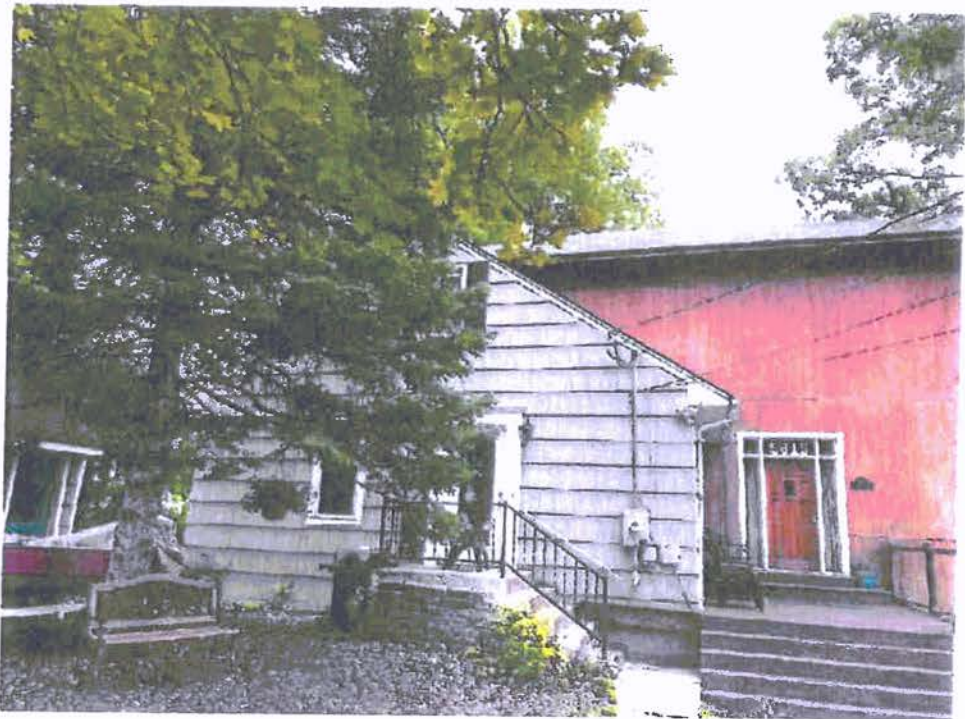
PHOTO APPENDIX A

SITE VISIT DATE: JULY 20, 2023

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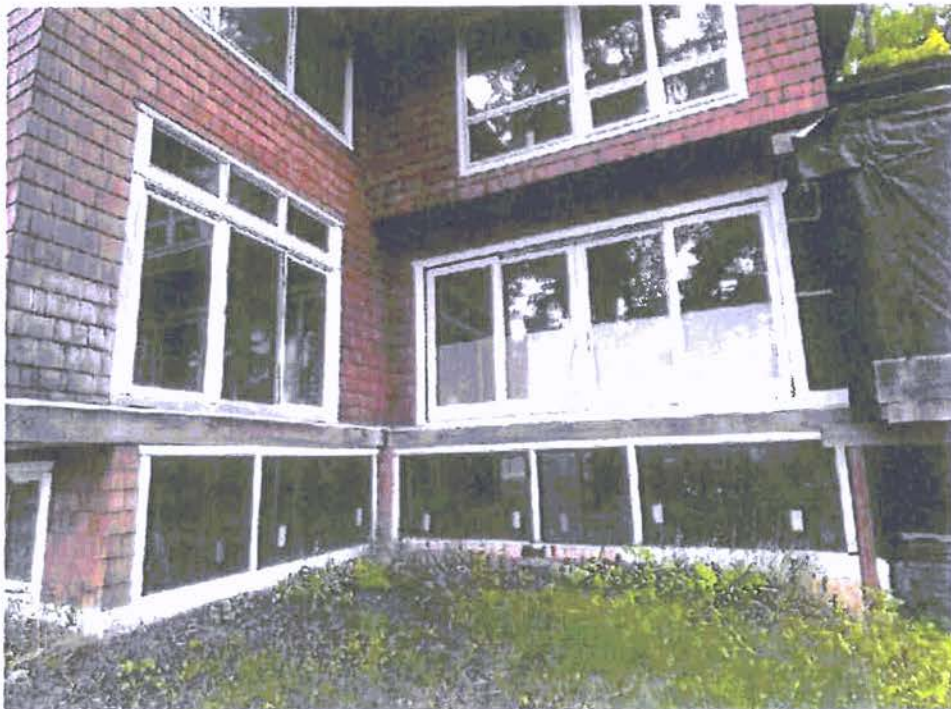
A-1: FRONT/WEST SIDE OF HOME AND ADDITION



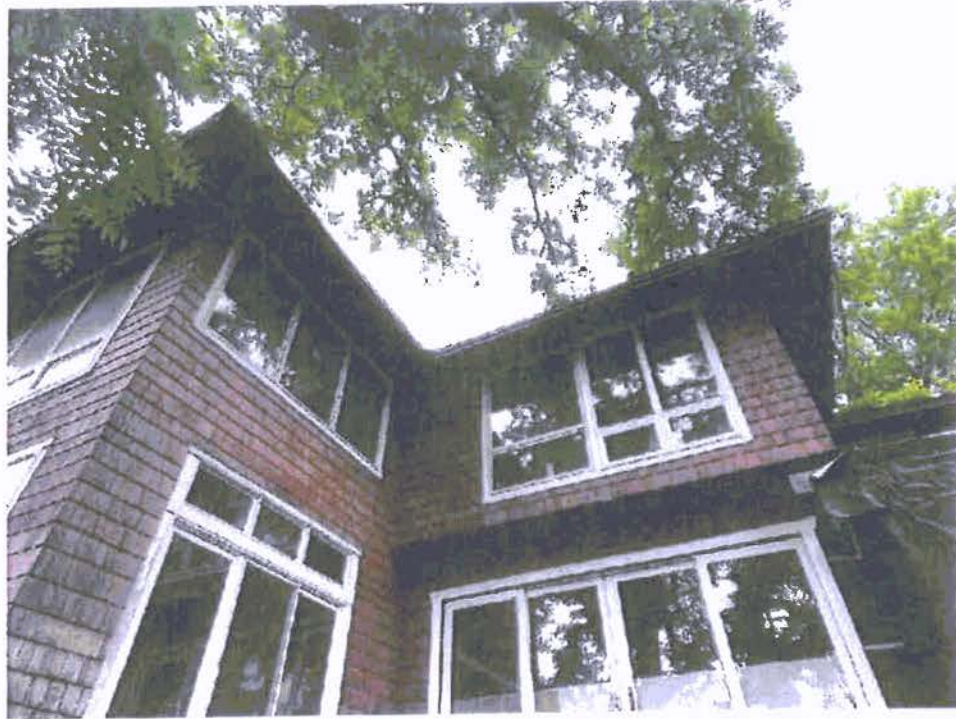
A-2: FRONT OF ORIGINAL PORTION OF HOME



A-3: SOUTH SIDE



A-4: SOUTH AND EAST WALLS AT CENTRAL QUADRANT



A-5: UPPER LEVEL, SOUTH SIDE AT CENTRAL QUADRANT



A-6: SOUTH SIDE OF PORCH



A-7: LOWER LEVEL ENTRY, EAST WALL UNDER PORCH



A-8: HEADER AND UNDERSIDE OF FRAMING AT PORCH



A-9: EAST SIDE OF HOME



A-10: AREA OF SHEATHING EXPOSED AT EAST SIDE OF PORCH



A-11: VIEW OF CANTILEVER FLOOR JOISTS AT UPPER LEVEL, EAST SIDE



A-12: NORTHEAST CORNER AT UPPER LEVEL



A-13: NORTH SIDE OF HOME



A-14: VIEW OF UPPER LEVEL EAST WINDOW



A-15: ADJACENT WINDOWS AT NORTH SIDE, UPPER LEVEL



A-16: MAIN LEVEL, ORIGINAL PORTION OF HOME



A-17: UPPER LEVEL, WEST WINDOW AT SOUTHWEST QUADRANT



A-18: SOUTH WALL, SOUTH UPPER LEVEL AT SOUTHWEST QUADRANT



A-19: EAST WALL AT UPPER LEVEL, SOUTHWEST QUADRANT OF HOME



A-20: VIEW OF HIP ROOF FRAMING AT SOUTHWEST QUADRANT OF HOME



A-21: VIEW NORTH AT WEST QUADRANT OF ADDITION AND ORIGINAL ROOF



A-22: VIEW EAST AT CENTER BEARING WALL



A-23: NORTH WALL, CENTRAL QUADRANT



A-24: CENTER BEARING WALL SUPPORTING TRUSSES



A-25: VIEW OF EXISTING LSL HEADER AT 10 FOOT OPENING



A-26: NORTH WALL, EAST QUADRANT OVER GARAGE



A-27: NORTHEAST QUADRANT OF UPPER LEVEL



A-28: EAST WALL, SOUTHEAST QUADRANT



A-29: VIEW OF FRAMING AT HIP ROOF TRANSITION



A-30: OPPOSITE END OF WALL SHOWING HIP ROOF FRAMING



A-31: SOUTH WALL, EAST QUADRANT OF UPPER LEVEL



A-32: VIEW OF LOOSE MEMBRANE OVER PORCH



A-33: LOOSE MEMBRANE OVER PORCH



A-34: DOOR IN EAST WALL AT UPPER PORCH ROOF ACCESS



A-35: HIP FRAMING AT NORTH SIDE, WEST PORTION OF ROOF



A-36: NO HANGER AT WEST HIP FRAMING



A-37: VIEW OF TOP OF WEST WINDOW IN NORTH WALL, FLANGE VISIBLE



A-38: VIEW ALONG TOP OF WINDOW



A-39: VIEW OF STUD SPACING UNDER NORTH WINDOWS



A-40: MEASURE OF EXISTING STUD SPACING UNDER WEST WINDOW



A-41: SILL OF EAST WINDOW IN SOUTH WALL, SOUTHEAST QUADRANT



A-42: ADJACENT WINDOW, VIEW OF SILL



A-43: WINDOW IN EAST WALL, SOUTH QUADRANT



A-44: CENTER WINDOW IN EAST WALL



A-45: NORTH WINDOW IN EAST WALL, PAN FLASHING PRESENT



A-46: FRAMING ALONGSIDE WINDOW IN SOUTH WALL



A-47: OPPOSITE CORNER, SAME WINDOW



A-48: MAIN LEVEL, VIEW SOUTH AT WEST PORTION



A-49: WEST WALL, SOUTHWEST QUADRANT



A-50: SOUTHWEST CORNER AT MAIN LEVEL



A-51: VIEW OF SUBFLOOR AT SOUTH WALL, CENTRAL QUADRANT



A-52: SOUTHEAST CORNER AT SOUTHWEST AREA OF HOME



A-53: EAST WALL, SOUTHWEST AREA OF HOME



A-54: VIEW OF FRAMING AT EAST WALL



A-55: VIEW OF EXISTING HEADER SUPPORTING UPPER FLOOR JOISTS



A-56: WEST WALL SOUTH OF ENTRY DOOR



A-57: NORTHWEST CORNER OF ADDITION AT SOUTH SIDE OF ORIGINAL HOME



A-58: VIEW EAST TOWARDS STAIRWAY



A-59: SOUTH WALL, 16 FOOT OPENING FOR DOOR UNIT



A-60: VIEW OF HEADER ALONG SOUTH SIDE OF ORIGINAL PORTION OF HOME



A-61: VIEW OF FLOOR JOISTS SAME AREA



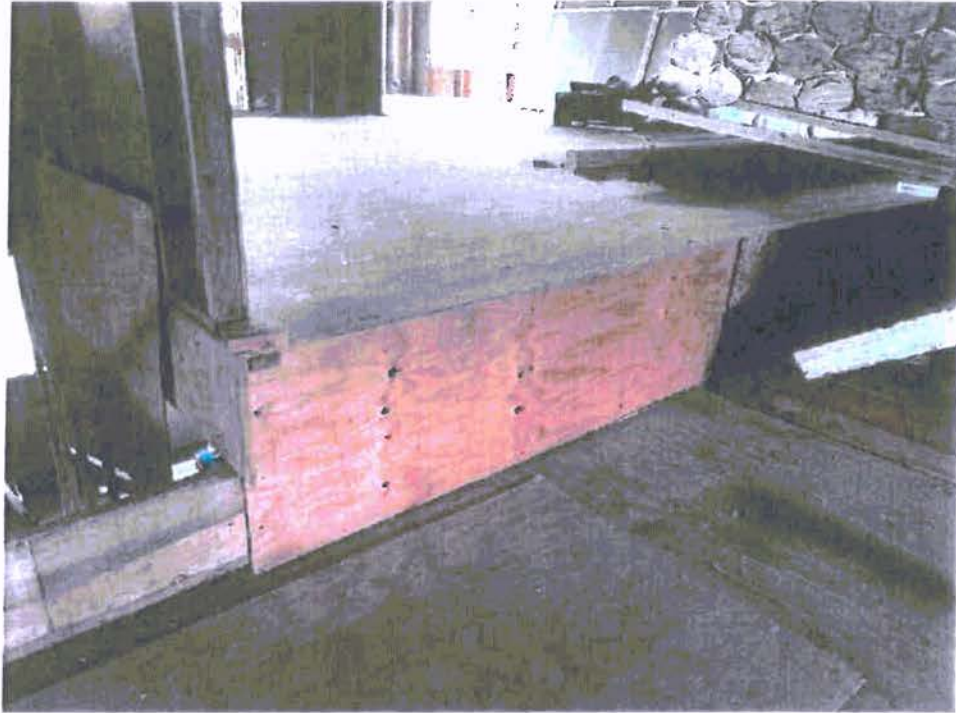
A-62: STAIRWAY STRINGERS TO UPPER LEVEL



A-63: EAST WALL, DOOR TO PORCH



A-64: BASE OF WINDOW IN SOUTH WALL AT SOUTHWEST QUADRANT



A-65: NORTH END OF FLOOR JOISTS ADJACENT TO STAIRWAY



A-66: TOP OF STAIRWAY, HEADER EXTENDS TO LEFT BEARING WALL



A-67: SOUTH WALL IN PORCH



A-68: EAST WALL IN PORCH



A-69: VIEW OF ROOF FRAMING AT PORCH STRUCTURE



A-70: VIEW OF SHEATHING BELOW EAST WINDOWS



A-71: SOUTH WALL ABOVE LEFT SIDE OF WINDOW



A-72: VIEW OF SHEATHING AND STUDS BELOW RIGHT SIDE OF SOUTH WINDOW



A-73: HEADER AT OPENING TO UPPER STAIRWAY



A-74: RIGHT SIDE OF HEADER, NO HANGERS PRESENT



A-75: LOWER LEVEL, VIEW NORTH BEHIND GARAGE



A-76: VIEW WEST AT LOWER LEVEL OF ADDITION



A-77: WINDOWS IN SOUTH WALL, CENTRAL QUADRANT OF LOWER LEVEL



A-78: LEFT SIDE OF WINDOW GROUP AT CENTRAL QUADRANT



A-79: SOUTHWEST QUADRANT OF LOWER LEVEL



A-80: VIEW OF HEADER SUPPORTING MAIN FLOOR JOISTS AT SOUTHWEST QUADRANT



A-81: AREA WITH CRACK IN MASONRY BLOCK, EAST WALL, SOUTHWEST QUADRANT



A-82: SHIFT IN FOUNDATION BLOCK, SOUTH WALL AT CENTRAL QUADRANT



A-83: SOUTHEAST CORNER NEAR DOOR



A-84: BLOCKING BETWEEN ORIGINAL EAST WALL OF HOME AND FOUNDATION WALL



A-85: VIEW OF HEADER AT LOWER LEVEL UNDER AREA OF STAIRWAY



A-86: UNDERSIDE OF ORIGINAL PORTION OF HOME



A-87: EAST WALL OF GARAGE AT ADDITION



A-88: NORTH WALL IN GARAGE



A-89: VIEW WEST IN GARAGE, ORIGINAL EAST WALL OF HOME



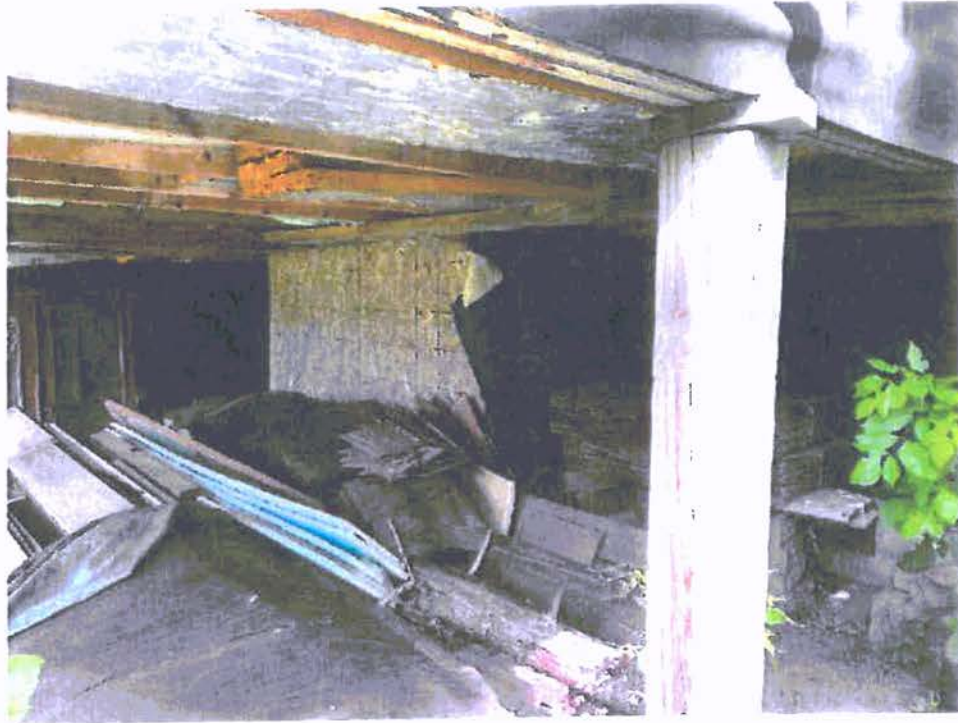
A-90: WEST WALL, SOUTH QUADRANT AT ADDITION



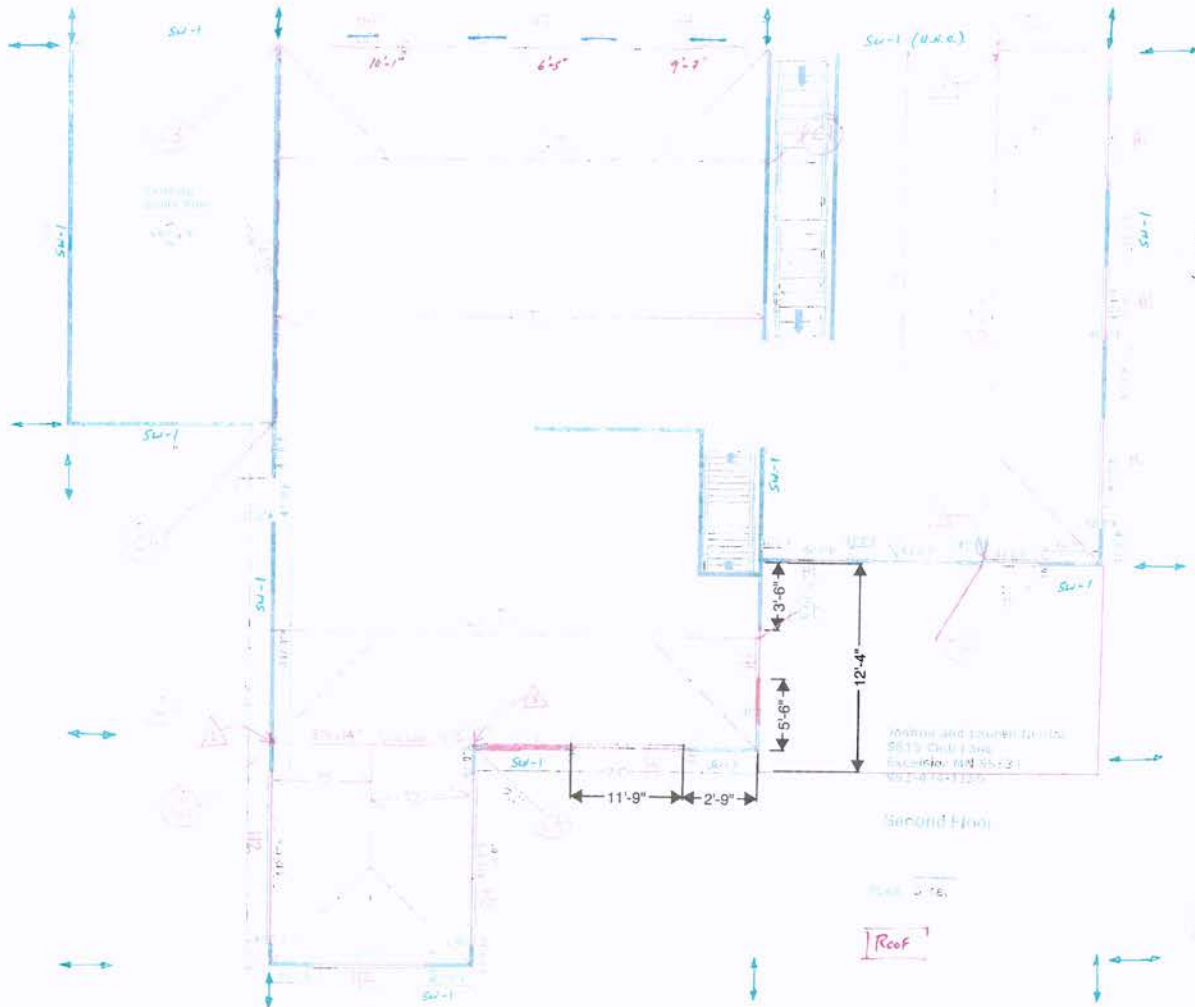
A-91: VIEW OF CRIB WALL UNDER EAST SIDE OF ORIGINAL PORTION OF HOME



A-92: SOUTH WALL IN GARAGE



A-93: VIEW UNDER PORCH



SH#10577

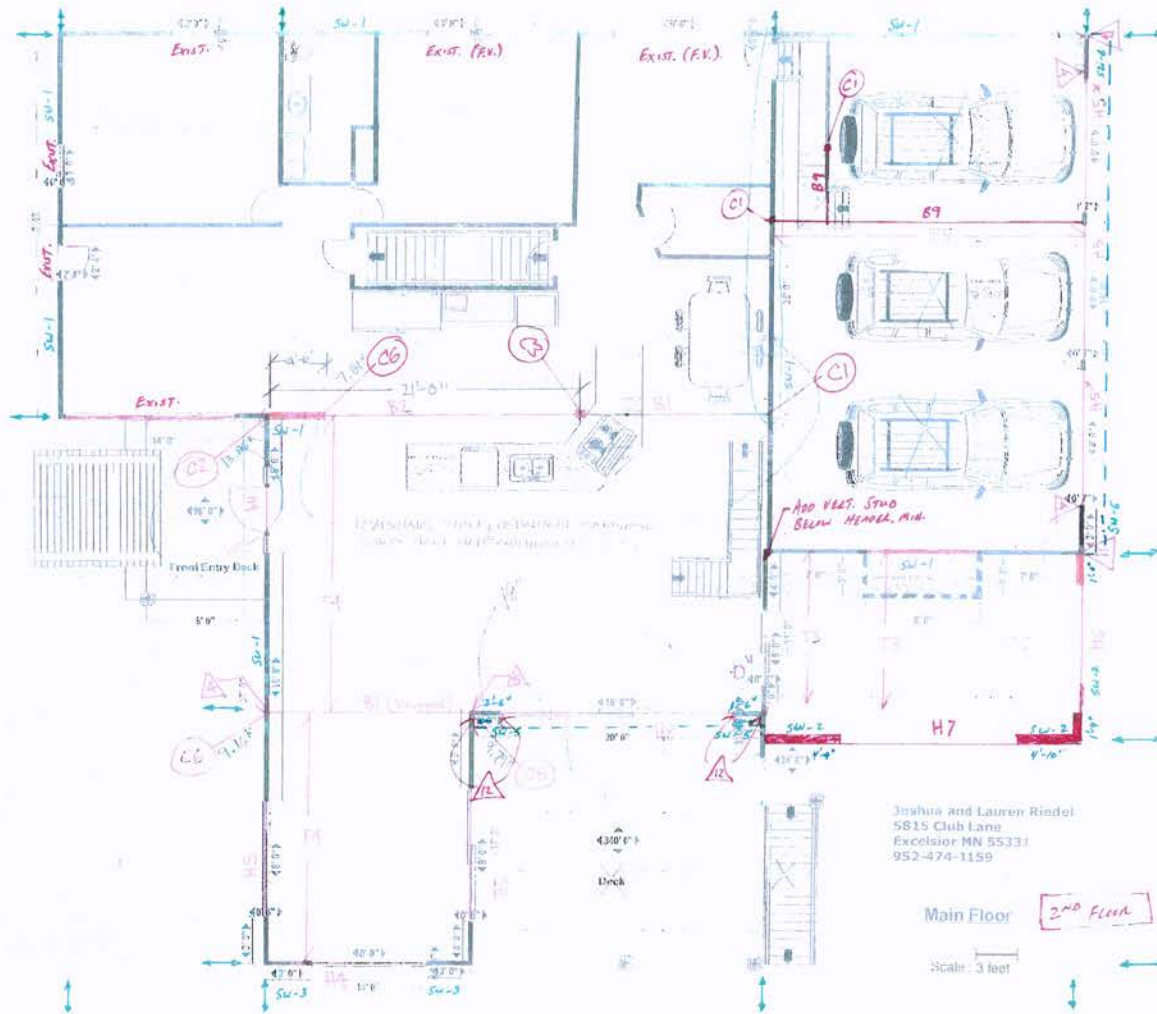
SAFE HAVEN SE
612-204-7033



70400 and 100000 (1000)
5815 Cedar Ave
Excelsior, MN 55120
612-470-1225

Second Floor

Roof



Joshua and Lauren Riedel
 5815 Club Lane
 Excelsior MN 55331
 952-474-1159

Main Floor 2ND FLOOR

Scale: 3/8" = 1'-0"

Header Schedule

H1	2-2x10's	2 Jacks / 1 King Stud
H2	2-1 3/4" x 9 1/4" 1.9E LVL's	2J/2K
H3	5 1/4" x 7" 1.8E PSL	2J/1K
H4	5 1/4" x 7" 1.8E PSL	2J/2K
H5	2-1 3/4" x 11 7/8" 1.9E LVL's	2J/2K
H6	2-2x10's	2J/2K
H7	2-1 3/4" x 9 1/2" 1.9E LVL's	2J/2K
H8	2-1 3/4" x 18" 1.9E LVL's	2J/3K
H9	2-1 3/4" x 9 1/4" 1.9E LVL's	2J/1K
H10	2-1 3/4" x 14" 1.9E LVL's	3J/3K

* Portal Frame

Beam Schedule

B1	(2)-1 3/4" x 11 7/8" 1.9E LVL's
B2	(3)-1 3/4" x 14" 1.9E LVL's
B3	(2)-2x10 Treated Beam
B4	(4)-2x14 Treated Beam
B5	(2)-1 3/4" x 9 1/2" 1.9E LVL's
B6	(3)-1 3/4" x 11 7/8" 1.9E LVL's
B7	(4)-2x12 Treated Beam
B8	(2)-2x12 Treated Beam
B9	(2)-1 3/4" x 14" 1.9E LVL's

Truss/Floor Framing

T1	Roof Trusses @ 24" o.c.
T2	2x6 Roof Rafter @ 16" o.c.
T3	2x10 Roof Joists @ 16" o.c.
T4	14" TJI's @ 16" o.c.
T5	14" TJI's @ 12" o.c.
T6	Treated 2x10 floor joists @ 16" o.c.
T7	2x12 Treated Joists @ 12" o.c.

Column Schedule

C1	2-2x6 Post
C2	5 1/4" x 7" 1.8E PSL (Verify in field)
C3	5 1/4" x 5 1/4" 1.8E PSL (Verify in field)
C4	2-2x4 Post
C5	4-2x6 Post
C6	3-2x6 Post
C7	3 1/2" x 5 1/4" 1.8E PSL
C8	3 1/2" x 7" 1.8E PSL
C9	6x6 Treated Post

Footing Schedule

F1	2'-6" x 2'-6" x 1'-0" Conc. Ftg. w/ (3) #5 bars E.W.
F2	3'-0" x 4'-0" x 10" thick Conc. Ftg. w/ (3) #5 long bars
F3	12" ϕ Pier belled out to 18" w/ (4) #4 Vert bars
F4	12" ϕ Pier belled out to 24" w/ (4) #5 Vert bars
F5	3'-0" x 3'-0" x 1'-0" thick Conc. Ftg. w/ (3) #5 bars E.W.
F6	1'-6" x 8" Conc. Strip Footing w/ (2) #5's Cent.

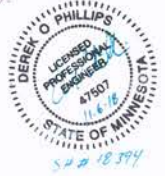
Wall Schedule

← → INDICATES SHEAR WALLS

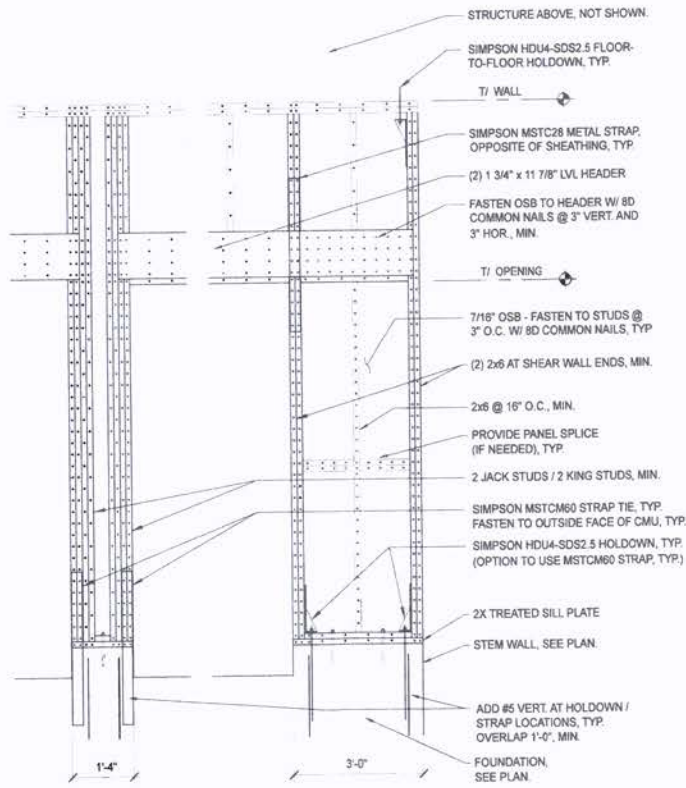
SW-1	7/16" APA Rated Sheathing w/ 8d nails @ 6"/12" o.c.
SW-2	7/16" APA Rated Sheathing w/ 8d nails @ 6"/12" o.c. & 1/2" gyp sheathing w/ No. 6 Screws @ 9"/12" o.c.
SW-3	7/16" APA Rated Sheathing w/ 8d nails @ 6"/12" o.c. & 1/2" gyp. sheathing w/ No. 6 Screws @ 8"/12" o.c.
SW-4	7/16" APA Rated Sheathing w/ 8d nails @ 6"/12" o.c. & 1/2" gyp. sheathing w/ No. 6 Screws @ 6"/12" o.c.
SW-5	7/16" APA Rated Sheathing w/ 8d nails @ 3"/6" o.c.
SW-6	Portal Frame, See Detail

Sheet Notes

- △ Provide 2 1/2" x 3" wide (min) solid blocking b/w double top plate & jack studs
- △ Attach Simpson HTTA Holdown (or Equal) to King Stud attached to column & double top plate
- △ Use MSTC 28 Strap to attach beam to double top plate.
- △ Use MSTC 28 Strap by Simpson to attach columns b/w floors to each other
- △ Use MSTC 28 Strap by Simpson (or Equal) to attach beam to double top plate.
- △ Attach Simpson HTTA Holdown (or Equal) to Post & Top of CMU Wall
- △ Provide ACEG Post Cap to attach Post to Beam
- △ Provide AC6 Post Cap to attach Post to Beam
- △ Use LCEA @ corner to attach beams to post.
- △ Use HDU4-SDS25 Holdown by Simpson (or Equal)
- △ Use HDU4-SDS25 Holdown by Simpson (or Eq.) for floor to floor Connector
- △ Use MSTC 40 Strap by Simpson for floor to floor connector (or Equal)
- △ Use MSTC 60 STRAP BY SIMPSON (or Equal).



[Notes]



1 DETAIL - GARAGE PORTAL FRAME
NONE

DETAIL

Wade Woodward

From: Building
Sent: Thursday, August 17, 2023 1:43 PM
To: nathan.prieve
Cc: Marc Nevinski
Subject: RE: 5185 Club Lane

Nathan,

I'm concerned that you may have been told that the only issue with your report was that each plan sheet wasn't stamped, which we did list as a smaller issue that he must address, but by no means the largest structural problem with the structure that must be addressed. The addition was not constructed and finished under any past permit. The previous permits expired, many issues with the construction were completed without permit and some during a time period when stop work orders were issued on the structure. We have also noted that issues raised during past inspections were never corrected as required and/or he never called for follow-up inspections. In this situation, I do stand by my requirement that each of the plan sheets be stamped.

We are in fact looking for full detailed structural drawings and information on how the home may be safely completed with the deficiencies that have been noted in your report and two additional structural reports completed by Bolton and Menk and Oswell Engineering. Please note that the previous Safe Haven plans were also deemed inadequate by the two reports and no permit was issued based on the Safe Haven plans due to their inadequacy.

Mr. Reidel has had two recent letters describing in detail exactly what is needed from us to stop the hazardous structure process. I met with him for an hour last week and went through the necessary information in detail and at this meeting he told me he understood what was needed. We do not want to create a situation where we are working directly with you and leaving Mr. Reidel out of the communication process, so please ask him for a copy of the letters we have sent with the information we need highlighted, including information indicated in the two structural reports mentioned above.

Please contact Mr. Reidel for the necessary information at your earliest convenience.

Wade Woodward

Building Official
City of Shorewood
5755 Country Club Road
Shorewood, MN 55331
952.960.7907
building@ci.shorewood.mn.us



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From: nathan prieve <nathan@prieve-engineering.com>
Sent: Wednesday, August 16, 2023 12:09 PM
To: Building <building@ci.shorewood.mn.us>
Cc: Marc Nevinski <mnevinski@ci.shorewood.mn.us>; Joshua Riedel <joshuariedel@gmail.com>
Subject: 5185 Club Lane

Mr. Woodward,
I was hired by Josh Riedel regarding his addition and potential moisture in the areas of the addition along with limited review of headers and other conditions in the addition as referenced in the report issued July 20, 2023. I understand from Josh that the report was not accepted and that you want a signature on every page. The report is intended to be one document with the signature/stamp on the front page as is required by Rule 326 and is customary for reports of this nature. The figures at the end of the report are intended to be schematic in nature to provide clarification for reinforcement of various headers in the home and other areas of note in the text and are not intended to be full structural repair drawings which is why I feel they are a part of the report and do not require separate signatures on every page. I was not hired to provide full detailed structural drawings given the addition is already constructed. The cost of such drawings would be an additional \$1,000 to \$2,000 for Mr. Riedel which I feel is unnecessary at this time.

Please advise what is desired by the City regarding the report and recommendations and if there are any other items or concerns that require clarification at this time.

Respectfully,
Nathan Prieve PE
Prieve Engineering LLC
nathan@prieve-engineering.com
612-203-2745



CITY OF
SHOREWOOD

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

Aug 15,2023

Meeting on Aug 11, 2023. 1:00-2:00 with Joshua Riedel and Wade Woodward about Club Lane house.

Joshua and Wade discussed what type of plans are needed and to include a materials schedule. Explained what needs to be on the survey (utilities and hardcover etc.). Discussed whether the porch be removed or not. Wade asked when the roof was done because it had different years listed. Wade asked how he will get the roof from the original structure out and it sounds like he will be going through the window. Wade asked Joshua for a brace wall design and to have an Engineer sign off for the footings and foundation along with I joist destruction testing or have the Manufacturer Engineer sign off. They discussed there needs to be an abatement of mold/mildew on floor I joists and all wall framing.

Wade said he needs to address the mold issue, the trusses, and the insulation. Wade asked where he planned to reroute the vent on the roof. Wade would like to see a structural I joist report and have a truss engineer stamp plan to say the trusses are safe. Plans need to have engineers stamped on each sheet. Wade and Josh talked about ERV vs HRV. They need to get a radon system and show railings on the plans. Wade gave a sample set of plans to show him what is required to be shown on the plans.

Prepared by Jason Carlson, Planning Technician.



CITY OF
SHOREWOOD

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

August 3, 2023

Joshua Reidel
Jeremy Reidel
5815 Club Lane
Shorewood, MN 55331

Re: Incomplete Building Permit Application 5815 Club Lane

Dear Messrs. Reidel and Reidel:

In the June 14, 2023 letter to you from the City Administrator, the city outlined a number of items which were to be provided by July 21, 2023 in order to apply for a building permit to bring the structure into compliance. We received your building permit application on July 21, 2023 and have concluded it is incomplete. This letter will provide a broad overview of the missing information and items that have not yet been addressed. Prior to listing those items, staff has two significant concerns with the information and photos provided.

- I. In violation of the stop work order on the property and as prohibited by city code and the MN state building code, your application materials document that you have continued to work on the home without permits.
- II. In violation of previous direction, the photos submitted by your engineer indicate that you have continued to allow your minor children to access the addition. Staff clearly indicated to you previously that the addition was to be secured and unused by your family until the deficiencies were corrected.

Staff notes the following items missing and deficiencies in the information provided. If you recall, you were given until July 21, 2023 to provide this information. If this information were small technical details, we could work with you as outlined in the remainder of the letter, however, these items are significant to the structural viability of the addition and render your application inadequate to begin a code review on the details of your application.

1. The Prieve Report (dated 7/20/2023) that you submitted does not address all the issues listed in the Oswell Structural Engineering Report (dated 3/28, 2019) and the Bolton and Menk Structural Engineers Report (dated 9/12/2023). Without this information, staff cannot conclude that the work done on the addition can be safely continued.
2. The materials submitted do not provide stamped engineered drawings for brace wall, up-lift and wind perpendicular design for the current built structure as identified in the letter, the handouts and the Oswell and Bolton and Menk Engineering Reports nor has Nathan Prieve stamped the drawings that were referenced by his report. The Safe Haven plans you submitted were previously deemed inadequate for this purpose (see Oswell report (p. 2 of 4) and Bolton and Menk engineering report (p. 2)). Without this information, staff cannot conclude that the work done on the addition can be safely continued.
3. The survey submitted does not identify the primary home differently from the addition and has different dimensions for the addition than shown on the plans and engineering report. Also, cantilevers may

only be exempted from impervious calculations if they project no greater than 2 feet from the side of the structure and at least four feet above grade. From the photos submitted, the cantilever shown is less than four feet above grade. Finally, your proposed finished grade around the base of the structure is not indicated.

4. The scope of work is inadequate for the project and must indicate this type of permit is for an addition rather than remodeling. The permits for the addition expired long ago without completing the project. Neither the scope of work nor your plans show how you proposed to correct the deficiencies indicated in either the Prieve report nor the references to the MnSPECT review from the Bolton and Menk report.

Examples of the deficiencies identified in these reports, but are not limited to:

- correcting and finishing the foundation for the home
- addressing the inadequate beam size
- addressing the removal of the existing roof inside the upper floor of the addition, identifying what vents from the current brick chimney as well as the other vents shown and how this will be corrected
- addressing the improperly installed windows, etc.

Also, the scope says the basement and attic will be unfinished, but the plans show finished space and the Prieve report indicates the lack of basement floor/vapor barrier is an item that needs to be addressed.

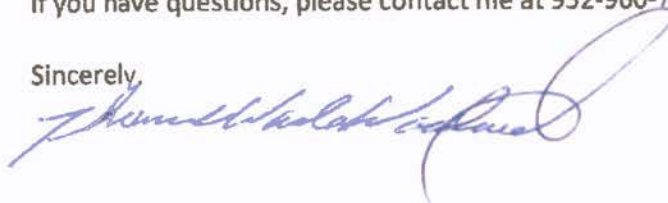
5. The estimate for the addition is not a fair market value for the cost based on the size and uses proposed in the project. Staff note that the amount you've identified is far less than two previous applications which vary from \$100,000-170,000 over a decade ago and construction materials and labor have increased exponentially since then.

6. The construction plans provided were previously rejected as inadequate and remain inadequate for even a cursory compliance review as they lack several required plan sheets, do not address the information in the handouts you were provided, nor provide required detail (such as foundation plan, cross section, material size, window sizes, entry into all rooms, etc.).

Because the information submitted is inadequate to even begin a code review on the plans, the City will proceed to a hazardous structure declaration. You may at any time submit plans that address all the required information. All additional materials submitted must be uploaded through the city's portal into permit number 3712. Your access code is 10126. We will upload the materials provided to date, but it will be your responsibility to upload any additional materials.

If you have questions, please contact me at 952-960-7907 or building@ci.shorewood.mn.us.

Sincerely,



Wade Woodward
Building Official
City of Shorewood

Attachments: handouts previously provided and highlighted, lists of required materials from the referenced engineering reports



June 14, 2023

Mr. Joshua Riedel
Mr. Jeremy Riedel
5815 Club Lane
Shorewood, MN 55331

**Delivered via
Process Service**

Final Notice to Correct Code Violation / Hazardous Structure – 5815 Club Lane

Dear Messrs. Riedel and Riedel,

The current structure at your property has been of considerable concern to the City of Shorewood for several years. The remodeling and addition to the original structure is extensive, lacks property permitting, and fails to meet building code requirements. The building poses a threat to the health, safety and welfare of the community, and you have been previously notified / to correct the current conditions by either removing the structure or by bringing the structure into full compliance with the State Building Code as well as local ordinances.

If you wish to bring the structure into compliance, you must provide the following information regarding your property at 5815 Club Lane in Shorewood, MN to the Building Official, by July 21, 2023:

1. Provide **Engineering & Structural Testing** prepared by a structural engineer licensed in the State of Minnesota to address all the structural problems that were identified in the March 28, 2019, **Oswell Structural Engineering Report** and the September 12, 2022, **Bolton and Menk Structural Engineers Report**.
2. Provide stamped **Engineered Drawings** prepared by a structural engineer licensed in the State of Minnesota for brace wall, up lift, and wind perpendicular design for current built structures as identified in the **Oswell & Bolton & Mink Engineering Reports** supporting the alternative construction methods.
3. Provide a **Current Survey** showing all structures, driveways, patios, steps, and sidewalks, with all impervious surface calculations. Provide foundation elevation, lowest floor elevations, drainage elevation changes, and any swales and berms with drainage arrows indicating appropriate drainage. *Show Addition on Survey →*
4. Provide a **Scope of Work** for the construction of the project with a schedule timeline outlining when the job will be started and completed.
5. Provide fair market **Construction Cost** for additions and remodeling project; must include labor and new material cost in the total construction cost.

Additionally, please complete the City's Residential Building Permit Application and submit the required information, which is attached to this letter for your reference. All permit applications are online on the City of Shorewood website at www.ci.shorewood.mn.us under the *Apply for Permit* tab.

The above process is your last opportunity to remedy the violations. After submission of all the requested materials, you must receive a building permit from the City within 60 days. Finally, if you receive a building permit, you must complete the project within 180 days of issuance.

In the alternative, should you choose to remove the structure, please provide a detailed plan, schedule, and quotes for the following:

1. Disconnect all public and private utilities and services.
2. Complete hazardous material mitigation
3. Remove the structure
4. Inspect, fill, grade, and restore the site
5. Erosion control and tree preservation plans

If the City is not in receipt of the above information by the end of business on July 21, 2023, the City will commence a hazardous building action to have the structure removed. If any of the above deadlines are not met, the City will commence a hazardous building action.

Please contact the Building Official, Wade Woodward, 952-960-7907 or building@ci.shorewood.mn.us with any questions you may have.

Sincerely,



Marc Nevinski
City Administrator

Enclosures:

Residential Building Application Checklist
Survey Requirements List
Demolition Checklist

Copy:

Wade Woodward, Building Official
Marie Darling, Planning Director
Jared Shepherd, City Attorney

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



Information required for a new residential one- and two-family construction building permit: See section 10 for detailed information.

1. Signed and completed Building Permit application form.
2. One copy of detailed plans drawn to scale, including the following:
 - A. A foundation plan
 - B. Floor plan(s)
 - C. Cross section(s)
 - D. Elevation plan(s)

These plans are to reflect design and materials which meet or exceed the standards of the current Minnesota State Building Code. Plans which are code deficient require more review time, may be returned for corrections, and delay the issuance of permits. Note: When plans or details are prepared by an Engineer registered under the laws of the State of Minnesota, they are required to be stamped and signed, or sealed on each applicable page per Minnesota Rules 1800.4200. Concrete or masonry foundation walls exceeding 10 feet in height, are required to be designed by a Structural Engineer registered by the State of Minnesota.

1. A completed Combustion and Make-Air Submittal forms and ACCA Manual J.
2. An accurate Certificate of Survey prepared by a Minnesota Registered Land Surveyor, meeting all requirements set forth in the City's survey requirements, available on the City webpage or by request.
3. One copy of a completed energy code compliance certificate. Cross section drawings shall include proposed insulation for foundations, rim joist areas exterior walls, and attic spaces, location and materials proposed for interior air barrier, vapor retarder, exterior wind-wash barrier, roof truss heel height where applicable, and the radon mitigation pipe location.
4. Tree Preservation Plan and Tree Inventory (for New Construction only). Refer to the Shorewood Tree Preservation and Replacement Plan.
5. Stormwater Management Plan for any application increasing impervious surface by 1000 square feet must include:
 - A. Hardcover calculation current and proposed.
 - B. Drainage calculations and modeling
 - C. Drainage Map

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



6. Construction Management Plan showing all material storage and all construction parking onsite. No construction related parking is allowed on a city street at any time. A *Stop Work Order* will be posted for violations.
7. List of all subcontractors contact information is required.
8. Information required on building plans for single and two-family dwellings (Additional information may be required by the Building Official).

A. Foundation Plan

- i. Exterior wall dimensions
- ii. Interior wall dimensions
- iii. Overall building dimensions
- iv. Decks and porches (location & size including size and spacing of footings, floor joists, beams, wall bracing)
- v. Exterior footing and foundation size
- vi. Window and door sizes
- vii. Location of required egress window or exit door (include window well size and materials)
- viii. Cantilevers (location, size and spacing of framing)
- ix. Brick ledge locations
- x. Interior wall construction (location, size, and spacing of framing)
- xi. Headers/beams (location, size and type)
- xii. Pad footings (location and size)
- xiii. Interior stairways (location, size, and direction of travel)
- xiv. Braced wall lines and braced wall panels. All exterior walls shall be braced in accordance with R602.10. In addition, interior braced wall lines shall be provided in accordance with R602.10.1.1. Wall bracing methods shall be clearly identified and labeled on the plan. Note that *Engineered Brace Wall Designs* may be required by the Building Official.
- xv. Location of furnace, water heater, sump pump, floor drains, plumbing stack, smoke detector, bathroom fixtures, exhaust fans, and the radon mitigation pipe.
- xvi. Room titles
- xvii. Unexcavated areas
- xviii. Crawl space (access, size, and location: type and thickness of insulation)
- xix. Floor Joist (size and spacing)
- xx. Treated plate material.

B. Floor plan

- i. Exterior wall dimensions
- ii. Interior wall dimensions
- iii. Overall building dimensions

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



- iv. Deck and porches (including direction, size, and spacing of rafters, header sizes, wall bracing methods, and location of stairways)
- v. Window and door sizes
- vi. Cantilevers (location, size, and method of construction)
- vii. Fireplace (location, type, hearth dimensions and required clearances to combustibles for masonry fireplaces)
- viii. Brick ledge location
- ix. Attic Access (size and locations)
- x. Floor joists (size, spacing and direction)
- xi. Rafters/trusses (size, spacing, and direction); include location of all girder trusses.
- xii. Braced wall lines and braced wall panels. All exterior walls shall be braced in accordance with R602.10. In addition, interior braced wall lines shall be provided in accordance with Section R602.10.1.1.
- xiii. Location of bathroom fixtures, exhaust fans, kitchen cabinets, smoke detectors, furnace flue and plumbing stack, and radon mitigation pipe.
- xiv. Room titles
- xv. Headers/beams (location, size, and type)
- xvi. Interior stairways (location, size, and direction of travel)
- xvii. Guardrails (height and spacing of intermediate rails)
- xviii. Garage fire wall (type of construction, including type of door into dwelling)

C. Cross Section Drawings

- i. Footing size (exterior and interior load bearing)
- ii. Drain tile location
- iii. Detail showing the braced wall panel connections (above and below the indicated panels). Details should show connections for exterior and interior panels.
- iv. Foundation (size of block, or width and reinforcement of poured concrete walls, or stud wall assembly)
- v. Anchor bolts (size and spacing)
- vi. Sill material (size and type)
- vii. Foundation insulation (thickness and "R" value)
- viii. Basement floor thickness and type of vapor retarder beneath slab
- ix. Stairway (rise/run, handrail height, headroom clearance)
- x. Subfloor/underlayment (type and thickness)
- xi. Exterior wall construction (type and thickness of siding, exterior building paper, sheathing, studs, insulation, vapor barrier and wall bracing)
- xii. Interior finish material (type and thickness)
- xiii. Interior bearing wall location.
- xiv. Ceiling height

RESIDENTIAL BUILDING APPLICATION REQUIREMENTS



- xv. Roof construction (type and thickness of roof sheathing, roof covering, soffit/fascia, insulation, vapor barrier)
- xvi. Roof/ceiling framing (size, type and spacing)
- xvii. Soffit and tunnel ventilation

D. Building Elevation Drawings

- i. Roof pitch
- ii. Roof ventilation (location and quantity)
- iii. Roof overhang dimension
- iv. Siding material (including water resistive barrier material)
- v. Location of all windows and doors
- vi. Location of all decks/porches
- vii. Location and height of chimney(s)
- viii. Location of address number (4-inch minimum height required)
- ix. Specification of caulking and flashing at all exterior openings (including kick out flashing locations)
- x. Accurate view of each elevation with respect to grades as indicated on the Certificate of Survey
- xi. The stamped "Approved" building plans and Inspection Record Card shall be made available to the inspectors during their inspection. The Inspection Record Card shall be posted on the construction site until the Final Inspection is made.
- xii. A as-built Survey is required prior to the issuance of a Certificate of Occupancy

Survey Requirements for Permit Applications



Each permit application for a new building or addition shall be accompanied by survey of the property and information on the location and the dimension of existing and proposed buildings, locations of easements crossing the property, encroachments, and any other information which shall be necessary to ensure conformance with the City ordinances and include the following:

- 1) All existing buildings with dimensions of each and the distance measured from the lot lines and from any wetlands or wetland buffers (when applicable) to the nearest point of each building.
- 2) All proposed buildings with dimensions of each and distance measured from the lot lines and from any wetlands or wetland buffers (when applicable) to the nearest point of each building.
- 3) Elevations to sea level datum of the center line of the nearest street at points where the sideline of proposed buildings extended to intersect said street.
- 4) Proposed elevations to sea level datum of the top of foundation, garage floor, lowest floor, and lowest opening.
- 5) The approved lowest floor minimum elevation shall be no less than two feet above the established 100-year flood plain elevation as determined by the City Storm Water Drainage Plan and/or the Federal Flood Insurance Map, subject to approval by the City Engineer. The lowest opening shall be no less than one and one-half feet above the highest point of any adjacent emergency flow.
- 6) Existing and proposed elevations to sea level datum of grade at each property corner and within five feet of foundation on all sides of proposed buildings.
- 7) Proposed slope or grade of ground for not less than 25 feet in front of and behind foundation and topographical information at two-foot contours depicting (existing and proposed) elevation within 15 feet of all sides of the building foundation or to the property line, whichever is greater. Water runoff shall be properly channeled by use of swale or other approved means to storm drains, pond areas or other public facilities subject to the review and approval of the City Engineer.
- 8) Elevation to sea level of sanitary sewer main, if existing, at point of connection.
- 9) All existing utilities, easements, drainageways, waterways, ponds, and wetlands on or within the property, including the location and elevation of all emergency overflows.
- 10) For single- and two-family dwellings, the location of an attached or detached garage, containing at least two parking stalls, could be built in addition to the dwelling within ordinance setback standards.

Survey Requirements for Permit Applications



- 11) Certification that the building, proposed site grading, and erosion control measures are in accordance with the City-wide storm water drainage plans and/or grading plans approved by the City Engineer for the specific development or subdivision.
- 12) Certification that permanent iron monuments are in place at each lot corner.
- 13) Indication that permanent iron monuments are placed on each side of the lot a distance from the front lot line equivalent to the proposed front building setback line. In the event the distance from the sideline to the proposed building is greater than 30 feet, stakes shall be placed on the front building line a distance not to exceed 30 feet from the proposed building.
- 14) Location of existing buildings on adjacent properties, within 25 feet of the lot lines, to include top of foundation elevation and distance to front and side lot lines.
- 15) **Location of all current buildings and proposed additions, driveways, decks, porches, patios, stairways, sidewalks, cantilevers, fireplaces, sheds, bay and bow windows with current and proposed hardcover calculations.**
- 16) Location and elevation of all sanitary and storm sewer manholes, hydrants and catch basins.
- 17) The location of all proposed driveways, curb cuts, and retaining walls, including proposed driveway slope and height of retaining wall.
- 18) Indication, with arrows, the direction of proposed surface drainage in accordance with the City-wide storm water drainage plans and/or grading plans approved by the City Engineer for the specific development or subdivision.
- 19) For properties which abut lakes and/or ponds, indicated by contour line, the ordinary high-water level (OHWL) elevation and distance to the nearest point of the proposed building.
- 20) Proof proposed building is located on parcel of land abutting on a street or highway which said street or highway has been approved by the city, and otherwise meets the requirements of Minnesota Statutes, Section 462.358, as amended.
- 21) Location of erosion control devices, including any permanent or temporary erosion control measures shown on an approved grading plan.
- 22) If the lot is subject to the City's wetland buffer regulations, indicate the location of the designated wetland buffer area as shown on the approved grading plan together with the location of permanently installed wetland buffer monument signage.
- 23) Location of all required and existing rain gardens.

Survey Requirements for Permit Applications



- 24) For properties located within a shoreland management overlay district, provide total percentage of impervious surface area coverage on the survey and the requirements of 1201.03 subd.2.u. of the City's Zoning Regulations.
- 25) If the lot is subject (New House) to the City's tree preservation regulations, indicate the construction zone and areas of tree removal and tree preservation.
- 26) For single- and two-family dwellings on a survey or a separate landscape plan, indicate the location, size, and species of the required tree replacement shall be based on Chapter 1103 of the City's Tree Preservation Plan.



Checklist for Demolition Permit

(MUST be included when applying for permit)

Project Name: _____ Date: _____

Address: _____ Municipality: _____

Owner's Name: _____ Telephone Number: _____

Contractor's Name: _____ Telephone Number: _____

Detailed explanation of work to be performed:

Yes No

Will the demolition work disturb greater than one acre of land? Disturbed land includes: land used for stockpiling; land surrounding the structure that is to be demolished that will be altered during the final excavating work; the land where the removed structure was located; construction site entrance.

IF YES: Separate Stormwater Pollution Prevention Plan (MPCA) and local MS4 requirements may apply.

IF NO: Sediment and erosion control practices must be maintained and local MS4 requirements may apply.

Submit the following documentation:

Yes No N/A

1. A set of site plans verifying the location and size of structure(s) being demolished.

2. A set of plans showing the area of interior/exterior demo work.

3. A written description of building or structure demolition method.

4. A written verification and/or site plan identifying the type of pedestrian protection being provided, including description of type, location, and height of fencing to be used.



Yes No N/A

5. A performance bond, letter of credit, escrow, or securities if required in accordance with City Code Section 900 *Right of Way*.
6. A *Demolition/Renovation Notification* submitted to the Minnesota Pollution Control Agency. (Under Section 40 of the Code of Federal Regulations Part 61(M), if the structure is regulated, you must submit a Notice of Intent to Perform a Demolition. Single family dwellings are generally exempt.)
7. All utilities (including communications, electric, gas, sewer and water) properly terminated.
8. All wells properly abandoned in accordance with State Health Department regulations.
9. Septic tanks pumped and removed.
10. Removal of any underground storage tanks.
11. All hazardous materials removed and disposed of in accordance with Minnesota Pollution Control Agency requirements. See the MPCA documents *Pre-Renovation/Demolition Environmental Checklist* and *Pre-Renovation or Demolition Requirements* (attached) for more information.

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

RESOLUTION 23-120

**A RESOLUTION ORDERING REPAIR OR REMOVAL
OF HAZARDOUS CONDITIONS**

WHEREAS, the City staff of the City of Shorewood have attempted without success to have the occupant of certain property remedy the hazardous and unsafe conditions of the property at 5815 Club Ln, City of Shorewood, County of Hennepin, State of Minnesota 55331, with a legal description of: Lot 45, Auditor's Subdivision No. 133, Hennepin County, Minnesota, and a Parcel Identification Number (PID) of: 33-117-23-42-0001 (“Subject Property”); and

WHEREAS, the City Council has determined that the building on the property constitutes a hazardous property due to inadequate maintenance that constitutes a fire and safety hazard to public safety or health within the meaning of Minn. Stat. § 463.15, subd. 3; and

WHEREAS, the City Council has fully considered all evidence relating to the code violations at the Subject Property. Said evidence is attached hereto as exhibits. The exhibits include the following documents:

- a. **Exhibit A:** Ownership and Encumbrance report for Subject Property
- b. **Exhibit B:** Photographs of the Subject Property taken by building inspector (MNSPECT)
- c. **Exhibit C:** Inspection reports from the Subject Property
- d. **Exhibit D:** Building Permit Application and Related Correspondence

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA, MAKES THE FOLLOWING:

FINDINGS

1. The above recitals are incorporated as if fully set forth herein.
2. Jeremy Riedel and Joshua Riedel own the Subject Property. Joshua Riedel occupies the property. US Bank, N.A., a Minnesota corporation, holds a recorded interest in the property from a mortgage instrument dated October 18, 2006, recorded as Document No. 8891203 on November 13, 2006, and transferred on January 27, 2023, recorded as Document No. 11182440 on February 17, 2023. There are currently no other lienholders of record of the Subject Property.
3. The Subject Property contains a single-family home. The Owners constructed an addition, deck, and other improvements (collectively, the “Addition”) adjacent to, over, and

supported by the original home. The Addition was constructed without proper building permits or engineering designs, and in violation of a City stop work order.

4. The Addition contains nonstandard and questionable building techniques that require engineering controls to ensure compliance with the building code and IPMC. The IPMC, § 304.4, requires that all structural members be capable of safely supporting the imposed loads. IPMC § 304.1.1.2 requires adequate anchoring of structures to the foundation. IPMC § 304.1.1.6 requires proper foundation systems. IPMC § 305.1.1.2 requires anchoring of interior structural elements. IPMC § 305.1.1.4 prohibits structural members that cannot support the necessary loads. IPMC § 305.1.1.5 requires that all stairs have proper guards and handrails. The roof trusses of the Addition have rusted hangers and nails, possible improper use of hangers, and uncovered truss eaves, raising questions about their ability to sustain the required loads. The Addition was also constructed in a way as to increase loading on the original roof and supporting structure. The necessary analysis to determine whether the structure can safely support this increased loads has not been completed. The structural members are not attached using standard construction practices, including improper use of bracket connections and improperly sized attachments for posts to foundation elements. There are nonstandard elements, including cantilevers and framing around window and door openings, that are not adequately supported by engineering analysis to ensure safety. The basement and garage of the Addition lack proper slabs and contain uncompacted soils. The basement and foundations of the Addition contain cripple walls that require special engineering or construction methods, but there is no record of either to ensure the structural stability of the walls. The Addition contains stairs that lack guards or handrails. These conditions constitute hazards to the public safety and health and violations of the IPMC.

5. IPMC § 304.1.1.12 requires that all exterior decks contain proper guards and handrails and are properly anchored with connections capable of supporting the necessary loads. The Addition lacks guards or handrails. The Addition contains a deck/porch that is supported by a beam resting freely on the previously existing porch's step with no means of attachment. These conditions constitute a hazard to the public safety or health and violations of the IPMC.

6. IPMC § 304.4 requires that all structural members be maintained free from deterioration. IPMC § 304.5–.6 require that exterior walls and roofs provide adequate protection from the elements. The Addition contains potential moisture damage throughout. This can be observed as swelling, sagging, and staining on wood members, and rust and corrosion on metal hangers and components, throughout the Addition. The roof of the Addition contains unblocked truss eaves that do not provide adequate protection from the elements. These conditions constitute a hazard to the public safety or health and violations of the IPMC.

DECISION

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA, based upon the information received and the above Findings, the following:

1. The Subject Property contains violations of City Code and the 2012 International

Property Maintenance Code (IPMC). *See also* City Code § 1004.04, subd. 1 (adopting the IPMC by reference within the City).

2. The Subject Property, which is located in Shorewood, Hennepin County, constitutes a health and safety hazard within the meaning of Minnesota Chapter 463. Specifically, the Subject Property contains conditions and improper construction that constitute a fire hazard and a hazard to public safety or health. Minn. Stat. § 463.15, subd. 3.
3. Consistent with the professional opinion of the City’s engineering consultants, the above conditions cannot be practically remedied, and that the Addition must be removed and the original house reinspected to insure continued safety and compliance with building code and the IPMC.
4. Pursuant to Minnesota Statutes § 463.16 *et seq.*, the City hereby adopts and approves the Order for Repair and Removal of Hazardous Conditions attached hereto as **Exhibit E**.
5. The City’s legal counsel, Campbell Knutson, P.A., 860 Blue Gentian Road, Suite 290, Eagan, Minnesota 55121, is directed to serve the Order for Repair and Removal of Hazardous Conditions and to proceed with enforcement in accordance with Minn. Stat. § 463.15 *et seq.*

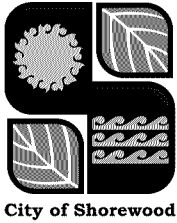
ADOPTED by the City Council of Shorewood, Minnesota this 27th day of November, 2023, by the City Council of the City of Shorewood, Minnesota.

CITY OF SHOREWOOD

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Property and Casualty Insurance Renewal Premium
Meeting Date: November 13, 2023
Prepared by: Marc Nevinski, City Administrator
Reviewed by: Joe Ridgon, Finance Director
Attachments: Renewal Premium Summary

Background

The City’s property and casualty insurance policy for 2024 with the League of Minnesota Cities Insurance Trust is updated annually. The renewal summary is attached. Coverages remain the same from 2023, although there are options to increase certain coverages which are discussed below. The premium increased from \$90,113 for 2023 to \$112,656 for 2024.

- Property premium is up due to:
 - Annual inflation
 - 5% rate increase
- Mobile Property and Equipment Breakdown premium is up as this is tied to the manual premium for property.
- Municipal Liability is up due to:
 - The experience mod increasing from 1.054 to 1.321
 - 5% rate increase
 - Large increase exposures
- Auto Liability/Auto Physical Damage premium is up due to:
 - 5% rate increase
- No Fault Sewer Backup premium is up due to:
 - Rate Increases
- Excess Liability is up to due to changes in exposures plus a 15% rate increase.

Page 2 of the renewal summary includes quotes for \$2M Excess Liability and \$500K First Party Cyber coverage. The increase of Excess Liability coverage from \$1M to \$2M would result in an increase in premium from \$13,710 to \$19,788. Increasing the First Party Cyber coverage from \$250,000 to \$500,000 would result in an increase of premium from \$2,912 to \$4,368. These can be added to the City’s coverage at any time. The Council should decide if it wishes to increase one or both of these coverages.

Financial Considerations

The 2024 budget includes \$125,000 for insurance coverage. If the Council wishes to maintain the current coverage amounts, the premium would be \$112,656. Budget exists should higher coverage amounts be desired for Excess Liability and First Party Cyber.

- If only Excess Liability coverage is increased to \$2M, the premium would be \$120,059.

- If only First Party Cyber coverage is increased to \$500,000, the premium would be \$114,112.
- If Excess Liability coverage is increased to \$2M and First Party Cyber coverage is increased to \$500,000, the premium would \$121,515.

Action Requested

Motion to approve the property and casualty renewal premium of \$_____, which includes First Party Cyber coverage of \$_____ and Excess Liability coverage of \$_____, and authorize the City Administrator to execute any documents necessary to implement the coverage. A majority vote by the Council is required.



November 20, 2023

Corporate 4 Insurance

Covered Party: City of Shorewood

Effective Date: 11/1/2023

RENEWAL PREMIUM SUMMARY
Common Coverages

Coverage	Limit	Deductible	Premium
• Property		\$ 2,500.	\$37,632.
• Mobile Property		2,500.	2,450.
• First Party Cyber	250,000	500.	2,912.
• Municipal Liability		2,500.	41,742.
• Automobile Liability		2,500.	3,398.
• UM/UIM \$200,000 all owned autos		2,500.	Included.
• Basic Economic Loss Benefits (PIP) all owned autos		2,500.	Included.
• Automobile Physical Damage		2,500.	2,595.
• Crime	250,000	500.	Included.
• Petrofund		NA.	Included.
• Defense Cost Reimbursement		NA.	Included.

Auto Experience Mod: 0.95
Municipal Liability Experience Mod: 1.321

The modifiers are calculated with a formula which compares the city's actual loss history with the amount of losses that would be expected for a city of that size if the city were a perfectly average LMCIT member. If the city's losses and expenses are better than average the city receives a premium credit. If the city's losses and expenses are worse than average, the city receives a premium debit.

Optional Coverages

Coverage	Limit	Deductible	Premium
• Bond	\$ 300,000.	2,500.	526.
• Equipment Breakdown		2,500.	3,218.
• Excess Liability	\$ 1,000,000.	NA.	12,385.
• Liquor Liability	\$	NA.	Not Covered.
• Fireworks			Not Covered.
• No Fault Sewer Back Up Limit:	\$ 25,000.	2,500.	5,798.
• Airport Liability			Not Covered.
		TOTAL:	\$112,656.

DO NOT PAY UNTIL YOU RECEIVE INVOICES

TORT LIMIT: \$500,000/\$1,500,000

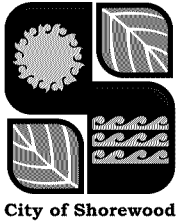
LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST

145 UNIVERSITY AVE. WEST PHONE: (651) 281-1200 FAX: (651) 281-1298
ST. PAUL, MN 55103-2044 TOLL FREE: (800) 925-1122 WEB: WWW.LMC.ORG

Optional Coverage Quotes

Coverage	Deductible	Approximate Premium
\$2 Million Excess Quote	_____	\$19,788.
\$500K First Party Cyber Quote		\$4,368.

Optional coverage(s) are not bound unless the covered party has requested that coverage be bound and LMCIT has sent a written confirmation. Optional coverage quotes are valid for 30 days after the date of this letter.



Title/Subject: Premium Option Workers Compensation Insurance
Meeting Date: November 27, 2023
Prepared by: Marc Nevinski, City Administrator
Reviewed by: Joe Rigdon, Finance Director
Attachments: Notice of Premium Options

Background

The City is required to carry workers' compensation insurance and does so through the League of Minnesota Cities Insurance Trust. By law cities must pay workers' compensation benefits to their employees for injuries from accidents in the course of city employment. The number of employees in higher injury prone positions typically have higher premium amounts than employees in lower injury prone positions. The City's experience modification rate is good which helps to lower the premium amount.

The City may select one of three premium options outlined on page 2 of the attached quote.

- 1) The **Regular Premium Option** is a guaranteed cost option. The rate is based on the City's payroll and experience modification over the past three years. Historically, this has been the option the City has selected as it is predictable for and simple to administer.
- 2) The **Deductible Premium Option** lowers the premium amount but increases the risk of expense to the City if an occurrence(s) happen. The City will be billed for medical losses up to the per-occurrence deductible. If selecting this option, it will be important to know how any obligations will be funded.
- 3) The **Retrospective Option** is an alternative method of determining the premium. Good experience can result in savings, but injuries or a single event can increase the premium. The final premium is the minimum premium plus incurred losses, and adjustments are made based on experience, first at six months and then annually. This is a much more complex option to administer and, like option 2, must be planned for and could be more expensive if events occur.

Staff recommends selecting the Regular Premium option due to the size, staffing and resources available in the City of Shorewood.

Financial Considerations

Workers compensation premiums are factored into the 2024 budget and billed to each department.

Action Requested

Motion to approve selection of the Regular Premium option and authorize the City Administrator to execute the Notice of Premium Options. A majority vote by the Council is required.

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044

Notice of Premium Options for Standard Premiums of \$50,000 - \$100,000

SHOREWOOD, CITY OF
 5755 COUNTRY CLUB ROAD
 SHOREWOOD, MN 55331-8926

Agreement No.: WC 1004702_Q-7
 Agreement Period:
 From: 11/01/2023
 To: 11/01/2024

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
----------------------------	-------------	-------------	------------------------------	----------------------------

SEE ATTACHED SCHEDULE FOR DETAILS

	Manual Premium	108,913
Experience Modification	0.70	-32,674
	Standard Premium	76,239
Deductible Credit	0.00%	0
	Premium Discount	-6,768
	Net Deposit Premium	\$69,471
	Adjustment for Commission*	0
	Total Net Deposit Premium	\$69,471

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
 00516 Corporate 4 Insurance Agency Inc
 7220 Metro Blvd
 Edina, MN 55439-2128

Notice of Premium Options for Standard Premiums of \$50,000 - \$100,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1.	<input type="checkbox"/> Regular Premium Option	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
		69,471	0	69,471

2. **Deductible Premium Option**
 Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 76,239. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	Deductible per Occurrence	Premium Credit	Credit Amount	Net Deposit Premium	Commission Adjustment	Total Net Deposit Premium
<input type="checkbox"/>	\$250	0.70%	-534	68,937	0	68,937
<input type="checkbox"/>	\$500	1.20%	-915	68,556	0	68,556
<input type="checkbox"/>	\$1,000	2.00%	-1,525	67,946	0	67,946
<input type="checkbox"/>	\$2,500	3.50%	-2,668	66,803	0	66,803
<input type="checkbox"/>	\$5,000	5.50%	-4,193	65,278	0	65,278
<input type="checkbox"/>	\$10,000	8.00%	-6,099	63,372	0	63,372
<input type="checkbox"/>	\$25,000	12.50%	-9,530	59,941	0	59,941
<input type="checkbox"/>	\$50,000	17.50%	-13,342	56,129	0	56,129

3. **Retrospective Rates Premium Option**

	Retro-Rated Minimum Factor	Est. Minimum Premium	Retro-Rated Maximum Factor	Est. Maximum Premium
<input type="checkbox"/>	0.626 %	47,726	1.300 %	99,111
<input type="checkbox"/>	0.590 %	44,981	1.500 %	114,358
<input type="checkbox"/>	0.521 %	39,721	2.000 %	152,478

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature	Title	Date
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**Notice of Premium Options for Standard Premiums of \$50,000 - \$100,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

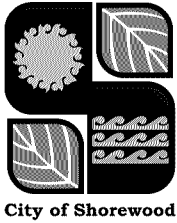
<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST. PREM</u>
728,851	9.66	5506	STREET CONSTRUCTION	70,407
230,642	4.06	7520	WATERWORKS	9,364
604,847	0.76	8810	CLERICAL OFFICE EMPLOYEES NOC	4,597
60,627	2.66	9063	COMM. CENTERS-ALL EMPLOYEES & CLERICAL	1,613
241,809	7.91	9102	PARKS	19,127
390,577	0.95	9410	MUNICIPAL EMPLOYEES	3,710
25,500	0.00	9411	ELECTED OR APPOINTED OFFICIALS	95
Manual Premium				108,913

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
145 University Avenue West St. Paul, MN 55103-2044

DEFINITION OF CITY ENDORSEMENT

It is agreed and understood the "City" named in item 1 of the Information Page is amended to include:

EDA



Title/Subject: Participation in DuPont and 3M PFAS Settlements
Meeting Date: November 27, 2023
Prepared by: Marc Nevinski, City Administrator
Reviewed by: Jared Shepherd, City Attorney
Matt Morriem, Public Works Director
Attachments: MDH Memo-Shorewood
Retainer Agreement

Background

The City of Shorewood has received notice of two class action settlements of various claims against chemical companies (DuPont and 3M) for the proliferation of PFAS in public water systems. The settlements arise out of multi-party, multi-district litigation venued in South Carolina. The settling defendants have agreed to pay amounts subject to the final settlement approval of the Court. If an eligible water system operator (“system”) does not opt out by the deadlines established in the settlements (Dec 4 for 3M and Dec 11 for DuPont) it will automatically be included in the settlement and will be precluded from bringing its own lawsuit against DuPont or 3M for PFAS damages.

Systems with detected PFAS in at least one water source (defined as a Phase One claimant in the settlement documents) and that do not opt out will have to submit claim forms with testing data to receive a share of the settlement funds. For entities that did not opt out of the settlement, they will have only 60 days after the final approval of the settlement to submit their claims form otherwise they will not receive payment. Phase Two claimants are systems that have not detected PFAS but are required to test by the EPA or that serve more than 3300 people.

A public water system operator that opts out of the class settlement will not be eligible to receive any payment from the settlement, although it would not be precluded from bringing its own lawsuit against DuPont or 3M for damages caused by PFAS. Systems that do not wish to participate in the settlement may opt out by completing a notice of intention to opt-out.

Under the timelines, systems will not be able to see how much money that are entitled to under the class settlement until after decide whether to participate. Systems who have already detected PFAS in at least one source, and who don’t opt out of the settlements, must submit a claim form containing data about their PFAS impacts after approval of the settlements by the Court. A claims administrator will make the final determination of each water system’s share of the settlement funds. More information about the settlements can be found at www.PFASWaterSettlement.com and more information about PFAS in general can be found on the Minnesota Department of Health website.

Shorewood is a Phase One eligible claimant based on sampling of one well as part of the Statewide PFAS Monitoring Project. The sampling found a detectable amount of a PFAS known as PFBA, which was measured at 0.0067 ug/L (parts per billion), well below the MDH guidance of 7.0 ug/L. (Note that the MDH Dashboard expresses PFBA's in parts per *trillion* or *ng/L*.) Per the [information about PFBA's](#) from the Minnesota Department of Health, a person drinking water at or below the guidance level would have little to no risk of health effects.

There are multiple defendants and types of claims in the multi-district litigation. Lockridge Grindel Nauen and Napoli Shkolnik is serving as local counsel in this litigation and would be able to file claims on behalf of the City of Shorewood on a 25% contingency basis. Should additional similar settlements arise and could a

Financial Considerations

The City appears eligible for a settlement award, but the exact amount is currently unknown. The award amount will be based on the concentration of PFAS identified in a water system and the system's flow. If the City chooses to enter into an agreement with Lockridge Grindel Nauen, it would be charged 25% of the settlement award.

Action Requested

Motion directing the City to remain in the settlement class, directing the submission of the settlement claim forms, and authorizing the Mayor to sign the attached Retainer Agreement with Lockridge Grindel Nauen P.L.L.P. and Napoli Shkolnik.

A majority vote by the Council is required.

memo

DATE: October 14, 2022
TO: Shorewood
FROM: Steve Robertson
Supervisor, Source Water Protection Unit
SUBJECT: Statewide Perfluoroalkyl Substances (PFAS) Monitoring Project

Below please find your system's sampling results for the Statewide PFAS Monitoring Project. Sampling was conducted on 10/6/21.

Sampling results

PFAS contaminant detected	Maximum concentration (µg/L) ¹	MDH health value (µg/L)
PFBA	0.0067	7

All sampling results were below the available health-based guidance values for PFAS. A person drinking water at or below the guidance value would have little or no risk for health effects.

Next Steps

Since PFAS sampling is not required by the EPA, you are not required to include these results in your consumer confidence report (CCR). However, MDH recommends that you include them in your next CCR and can provide resources to help you give context about what these results mean.

About the project

Minnesota Department of Health (MDH) has been studying the potential health impacts of PFAS in groundwater in Minnesota since 2002. This project is part of a larger effort at MDH to sample all community water systems (CWSs) for PFAS. MDH aims to cover 90% of CWS customers under its PFAS monitoring program by 2025. The project has been made possible through funding from the Clean Water Fund and U.S. Environmental Protection Agency. Sampling results from all systems that participated in the study will be included in an interactive mapping application on the MDH website. MDH will also be providing these results to the Minnesota Pollution Control Agency to make them aware of the contamination.

¹ One microgram per liter is the same as one part per billion (ppb).

PFAS RESULTS MEMO

- For more information about the PFAS monitoring in Minnesota, please visit [PFAS Testing of Public Water Systems](https://www.health.state.mn.us/communities/environment/water/pfas.html) (<https://www.health.state.mn.us/communities/environment/water/pfas.html>).
- For more information about Phase I of this project, see the infosheet [Statewide PFAS Monitoring Project \(PDF\)](https://www.health.state.mn.us/communities/environment/water/docs/statewidepfas.pdf) (<https://www.health.state.mn.us/communities/environment/water/docs/statewidepfas.pdf>).

If you have any questions about the results, please contact Jane de Lambert, the Project Manager, at (651)201-4692.

cc: Brian Noma, MDH District Engineer
Attachment

Minnesota Department of Health
PO Box 64975
St. Paul, MN 55164-0975
651-201-4700
health.drinkingwater@state.mn.us
www.health.state.mn.us

10/14/2022

To obtain this information in a different format, call: 651-201-4700.

RETAINER AGREEMENT

The **City of Shorewood, Minnesota** (“Client”) retains the Law Firms of Lockridge Grindal Nauen P.L.L.P. and Napoli Shkolnik (collectively “Law Firms”), as our attorneys to prosecute any legal claim for negligence (or other viable causes of action) against any and all parties individuals and/or corporations that may be liable under the law for injuries and/or property damages suffered by us and/or our members arising out of the contamination of water supplies, including, but not limited to, drinking water facilities, by per- and polyfluoroalkyl substances (*PFAS*) and other hazardous water contaminants. We specifically agree as follows:

1. **FEE PERCENTAGE:** Client and Law Firms agree that the Law Firms shall be paid Twenty-Five Percent (25%) of the sum recovered, whether by suit, settlement or otherwise. *Client will not be liable to pay the Law Firms if there is not any form of recovery.*

2. **DISBURSEMENTS:** In the event there is no recovery, the Client shall not be obligated to pay the Law Firms a legal fee for services rendered. Disbursements may include some of the following expenses: court filing fees, sheriff fees, medical and hospital report/record fees, doctor’s report, court stenographer fees, deposition costs, expert fees for expert depositions and court appearances, trial exhibits, computer on-line search fees, express mail, postage, photocopy charges, document management charges, long distance telephone charges among other charges. Document management charges are the fees charged by the law firm for processing documents during litigation, such as medical records, documents produced by defendant(s) and/or other parties, etc. Processing of the documents may include but is not limited to the following: (1) scanning; (2) conversion of native files to PDF documents; (3) OCR (optical code recognition); and/or (4) indexing. Prior to settlement, an itemization of these expenses shall be disclosed to the Client. At the time of settlement and distribution of proceeds, these expenses shall be deducted from the Client’s share after computation of the Attorney’s Fee.

3. **COMPUTATION OF FEES:** The contingency fee shall be computed on the gross recovery, resulting in a net settlement (or judgment), from which all appropriate disbursements in connection with the institution and prosecution of this claim is deducted, as set forth in paragraph 2 above. Examples of how a contingency fee is computed are as follows:

Gross settlement	\$100.00
25% Attorney’s Fee	<u>\$ 25.00</u>
Net settlement	\$ 75.00
Disbursements	- <u>\$ 10.00</u>
Net to Client	\$ 65.00

4. **WITHDRAWAL:** The Law Firms expressly reserve the right to withdraw their representation at any time upon reasonable notification to the Client. In the event that the Client advises the Law Firms to discontinue the handling of this claim, or if the Client fails to cooperate with the Law Firms in the handling of this claim, Client agrees to compensate the Law Firms a reasonable amount for their services, and for the time spent on this claim on an hourly basis or under such other arrangement that may be agreed upon by the parties. The Client understands that

the Law Firms have conditionally accepted this case based upon independent confirmation of all facts and injuries claimed to have been sustained by Client. In the event that the Client desires to transfer the file from this office, the Client shall be responsible to compensate the Law Firms for the reasonable value of their services. Such transfer shall include documents or attorney work product regarding the general liability of the defendants, but it is understood that those documents are not exclusive to the Client and will also be retained by the Law Firms.

5. **APPEALS:** The above contingency fee does not contemplate any appeal. The Law Firms are under no duty to perfect or prosecute such appeal until a satisfactory fee arrangement is made in writing regarding costs and counsel fees.

6. **STATUTE OF LIMITATIONS:** We understand that any lawsuit must be commenced within a certain limited time period, (that may vary, depending upon the defendant) starting from the "discovery of the injury" or of "the date when through the exercise of reasonable diligence such injury should have been discovered... whichever is earlier". We further understand that the Statute of Limitations period for any case must be investigated, and that this Agreement is made subject to that investigation as well as an investigation of the entire case.

7. **RESULTS NOT GUARANTEED:** No attorney can accurately predict the outcome of any legal matter, accordingly, no representations are made, either expressly or impliedly, as to the final outcome of this matter. We further understand that we must immediately report any changes in address and telephone number to the Law Firms.

8. **APPROVAL NECESSARY FOR SETTLEMENT:** Attorneys have full authority to prepare, sign and file all pleadings, drafts, authorizations, and papers as shall be reasonably necessary to pursue this representation. Attorneys are also authorized and empowered to act as Client's negotiator in any and all negotiations concerning the subject of this Agreement, subject to approval of any settlement by the governing body of the Client.

9. **ASSOCIATION OF OTHER ATTORNEYS:** The Law Firms may, at their own expense, use or associate other attorneys in the representation of the aforesaid claims of the Client. Client understands that Law Firms employ numerous attorneys that may work on Client's case.

10. **ASSOCIATE COUNSEL:** The Law Firms may participate in the division of fees in this case and assume joint responsibility for the representation of the Client either in the event that the Attorney retains associate counsel or that the Client later chooses new counsel, provided that the total fee to the Client does not increase as a result of the division of fees and that the attorneys involved have agreed to the division of fees and assumption of joint responsibility. The Client will be advised of such joint responsibility and full disclosure will be made to Client regarding the division of fees so that the consent of the Client can be obtained.

11. **MINNESOTA LAW TO APPLY:** This Agreement shall be considered construed under and in accordance with the laws of the State of Minnesota and the rights, duties, and obligations of Client and of Attorneys regarding Attorney's representation of Client and regarding anything covered by this Agreement shall be governed by the laws of the State of Minnesota.

12. **MEDIATION:** In the event the Law Firms and the Client are unable to resolve any and all disputes, controversies, claims or demands arising out of or relating to (1) this

Agreement or (2) any provision hereof or (3) the providing of services by the Law Firms to Client or (4) the relationship between the Law Firms and Client, whether either party may make a written request to the other party to mediate the dispute. Upon such notice, the parties shall jointly select a mediator to assist in resolving the dispute. The parties shall share equally in the costs of the mediator, but shall otherwise pay their own costs related to the mediation. If either party determines they are not able to agree on a single mediator, they shall notify the other party in writing. Upon such notice, each party shall be responsible for selecting their own mediator. The two mediators shall then select a third. The mediation shall then be conducted by the three mediator panel. Each party shall be responsible for the costs of the mediator it selected and shall share equally in the costs of the third mediator. In the event mediation is unsuccessful, either party may exercise its legal or equitable rights.

13. **PARTIES BOUND:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors, and assigns. Client or the Law Firms can execute this document electronically, by indicating "I agree" (or similar language) via electronic mail after receiving the Agreement via electronic mail. By indicating "I agree" (or similar language) Client will be bound by the terms of the Agreement and is executing the document electronically via Client's electronic signature, indicated as "/s/" in the signature field and elects the Law Firms advance disbursements.

14. **LEGAL CONSTRUCTION:** In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

15. **PRIOR AGREEMENTS SUPERSEDED:** This Agreement constitutes the sole and only Agreement of the parties hereto and supersedes any prior understandings or written or oral agreement between the parties respecting the within subject matter.

We certify and acknowledge that we have had the opportunity to read this Agreement and have answered any questions pertaining thereto. We further state that we have voluntarily entered into this Agreement fully aware of the terms and conditions.

SIGNED AND ACCEPTED ON THIS _____ day of _____, 20 _____

CITY OF SHOREWOOD, MN

LOCKRIDGE GRINDAL NAUEN P.L.L.P.

By: _____

Robert K. Shelquist

Printed Name

Email Address: _____

Title: _____

NAPOLI SHKOLNIK

Address: _____

Phone: _____

Printed Name of Attorney



City Council Meeting Item

Item
8E

Title/Subject: Earned Sick and Safe Time (ESST) Policy
Meeting Date: November 27, 2023
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator
Attachments: Earned Sick and Safe Time (ESST) Policy
Resolution 23-122

Background

There have been numerous law changes affecting MN employers, with Earned Sick and Safe Time (ESST) providing maybe the most significant changes for employers in the coming year. Beginning January 1, 2024, Minnesota employers are required to provide employees up to 48 hours of paid sick time and safe leave for care of themselves and their family members, or another designee. Under the new law, an employee accrues “a minimum of one hour of earned safe and sick time for every 30 hours worked up to a maximum of 48 hours in one year” and a carry over limit of 80 hours of accrued ESST. All employees working over 80 hours in a calendar year are required to be covered including seasonal, temporary, and part-time employees. It should be noted that this law was not drafted with Public Employers in mind. Elected officials are not considered employees under the ESST law.

Shorewood’s current leave policies include sick leave and vacation leave banks. Shorewood’s sick leave accruals are in excess of the 48 hours required under the new law, providing for 96 hours per year, accrued at 8 hours per month for regular full-time employees and prorated for regular part-time employees working 20 or more hours per week. Shorewood currently provides no sick leave for part-time casual employees (community center attendants, etc.) or seasonal/ temporary employees.

ESST requires that employers now provide this leave which provides for a much broader definition of sick and safe time eligible uses and definitions of family members. In addition, ESST provides more protections from retaliation as defined below.

Employees may use accumulated ESST leave for absences from work for the following eligible uses:

- The employee or family member’s mental or physical illness, injury, or condition and related medical diagnosis, treatment, or preventative care; (illness)
- The employee or family member’s absence due to domestic abuse, assault, or stalking, and for seeking medical, victim, psychological, counseling, relocation, and legal services; (safety)

- Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; (closure) and
- When determined by a health authority or health care professional that an employee or family member is at risk of infecting others with a communicable disease. (illness).

Employees may use accumulated ESST leave for absences from work as described in the eligible uses section for themselves or an eligible family member as listed below:

- Their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis;
- Their spouse, or registered domestic partner;
- Their sibling, step sibling, or foster sibling;
- Their biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
- Their grandchild, foster grandchild, or step grandchild;
- Their grandparent or step grandparent;
- A child of a sibling of the employee (niece, nephew);
- A sibling of the parents of the employee (aunts, uncles);
- A child-in-law or sibling-in-law;
- Any of the above family members of a spouse or registered domestic partner;
- Any other individual related by blood or whose association with employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

An employer cannot discipline, discriminate, or otherwise retaliate against an employee for:

- Use of ESST or exercising their rights under ESST law;
- Informing another of their rights to use ESST;
- Making a complaint or filing an action to enforce ESST rights;
- Participating in an investigation or hearing related to the use of ESST or a claim of retaliation; and
- Attendance system cannot count ESST against employees.

The ESST state law does not preempt local ordinances with more generous benefits (Minneapolis, St. Paul, Bloomington, Duluth) and if your policy already meets or exceeds the requirements or does not conflict, some cities may not have much work to do.

In Shorewood, we are fortunate that we do offer a sick leave bank to most employees that meet or exceed the leave hour requirements. Our sick and safe leave policies do fall short of the new ESST requirements in the following ways:

- Casual Part-Time, Seasonal, Temporary employees do not receive sick leave;

- Sick leave policy eligible uses do not meet the new law requirements;
- Safe leave policy eligible uses do not meet the new law requirements;
- Sick leave policy definition of family does not meet the new law requirements;
- Safe leave policy definition of family does not meet the new law requirements;
- Earned Sick and Safe Time must be included in the Personnel Policy;
- Employers must provide notice to all employees that they are entitled to ESST; and
- Employers must post a notice of ESST at all locations that work is performed.

To comply with the new law and support Shorewood employees in the event they experience any of the concerning events covered by the new ESST law, staff is proposing the attached policy and resolution which will allow for earned sick and safe leave accruals for all employees as designated by their employee classification, effective January 1, 2024. In addition, staff will comply with all applicable laws as required by the new legislation.

See attached the Proposed ESST Policy incorporated into the Shorewood Personnel Policy Sections 1.04, 1.05, 8.03, and 8.04: The stricken language is included with a ~~strikethrough~~ and the proposed language in red.

Financial Considerations

As an employer, we pay for this benefit for our employees. We have added a sick leave benefit to a few categories of employees (Seasonal, Temporary, Casual Part-Time) that do not currently receive them.

Action Requested

Motion to approve Resolution 23-122, adopting the Earned Sick and Safe Time (ESST) policy into the Shorewood Personnel Policy, and complying with all applicable requirements of the new state law effective January 1, 2024. A simple majority vote is required.

Sick Leave – Earned Sick and Safe Time (ESST)

1.04. Scope of the Handbook

Subdivision 1. Personnel Covered

This Handbook applies to all City employees except when in conflict with State Law, Federal Law, or labor contracts. The types of employees include:

- 1) Regular Full-time Employee: A regular, full-time employee is defined as a person who has completed the required probationary period and who is employed on a regularly scheduled basis of forty (40) hours per week in a single job category contained in the City's Job Classification Plan.
- 2) Regular Part-time Employee: A regular, part-time employee is defined as a person who has completed the required probationary period and who is employed on a regularly scheduled basis for an average of at least twenty (20) hours per week, but less than forty (40) hours per week in a single job category contained in the City's Job Classification Plan.
- 3) Probationary Employee: A probationary employee is a person who has been hired in a regular full-time or regular part-time position who is serving their probationary period. See Section 3.10 in this handbook for further information on Probationary Periods.
- 4) Temporary Employee: These employees may be scheduled to work for a specified period of time. They are paid hourly and are eligible for overtime when incurred. ~~They are not eligible for any Shorewood provided benefits and no credit is given for seniority.~~
- 5) Seasonal Employee: An employee who works only part of the year to assist in temporary, seasonal work such as mowing, attending ice rinks, snow plowing, etc.
- 6) Casual Part-time Employee: A casual, part-time employee is defined as a person who is employed on an irregularly scheduled basis for less than twenty (20) hours per week.

1.05. Employee Classification and Hours of Work

Due to the necessity of providing service twenty-four hours per day, seven days per week, it is a reasonable condition of employment to require that employees work a regular schedule of hours as established by the City. Regular schedules may include shift rotation and emergency work schedules based on public necessity as determined by the City. The following are descriptions of the employee classifications and work schedules for the types of employees utilized by the City.

Employees are designated as either non-exempt or exempt from federal and state wage and hour laws. Non-exempt employees are entitled to overtime pay under specific provisions of federal and state wage and hour laws. Exempt employees are excluded from specific provisions of federal and state wage and hour laws and do not receive overtime pay.

1. Regular full-time and probationary full-time employees, set up in the annual budget, generally have a work schedule of forty (40) hours per week. Exempt employees are expected to work the hours necessary to complete their job duties. The City may require non-exempt employees to work overtime, as discussed in Section 6.02.
2. Part-time employees have a work schedule that is less than forty (40) hours per week. Only regular part-time employees who work an average number of hours equaling or exceeding twenty (20) hours per week, are eligible to receive employee benefits (i.e. vacation, sick leave, holidays, insurance, etc.) and these benefits shall be received on a pro-rata basis of hours worked in comparison to forty (40) hours per week. Part-time employees who work an average number of hours between 20 and 32 hours per week may be eligible to purchase from the City's health and life insurance programs on a pro-rata basis of hours worked in comparison to forty (40) hours per week.
3. Seasonal and Temporary employees may work forty (40) hours or less per week for a period not exceeding 67 days a year, or for not more than 100 working days in a calendar year if under the age of 22 and are full-time students ~~and are not eligible for fringe benefits.~~ Seasonal and Temporary employees are eligible to receive sick leave pursuant to Sections 8.03 and 8.04.
4. Casual part-time employees have a work schedule that is less than twenty (20) hours per week. Casual part-time employees are eligible to receive sick leave pursuant to Sections 8.03 and 8.04.

Employees should be made aware of their work schedules by a method suitable for the various City Departments. Any changes in work schedules must be made known to employees affected ahead of time when the schedules take effect, except in the case of emergencies.

8.03. Sick Leave – Earned Sick and Safe Time (ESST)

1. General Sick Leave Rules

A. Length of Service/Earnings Rate

All **Regular** full-time employees shall earn sick leave at the rate of one (1) day (eight [8] hours) per month of employment after the first full calendar month of employment. If the employment date is the 15th of the month or prior, one full day of sick leave is earned. If the employment date is the 16th of the month or later, the employee must wait until after the end of the next calendar month to begin to earn sick leave. Sick leave may be taken during the probationary period not to exceed the time earned.

All **Regular** part-time employees working more than 20 hours per week, but less than 40 hours per week shall earn sick leave on a pro-rated basis. Sick leave will be granted in not less than one-hour units, which is to mean that if any time less than one (1) hour is used, one (1) hour will be charged.

The maximum sick leave earning limit is 800 hours. At the end of every year, one-half of the accrued sick leave hours in excess of 800 hours may be converted to other benefits, such as deferred compensation, added to vacation balance, placed in the next year's Section 125 Plan account, paid out as cash, or converted to a combination of other benefits. Upon termination, accrued sick leave will be paid as provided in Section 11.02.

All Seasonal and Temporary employees working over 80 hours in a calendar year shall earn sick leave at the rate of one (1) hour for every 30 hours worked. Sick leave will be granted in not less than one (1) hour units, which is to mean that if any time less than (1) hour is used, one (1) hour will be charged. A maximum of 48 hours per calendar year and a carry-over maximum of 80 hours is allowed and available for use as earned.

All Casual Part-time employees working over 80 hours in a calendar year shall earn sick leave at the rate of one (1) hour for every 30 hours worked. Sick leave will be granted in not less than one (1) hour units, which is to mean that if any time less than (1) hour is used, one (1) hour will be charged. A maximum of 48 hours per calendar year and a carry-over maximum of 80 hours is allowed and available for use as earned.

B. When Taken

~~Employees must inform their supervisor at the earliest possible time when they will be absent due to illness or injury.~~

Notice of Leave (Foreseeable)

If the need for leave is foreseeable, employees shall provide ample notice.

Notice of Leave (Unforeseeable)

If the need for leave is unforeseeable, employees shall provide notice as soon as is practicable.

When an employee is out more than three (3) days in a row, the employer may require documentation. Reasonable documentation would include a signed statement from a health care provider indicating need for ESST or a written statement from employee indicating use of ESST for a qualifying purpose.

~~Sick leave shall be granted only in case of necessity and actual sickness or disability injury to the employee or for health care related appointments. Health care related appointments must receive prior approval by the employee's supervisor.~~

C. Worker's Compensation

In case of disability caused by sickness or injury and covered by Worker's Compensation, the City will compensate the employee the difference between their regular base pay and that received from Workers' Compensation payments, but never for a longer period than their accumulated sick leave. In such case, the time deducted from accumulated sick leave shall be in the same amount as the proportion of wages paid by the City as to the entire base pay of the employee. No sick leave will be paid to employees while actually working for others.

D. ~~Doctor's Certificate for Sick Leave Absence~~

~~A doctor's certificate may be required for sick leave absence. Sick leave without pay may be granted at the City Administrator's discretion after earned sick leave with pay has been exhausted.~~

**8.04. Sick Spouse/Partner/Parent Child Leave
Earned Sick and Safe Time (ESST) Eligible Uses**

Employees may use accumulated ESST leave for absences from work for the following eligible uses:

- The employee or family member's mental or physical illness, injury, or condition and related medical diagnosis, treatment, or preventative care; (illness)
- The employee or family member's absence due to domestic abuse, assault, or stalking, and for seeking medical, victim, psychological, counseling, relocation, and legal services; (safety)
- Closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; (closure) and
- When determined by a health authority or health care professional that an employee or family member is at risk of infecting others with a communicable disease. (illness).

Employees may use accumulated ESST leave for absences from work as described in the eligible uses section for themselves or an eligible family member as listed below:

- Their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis;
- Their spouse, or registered domestic partner;
- Their sibling, step sibling, or foster sibling;
- Their biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;
- Their grandchild, foster grandchild, or step grandchild;
- Their grandparent or step grandparent;
- A child of a sibling of the employee (niece, nephew);
- A sibling of the parents of the employee (aunts, uncles);
- A child-in-law or sibling-in-law;
- Any of the above family members of a spouse or registered domestic partner;
- Any other individual related by blood or whose association with employee is the equivalent of a family relationship; and
- Up to one individual annually designated by the employee.

An employer cannot discipline, discriminate, or otherwise retaliate against an employee for:

- Use of ESST or exercising their rights under ESST law;
- Informing another of their rights to use ESST;
- Making a complaint or filing an action to enforce ESST rights;
- Participating in an investigation or hearing related to the use of ESST or a claim of retaliation; and
- Attendance system cannot count ESST against employees.

~~Regular employees may use accumulated sick leave for absences due to an illness or a health care-related appointment of the employee's child (including: adult child, step child, biological, adopted, or foster child), spouse/partner, sibling, parent, grandparent, stepparent, parent-in-law, and grandchild (including step grandchild, biological, adopted, or foster grandchild) where attendance may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness or appointments. A doctor's certificate may be required for sick spouse/partner/parent child leave absence. All doctor's certificates required by this subdivision will be obtained at the employee's expense (see Section 8.06 of employee handbook).~~

8.041. Safety Leave

~~Employees are authorized to use sick leave for reasonable absences for themselves or relatives (employee's child, adult child, step child, biological, adopted, or foster child), spouse/partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent) who are providing or receiving assistance because they, or a relative, is a victim of sexual assault, domestic abuse, or stalking. Safety leave for those listed, other than the employee and the employee's child, is limited to 160 hours in a calendar year.~~

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

RESOLUTION 23-122

**A RESOLUTION APPROVING EARNED SICK AND SAFE TIME POLICY AND
PERSONNEL POLICY/EMPLOYEE HANDBOOK UPDATES**

WHEREAS, it has been a busy legislative season with many changes in public employee personnel policies; and

WHEREAS, the city provides an employee personnel policy/employee handbook to all city employees; and

WHEREAS, the city is required to comply with new laws as it relates to city employees; and

WHEREAS, the following changes and updates to the Shorewood Personnel Policy are being proposed relating to the new Earned Sick and Safe Time (ESST) law taking effect January 1, 2024:

- 1.04 Scope of the Handbook – add casual part-time employee section;
- 1.05 Employee Classification and Hours of Work – add sick leave pay to seasonal and temporary employee classifications and add casual classification;
- 8.03 Sick Leave – add Earned Sick and Safe Time (ESST) to title and seasonal, temporary and casual employees, ESST leave accrual, notice of leave section and documentation to the section; and
- 8.04 Replace Sick Spouse/Partner/Parent Child Leave and Safety Leave with new ESST leave eligible uses, definition of family and retaliation section.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood that the City of Shorewood Personnel Policy updates are approved.

ADOPTED by the City Council of the City of Shorewood this 27th day of November 2023.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk