

**ECONOMIC DEVELOPMENT AUTHORITY MEETING
CITY COUNCIL SPECIAL MEETING
MONDAY JUNE 13, 2022**

**5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
5:30 P.M.**

AGENDA

1. CONVENE ECONOMIC DEVELOPMENT AUTHORITY MEETING

A. Roll Call

President Labadie _____
Siakel _____
Johnson _____
Callies _____
Gorham _____

B. Review and Approval of the Agenda

2. APPROVAL OF MINUTES

A. EDA minutes of October 26, 2020 meeting

Minutes

3. NEW BUSINESS

A. Appoint 2022 officers

Executive Director Memo

B. Accept Improvements and Authorize Final Payment for drainage and concrete project at the Shorewood Public Safety Building

Executive Director Memo
Resolution 22-1

C. Consider Authorizing Purchase Agreement Location: 5660 County Road 19

Executive Director Memo

CLOSED SESSION

Meeting will be closed pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3), the meeting may be closed to develop and/or consider offers for the purchase of real property at 5660 County Road 19, Shorewood, MN 55331.

4. ADJOURN

CITY OF SHOREWOOD
ECONOMIC DEVELOPMENT AUTHORITY
MONDAY, OCTOBER 26, 2020

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

MINUTES

1. CONVENE MEETING

President Zerby called the meeting to order at 8:41 P.M.

Due to the Centers for Disease Control's recommendation limiting the number of people present at a meeting, and pursuant to MN Statute 13D.02, the Shorewood Economic Development Authority meeting was held via electronic means.

A. Roll Call

Present: President Zerby; Commissioners Johnson, Labadie, Siakel, and Sundberg; City Attorney Keane; Executive Director/Secretary Lerud; City Clerk Thone; Assistant Treasurer Rigdon; Assistant Executive Director Darling; Director of Public Works Brown; and, City Engineer Budde

Absent: None

B. Review Agenda

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

Roll Call Vote: Labadie, Johnson, Siakel, Sundberg, Zerby voted Aye. **Motion passed.**

2. APPROVAL OF MINUTES

A. EDA Minutes of May 28, 2019

Johnson moved, Siakel seconded, Approving the Minutes of the May 28, 2019 EDA Meeting as presented.

Roll Call Vote: Labadie, Johnson, Siakel, Sundberg, Zerby voted Aye. **Motion passed.**

3. NEW BUSINESS

A. Appoint 2020 officers

City Administrator Lerud stated that at the first meeting the EDA holds each year they are required to appoint officers for that year. He stated that this is the first meeting in 2020 and noted that staff is recommending the Board adopt the current slate of officers to serve out the remainder of 2020.

President – Scott Zerby
Vice President – Jennifer Labadie
President Pro-Tem – Kristine Sundberg
Treasurer – Debbie Siakel

Executive Director/Secretary – City Administrator
Assistant Treasurer – Finance Director
Assistant Executive Director – Planning Director

Sundberg moved, Siakel seconded, to approve the slate of officers as presented.

Roll Call Vote: Labadie, Siakel, Sundberg, Zerby voted Aye. Johnson abstained. **Motion passed.**

B. Approve Final Plans and Specifications and Authorize Bidding for Drainage and Concrete Project at the Shorewood Public Safety Building

Executive Director Lerud explained that over the last few years there have been discussions between the EFD Board and the SLMPD Coordinating Committee regarding concrete improvements where the existing concrete is posing a safety hazard. He stated that Bolton and Menk have taken a look and are also recommending providing stormwater drainage from some areas around the building.

City Engineer Budde gave an overview of the proposed work on the site. He noted that the building had a number of downspouts but did not have anything to help drain the water away. He explained that they are proposing adding some drain tile and piping to help convey the water away which should address much of the heaving that was taking place with the concrete which will help it become ADA accessible again. He stated that the total cost is estimated to be around two-hundred sixty-two thousand dollars. He stated that staff is asking for EDA approval of the final specification and authorize advertising for bids.

Sundberg moved, Siakel seconded, Adopting RESOLUTION NO. 20-1, “A Resolution Approving Final Plans and Specifications and Authorizing Bidding for Drainage and Concrete Project at Shorewood Public Safety Building.”

Roll Call Vote: Labadie, Johnson, Siakel, Sundberg, Zerby voted Aye. **Motion passed**

4. ADJOURN

Sundberg moved, Siakel seconded, Adjourning the Economic Development Authority Meeting of October 26, 2020, at 8:51 P.M.

Roll Call Vote: Labadie, Johnson, Siakel, Sundberg, Zerby voted Aye. **Motion passed.**

ATTEST:

Scott Zerby, President

Sandie Thone, City Clerk



Shorewood EDA Meeting Item

#3A

MEETING TYPE
EDA

Title/ Subject: Appointing 2022 EDA Officers

Meeting Date: June 13, 2022

Prepared by: Ed Shukle, Executive Director

Policy Consideration: Appointment of EDA officers

Background: The EDA is required to meet annually, if for no other reason, to appoint officers for the year. The current slate of officers is proposed:

President - Jennifer Labadie

President Pro-Tern - Debbie Siakel or others

Executive Director/Secretary- City Administrator

Assistant Treasurer - Finance Director

Assistant Executive Director - Planning Director

Recommendation/ Action Requested: This may be the only meeting for the EDA in 2022, so the appointments would be until the end of the year.

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



3B
MEETING TYPE Annual

Shorewood EDA Meeting Item

Title / Subject: Accept Final Improvements and Approve Final Payment for Concrete and Drainage Improvements at Shorewood Public Safety

Meeting Date: Monday June 13, 2022

Prepared by: Andrew Budde, City Engineer

Reviewed by: Larry Brown, Director of Public Works

Attachments: Resolution and Final Payment Application

Background:

At the December 28th, 2020 Economic Development Authority Meeting, the EDA awarded the contract for the Concrete and Drainage Improvements at Shorewood Public Safety project to G.F. Jedlicki. G.F. Jedlicki has completed all work associated with the project and is requesting final payment and acceptance of the work. G.F. Jedlicki has submitted the Minnesota IC-134 Withholdings Affidavit Form and request for final payment. A resolution accepting the improvements for the Concrete and Drainage Improvements at Shorewood Public Safety project and authorizing final payment is included for EDA consideration and approval.

Financial or Budget Considerations:

The project award was for \$198,416.50. The project had several overruns on quantities due to the conditions encountered in the field were not as anticipated during the design. The main changes were a result of needing additional select granular and larger excavation areas and pavement removal. These items were discussed with public safety as they were encountered and resulted in a total project construction cost of \$233,306.90.

Recommendation / Action Requested:

Staff has reviewed the estimate, verified quantities, and recommends approval of the resolution for final acceptance and payment for the Concrete and Drainage Improvements at Shorewood Public Safety project, and final payment in the amount of \$21,135.70 to G.F. Jedlicki.

CONTRACTOR'S PAY REQUEST**SOUTH LAKE MINNETONKA PUBLIC SAFETY IMPROVEMENTS****BOLTON
& MENK****DISTRIBUTION:** CONTRACTOR (1)

OWNER (1)

ENGINEER (1)

CITY OF SHOREWOOD -**BMI PROJECT NO. C16.120985**

TOTAL AMOUNT BID PLUS APPROVED CHANGE ORDERS	\$198,416.50
TOTAL, COMPLETED WORK TO DATE	\$233,306.90
TOTAL, STORED MATERIALS TO DATE	\$0.00
DEDUCTION FOR STORED MATERIALS USED IN WORK COMPLETED	\$0.00
TOTAL, COMPLETED WORK & STORED MATERIALS	\$233,306.90
RETAINED PERCENTAGE (0.0%)	\$0.00
TOTAL AMOUNT OF OTHER PAYMENTS OR (DEDUCTIONS)	\$0.00
NET AMOUNT DUE TO CONTRACTOR TO DATE	\$233,306.90
TOTAL AMOUNT PAID ON PREVIOUS ESTIMATES	\$212,171.20
PAY CONTRACTOR AS ESTIMATE NO. 3	\$21,135.70

CERTIFICATE FOR FINAL PAYMENT

I hereby certify that, to the best of my knowledge and belief, all items quantities and prices of work and material shown on this Estimate are correct and that all work has been performed in full accordance with the terms and conditions of the Contract for this project between the Owner and the undersigned Contractor, and as amended by any authorized changes, and that the foregoing is a true and correct statement of the amount for the Final Estimate, that the provisions of M. S. 290.92 have been complied with and that all claims against me by reason of the Contract have been paid or satisfactorily secured.

Contractor:G.F. JEDLICKI
2471 GALPIN CT.
#110

CHANHASSEN, MN 55317

By

Name

President

Title

Date

1/20/22

CHECKED AND APPROVED AS TO QUANTITIES AND AMOUNT:

ENGINEER: BOLTON & MENK, INC., 2638 SHADOW LANE, STE 200, CHASKA, MN 55318

By

CONSULTING ENGINEER

Date

1/20/2022

APPROVED FOR PAYMENT:

OWNER:

By

Name

Director of Public Works

Title

Date

6/8/22

And

Name

Title

Date

Pay Request No.:

SOUTH LAKE MINNETONKA PUBLIC SAFETY IMPROVEMENTS

3



CITY OF SHOREWOOD

BMI PROJECT NO. C16.120985

WORK COMPLETED THROUGH FRIDAY, OCTOBER 01, 2021

ITEM NO.	ITEM	UNIT PRICE	AS BID		PREVIOUS ESTIMATE		COMPLETED TO DATE	
			ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT	ESTIMATED QUANTITY	ESTIMATED AMOUNT
1	MOBILIZATION	\$6,700.00	1.00 LUMP SUM	\$6,700.00	0.75 LUMP SUM	\$5,025.00	1.00 LUMP SUM	\$6,700.00
2	REMOVE CONCRETE CURB AND GUTTER	\$4.00	330.00 LIN FT	\$1,320.00	343.00 LIN FT	\$1,372.00	343.00 LIN FT	\$1,372.00
3	REMOVE CONCRETE SIDEWALK	\$1.00	2,660.00 SQ FT	\$2,660.00	2,667.00 SQ FT	\$2,667.00	2,667.00 SQ FT	\$2,667.00
4	REMOVE CONCRETE DRIVEWAY PAVEMENT	\$3.00	5,280.00 SQ FT	\$15,840.00	5,875.00 SQ FT	\$17,625.00	5,875.00 SQ FT	\$17,625.00
5	REMOVE BITUMINOUS PAVEMENT	\$1.00	2,500.00 SQ FT	\$2,500.00	3,942.00 SQ FT	\$3,942.00	3,942.00 SQ FT	\$3,942.00
6	REMOVE ELECTRIC POST AND ABANDON CONDUIT	\$235.00	1.00 EACH	\$235.00	0.50 EACH	\$117.50	0.50 EACH	\$117.50
7	REMOVE AND REPLACE SIGN BOLLARD	\$55.00	3.00 EACH	\$165.00	3.00 EACH	\$165.00	3.00 EACH	\$165.00
8	BOLLARD POST	\$2,235.00	1.00 EACH	\$2,235.00	1.00 EACH	\$2,235.00	1.00 EACH	\$2,235.00
9	SAWCUT BITUMINOUS PAVEMENT	\$3.30	1,065.00 LIN FT	\$3,514.50	1,263.00 LIN FT	\$4,167.90	1,263.00 LIN FT	\$4,167.90
10	GEOTEXTILE FABRIC TYPE 5	\$2.00	770.00 SQ YD	\$1,540.00	805.00 SQ YD	\$1,610.00	805.00 SQ YD	\$1,610.00
11	COMMON EXCAVATION (EV)	\$21.00	651.00 CU YD	\$13,671.00	779.00 CU YD	\$16,359.00	779.00 CU YD	\$16,359.00
12	SELECT GRANULAR BORROW (CV)	\$18.00	334.00 CU YD	\$6,012.00	534.00 CU YD	\$9,612.00	534.00 CU YD	\$9,612.00
13	AGGREGATE BASE CLASS 5 (CV)	\$26.00	120.00 CU YD	\$3,120.00	211.00 CU YD	\$5,486.00	211.00 CU YD	\$5,486.00
14	2" TYPE SP 9.5 WEARING COURSE (2.C)	\$220.00	85.00 TON	\$14,300.00	123.00 TON	\$27,060.00	123.00 TON	\$27,060.00
15	CONCRETE CURB & GUTTER DESIGN B612	\$36.00	240.00 LIN FT	\$8,640.00	267.00 LIN FT	\$9,612.00	272.00 LIN FT	\$9,792.00
16	CONCRETE CURB & GUTTER DESIGN SURMOUNTABLE	\$38.00	90.00 LIN FT	\$3,420.00	85.00 LIN FT	\$3,230.00	85.00 LIN FT	\$3,230.00
17	4" CONCRETE WALK	\$6.25	2,660.00 SQ FT	\$16,825.00	2,578.00 SQ FT	\$16,112.50	2,578.00 SQ FT	\$16,112.50
18	8" REINFORCED CONCRETE PAVEMENT	\$10.50	5,280.00 SQ FT	\$55,440.00	5,875.00 SQ FT	\$61,687.50	5,972.00 SQ FT	\$62,706.00
19	EXISTING CONCRETE CRACK SEALING	\$9.90	80.00 LIN FT	\$891.00	23.00 LIN FT	\$227.70	70.00 LIN FT	\$693.00
20	TRUNCATED DOMES	\$66.00	16.00 SQ FT	\$1,056.00	10.00 SQ FT	\$660.00	10.00 SQ FT	\$660.00
21	4" PERF TP PIPE DRAIN	\$5.60	530.00 LIN FT	\$2,968.00	555.00 LIN FT	\$3,108.00	555.00 LIN FT	\$3,108.00
22	8" SCHEDULE 40 PVC PIPE	\$27.00	703.00 LIN FT	\$18,981.00	776.00 LIN FT	\$20,952.00	776.00 LIN FT	\$20,952.00
23	DOWNSPOUT SPLASHPAD WITH SPLASH GUARD AND CASTING	\$455.00	10.00 EACH	\$4,550.00	11.00 EACH	\$5,005.00	11.00 EACH	\$5,005.00
24	CONNECT TO EXISTING DRAINAGE STRUCTURE	\$600.00	5.00 EACH	\$3,000.00	6.00 EACH	\$3,600.00	6.00 EACH	\$3,600.00
25	STORM DRAIN INLET PROTECTION	\$125.00	6.00 EACH	\$750.00	7.00 EACH	\$875.00	7.00 EACH	\$875.00
26	WATER SERVICE UID COVER	\$135.00	1.00 EACH	\$135.00	3.00 EACH	\$405.00	3.00 EACH	\$405.00
27	4" SOLID LINE PAINT	\$0.45	2,000.00 LIN FT	\$900.00	0.00 LIN FT	\$0.00	0.00 LIN FT	\$0.00
28	PAVT MSSG PAINT - HANDICAP SYMBOL	\$66.00	3.00 EACH	\$198.00	0.00 EACH	\$0.00	0.00 EACH	\$0.00
29	SEDIMENT CONTROL LOG TYPE WOOD FIBER	\$4.20	100.00 LIN FT	\$420.00	100.00 LIN FT	\$420.00	100.00 LIN FT	\$420.00
30	TURF & LANDSCAPING RESTORATION	\$6,630.00	1.00 LUMP SUM	\$6,630.00	0.00 LUMP SUM	\$0.00	1.00 LUMP SUM	\$6,630.00
TOTAL AMOUNT:				\$198,416.50		\$223,338.10		\$233,306.90



Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

Confirmation Summary

Confirmation Number:	0-048-757-408
Submitted Date and Time:	19-Jan-2022 12:35:47 PM
Legal Name:	RESTORATION & CONSTRUCTION SERVICES LLC
Federal Employer ID:	82-0992599
User Who Submitted:	Am@nda
Type of Request Submitted:	Contractor Affidavit

Affidavit Summary

Affidavit Number:	1335300096
Minnesota ID:	5068769
Project Owner:	CITY OF SHOREWOOD
Project Number:	21001
Project Begin Date:	03-May-2021
Project End Date:	17-Jun-2021
Project Location:	SHOREWOOD
Project Amount:	\$82,594.60
Subcontractors:	No Subcontractors

Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) withholding.tax@state.mn.us. Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.

RECEIPT AND WAIVER OF MECHANIC'S LIEN RIGHTS

Date: 1/14/2022

The undersigned hereby acknowledges receipt of the sum of \$ 1,451.02

1. ___ as partial payment for labor, skill and material furnished
2. ___ as payment for all labor, skill and material furnished or to be furnished (except the sum of _____ retainage or holdback)
3. X as full and final payment for all labor, skill and material furnished or to be furnished

**South Lake Minnetonka Public Safety Facility
Shorewood, MN**

and for value received hereby waives all rights acquired by the undersigned to file or record mechanic's lien against said real property for labor, skill or material furnished to said real property (only for the amount paid if Box 1 is checked, and except for retainage shown if Box 2 is checked). The undersigned affirms that all material furnished by the undersigned has been paid for, and all subcontractors employed by the undersigned have been paid in full, EXCEPT:

By: Lucy Johnson
Its: Teresa Johnson, Controller
Fed. Tax ID No. 46-5427787



Your Contractor Affidavit request is Approved. A copy of this page MUST be provided to the contractor or government agency that hired you.

Submitted Date and Time: 24-Aug-2021 11:16:44 AM

Confirmation Number: 0-520-819-872

Name: ASLAKSON'S SERVICES INC

ID: 6032526

Affidavit Number: 1802833920

Project Owner: CITY OF SHOREWOOD

Project Number: NONE

Project Begin Date: 5/2/2021

Project End Date: 5/28/2021

Project Location: SHOREWOOD

Project Amount: \$24,739.02

Subcontractors: No Subcontractors

Please print this page for your records using the print or save functionality built into your browser.

Waiver of Lien and Release of All Claims

Dated: 8/23/2021

The undersigned hereby acknowledges receipt of the sum of \$24,739.02 from G.F. Jedlicki, Inc.

Check only one:

- 1) ☐ As partial payment for labor, skill and material furnished
- 2) ☒ As payment for labor, skill and material furnished or to be furnished (except the sum of \$1,302.05 retainage or hold back)
- 3) ☐ As full and final payment for labor, skill and material furnished

The following real property (legal description, street address or project name):

South Lake Minnetonka Public Safety Improvements

And for value received hereby waives all rights acquired by the undersigned to file or record mechanic's liens against said real property for labor, skill and material furnished to said real property (only for the amount if box 1 is checked and except for retainage shown if box 2 is checked).

The undersigned affirms that all material furnished by the undersigned has been paid for, all subcontractors employed by the undersigned have been paid in full.

Aslakson's Services, Inc.

1555 Bench St.

Red Wing, MN 55066

Federal I.D.#: 41-0977993

BY:



Print Name: Gerald Aslakson

Title: CEO

If this instrument is executed by a corporation, it must be signed by an officer, and if executed by a partnership, it must be signed by a partner.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER ☐
 ARCHITECT ☐
 CONTRACTOR ☐
 SURETY ☐
 OTHER ☐

TO OWNER:

(Name and address)

City of Shorewood, MN
 5755 Country Club Road
 Shorewood, MN 55331

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:

(Name and address)

South Lake Minnetonka Public Safety Facility Improvements - Shorewood, MN

CONTRACT DATED: December 30, 2020

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
 (Insert name and address of Surety)

West Bend Mutual Insurance Company
 1900 South 18th Avenue
 West Bend, WI 53095

, SURETY,

on bond of

(Insert name and address of Contractor)

G. F. Jedlicki, Inc.
 2471 Galpin Court, Suite 110
 Chanhassen, MN 55317

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
 any of its obligations to

(Insert name and address of Owner)

City of Shorewood, MN
 5755 Country Club Road
 Shorewood, MN 55331

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 06, 2021

(Insert in writing the month followed by the numeric date and year)

West Bend Mutual Insurance Company

(Surety)

(Signature of authorized representative)

Attest

(Seal):

Nicole M. Coty

Attorney-in-fact

(Printed name and title)



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.





Power of Attorney

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

Nicole M. Coty, Litton E.S. Field, Jr., Amanda Plantenberg, Nicole Saji, Jessica A. Olson

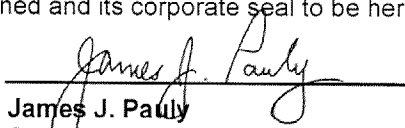
lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: \$7,500,000

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

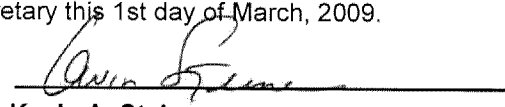
Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-in-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating therefore and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 1st day of March, 2009.

Attest

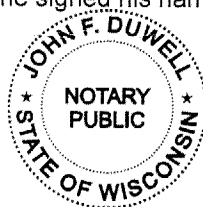

James J. Pauly
Secretary

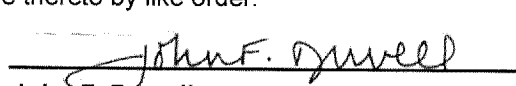



Kevin A. Steiner
Chief Executive Officer / President

State of Wisconsin
County of Washington

On the 1st day of March, 2009 before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.




John F. Duwell
Executive Vice President - Chief Legal Officer
Notary Public, Washington Co. WI
My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Hereby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 6th day of December 2021




Dale J. Kent
Executive Vice President -
Chief Financial Officer

Notice: Reproductions are not binding on the company. Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

SHOREWOOD ECONOMIC DEVELOPMENT AUTHORITY RESOLUTION NO. 22-1

RESOLUTION ACCEPTING IMPROVEMENTS AND AUTHORIZING FINAL PAYMENT FOR STORMWATER AND CONCRETE IMPROVEMENTS AT THE SHOREWOOD PUBLIC SAFETY BUILDING

WHEREAS, pursuant to the approved award of the Stormwater and Concrete Improvements at the Shorewood Public Safety Building Project to G.F. Jedlicki. at the December 28th, 2020 EDA Meeting; and

WHEREAS, G.F. Jedlicki has completed all work in accordance with the awarded contract; and

WHEREAS, G.F. Jedlicki is requesting final payment and acceptance for the work; and

WHEREAS, City Staff have reviewed the estimate, verified quantities, and recommends final payment and acceptance of the project to G.F. Jedlicki.

NOW, THEREFORE, BE IT RESOLVED by the Shorewood Economic Development Authority as follows:

1. The EDA hereby authorize final acceptance and approve final payment to G.F. Jedlicki for the Stormwater and Concrete Improvements at the Shorewood Public Safety Building Project Project according to the plans and specifications on file in the office of the City Clerk.

Adopted this 13th day of June, 2022.

Jennifer Labadie, EDA President

ATTEST

Ed Schukle, EDA Executive Director



#3C

MEETING TYPE
Regular

Shorewood EDA Meeting Item

Title / Subject: Consider Authorizing Purchase Agreement

Location: 5660 County Road 19

Meeting Date: June 13, 2022

Prepared by: Ed Shukle, Executive Director
Marie Darling, Assistant Executive Director
Jared Shepherd, City Attorney

Attachments: Option Agreement

Background:

In 2012, the City finalized the Smithtown Crossings redevelopment study and purchased a vacant property at 24620 Smithtown Road.

In 2014, the EDA acquired the exclusive option to purchase the property at 5660 County Road. The agreement term is for 120 months and expires in September of 2024.

The purpose of acquiring this option agreement was in case the City received a development proposal that anticipated assembling multiple parcels together, the city would have some surety that the property could be incorporated into the development project without paying an exorbitant price for the property. When the agreement was considered, the property owner wanted to make sure that a liquor store would become part of the future redevelopment project.

No such development proposal has been received in the intervening years.

The property owner has a quiet listing on the property at \$895,000. Staff would like direction on how to proceed with the option on the property, to pursue purchase of the property or to release the option agreement.

Financial or Budget Considerations:

The Agreement provides for the EDA to exercise the option by providing at least 12 months written notice of the exercise of the Option prior to expiration of the Term. The purchase price under the Agreement is for \$491,000.00, adjusted for assessed value, including earnest money. Based on the agreement, the total price would be \$711,950.

Recommendation / Action Requested:

Staff recommend entering a closed session to discuss potential acquisition of the parcel and consider the offer in the Agreement and/or develop offers and afterwards provide direction to staff.

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

OPTION AGREEMENT
by and between
REAL ESTATE HOLDINGS BY JD, LLC
and
THE SHOREWOOD ECONOMIC DEVELOPMENT AUTHORITY

This Option Agreement ("Agreement"), made and entered into as of September 16th, 2014, by and between Real Estate Holdings by JD, LLC, a Minnesota limited liability company, including any successor or assign ("Optionor"), and the City of Shorewood Economic Development Authority, a municipal corporation ("Optionee").

RECITALS

A. Optionor desires to purchase certain real property ("Property") described in Section 1.11 below, and obtain from Optionee a liquor license to operate the Property for Optionor's intended use ("Permitted Use") as defined in Section 1.10 below;

B. Optionee desires to secure the exclusive option to purchase the Property pursuant to the terms and conditions contained in this Agreement.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency which are hereby acknowledged, Optionor and Optionee agree as follows:

1. Definitions. The following terms shall have meanings set forth below:

1.1 Agreement. This Agreement, including the following exhibits attached hereto and made a part hereof:

Exhibit A: Permitted Exceptions
Exhibit B: Form of Survey Certification
Exhibit C: Form of Memorandum of Option

1.2 Earnest Money. Means Fifty Thousand and no/100 Dollars (\$50,000.00), payable by Optionee in the manner described in Section 4.3 below.

1.3 Escrow Agent. An agent of the "Title Company" as defined below.

1.4 Hazardous Material. As defined in Section 10.5 below.

1.5 Net Area of Property. 32,662 a square feet, which is the number of square feet contained in the Property exclusive of the area covered by or subject to existing or presently proposed rights-of-way for streets, sidewalks, alleys, highways or other areas dedicated for public use (including any which may be required as a condition to or in connection with any platting or subdivision of the Property required to convey the Property to Optionee) and

existing easements which prohibit or restrict the use of the surface of the easement area for the location of buildings and/or use for parking purposes.

1.6 Option. The option to purchase the Property granted in Section 2.

1.7 Option Term. One Hundred and Twenty (120) full months from the date of the execution of this Agreement.

1.8 Option Consideration. Upon Optionor's purchase of the Property, in consideration of Optionee granting to Optionor a liquor license to operate the Property, and in consideration of the Purchase Price as defined below, Optionor hereby grants Optionee the option to purchase the Property pursuant to the terms of this Agreement.

1.9 Permitted Exceptions. The easements, restrictions, reservations and other matters affecting title to the Property, if any, identified on Exhibit A.

1.10 Permitted Use. A liquor store, or such other use as permitted by code, subject to Optionee's approval pursuant to its municipal authority.

1.11 Property. The real property, together with all improvements located thereon, if any, located at 5660 County Road 19, City of Shorewood, County of Hennepin, State of Minnesota, and legally described as Lot 25, Auditors Subdivision No. 133, and as Tax ID No. 31-177-23-13-0007.

1.12 Purchase Price. The sum of Four Hundred Ninety One Thousand and no/100 Dollars (\$491,000.00), which Purchase Price includes the Earnest Money, to be adjusted as described in Section 5.3 below.

1.13 Title Company. To be selected by Optionee upon Optionee's exercise of its Option.

2. Grant of Option. Upon and subject to the terms and conditions hereinafter set forth, Optionor hereby grants to Optionee, and Optionee hereby accepts, the exclusive option to purchase the Property during the Term. This Option shall run with the title of the Property throughout the Term of this Agreement.

3. Consideration for Option. In consideration of the Option, upon the purchase of the property by Optionor, Optionee hereby agrees to grant Optionor a liquor license for the purpose of operating the Property pursuant to its Permitted Use. Notwithstanding anything contained in this Paragraph to the contrary, Optionee's grant of a liquor license shall not diminish Optionee's regulatory authority to enforce any laws, ordinances, rules or regulations as it relates to the liquor license or any violation by Optionor of such license.

4. Exercise of Option. The Option may be exercised by Optionee, in Optionee's sole discretion, upon satisfaction of the following terms and conditions:

4.1 Giving Optionor at least 12 months prior written notice of Optionee's exercise of the Option at any time prior to the end of the Term. If Optionee fails to give such notice prior to the end of the Term, the Option shall lapse, and Optionee shall have no further right or interest in the Property under this Agreement; but nothing shall diminish Optionee's rights to the property pursuant to any right or authority provided by statute.

4.2 Upon Optionee's exercise of the Option, Optionee shall pay to the Escrow Agent the Earnest Money.

5. Closing. Subject to the Permitted Exceptions, the closing on the Property shall occur within ninety (90) days from the date Optionee exercises the Option.

5.1 Closing Date. The closing of the purchase shall occur on such business day as Optionee may elect within ninety (90) days after the date of exercise of the Option. The closing shall be held on or before at 1:00 p.m. on such day at the offices of the Title Company, or at such other place, date, and time as Optionor and Optionee may agree.

5.2 Closing Deliveries by Optionor. At the closing, Optionor shall execute and, where appropriate, acknowledge, and/or deliver to Optionee the following:

5.2.1 A general warranty deed to the Property, subject only to Permitted Exceptions.

5.2.2 Legal and actual possession of the Property and every part thereof.

5.2.3 Such affidavit of Optionor regarding liens, judgments, residence, and other matters which may affect title to the Property as may be customary in the jurisdiction in which the Property is located.

5.2.4 A transferor's certification, in form and substance reasonably satisfactory to Optionee, stating that Optionor is not a foreign person, corporation, partnership, trust or estate as those terms are defined in the Internal Revenue Code and Income Tax Regulations.

5.2.5 Payment of the state deed tax, transfer and other tax on the conveyance of the Property.

5.2.6 If title to the Property or any part thereof is registered, the owner's duplicate certificate of title.

5.2.7 Such other instruments and matters as the Title Company may require as a condition to issuing its policy of title insurance in accordance with the requirements of Section 7.

5.3 Adjustment to the Purchase Price. The initial Purchase Price shall be deemed the "Base Amount" for the property. Upon Optionee's exercise of the Option, the Purchase Price of \$491,000.00 shall be adjusted by a fraction with the denominator being the assessed value of the property on January 2, 2015 (for taxes payable in 2016), and the numerator being the assessed value of the property on January 2nd of the year of closing (for taxes payable in the following calendar year). For example: If the assessed value for tax purposes on January 2, 2015, is \$500,000.00 (for the 2016 calendar year); and the assessed value for tax purposes on January 2nd in the year of closing is \$625,000.00 (for taxes payable in the following calendar year), then the Purchase Price shall be adjusted multiplying the Base Amount by 1.25% (based upon \$625,000.00/\$500,000.00), which by way of this example equals \$613,750.00.

5.4 Payment of Purchase Price. At the closing, Optionee shall pay the Purchase Price to Optionor, less the amount of the Earnest Money. The Purchase Price may be paid by certified or bank cashier's check or by wire transfer of immediately available funds, and may be deposited with the Escrow Agent for disbursement to Optionor by Escrow Agent's trust account check. The Earnest Money shall be applied to and credited against the Purchase Price and shall be disbursed to Optionor by the Escrow Agent upon closing.

5.5 Closing Adjustments. The following adjustments shall be made at the closing:

5.5.1 General real estate taxes in respect of the Property due and payable in the year of closing shall be prorated on a daily basis as of the day of closing, with Optionor responsible for those allocable to the period prior to the day of closing and Optionee responsible for those allocable subsequent thereto.

5.5.2 Optionor shall pay in full at the closing all special and area assessments (and charges in the nature of or in lieu of such assessments) levied or pending as of the closing date in respect of the Property.

5.5.3 All utility expenses, including, but not limited to, water, fuel, gas, electricity, telephone, sewer, trash removal, heat and other services furnished to or provided for the Property shall be prorated on a daily basis as of the closing date. Optionor agrees to have all meters on the Property, if any, read within two days prior to the closing date.

5.5.4 Optionor shall pay all title charges for abstracting and the issuance of the title commitment and Optionee shall pay the premium for Optionee's title insurance policy.

5.5.5 Any closing fee payable to the Title Company shall be borne equally by Optionor and Optionee.

If any of the amounts to be apportioned under this Section cannot be calculated with complete precision because the amount or amounts of one or more items included in such calculation are not then known, such calculation shall be made on the basis of reasonable

estimates of Optionor and Optionee, subject to prompt adjustment (by additional payment by Optionee to Optionor or by refund from Optionor to Optionee) when the amount of any such item become known. The obligations under this Section shall survive the closing.

5.6 Relocation Benefits. At the time of closing, Optionor shall be paid all business relocation benefits to which it is entitled as provided in 42 U.S. Code Ch. 61.

6. Title. Within fifteen days (15) days after Optionor enters into a purchase agreement for Optionor's purchase of the Property with the current owner, Optionor shall deliver to Optionee Schedule B of the current ALTA Owner's Policy, with the Permitted Exceptions from coverage to include as Exhibit A of this Agreement. Within fifteen (15) days of Optionee's exercise of the Option, Optionor shall furnish to Optionee a commitment to insure title to the Property on the then current ALTA Form B in an amount equal to the purchase price hereunder, with provision to increase the policy amount to cover the cost of improvements to be constructed by Optionee, issued by the Title Company, showing Optionor as owner of the Property, subject only to Permitted Exceptions, deleting all standard exceptions to coverage, containing such affirmative insurance as Optionee may reasonably require (including zoning, access, contiguity, and survey accuracy), and otherwise satisfactory to Optionee and its legal counsel. Although the warranty deed may be delivered subject to Permitted Exceptions, Optionee may object to marketability and/or terminate this Agreement pursuant to Section 8.2 based upon a review thereof and the survey. Unless written objections are made to title or such commitment within twenty (20) days after Optionee's receipt the original Permitted Exceptions included on Exhibit A, or such commitment and the survey to be delivered pursuant to Section 7 after Optionee's exercise of the Option, they shall be deemed waived. If any objections are so made, Optionor shall be allowed such period as Optionee specifies in its objection notice (but which period shall not be less than thirty (30) nor more than one hundred twenty (120) days thereafter) to make such title marketable or modify the commitment as required by such objection notice and shall use best efforts to do so. Pending such efforts, the Closing Date and the expiration of the then Term shall be postponed if the same would occur prior to expiration of such time period, but no such objection or cure period shall affect Optionee's right to exercise the Option at any time during the Term. Optionee shall also have the right to object to title or the commitment from time to time after said twenty (20) day period if, by subsequent endorsement, the commitment is amended. If the objections are cured within the time permitted, the closing shall occur as otherwise provided in this Agreement. If the objections are not cured within the time permitted or Optionee does not receive the closing endorsement described below, then Optionee may either: (a) terminate this Agreement (including, if applicable, the agreement formed by exercise of the Option) by giving written notice thereof to Optionor and thereupon the Option Consideration shall be returned to Optionee; or (b) close the purchase contemplated hereby if, as and when otherwise required pursuant to the terms hereof. In addition, Optionee's obligation to purchase the Property shall be contingent upon receipt of an endorsement to the title commitment at the closing changing the effective date thereof to the date of the closing and showing Optionee as the fee owner of the Property and without any other change. Notwithstanding the foregoing, Optionor shall not, except with the agreement of Optionee, be allowed any additional time beyond the otherwise

scheduled closing date to cure any mortgage or other lien securing the payment of money, but shall pay and discharge the same of record at the closing.

7. Survey. Within thirty (30) days after Optionee's exercise of the Option, Optionor shall, at its expense, furnish to Optionee a current survey of the Property, prepared and certified by a registered land surveyor. The survey shall: (a) conform to the "Minimum Standard Detail Requirements for Land Title Surveys" as then adopted by the American Land Title Association and the American Congress on Surveying & Mapping; (b) contain the certification in the form of Exhibit B; and (c) show and certify to the Net Area of the Property and such other matters as Optionee or its legal counsel may reasonably require, including after review of the initial survey if the same reflects any state of facts reasonably warranting additional investigation or certification by the surveyor. The survey shall be deemed received by Optionee for purposes of Section 6 only when a survey conforming to the foregoing requirements has been received by Optionee. All certifications shall run in favor of Optionee, the Title Company and any other party designated by Optionee.

8. Conditions Precedent. If any of the conditions set forth in this Section 8 are not fulfilled within the time specified below, Optionee may, in its absolute discretion, terminate this Agreement by giving written notice thereof to Optionor and thereupon the Option Consideration shall be returned to Optionee. The conditions set forth in this Section 8 are for the sole benefit of Optionee and Optionee may waive the fulfillment of any one or more of the conditions, or any part thereof, by giving written notice thereof to Optionor:

8.1 Approval. Optionee, through the City Council of Optionee, shall have approved this Agreement, and the transactions contemplated by this Agreement, within thirty (30) days after the date hereof.

8.2 Physical Condition. On or before the end of the Term, Optionee shall have determined that the soil conditions of the Property and other physical aspects of the Property (including the presence or risk of the presence of any environmental contamination on or about the Property) shall be satisfactory to Optionee in its sole good faith judgment as evidenced by soil tests and other information obtained by Optionee at its expense.

8.3 Permitted Exceptions. Within sixty (60) days after receipt of the title insurance commitment and survey, Optionee shall have determined that the Permitted Exceptions will not interfere with or restrict the development of the Property.

9. Right of Entry. Upon Optionee's exercise of the Option, Optionee, its agents and independent contractors shall have the right to enter the Property to inspect the same, perform environmental assessments, soil and other tests and for other investigations and activities consistent with the purposes of this Agreement. Optionee shall indemnify, defend and hold Optionor harmless from all claims and damages asserted against Optionor arising out of any such entry on the Property, except that Optionee shall not have any obligation in respect of any Hazardous Materials in, on, under or about the Property.

10. Optionor's Representations and Warranties. Upon Optionor's purchase of the Property, Optionor hereby represents and warrants to Optionee as follows:

10.1 Title. Optionor holds good and marketable title to the Property in fee simple absolute, subject to no liens, easements, restrictions or other encumbrances other than the Permitted Exceptions.

10.2 Reports. Within five (5) business days of Optionee's exercise of the Option, Optionor shall deliver to Optionee true and complete copies of all soils, environmental and other reports and studies in respect of the physical condition of the Property, including all drafts and letters and other documents which order, or describe or limit the scope of, such reports and studies which are within the possession or control of Optionor or its affiliates (collectively, the "Reports"). Unless Optionor or any affiliate has actual knowledge that the same are inaccurate, incomplete or misleading in any material respect, Optionor does not warrant and shall not be responsible for the accuracy or completeness of Reports or their conclusions or recommendations.

10.3 Hazardous Materials; Storage Tanks. Optionor has not stored, released, disposed of, nor permitted any other party to store, release or dispose of, and to the best of Optionor's knowledge there has not been any storage, release or disposal of, any Hazardous Material in, on, about or from the Property, and Optionor has no knowledge of the existence in, on or about the Property of any Hazardous Material. There are not any underground or above ground storage tanks in, on or about the Property. The term "Hazardous Materials" means asbestos, urea formaldehyde, polychlorinated biphenyls, nuclear fuel or materials, radioactive materials, explosives, known carcinogens, petroleum products and by-products, and any pollutant, contaminant, chemical, material or substance defined as hazardous or as a pollutant or a contaminant in, or the release or disposal of which is regulated by, any federal, state, county, municipal, local or other statute, ordinance or regulation which relates to or deals with human health or the environment, including, without limitation, all regulations promulgated by a regulatory body pursuant to any such statute, ordinance, or regulation, including, but not limited to, the Comprehensive Environmental Response and Liability Act of 1980 ("CERCLA"), 42 U.S.C. § 9601, as amended.

10.4 Condition of Property. Except as contained in this Section 10, Optionee accepts the Property in its "as-is, where-as" condition; provided on or before the Closing Date, Optionor shall be responsible for removing all Optionor's personal. The foregoing representations and warranties shall be deemed remade by Optionor as of the closing and, as so remade, shall survive the closing. The foregoing representations and warranties shall apply and be effective, and shall be deemed to have been relied upon by Optionee, notwithstanding any knowledge, determination, investigation or inquiry (or failure to investigate or inquire) of Optionee or any of its agents.

11. Brokers. Each of the parties represents that such party has not incurred any brokerage commission or finder's fee as a result of the transactions described herein and each party agrees to hold the other harmless from any claim for such brokerage commission or

finder's fee incurred as a result of the actions of such party. The provisions of this section shall survive termination of this Agreement and the closing.

12. Memorandum of Option. Neither party shall record this Agreement. Concurrent herewith, Optionor and Optionee have executed a Memorandum of Option in the form of Exhibit D in recordable form. Optionee may, at its expense, record the Memorandum of Option.

13. Default; Termination. If either party shall default in any of their respective obligations under this Agreement (which term includes for purposes of this Section 13 the agreement formed by exercise of the Option), the other party may, by written notice to such defaulting party specifying the nature of the default and the date on which this Agreement may terminate (which date shall be not less than thirty (30) days after the giving of such notice), this Agreement and upon such date. In the case of any default by Optionee, Optionor's sole and exclusive remedy shall be termination of this Agreement as provided above and, upon any such termination, the Earnest Money shall be forfeited to and retained by Optionor as agreed and final liquidated damages. If this Agreement is terminated by Optionee for Optionor's default, the Earnest Money shall thereupon be returned to Optionee, and Optionee shall have the right to specifically enforce this Agreement, provided that an action therefor is commenced within six (6) months after such right arises. In any action or proceeding to enforce this Agreement or any provision hereof, the prevailing party shall be entitled to recover its costs and reasonable attorney fees.

14. Confirmation of Termination. If Optionee fails to exercise the Option as herein provided, the Option shall automatically terminate without notice to Optionee and all rights of Optionee arising out of this Agreement shall immediately cease. Optionee agrees to execute, acknowledge, and deliver to Optionor within ten (10) days after written request, a quit claim deed and/or a termination of the Memorandum of Option in recordable form in order to remove the cloud of the Option from the Property, but failure to give such deed or other instrument shall not affect the automatic termination provided for above.

15. Assignability. The rights of the Optionee and Optionor under this Option Agreement may be assigned without the consent of the other party.

16. Notices. Any notice, request or other communication required or provided to be given under this Agreement shall be in writing and shall be sufficiently given and shall be deemed given when delivered personally by messenger or by overnight delivery to:

Optionor:	Steve Sloan
	Real Estate Holdings by JD, LLC
	1885 Carriage Drive
	Victoria, MN 55386

Optionee: City of Shorewood Economic
Development Authority
Attn: City Administrator
5755 Country Club Road
Shorewood, MN 55331

or to such party at such other address as such party, by ten (10) days prior written notice given as herein provided, shall designate, provided that no party may require notice to be sent to more than two (2) addresses. Any notice given in any other manner shall be effective only upon receipt by the addressee.

17. Miscellaneous. This Agreement constitutes the entire agreement of the parties hereto and may be modified only in writing. If any term or provision of this Agreement or any application thereof shall be invalid and unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby. This Agreement shall be construed under and governed by the laws of the State in which the Property is located. This Agreement shall inure to the benefit of and shall bind the respective heirs, executors, administrators, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first above written.

OPTIONOR: REAL ESTATE HOLDINGS BY JD, LLC

BY: 

ITS: Chief Manager

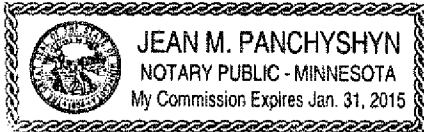
OPTIONEE: CITY OF SHOREWOOD ECONOMIC
DEVELOPMENT AUTHORITY

BY: 

ITS: President

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

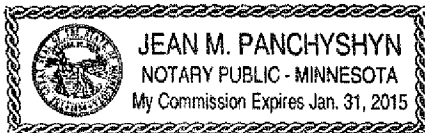
The foregoing instrument was acknowledged before me this 22nd day of September 2014, by Scott Zerby, the President of the Shorewood Economic Development Authority on behalf of the Optionee.



Jean Panchyshyn
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 16th day of September 2014, by Steve Sloan, the Chief Manager of Real Estate Holdings by JD, LLC, a Minnesota limited liability company, on behalf of the Optionor.



Jean Panchyshyn
Notary Public

This instrument was drafted by:
Kutak Rock LLP
220 South Sixth Street, Suite 1700
Minneapolis, MN 55402

EXHIBIT A

List of Permitted Exceptions

EXHIBIT B

Surveyor's Certificate

The undersigned has been furnished with [Commitment for Title Insurance] [Preliminary Title Report No. _____], by _____ Title Insurance Company, with an Effective Date of _____, 20__ ("Title Report"), issued for certain real property located in the City of _____, County of _____, State of _____, more particularly described as follows (the "Property"):

[Add Legal Description Here]

The undersigned has made or caused to be made a physical inspection of the Property by its representatives.

The undersigned has prepared or caused to be prepared under its supervision a survey of the Property dated _____, and bearing Job No. _____ (the "Survey").

The undersigned hereby certifies to _____ and _____ Title Insurance Company as follows:

The Survey, and the survey on which it is based, were made (a) in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys" jointly established and adopted by the American Land Title Association and the American Congress on Surveying and Mapping in 1992, and includes Items 1, 2, 3, 4, 6, 7, 8, 9, 10, 11 and 13 of Table A thereof, and (b) pursuant to the Accuracy Standards (as adopted by ALTA/ACSM and in effect on the date of this Certification) of an Urban Survey. Without limiting the foregoing:

(1) The Survey correctly shows (i) the boundary lines of the Property, which "close by engineering calculation" and (ii) the location of all easements, encroachments, rights of way and uses disclosed by the Title Report and the physical inspection of the Property made by the undersigned.

(2) The attached print of the Survey prepared by me was actually made upon the ground.

(3) The Survey and the information, courses and distances shown thereon are correct.

(4) The Survey correctly shows a fixed and determinable position and location of the Property (including the position of the point of beginning if the Property is described by metes and bounds).

(5) If the Property consists of two or more parcels, each of such parcels is fully contiguous along the common boundary line with adjoining parcels as depicted on the Survey and there are no strips, gaps, gores or overlaps between or among such parcels.

(6) The improvements shown on the Survey constitute all of the improvements on the Property.

(7) The Survey shows all parking and paved areas, the number of parking spaces striped, a typical and handicapped parking space, and the number and location of all handicapped parking spaces.

(8) The Property abuts on and has direct access to the following dedicated public ways: _____.

(9) All driveways or other cuts in the curb, if any, along any street upon which the land abuts are correctly shown.

(10) There are no building restrictions or set-back lines, party walls, or any encroachments or overhangs of any improvements from or onto the Property or onto any easements or rights-of-way, except as shown and depicted on the Survey.

(11) All utility services required for the operation of the improvements on the Property either enter through adjoining public streets or pass through or are located on adjoining private land. The Survey shows the location of all utilities and the point of entry of any utilities which pass through or are located on adjoining private land.

(12) The Survey shows all wetlands, if any, and the classification thereof under applicable federal and state law.

(13) The Survey shows all observable evidence, if any, of cemeteries and burial mounds.

(14) The survey shows with respect to any lake bordering the Property (1) the ordinary high water mark of such lake as established by the Department of Natural Resources for the State of _____ and (2) the number of lineal feet of shoreline included in the Property based on such ordinary high water mark.

(15) The Survey shows the location and direction of all storm drainage systems, if any, for the collection and disposal of all roof and surface drainage.

(16) The Survey shows all discharges, if any, into streams, rivers or other conveyance systems.

(17) If the Property appears on a Flood Insurance Boundary Map, it is so indicated, and if it is within the "Flood Hazard Area" shown thereon, the classification and boundaries thereof are also so indicated.

(18) The Property contains a gross area of _____ acres (to the nearest 1/100th of an acre) and an area, net of highways and other public rights-of-way of _____ acres (to the nearest 1/100th of an acre).

IN WITNESS WHEREOF, the undersigned has executed this Surveyor's Certificate this _____ day of _____, 20____.

By: _____
Signature
Registered Land Surveyor
Registration No. _____

M1:tempmail