

1. Agenda

Documents:

[08-25-25 CC REG MTG AGENDA.PDF](#)

2. Agenda Packet

Documents:

[08-25-25 CC REG MTG AGENDA PACKET.PDF](#)

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 25, 2025

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

For those wishing to listen live to the meeting, please go to shorewoodMN.gov/CityCouncil for the meeting link. Pursuant to MN Statute 2024, Section 13D.02, subdivision 4, members may participate in the meeting by interactive technology.

AGENDA

1. CONVENE CITY COUNCIL MEETING

- A. Pledge of Allegiance
- B. Roll Call

Mayor Labadie ____
Maddy ____
Sanschagrín ____
Gorham ____
DiGruttolo ____

- 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 August 11, 2025 | Minutes |
| B. City Council Regular Meeting Minutes of August 11, 2025 | Minutes |
| C. City Council Closed Session Meeting Minutes of August 11, 2025 | Minutes |
| D. Verified Claims List | Claims List |
| E. Annual Review of Minnesota General Records Retention Schedule | City Clerk/HR Director Memo
Resolution 25-071 |
| F. Tonka United Fall Kickoff Food Truck | Park/Rec Director Memo
Resolution 25-072 |

- | | |
|--|---|
| G. 2025 Crack Seal Quote, City Project 25-02 | City Engineer Memo
Resolution 25-073 |
| H. 2025 Pavement Seal Quote, City Project 25-02 | City Engineer Memo
Resolution 25-074 |
| I. New Retail Liquor License | Deputy Clerk Memo
Resolution 25-075 |
| J. MnDNR Conservation Partners Legacy (CPL)
Grant Application | Public Works Director Memo
Resolution 25-076 |
| K. Agenda Meeting Management Software Board Portal
Devices | City Clerk/HR Director Memo |
| L. Summary of Conclusions of City Administrator Annual Review | City Administrator Memo |

3. MATTERS FROM THE FLOOR This is an opportunity for members of the public to bring an item, that is not on tonight's agenda, but related to the governance of the City of Shorewood, to the attention of the City Council. In providing this limited public forum, the City of Shorewood expects respectful participation. We encourage all speakers to be courteous in their language and behavior, and to confine their remarks to those facts that are relevant to the question or matter under discussion. Please remember that this is a public business meeting, available for viewing on television and the internet by members of the public, including children. Consistent with FCC rules, obscenity, and profane or indecent language will not be tolerated by the presiding officer. 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

5. PARKS

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

8. GENERAL/NEW BUSINESS

- A. SLMPD 2026 Budget City Administrator Memo
Resolution 25-077
- B. Excelsior Fire District 2026 Budget City Administrator Memo
Resolution 25-078
Resolution 25-079
- C. Out of State Travel Request - Minnesota Transportation Alliance City Administrator Memo

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

- A. Staff
- B. Mayor and City Council

10. ADJOURN

CITY OF SHOREWOOD
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10. ADJOURN

**CITY OF SHOREWOOD
CITY COUNCIL WORK SESSION MEETING
MONDAY, AUGUST 11, 2025**

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

MINUTES

1. CONVENE CITY COUNCIL WORK SESSION MEETING

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

A. Roll Call

Present: Mayor Labadie; Councilmembers Labadie, Maddy, Sanschagrín, Gorham, and DiGruttolo; City Attorney Shepherd; City Administrator Nevinski; Director of Public Works Morreim; and, City Engineer Budde

Absent: None

B. Review Agenda

Sanschagrín moved, DiGruttolo seconded, approving the agenda as presented. Motion passed 5/0.

2. BUDGET WORK SESSION #4 – GENERAL FUND, LEVIES, AND TAX IMPACT

Finance Director Schmuck outlined the schedule of discussions related to the 2026 budget; reviewed the City's General Fund revenues/expenditures; changes for 2026 related to fire/police, personnel, Lake Minnetonka Conservation District, agenda software, elections, minutes, emergency alert, accounts receivable module, and property insurance. She noted that the estimated property tax levy in June was around twelve percent, in July had been reduced to around ten percent, and at the end of July was reduced to nine point seven two percent. She outlined a snapshot of the items that will have a significant impact on the levy and the public engagement opportunities available to residents.

Councilmember Sanschagrín asked about licenses and permits and noted that the City had received more year-to-date in 2025 than the entire 2024 budget amount. He stated that he understood the City was being conservative because it was difficult to say how much they would be getting from fees.

Finance Director Schmuck explained that the City was expecting there to be a significant decline in building permits and charges for services.

Councilmember Maddy noted that the City also cannot charge more than it costs to process a permit.

Councilmember Sanschagrín referenced charges for services and stated that he had a similar comment on this item, and asked if the City was being conservative with their projections.

Finance Director Schmuck stated that there was too much uncertainty related to the SCEC and reminded the Council that the City could not increase the levy after September 8, 2025.

Councilmember Sanschagrín stated that he would like to discuss the Park Improvement Capital Fund increase from one hundred thirty-five thousand dollars to three hundred five thousand dollars.

Finance Director Schmuck referenced the second page of the staff report and explained that they had discussed shifting money from the Street Fund to the Park in the Long Term Financial Plan, so it would have zero net effect. She noted that future financing will need to either be an increased levy or bonding, but cautioned that it was very difficult to bond for park and recreation activities.

Councilmember DiGruttolo referenced the pie chart from the presentation related to expenditures by program and asked the Council if they were happy with where things stood, and explained that she was not happy. She stated that she did not think the numbers presented accurately reflected the intention of the residents. She stated that she would like the Council to have conversations on whether they should spend almost half of the budget on Public Safety and eight percent on parks and recreation. She explained that in her time on the Council, she had not seen them say 'no' to a budget request or budget increase. She stated that when she worked in the government, they were given a budget and told to stick to it, and had to make it work. She asked if the Council was comfortable with where the budget numbers are and where they felt they should be.

Councilmember Sanschagrín stated that this was where he believed that the Police and Fire Chiefs could use more support from the City related to financial management. He noted that he would be interested to see how these numbers compare to other cities and thought that the Public Safety number seemed high to him and appeared to be trending higher.

Councilmember Maddy cautioned that they cannot compare apples to apples with other cities who has emergency services wholly within their own organizations for things like human resources and building management tasks. He explained that for Shorewood, police and fire are winging it by themselves and are taking on those costs, so it would not be a straight apples-to-apples comparison unless the other 'apples' were also part of a JPA.

Councilmember DiGruttolo noted that she appreciated Councilmember Maddy's perspective, but asked how high he was willing to go and gave the example of them coming to the City next year with a thirty percent increase and whether the City would then spend seventy percent of their budget on Public Safety because that is what they asked for. She referenced the information shared by the Police Chief during a recent presentation that an annual increase of around fifteen percent was standard across the United States, and asked if the Council was comfortable with that, and how they wanted to spend their money. She explained that the Council has not had a discussion about this yet and asked if they would always say 'yes' to whatever budget request Public Safety brings to the Council, or if they would consider setting a cap on the budget and asking them to work within those parameters.

Mayor Labadie noted that police and fire were very different entities and historically, they have not set a cap, as suggested by Councilmember DiGruttolo, but that did not mean they could not do that in the future. She noted that she has sat in on many discussions related to the Police Department and did not believe the Police Department could cut its budget any more than they have without significantly altering the Department. She stated that she had only sat in on one budget meeting with the Excelsior Fire District and explained that she was very concerned about the operational costs, such as personnel, but did not think they should shortchange the budget for capital or equipment costs. She stated that she agreed with Councilmember Maddy that it

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was very difficult to compare different departments, because Shorewood was part of a JPA. She noted that the Police budget had been significantly pared down.

The Council discussed the Fire Department equipment purchases that all expire at the same time, and whether it should be done differently so that it does not all come up for replacement at the same time.

Councilmember DiGruttolo repeated her question about whether the Council was fine with spending about forty-five percent of the City's budget, every year, on Public Safety. She explained that she had gotten a lot of pushback from residents on this and noted that not everyone was happy spending that amount of money on Public Safety. She stated that the City did not appear to have a cost-benefit analysis or data to tell them whether or not that was an appropriate number. She explained that she believed this should be reviewed and that the Council should have a frank conversation on these amounts and things like whether more money should be spent on parks and recreation or streets.

Mayor Labadie stated that she believed that they were discussing two separate things, the proposed 2026 budget numbers and a larger policy discussion going forward. She explained that she was not sure that the Council would be able to start and conclude the larger policy discussion before the deadline to set the Preliminary levy on September 30, 2025.

Councilmember DiGruttolo agreed that she agreed that they would not be able to have the larger discussion wrapped up by September 30, 2025, but stated that the Council has not had this type of conversation. She stated that when she raised concerns about how much Public Safety was costing the City, the message she got was that it was not the right time to have those conversations. She stated that she would like some guidance on the proper time for the Council to discuss these things and gave examples of the kinds of conversation topics and questions she would like to be able to ask about proposed expenditures.

Councilmember Maddy stated that the Excelsior Fire District has been working on the budget for months and asked if Councilmember DiGruttolo had any places where they could make budget cuts.

Councilmember DiGruttolo stated that she did not know where budget cuts could be made, but noted that she had not seen a lot of cost-cutting measures taken. She stated that the City should be a good steward of the taxpayers' money and explained that she did not believe that the City ever really said 'no' to budget requests. She noted that there should be some places where the Council can say 'no' because the request was a want, not a need.

Mayor Labadie stated that the Police Department has put forth a bare bones budget for what the Department felt were needs and explained that they had looked at everything when considering the budget, and shared examples of things that they looked at.

Councilmember Maddy stated that for fire, they have been working, but there has been a demographic change, and they were running out of guys who were interested in being paid twenty-two dollars an hour for two overnight weekends and weekly training. He noted that for capital items, 2025 was just an unlucky year, because of the things that came due. He stated that outside of those things, they would be at a three-point-five percent increase for base inflation.

The Council discussed the development of the community, water hook-up charges, and the importance of looking at possible offsets for budget increases.

Mayor Labadie explained that she did not want to cut off the discussion, but expressed concern about being able to wrap up the Work Session in time to get things switched over for the regular City Council meeting. She stated that following the Council's discussion and debate related to the General Fund, they would now be open to public comments regarding the budget materials that were just presented. She stated that residents were always welcome to contact the City with questions and comments, and could also schedule a time to meet with staff. She noted, for the record, that there was nobody present at the meeting to speak during public comment. She asked Finance Director Schmuck if she needed more direction from the Council.

Finance Director Schmuck stated that Police and Fire were the significant portion of the proposed levy increase, and what would happen is that the boards for each organization would approve their budgets and make recommendations to the City Council.

Mayor Labadie noted that the Police Board had already approved the budget, but the Fire Board was meeting later this week for that purpose. She noted that Councilmember Maddy was the current Chair of the Excelsior Fire District Board and suggested that if anyone had comments or questions about the Fire Department budget that they direct them to him. She stated that the meeting was also open to the public and believed there would be a Matters from the Floor type section at the beginning of the meeting where people could speak. She reminded the Council that there was a September 30, 2025, deadline for the City's Preliminary levy, which can be reduced, but cannot be raised after that time.

Councilmember DiGruttolo stated that she had a few more questions for Finance Director Schmuck, but would send them to her via email.

Councilmember Sanschagrín requested that the Council try to identify items that could be cut, so those items could be debated in order to try to reduce the overall levy amount.

Mayor Labadie asked Finance Director Schmuck to be honest with the Council if there were items that could not be cut.

Finance Director Schmuck stated that the majority of the budget line items are things that cannot be touched, such as union contracts and compensation agreements.

3. ADJOURN

Sanschagrín moved, Gorham seconded, Adjourning the City Council Work Session Meeting of August 11, 2025, at 7:00 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL REGULAR MEETING
MONDAY, AUGUST 11, 2025

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 7:11 P.M.

A. Pledge of Allegiance

B. Roll Call

Present. Mayor Labadie; Councilmembers Maddy, Sanschagrin, Gorham, and DiGruttolo; City Attorney Shepherd; City Administrator Nevinski; Director of Public Works Morreim; Finance Director Schmuck; and City Engineer Budde

Absent: None

C. Review Agenda

Sanschagrin moved, Gorham seconded, approving the agenda as presented.

Motion passed.

2. CONSENT AGENDA

Mayor Labadie reviewed the items on the Consent Agenda.

Councilmember DiGruttolo asked to move items 2.F. and 2.H. to the regular agenda.

Mayor Labadie explained that those items would be moved to agenda item 8, General/New Business, as items A and B.

Maddy moved, Sanschagrin seconded, Approving the Motions Contained on the Consent Agenda and Adopting the Resolutions Therein.

A. City Council Work Session Minutes of July 28, 2025

B. City Council Regular Meeting Minutes of July 28, 2025

C. Approval of the Verified Claims List

D. Freeman Park Trail Improvements - Final Acceptance and Payment, City Project 22-05, Approving RESOLUTION NO. 25-067, "A Resolution to Approve and Accept Improvements and Authorize Final Payment for the Freeman Park Trail Improvements Project; City Project 22-05".

E. Recruitment for Community Center Attendants

~~F. New Hire: Administrative Assistant (moved to item 8.A.)~~

G. Freeman Park Field 1 Fence Replace, Approving RESOLUTION NO. 25-068, "A Resolution Approving a Proposed Public Improvement Project to Replace the Field 1 Fence at Freeman Park"

~~H. HVAC Maintenance Agreement (moved to item 8.B.)~~

I. Accept Resignation of Senior Accountant and Approve Recruitment

Motion passed.

3. MATTERS FROM THE FLOOR

4. REPORTS AND PRESENTATIONS

A. Christmas Lake AIS Program Update

Steve Sundberg, 6244 Ridge Road, Chanhassen, explained that he was the new President of the Christmas Lake Home Owners Association. He provided a brief overview of a research project that they, along with the Lake Minnetonka Association, have been supporting, which focuses on the evolving use of eDNA in the early detection of AIS. He also shared concerns regarding Starry Stonewort and Hydrilla.

Joe Schneider, 21125 Christmas Lane, expressed his appreciation for the public/private partnership between the Christmas Lake Association, the City, and the County. He explained that there are access gates to the parking lot that have not been working for about ten years and noted that they plan to fund the gate repairs. He stated that they were requesting that the City commit to repairing the asphalt around the gates as soon as possible.

Public Works Director Morreim stated that he had not been out to look at the area, but explained that it should be easy for them to add to their patching repair plans.

City Administrator Nevinski explained that for anyone watching the meeting on Zoom, they appeared to be having problems with their camera, but believed that the audio and the PowerPoint slides were working normally.

Councilmember Maddy asked if the area that needed to be patched was public property. Public Works Director Morreim stated that he was pretty positive it was owned by the City.

5. PARKS

A. Report by Commissioner Wenner on July 22, 2025, Park Commission Meeting

Park Commissioner Wenner gave an overview of the discussion and recommendations from the July 22, 2025, Park Commission meeting.

Councilmember DiGruttolo noted that the Park Commission had moved the Cathcart funding to the following year and asked what needed to be done at Cathcart. Commissioner Wenner

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AUGUST 11, 2025

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explained that within the CIP budget, they have around \$200,000 earmarked for new equipment because it was aging out. She noted that they had discussed buying new equipment, but were also considering whether it might be feasible to sandblast and repaint the existing equipment, because it was structurally fine. City Administrator Nevinski noted that because the City was in the middle of doing the Parks Master Plan, some of the anticipated projects may shift around. He explained that they would not know this information in time to set the budget, so part of what they were looking to do was to have money there, so if something is identified through this process that is urgent in 2026, they would have some money to do it.

Mayor Labadie asked the Park Commission to check into the possibility of getting paint donated for the hockey boards and also dedication bricks for the walkways as a way to potentially help fund some park improvements. Commissioner Wenner noted that she would like to see the City come up with a way to recognize volunteers or businesses who make donations to the City, such as paint for the hockey boards.

Councilmember DiGruttolo noted that at one of their recent meetings, Mayor Labadie had suggested that the Park Commission contact the high school to see if there may be interest in having a student serving on the Commission, in a non-voting capacity. She stated that she would like to see the City explore this idea.

6. PLANNING

7. ENGINEERING/PUBLIC WORKS

A. SE Area Water Treatment Contract, City Project 24-08

Public Works Director Morreim outlined the proposed repairs and improvements to the SE Area Water Treatment area, reviewed the four bids received, and explained that staff was recommending moving forward with Magney Construction, Inc. He briefly reviewed the contract pricing, where the funding would come from, ways to bridge the gap in the estimate and the bids, and noted that it would be reduced by thirty-five thousand and could potentially have an additional savings of twelve thousand dollars, depending on some of the test results.

Councilmember DiGruttolo stated that the plans were to replace the existing controls because of the aging computer system, which she assumed was a SCADA issue, and asked if there were any cyber possibilities. Public Works Director Morreim explained that the controls were separate from the SCADA controls. He stated that for their cybersecurity, with these controls, the City will get the data, but the systems cannot be controlled from an external computer unless there is a device plugged in at the building. He stated that in this instance, the cybersecurity is a bit on the low-tech side, but it works better than many others, where things can be controlled remotely.

Councilmember asked if the \$60,000 for engineering and administrative fees was high. Public Works Director Morreim explained the reasons that he believed those fees were reasonable.

Councilmember Gorham asked if the City had the materials they had preordered. City Engineer Budde noted that the City was waiting for the contractor to accept the materials, unload them at the site, and put them into their hands, as the responsible party.

Councilmember DiGruttolo asked what the risk was of not doing the chlorine HVAC thing with this project. City Engineer Budde stated that the plan would be to package the HVAC with one of the

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

AUGUST 11, 2025

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alternatives and do it as a future CIP project. He explained that the system was old, but Public Works staff had communicated that it was still functioning.

Gorham moved, Sanschagrín seconded, Approving RESOLUTION 25-069, “A Resolution to Accept Bids and Award Contract for the SE Area Water Improvements Project; City Project 24-08.” Motion carried.

B. Surplus Items

Public Works Director Morreim outlined the maintenance equipment and other miscellaneous items that staff would like to sell. He explained that Public Works had been putting together a list of smaller capital items that they would like to use the proceeds of this sale to purchase, including: magnetic manhole lifter; portable radar speed limit signs; brine storage tank/transfer pump; shipping container; logging grapple attachment; stump grinder attachment; and mowing deck attachment.

Councilmember Gorham asked if the smaller capital items were included in the CIP. Public Works Director Morreim explained that they were not included in the CIP and were items that have come up over the last year.

Councilmember DiGruttolo stated that she loved this approach with ingenuity and innovation in their approach to sell equipment and use the proceeds for additional Public Works needs. She asked if they would get additional proceeds if they were able to purchase another shipping container for use as a makeshift bay or for some other use.

Sanschagrín moved, DiGruttolo seconded, Approving RESOLUTION 25-070, “A Resolution Declaring Inventory as Surplus and Authorizing the Sale of the Same or Disposal of” Motion carried.

DiGruttolo moved, Sanschagrín seconded, Approving the Procurement of Small Capital items, as presented, following the surplus disposal approved in RESOLUTION 25-070. Motion carried.

8. GENERAL/NEW BUSINESS

A. New Hire: Administrative Assistant (formerly Consent Agenda item 2.F.)

Councilmember DiGruttolo explained that she was surprised that the City would consider hiring an Administrative Assistant at a Grade 7, Step F, because it is near the top of the scale. She stated that she felt this salary was a lot for the expectations and duties in this position. City Administrator Nevinski noted that Grade 7 was part of the City’s compensation plan, which had been updated in 2023 following a compensation study. He stated that the previous employee in this position was also in Grade 7 and explained that one of the reasons the City had the grid system in the compensation plan was so they knew where to properly place people, so there was consistency. He explained that it also speaks to fairness and noted that the individual the City was looking to hire had 25 years of experience in local government, which staff felt was worth something.

Councilmember DiGruttolo stated that it felt like a moot point and noted that there would be very little room for the opportunity to be promoted because she would be starting at the very top. She

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES

AUGUST 11, 2025

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asked if this job required somebody who had 25 years of experience, and that was why staff had recommended this individual. City Administrator Nevinski stated that staff went through the process of reviewing about 150 applications. He explained that they were fortunate that some very talented people had applied, and this individual rose to the top in terms of skill set and personality. He stated that this is a very public-facing position, so having the customer service experience and the ability to understand and work within a government organization was important and valuable.

Councilmember DiGruttolo stated that what City Administrator Nevinski just described made sense, but still questioned whether the City needed to hire someone with that amount of experience at that pay level. City Administrator Nevinski reiterated that this individual rose to the top throughout the interview process.

Councilmember DiGruttolo suggested that the Council had not given good enough guidance on what they were expecting and reiterated that this seemed like a lot of money. She stated that when they had been discussing the budget, the Council was told that staffing is the largest expense, and she believed that, in this hire, the City could have saved a bit of money. City Administrator Nevinski clarified that staff were following established processes that the Council had approved. He stated that was their guidance, and there was some wiggle room within that guidance to make some judgment calls based on candidates, which they need to be able to operate efficiently and effectively.

Councilmember Sanschagrín stated that perhaps they can just provide additional direction for the future because there was not much that could be done in this instance. He stated that he thought the point that Councilmember DiGruttolo was trying to make was asking the question about whether the City needed the Cadillac or if they could have gone with the Ford Pinto, with someone with less experience who would cost the City less money.

Finance Director Schmuck stated that the compensation study done in 2023 created this grade and step level and explained how the step increases worked in this system. Councilmember DiGruttolo expressed confusion and asked if, no matter what choice they made, within a few years, the City would be paying an Administrative Assistant one hundred thousand dollars per year. Finance Director Schmuck clarified that the pay scale did not go up to one hundred thousand dollars and noted that the pay scale was just for the salary and did not include the benefits.

Sanschagrín moved, Maddy seconded, Approving the hire of Sheila Van Sloun as a probationary employee in the capacity of Administrative Assistant for the City of Shorewood. Motion carried 4-1 (DiGruttolo opposed).

B. HVAC Maintenance Agreement (formerly Consent Agenda item 2.H.)

Councilmember DiGruttolo asked how many HVAC systems the City has in its three main buildings. Public Works Director Morreim explained that City Hall has five, the SCEC has six, and Public Works has one a/c unit, and six or seven heating units, so in total there would be around twenty systems.

Councilmember DiGruttolo asked if the City needed the HVAC tracker software or if that could just be done by staff. Public Works Director Morreim stated that with the former contractor, there was nothing logged in for the City to be able to access, and this tracker software will provide the

ability to have a more of an open-facing system. He stated that this could probably be done manually, but it would take up a lot more of his time.

Councilmember DiGruttolo asked if the City would need to pay one thousand dollars every year for access to the software. Public Works Director Morreim stated that they will have to pay that fee as long as they want the software. He noted that there are plans for asset management software, so if building items could be encompassed within that, he would anticipate they would transition this tracking to that system.

Councilmember DiGruttolo asked if the City had a replacement plan for the units that were already twenty to twenty-five years old. Public Works Director Morreim explained that there was a standing mechanical item included in the City's CIP, but noted that the budgeted amount was essentially just the cost for one unit. He stated that he believed the ability to track this information would help the City be able to budget better for future replacements.

Sanschagrin moved, Maddy seconded, Approving the Service Agreement for Schwickert's Tecta America, LLC, for HVAC Maintenance Services at City Hall, Shorewood Community and Event Center, and the Public Works Maintenance Facility. Motion carried.

9. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

1. Response to Matters from the Floor on July 28, 2025

City Administrator Nevinski stated that in the staff report, he had laid out the process for approvals related to Eureka Road and the 2025 Mill and Overlay project in the City. He stressed that the plans were included throughout the approval process for anyone to be able to see.

Other

Public Works Director Morreim stated that a new employee, Robert Huckstrom, began about two weeks ago and has been able to hit the ground running. He stated that Public Works has spent the last three weeks doing tree removal at Freeman Park and, thus far, has removed about one hundred trees in conjunction with Hennepin County and has prepped another fifty trees. He explained that they are planning to continue this process through the next six to twelve months. He noted that the City will have a contractor in the park to handle some of the larger tree removals that are necessary. He stated that Public Works had also been working on pothole patching, buckthorn removal, and had also spent some time watering trees.

City Engineer Budde stated that the contractor had finished paving the 2025 Mill and Overlay streets and was working on final clean-up and turf establishment. He stated that staff has prepared a punch list that they will be sending to them, so they can start checking those items off. He stated that staff were continuing to work on the Galpin Lake Trail design project and the Mill Street Watermain project.

Finance Director Schmuck stated that they have received some questions related to the audit RFP and expected the bids to come in at the end of next week.

CITY OF SHOREWOOD REGULAR COUNCIL MEETING MINUTES
AUGUST 11, 2025
Page 7 of 8

City Administrator Nevinski stated that on the Planning front, the City was working with a consultant on the zoning audit, which would most likely be discussed by the Council sometime in October. He stated that the rental licensing module that the Council had approved was up and running, and the renewal process would start in October. He stated that related to Parks, the Master Plan survey will close on August 14, 2025, and stakeholder meetings will be held on August 15, 2025. He reminded the Council that Movie in the Park would be August 22, 2025, at Freeman Park, where they will show Lilo and Stitch. He stated that the Excelsior Fire District budget would be discussed on August 13, 2025, by the Board. He thanked everyone who participated in Night to Unite activities and encouraged the Council to send him any comments or feedback they may have. He stated that he had distributed information on the dais related to MnDOT and Highway 7, additional budgetary needs for the recommendations that will be coming out of the corridor study, and the possibility of sending one member of the Council to a conference to meet with legislators regarding funding. He noted that he had also attached the Council's policy related to out-of-state travel and explained that if this was something that the Council supported, staff would bring it back at the next meeting for formal approval of sending someone out. He stated that he would estimate the cost to send someone to the Capitol would be from one thousand five hundred dollars to two thousand dollars.

Mayor Labadie stated that this was an important event to attend and explained the reasons she felt going this year, along with the mayor of Minnetonka, made sense, rather than waiting until next year. She noted that Senator Ann Johnson Stewart met with area mayors last week and told them that she was aware of the potential funding gap for the Highway 7 project and expressed the need to begin lobbying. She explained that she would be interested in traveling to Washington, D.C. alongside the Minnetonka mayor, if it could be approved.

Councilmember DiGruttolo asked what Mayor Labadie expected to learn or gain in Washington, D.C. that could not be learned/gained back in Minnesota because this is a local Minnesota problem. Mayor Labadie explained that there would also be a large conference in Washington, D.C., so there would be representatives from MnDOT, along with everyone related to transportation. She stated that she believed it was a good contact and networking opportunity for the Highway 7 project. She noted that she was not completely sure what they would gain by attending, which is why she felt it was important to attend, alongside the Minnetonka mayor, who has experience with this. She asked City Engineer Budde about the lobbying efforts that Bolton and Menk had done for other corridor projects.

City Engineer Budde acknowledged that Bolton and Menk had been involved and stated that it was a process. He stated that Shorewood has focused on the safety aspect of the Highway 7 project being the priority, so being able to lobby and get Federal funds to fill the gap would be a realistic solution. He stated that the ultimate goal would be to try to get a large amount of Federal funding to fill the funding gap for this project in 2029, but also for future improvements along the entire corridor.

Councilmember DiGruttolo asked if Mayor Labadie would be lobbying in Washington, D.C. Mayor Labadie explained that they would be attending the Transportation Alliance meeting and would have private meetings set up with various officials.

Councilmember Gorham asked if the lobbying activities would be tied to the Transportation Alliance. Mayor Labadie stated that her understanding was that it would involve attending the seminar and then, in addition to that, having the chance to meet with the elected officials, but she did not know if those individuals would also be attending the conference.

Councilmember Gorham explained that he had been part of projects where they had made trips to Washington, D.C., and believed there was value in meeting on their turf and showing the dedication and passion to a project. Mayor Labadie stated that it sounded like the Council wanted additional information before approving travel to Washington, D.C.

Councilmember DiGruttolo explained that she would like to see exactly what Mayor Labadie hoped to get out of traveling to Washington, D.C., and what she would consider a success. She stated that, in her opinion, a networking event in Washington, D.C. would not be worth spending two thousand dollars of the City's money.

The Council discussed the pros and cons of sending someone to Washington, D.C. to attend the conference and lobby, funding options since this would be an unbudgeted expense, and advice from the Minnetonka mayor. Mayor Labadie stated that she would bring back additional details to the next Council meeting for consideration.

B. Mayor and City Council

Councilmember DiGruttolo thanked City Administrator Nevinski for allowing her to ride along with him during Night to Unite. She noted that most of the feedback she heard that night was positive, except for feedback that people who live on Radisson Road really want water and were angry with the City because they felt as though they were being ignored.

Councilmember Gorham stated that he heard positive feedback about City Engineer Budde regarding the street projects in the Shorewood Oaks area.

Councilmember Sanschagrín suggested that they add the inventory of city-owned properties to the 'Tentative Topics' list. City Administrator Nevinski stated that the item could be added to a future agenda as an informational update. Councilmember Sanschagrín stated that there was a meeting coming up with the LMCC on August 14, 2025, and briefly reviewed the proposed agenda items.

Mayor Labadie stated that there was great attendance at the Night to Unite activities. She stated that Senator Ann Johnson Stewart met with the mayors in her district and gave an overview of the topics of discussion during the meeting.

10. ADJOURN

Sanschagrín moved, Gorham seconded, Adjourning the City Council Regular Meeting of July 14, 2025, at 9:04 P.M.

Motion passed.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD
CITY COUNCIL CLOSED SESSION MEETING
MONDAY, AUGUST 11, 2025

5755 COUNTRY CLUB ROAD
COUNCIL CHAMBERS
9:09 P.M.

MINUTES

1. CONVENE CITY COUNCIL CLOSED SESSION MEETING

Mayor Labadie called the meeting to order at 9:09 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers DiGruttolo, Maddy, Sanschagrín, and Gorham;
City Administrator Nevinski

Absent: None

B. Review Agenda

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

2. CLOSED SESSION: City Administrator Annual Performance Review

Maddy moved, DiGruttolo seconded, moving into closed session as presented and read aloud by Mayor Labadie at 9:12 P.M. the below statement. Motion passed 5/0.

Pursuant to Minnesota Statutes, section 13D. 03, subdivision 1(b), the City Council will move into a Closed Session to discuss the performance of the City Administrator.

The City Administrator reviewed progress to date on the Council's 2025 Strategic Priorities. The Council noted it was pleased with the administrator's performance, discussed areas and activities he did well and actions the Administrator could take to better support the Council in its role.

Maddy moved, Sanschagrín seconded, moving to reopen the closed session at 9:51 P.M. Motion passed 5/0.

3. ADJOURN

Maddy moved, Sanschagrín seconded, Adjourning the City Council Closed Session Meeting of August 11, 2025, at 9:52 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Verified Claims
Meeting Date: August 28, 2025
Prepared by: Jeanne Schmuck, Finance Director
Attachments: Claims Lists

Item
2D

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-08-11-2025-ACH	\$ 90,780.54
Payroll-08-11-2025-AP	\$ 95,970.40
Council-08-25-2025	\$395,093.56

Total Claims: Checks & ACH	\$581,844.50
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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: jschmuck@ci.shorewood.mn.us
Printed: 08/21/2025 - 2:08PM
Batch: 00001.08.2025 - PR 8/11/2025



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	90,780.54	CASH AND INVESTMENTS
700-00-2170-0000	90,780.54	0.00	GROSS PAYROLL CLEARING
	90,780.54	90,780.54	
Report Totals:	90,780.54	90,780.54	

Accounts Payable

To Be Paid Proof List

User: jschmuck@ci.shorewood.mn.us
Printed: 08/11/2025 - 2:35PM
Batch: 00003.08.2025 - PR 8/11/2025



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description								
AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL									
4	8/11/2025	210.00	0.00	08/11/2025				No	0
700-00-2185-0000 DENTAL - UNION				PR Batch 00001.08.2025 Dental-Union Benefit		PR Batch 00001.08.2025 Dental-Union Benefit			
Total:		210.00							
AFSCME CO 5 MEMBER		210.00							
AFSCME MN COUNCIL 5 - UNION DUES									
12	8/11/2025	209.51	0.00	08/11/2025				No	0
700-00-2182-0000 UNION DUES				PR Batch 00001.08.2025 Union Dues		PR Batch 00001.08.2025 Union Dues			
Total:		209.51							
AFSCME MN COUNCIL		209.51							
ALLSTATE BENEFITS									
1511	8/11/2025	69.59	0.00	08/11/2025				No	0
700-00-2189-0000 VOLUNTARY-MEDICAL INSURANCE				PR Batch 00001.08.2025 Insurance-Accident Benefit		PR Batch 00001.08.2025 Insurance-Accident Benefit			
700-00-2189-0000 VOLUNTARY-MEDICAL INSURANCE	8/11/2025	278.72	0.00	08/11/2025				No	0
700-00-2189-0000 VOLUNTARY-MEDICAL INSURANCE				PR Batch 00001.08.2025 Insurance-Hospital Benefit		PR Batch 00001.08.2025 Insurance-Hospital Benefit			
700-00-2189-0000 VOLUNTARY-MEDICAL INSURANCE	8/11/2025	476.76	0.00	08/11/2025				No	0
700-00-2189-0000 VOLUNTARY-MEDICAL INSURANCE				PR Batch 00001.08.2025 Insurance-Critical Benefit		PR Batch 00001.08.2025 Insurance-Critical Benefit			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	Total:	825.07							
	ALLSTATE BENEFITS To	825.07							
EFTPS - FEDERAL W/H									
5									
700-00-2174-0000 FICA/MEDICARE TAX PAYABLE	8/11/2025	8,364.17	0.00	08/11/2025	PR Batch 00001.08.2025 FICA Employee Portion	PR Batch 00001.08.2025 FICA Employee Portion		No	0
700-00-2174-0000 FICA/MEDICARE TAX PAYABLE	8/11/2025	8,364.17	0.00	08/11/2025	PR Batch 00001.08.2025 FICA Employee Portion	PR Batch 00001.08.2025 FICA Employee Portion		No	0
700-00-2174-0000 FICA/MEDICARE TAX PAYABLE	8/11/2025	1,956.14	0.00	08/11/2025	PR Batch 00001.08.2025 Medicare Employee Portion	PR Batch 00001.08.2025 Medicare Employee Portion		No	0
700-00-2174-0000 FICA/MEDICARE TAX PAYABLE	8/11/2025	1,956.14	0.00	08/11/2025	PR Batch 00001.08.2025 Medicare Employee Portion	PR Batch 00001.08.2025 Medicare Employee Portion		No	0
700-00-2172-0000 FEDERAL WITHHOLDING PAYABLE	8/11/2025	18,279.20	0.00	08/11/2025	PR Batch 00001.08.2025 Federal Income Tax	PR Batch 00001.08.2025 Federal Income Tax		No	0
Total:		38,919.82							
EFTPS - FEDERAL W/H T		38,919.82							
FIDELITY SECURITY LIFE INSURANCE COMPANY									
1165									
700-00-2186-0000 VOLUNTARY VISION	8/11/2025	227.10	0.00	08/11/2025	PR Batch 00001.08.2025 Vision-Avesis Benefit	PR Batch 00001.08.2025 Vision-Avesis Benefit		No	0
Total:		227.10							
FIDELITY SECURITY LI		227.10							
GEN DIGITAL, INC.									
1510									
700-00-2188-0000 VOLUNTARY-IDENTITY THEFT	8/11/2025	115.89	0.00	08/11/2025	PR Batch 00001.08.2025 Protection-NortonLife Benefit	PR Batch 00001.08.2025 Protection-NortonLife Benefit		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	Total:	115.89							
GEN DIGITAL, INC. Tota									
HEALTH PARTNERS-MEDICAL									
6									
700-00-2171-0000 HEALTH INSURANCE PAYABLE	8/11/2025	16,565.37	0.00	08/11/2025	PR Batch 00001.08.2025 Health Insurance-HSA -Benefit	PR Batch 00001.08.2025 Health Insurance-HSA-Benefit		No	0
	8/11/2025	1,327.87	0.00	08/11/2025				No	0
700-00-2171-0000 HEALTH INSURANCE PAYABLE	8/11/2025	7,022.30	0.00	08/11/2025	PR Batch 00001.08.2025 Health Insurance-HSA	PR Batch 00001.08.2025 Health Insurance-HSA		No	0
700-00-2171-0000 HEALTH INSURANCE PAYABLE	8/11/2025	370.73	0.00	08/11/2025	PR Batch 00001.08.2025 Health Insurance-CoPay Benefit	PR Batch 00001.08.2025 Health Insurance-CoPay Benefit		No	0
700-00-2171-0000 HEALTH INSURANCE PAYABLE	8/11/2025		0.00	08/11/2025	PR Batch 00001.08.2025 Health Insurance - CoPay	PR Batch 00001.08.2025 Health Insurance - CoPay		No	0
	Total:	25,286.27							
HEALTH PARTNERS-ME									
HEALTHPARTNER-DENTAL									
1166									
700-00-2184-0000 DENTAL DELTA	8/11/2025	1,604.70	0.00	08/11/2025	PR Batch 00001.08.2025 Dental-Non Union Benefit	PR Batch 00001.08.2025 Dental-Non Union Benefit		No	0
	Total:	1,604.70							
HEALTHPARTNER-DEN									
KANSAS CITY LIFE INSURANCE COMPANY									
686									
700-00-2181-0000 DISABILITY INSURANCE	8/11/2025	885.60	0.00	08/11/2025	PR Batch 00001.08.2025 Long Term Disability Benefit	PR Batch 00001.08.2025 Long Term Disability Benefit		No	0
	8/11/2025	937.14	0.00	08/11/2025				No	0
700-00-2181-0000 DISABILITY INSURANCE	8/11/2025		0.00	08/11/2025	PR Batch 00001.08.2025 Short Term Disability Benefit	PR Batch 00001.08.2025 Short Term Disability Benefit		No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
	Total:	1,822.74							
	KANSAS CITY LIFE INS	1,822.74							
MINNESOTA DEPARTMENT OF REVENUE 11	8/11/2025	6,963.08	0.00	08/11/2025				No	0
700-00-2173-0000 STATE WITHHOLDING PAYABLE				PR Batch 00001.08.2025 State Income Tax		PR Batch 00001.08.2025 State Income Tax			
Total:		6,963.08							
MINNESOTA DEPARTM		6,963.08							
MINNESOTA LIFE INSURANCE COMPANY 7	8/11/2025	1,091.62	0.00	08/11/2025				No	0
700-00-2180-0000 LIFE INSURANCE				PR Batch 00001.08.2025 MIN-Life Insurance Benefit		PR Batch 00001.08.2025 MIN-Life Insurance Benefit			
Total:		1,091.62							
MINNESOTA LIFE INSU		1,091.62							
MISSION SQUARE RETIREMNT-302131-457 2	8/11/2025	2,166.20	0.00	08/11/2025				No	0
700-00-2176-0000 DEFERRED COMPENSATION				PR Batch 00001.08.2025 MissionSq-Flat Amount-Pre-Tax		PR Batch 00001.08.2025 MissionSq-Flat Amount-Pre-Tax			
700-00-2176-0000 DEFERRED COMPENSATION	8/11/2025	100.00	0.00	08/11/2025				No	0
				PR Batch 00001.08.2025 Mission Sq-Flat Amount-Roth457		PR Batch 00001.08.2025 Mission Sq-Flat Amount-Roth457			
Total:		2,266.20							
MISSION SQUARE RETI		2,266.20							
NCPERS GROUP LIFE INSURANCE									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
10									
700-00-2180-0000 LIFE INSURANCE	8/11/2025	160.00	0.00	08/11/2025	PR Batch 00001.08.2025 PERA Life Benefit	PR Batch 00001.08.2025 PERA Life Benefit		No	0
Total:		160.00							
NCPERS GROUP LIFE IN		160.00							
OPTUM BANK									
665									
700-00-2183-0000 HEALTH SAVINGS ACCOUNT	8/11/2025	1,054.27	0.00	08/11/2025	PR Batch 00001.08.2025 HSA-Optum Bank-Benefit	PR Batch 00001.08.2025 HSA-Optum Bank-Benefit		No	0
700-00-2183-0000 HEALTH SAVINGS ACCOUNT	8/11/2025	1,558.11	0.00	08/11/2025	PR Batch 00001.08.2025 HSA-Optum Bank-Employee	PR Batch 00001.08.2025 HSA-Optum Bank-Employee		No	0
Total:		2,612.38							
OPTUM BANK Total:		2,612.38							
PERA									
9									
700-00-2175-0000 PERA WITHHOLDING PAYABLE	8/11/2025	6,236.98	0.00	08/11/2025	PR Batch 00001.08.2025 MN-PERA Deduction	PR Batch 00001.08.2025 MN-PERA Deduction		No	0
700-00-2175-0000 PERA WITHHOLDING PAYABLE	8/11/2025	7,196.49	0.00	08/11/2025	PR Batch 00001.08.2025 MN PERA Benefit Employer	PR Batch 00001.08.2025 MN PERA Benefit Employer		No	0
Total:		13,433.47							
PERA Total:		13,433.47							
PRE-PAID LEGAL SERVICES, INC									
1512									
700-00-2187-0000 VOLUNTARY-LEGALSHIELD	8/11/2025	197.55	0.00	08/11/2025	PR Batch 00001.08.2025 Protection-LegalShield Benefit	PR Batch 00001.08.2025 Protection-LegalShield Benefit		No	0
Total:		197.55							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
	PRE-PAID LEGAL SERVI	197.55							
VOYA FINANCIAL 1091	8/11/2025	25.00	0.00	08/11/2025	PR Batch 00001.08.2025 Deferred Comp-Yoya-Pre Tax	No			0
700-00-2176-0000 DEFERRED COMPENSATION					PR Batch 00001.08.2025 Deferred Comp-Yoya-Pre Tax				
Total:		25.00							
VOYA FINANCIAL Total		25.00							
Report Total:		95,970.40							

Accounts Payable

To Be Paid Proof List

User: jschmuck@ci.shorewood.mn.us
Printed: 08/21/2025 - 1:49PM
Batch: 00004.08.2025 - Council-08-25-2025



Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description								
ADVANCED IMAGING SOLUTIONS									
105									
INV360509	8/4/2025	52.00	0.00	08/25/2025				No	0
101-19-4221-0000 MAINTENANCE OF EQUIPMENT									
Konica Minolta/C658 Copier-August Base Rate Chg									
INV360509 Total:		52.00							
ADVANCED IMAGING S		52.00							
AMERICAN LAND AND CAPITAL									
1569									
Excelsior Woods	8/21/2025	76,781.00	0.00	08/25/2025				No	0
880-00-2200-0000 ESCROW DEPOSITS PAYABLE									
Partial Release Surety Bond Excelsior Woods									
Excelsior Woods Total:		76,781.00							
AMERICAN LAND AND		76,781.00							
ARCPOINT LABS OF EDINA									
817									
16547	7/31/2025	79.75	0.00	08/25/2025				No	0
101-32-4305-0000 DRUG TESTING									
FMCSA Drug Testing Mgmt.									
16547 Total:		79.75							
ARCPOINT LABS OF ED		79.75							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
ARVIG 1412 August 2025	7/28/2025	855.17	0.00	08/25/2025				No	0
101-19-4321-0000 COMMUNICATIONS - VOICE/DATA				Act#3101049-August Phones/Internet Services					
	August 2025 Total:	855.17							
	ARVIG Total:	855.17							
BANK OF MONTREAL 868									
Jul-2025-Brenda	7/27/2025	50.00	0.00	08/25/2025				No	0
101-13-4433-0000 DUES AND SUBSCRIPTIONS				MCFOA Membership					
	Jul-2025-Brenda Total:	50.00							
*** Jul-2025-Chris	7/27/2025	23.73	0.00	08/25/2025				No	0
101-52-4245-0000 GENERAL SUPPLIES				Pest Control Product					
*** Jul-2025-Chris	7/27/2025	245.08	0.00	08/25/2025				No	0
101-32-4247-0000 TREES PURCHASED-PWs				Tree Watering Bags					
*** Jul-2025-Chris	7/27/2025	74.68	0.00	08/25/2025				No	0
101-32-4212-0000 MOTOR FUELS & LUBRICANTS				Fuel					
*** Jul-2025-Chris	7/27/2025	156.77	0.00	08/25/2025				No	0
101-32-4245-0000 GENERAL SUPPLIES				Garbage Can Lids					
	Jul-2025-ChrisH Total:	500.26							
Jul-2025-ChrisP	7/27/2025	34.90	0.00	08/25/2025				No	0
101-32-4245-0000 GENERAL SUPPLIES				Bottle Water					
	Jul-2025-ChrisP Total:	34.90							
Jul-2025-CityCa	8/21/2025	4,034.79	0.00	08/25/2025				No	0
101-00-2085-0000 PERMIT SURCHARGES PAYABLE				Dept of Labor-State Surcharge 2nd Qtr					
	Jul-2025-CityCa Total:	4,034.79							
*** Jul-2025-CityC	7/27/2025	40.00	0.00	08/25/2025				No	0
101-19-4223-0000 MAINTENANCE OF BUILDINGS				Culligan Bottled Water - C.H.					
*** Jul-2025-CityC	7/27/2025	15,507.80	0.00	08/25/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
621-00-4400-0000 CONTRACTUAL SERVICES									
*** Jul-2025-CityC	7/27/2025	454.67	0.00	08/25/2025	Republic Services-Residents Recycling Svcs			No	0
101-32-4400-0000 CONTRACTUAL SERVICES					Curbside Waste-Public Works				
*** Jul-2025-CityC	7/27/2025	1,190.27	0.00	08/25/2025	Chanhassen-18505-001-Water Charge			No	0
601-00-4263-0000 WATER PURCHASES-CHANHASSEN									
*** Jul-2025-CityC	7/27/2025	143.61	0.00	08/25/2025	Curbside Waste-SSCC			No	0
201-00-4400-0000 CONTRACTUAL SERVICES									
*** Jul-2025-CityC	7/27/2025	62.12	0.00	08/25/2025	Chanhassen-18505-000-Water Charge			No	0
601-00-4263-0000 WATER PURCHASES-CHANHASSEN									
*** Jul-2025-CityC	7/27/2025	401.60	0.00	08/25/2025	Republic Services-Organic Recycling			No	0
621-00-4400-0026 ORGANIC GARBAGE									
*** Jul-2025-CityC	7/27/2025	23.49	0.00	08/25/2025	AT&T - Wade's Ipad			No	0
101-24-4321-0000 COMMUNICATIONS - VOICE/DATA									
Jul-2025-CityCard Total:		17,823.56							
*** Jul-2025-EricW	7/27/2025	30.37	0.00	08/25/2025	Business Cards Aaron			No	0
101-18-4351-0000 PRINTING AND PUBLISHING									
*** Jul-2025-EricW	7/27/2025	30.38	0.00	08/25/2025	Business Cards Mitch			No	0
101-53-4351-0000 PRINTING AND PUBLISHING									
*** Jul-2025-EricW	7/27/2025	45.93	0.00	08/25/2025	Business Cards Andy			No	0
101-32-4351-0000 PRINTING AND PUBLISHING									
*** Jul-2025-EricW	7/27/2025	30.00	0.00	08/25/2025	Parks Survey Cards			No	0
101-53-4351-0000 PRINTING AND PUBLISHING									
*** Jul-2025-EricW	7/27/2025	8.58	0.00	08/25/2025	Water/Ice Concert in Park			No	0
101-53-4444-0000 ENTERTAINMENT IN THE PARK									
Jul-2025-EricW Total:		145.26							
*** Jul-2025-Jake	7/27/2025	54.98	0.00	08/25/2025	Computer Supplies			No	0
101-18-4200-0000 OFFICE SUPPLIES									
*** Jul-2025-Jake	7/27/2025	6.49	0.00	08/25/2025	Phone Case			No	0
101-18-4200-0000 OFFICE SUPPLIES									
*** Jul-2025-Jake	7/27/2025	279.30	0.00	08/25/2025	Standing Desk			No	0
101-18-4221-0000 MAINTENANCE OF EQUIPMENT									
Jul-2025-Jake Total:		340.77							
*** Jul-2025-Jerem	7/27/2025	781.44	0.00	08/25/2025	Hydraulic Hoses			No	0
101-32-4221-0000 MAINTENANCE OF EQUIPMENT									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
*** Jul-2025-Jerem	7/27/2025	90.20	0.00	08/25/2025				No	0
101-32-4400-0000 CONTRACTUAL SERVICES				Material Disposal					
*** Jul-2025-Jerem	7/27/2025	36.90	0.00	08/25/2025				No	0
101-32-4212-0000 MOTOR FUELS & LUBRICANTS				Fuel					
*** Jul-2025-Jerem	7/27/2025	122.66	0.00	08/25/2025				No	0
101-32-4221-0000 MAINTENANCE OF EQUIPMENT				Toolcat AC					
*** Jul-2025-Jerem	7/27/2025	45.87	0.00	08/25/2025				No	0
101-32-4245-0000 GENERAL SUPPLIES				Concrete					
*** Jul-2025-Jerem	7/27/2025	17.60	0.00	08/25/2025				No	0
101-32-4221-0000 MAINTENANCE OF EQUIPMENT				Filter Cover					
*** Jul-2025-Jerem	7/27/2025	82.92	0.00	08/25/2025				No	0
101-32-4221-0000 MAINTENANCE OF EQUIPMENT				Chainsaw Maintenance					
*** Jul-2025-Jerem	7/27/2025	84.62	0.00	08/25/2025				No	0
101-32-4221-0000 MAINTENANCE OF EQUIPMENT				Weed Whip Parts					
Jul-2025-Jeremy Total:		1,262.21							
Jul-2025-Marc	7/27/2025	340.84	0.00	08/25/2025				No	0
101-11-4331-0000 TRAVEL, CONFERENCE & SCHOOL				LMC Conference Hotel - Labadie					
Jul-2025-Marc Total:		340.84							
*** Jul-2025-Matt	7/27/2025	90.00	0.00	08/25/2025				No	0
101-32-4400-0000 CONTRACTUAL SERVICES				PW Pest Control					
*** Jul-2025-Matt	7/27/2025	17.00	0.00	08/25/2025				No	0
101-32-4321-0000 COMMUNICATIONS - VOICE/DATA				Communications					
*** Jul-2025-Matt	7/27/2025	29.99	0.00	08/25/2025				No	0
101-32-4245-0000 GENERAL SUPPLIES				Tape					
*** Jul-2025-Matt	7/27/2025	85.39	0.00	08/25/2025				No	0
101-52-4245-0000 GENERAL SUPPLIES				Dog Waste Bags					
*** Jul-2025-Matt	7/27/2025	49.70	0.00	08/25/2025				No	0
101-32-4223-0000 MAINTENANCE OF BUILDINGS				Surveillance Signs					
Jul-2025-MattM Total:		272.08							
*** Jul-2025-Mitch	7/27/2025	22.99	0.00	08/25/2025				No	0
201-00-4200-0000 OFFICE SUPPLIES				Desk Organizer					
*** Jul-2025-Mitch	7/27/2025	12.99	0.00	08/25/2025				No	0
201-00-4200-0000 OFFICE SUPPLIES				Laptop Stand					
*** Jul-2025-Mitch	7/27/2025	8.49	0.00	08/25/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
201-00-4200-0000 OFFICE SUPPLIES									
*** Jul-2025-Mitch	7/27/2025	15.00	0.00	08/25/2025	Phone Case			No	0
101-53-4245-0000 GENERAL SUPPLIES					Staff Scheduling				
*** Jul-2025-Mitch	7/27/2025	62.99	0.00	08/25/2025	Extension Cords/Supplies			No	0
101-53-4246-0000 PROGRAM SUPPLIES									
	Jul-2025-Mitch Total:	122.46							
*** Jul-2025-Nelia	7/27/2025	75.65	0.00	08/25/2025	Cardio Cartridge			No	0
101-19-4221-0000 MAINTENANCE OF EQUIPMENT									
*** Jul-2025-Nelia	7/27/2025	154.92	0.00	08/25/2025	General Supplies CH			No	0
101-13-4245-0000 GENERAL SUPPLIES					General Supplies CH				
*** Jul-2025-Nelia	7/27/2025	38.66	0.00	08/25/2025	General Supplies SCEC			No	0
201-00-4245-0000 GENERAL SUPPLIES					General Supplies SCEC				
*** Jul-2025-Nelia	7/27/2025	133.35	0.00	08/25/2025	Office Supplies			No	0
101-13-4200-0000 OFFICE SUPPLIES									
	Jul-2025-Nelia Total:	402.58							
Jul-2025-Robert	7/27/2025	38.00	0.00	08/25/2025	Fuel			No	0
101-32-4212-0000 MOTOR FUELS & LUBRICANTS									
	Jul-2025-Robert Total:	38.00							
*** Jul-2025-Ryan	7/27/2025	120.99	0.00	08/25/2025	Fuel			No	0
101-32-4212-0000 MOTOR FUELS & LUBRICANTS					Fuel				
*** Jul-2025-Ryan	7/27/2025	82.20	0.00	08/25/2025	Sweeping Disposal			No	0
101-32-4400-0000 CONTRACTUAL SERVICES									
	Jul-2025-Ryan Total:	203.19							
Jul-2025-Sandie	7/27/2025	503.26	0.00	08/25/2025	Hotel LMC Annual Conference			No	0
101-13-4331-0000 TRAVEL, CONFERENCE & SCHOOL									
	Jul-2025-Sandie Total:	503.26							
Jul-2025-TimK	7/27/2025	54.00	0.00	08/25/2025	Fuel			No	0
101-32-4212-0000 MOTOR FUELS & LUBRICANTS									
	Jul-2025-TimK Total:	54.00							
Jul-2025-ToddR	7/27/2025	42.04	0.00	08/25/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
101-32-4212-0000 MOTOR FUELS & LUBRICANTS									
	Jul-2025-ToddR Total:	42.04							
*** Jul-2025-Wade	7/27/2025	-109.99	0.00	08/25/2025				No	0
101-24-4221-0000 MAINTENANCE OF EQUIPMENT				Drone Insurance Refund (Fraud)					
*** Jul-2025-Wade	7/27/2025	50.00	0.00	08/25/2025				No	0
101-24-4212-0000 MOTOR FUELS & LUBRICANTS									
*** Jul-2025-Wade	7/27/2025	50.11	0.00	08/25/2025	Fuel			No	0
101-24-4245-0000 GENERAL SUPPLIES				Drone Supplies					
*** Jul-2025-Wade	7/27/2025	30.38	0.00	08/25/2025	Drone Supplies			No	0
101-24-4245-0000 GENERAL SUPPLIES				Drone Supplies					
*** Jul-2025-Wade	7/27/2025	5.00	0.00	08/25/2025	Drone Supplies			No	0
101-24-4245-0000 GENERAL SUPPLIES				Drone Registration					
*** Jul-2025-Wade	7/27/2025	50.01	0.00	08/25/2025	Drone Registration			No	0
101-24-4212-0000 MOTOR FUELS & LUBRICANTS									
	Jul-2025-WadeW Total:	75.51							
	BANK OF MONTREAL	26,245.71							
BLUE NET INC									
1509									
62541	8/15/2025	4,747.83	0.00	08/25/2025				No	0
101-19-4321-0000 COMMUNICATIONS - VOICE/DATA				Monthly Network Service-September					
	62541 Total:	4,747.83							
	BLUE NET INC Total:	4,747.83							
BOLTON & MENK, INC.									
677									
0369717	7/31/2025	12,705.00	0.00	08/25/2025				No	0
402-00-4400-0000 CONTRACTUAL SERVPCEs				Proj.#25X.138861-Park System Plan-Pk Master Plan-July 2					
	0369717 Total:	12,705.00							
0369939	7/31/2025	1,040.00	0.00	08/25/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
631-00-4303-0000 ENGINEERING FEES				Proj.# OC1.126162-2023-2024 Pond Maintenance-July					
	0369939 Total:	1,040.00							
0369940	7/31/2025	1,623.00	0.00	08/25/2025	Proj.# OC1.133334-2024 Mill & Overlay/Smithtown-July			No	0
419-00-4303-0000 ENGINEERING FEES									
	0369940 Total:	1,623.00							
*** 0369944	7/31/2025	2,585.00	0.00	08/25/2025	Proj.# OC1.120898-4-GIS-Utilities-Street/Planning-July			No	0
101-31-4303-0000 ENGINEERING FEES	7/31/2025	2,217.50	0.00	08/25/2025	Proj.# OC1.120898-3-GIS-Utilities-Stormwater-July			No	0
*** 0369944	7/31/2025	3,421.00	0.00	08/25/2025	Proj.# OC1.120898--2-GIS-Utilities-Water-July			No	0
631-00-4303-0000 ENGINEERING FEES	7/31/2025	2,052.50	0.00	08/25/2025	Proj.# OC1.120898-1-GIS-Utilities-Sewer-July			No	0
*** 0369944	7/31/2025								
611-00-4303-0000 ENGINEERING FEES									
	0369944 Total:	10,276.00							
0369946	7/31/2025	15,866.50	0.00	08/25/2025	Proj.# OC1.123603-General Engineering-July			No	0
101-31-4303-0000 ENGINEERING FEES									
	0369946 Total:	15,866.50							
0369949	7/31/2025	81,816.00	0.00	08/25/2025	Proj.# 24X.136948-2025 Mill & Overlay Construction-July			No	0
420-00-4303-0000 ENGINEERING FEES									
	0369949 Total:	81,816.00							
0369953	7/31/2025	1,721.00	0.00	08/25/2025	Proj.# 25X.139039-Pavement Management Plan-July			No	0
404-00-4620-0007 PAVEMENT MANAGEMENT PLAN									
	0369953 Total:	1,721.00							
0369954	7/31/2025	1,929.50	0.00	08/25/2025	Proj.# 24X.135611-6180 Cardinal Drive-July			No	0
880-00-2210-0000 ESCROW PASS-THRU									
	0369954 Total:	1,929.50							
0369955	7/31/2025	19,699.00	0.00	08/25/2025	Proj.# OC1.125586-Galpin Lake Road/TH7 Trail-July			No	0
422-00-4303-0000 ENGINEERING FEES									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
0369955 Total:		19,699.00							
0369956	7/31/2025	780.00	0.00	08/25/2025	Proj.# 0C1.130016-Lake Park Villas-24250Smithtown-July			No	0
880-00-2210-0000 ESCROW PASS-THRU									
0369956 Total:		780.00							
0369957	7/31/2025	650.00	0.00	08/25/2025	Proj.# 0C1.127484-Maple Shores Development-July			No	0
880-00-2210-0000 ESCROW PASS-THRU									
0369957 Total:		650.00							
0369959	7/31/2025	14,976.00	0.00	08/25/2025	Proj.# 0C1.129164-Mill Street Trail-July			No	0
417-00-4303-0000 ENGINEERING FEES									
0369959 Total:		14,976.00							
0369960	7/31/2025	2,359.00	0.00	08/25/2025	Proj.# C16.122391-MS4 Administration-July			No	0
631-00-4302-0009 MS4 SERVICES									
0369960 Total:		2,359.00							
0369961	7/31/2025	10,287.50	0.00	08/25/2025	Proj.# 24X.136257-SE Area Water Improvement-July			No	0
601-00-4303-0000 ENGINEERING FEES									
0369961 Total:		10,287.50							
0369962	7/31/2025	2,502.00	0.00	08/25/2025	Proj.# C16.120341-Shorewood Ln Ravine Restore-July			No	0
631-00-4303-0000 ENGINEERING FEES									
0369962 Total:		2,502.00							
0369963	7/31/2025	205.00	0.00	08/25/2025	Proj.# 24X.137116-Shorewood Meadow--Obser/Inspect-Jul			No	0
880-00-2210-0000 ESCROW PASS-THRU									
0369963 Total:		205.00							
0369964	7/31/2025	1,427.50	0.00	08/25/2025	Proj.# C16.121661-Walnut Grove Villas - Shaeftco-July			No	0
880-00-2210-0000 ESCROW PASS-THRU									
0369964 Total:		1,427.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
0369965	7/31/2025	410.00	0.00	08/25/2025	Proj.# 24X.136951-Water Connection Program-July			No	0
601-00-4303-0000 ENGINEERING FEES									
0369965 Total:		410.00							
BOLTON & MENK, INC.		180,273.00							
Charles Cudd Co. LLC 1561									
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	3,000.00	0.00	08/25/2025	SCEC Mat Maintenance			No	0
Escrow Release									
Total:		3,000.00							
Charles Cudd Co. LLC Tot		3,000.00							
CINTAS CORPORATION (Formerly HUEBSCH) 915									
20425667	7/31/2025	70.67	0.00	08/25/2025	City Hall - Mats July			No	0
201-00-4223-0000 MAINTENANCE OF BUILDINGS									
20425667 Total:		70.67							
20425668	7/31/2025	194.00	0.00	08/25/2025					
101-19-4400-0000 CONTRACTUAL SERVICES					City Hall-First Aid Supplies			No	0
5286005706	8/13/2025	82.29	0.00	08/25/2025					
101-19-4400-0000 CONTRACTUAL SERVICES									
5286005706 Total:		82.29							
CINTAS CORPORATION		346.96							
COSTCO-CITI CARDS 1361									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
519500002130	7/14/2025	138.80	0.00	08/25/2025				No	0
101-13-4245-0000 GENERAL SUPPLIES				Benefit Mtg Supplies					
519500002130 Total:		138.80							
COSTCO-CITI CARDS T		138.80							
ECM PUBLISHERS INC									
167									
1060724	8/7/2025	56.25	0.00	08/25/2025				No	0
101-18-4351-0000 PRINTING AND PUBLISHING				PH Cannabis Ord 8/19/25					
1060725	8/7/2025	56.25	0.00	08/25/2025				No	0
101-18-4351-0000 PRINTING AND PUBLISHING				PH Grading & Steep Slope					
1060726	8/7/2025	56.25	0.00	08/25/2025				No	0
101-18-4351-0000 PRINTING AND PUBLISHING				PH Fee Schedule 8/29/25					
1060867	8/9/2025	38.70	0.00	08/25/2025				No	0
101-18-4351-0000 PRINTING AND PUBLISHING				PH Cannabis Ord 8/19/25					
1060868	8/9/2025	38.70	0.00	08/25/2025				No	0
101-18-4351-0000 PRINTING AND PUBLISHING				PH Grading & Steep Slope 8/19/25					
1060869	8/9/2025	38.70	0.00	08/25/2025				No	0
101-18-4351-0000 PRINTING AND PUBLISHING				PH Fee Schedule 8/19					
1060869 Total:		38.70							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
ECM PUBLISHERS INC T		284.85							
EGAN COMPANY									
487									
JC366082N001	8/6/2025	1,680.00	0.00	08/25/2025				No	0
101-32-4400-0000 CONTRACTUAL SERVICES									
Traffic Signal Maintenance									
JC366082N001 Total:		1,680.00							
EGAN COMPANY Total:		1,680.00							
ELLIOTT, GREGG & DIANE									
885									
	8/12/2025	1,500.00	0.00	08/25/2025				No	0
880-00-2200-0000 ESCROW DEPOSITS PAYABLE									
Escrow Release									
Total:		1,500.00							
ELLIOTT, GREGG & DIA		1,500.00							
FERGUSON WATERWORKS, LLC. No.2518									
186									
0552852	8/13/2025	62.95	0.00	08/25/2025				No	0
611-00-4245-0000 GENERAL SUPPLIES									
Sealant for MH									
0552852 Total:		62.95							
FERGUSON WATERWO		62.95							
GREENER BLADE FERTILIZATION CO. LLC									
1199									
025080308363754	8/4/2025	1,025.00	0.00	08/25/2025				No	0
101-52-4400-0000 CONTRACTUAL SERVICES									
Turf Treatments 7/9/2025									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	025080308363754 Total:	1,025.00							
025080308363755	8/4/2025	825.00	0.00	08/25/2025				No	0
101-52-4400-0000 CONTRACTUAL SERVICES				Turf Treatments 7/9/2025					
	025080308363755 Total:	825.00							
025080309150985	8/4/2025	282.00	0.00	08/25/2025				No	0
101-52-4400-0000 CONTRACTUAL SERVICES				Turf Treatments 7/9/2025					
	025080309150985 Total:	282.00							
	GREENER BLADE FERT	2,132.00							
HAWKINS, INC. 211	8/19/2025	0.00	0.00	08/25/2025				No	0
601-00-4245-0000 GENERAL SUPPLIES				Chlorine for Treatment					
	Total:	0.00							
71611431	8/8/2025	1,792.01	0.00	08/25/2025				No	0
601-00-4245-0000 GENERAL SUPPLIES				Chemical for Water Treatment					
	71611431 Total:	1,792.01							
7167668	8/15/2025	110.00	0.00	08/25/2025				No	0
601-00-4400-0000 CONTRACTUAL SERVICES				Chemical Tank Rental					
	7167668 Total:	110.00							
	HAWKINS, INC. Total:	1,902.01							
HENNEPIN COUNTY ACCOUNTS RECEIVABLE 689									
1000250426	8/1/2025	233.04	0.00	08/25/2025				No	0
101-32-4321-0000 COMMUNICATIONS - VOICE/DATA				800 MHZ Radio Fee					

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
	1000250426 Total:	233.04							
	HENNEPIN COUNTY AC	233.04							
HKGi									
1456									
024-035-11	8/14/2025	4,095.70	0.00	08/25/2025				No	0
101-18-4400-0000 CONTRACTUAL SERVICES				Zoning Code Audit-July 2025					
	024-035-11 Total:	4,095.70							
	HKGi Total:	4,095.70							
JERRY'S PRINTING									
1332									
100314	8/8/2025	50.70	0.00	08/25/2025				No	0
101-18-4245-0000 GENERAL SUPPLIES				Name Badge-Sheila					
	100314 Total:	50.70							
	JERRY'S PRINTING Total	50.70							
KATH FUEL OIL SERVICE CO.									
1515									
833014	8/5/2025	1,396.60	0.00	08/25/2025				No	0
101-32-4212-0000 MOTOR FUELS & LUBRICANTS				Fuel for Trailer					
	833014 Total:	1,396.60							
	KATH FUEL OIL SERVICE	1,396.60							
Kelly Green Irrigation									
1568									
192265	7/31/2025	769.37	0.00	08/25/2025				No	0

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
101-52-4400-0000 CONTRACTUAL SERVICES				Irrigation Repair-Trail Project					
	192265 Total:	769.37							
	Kelly Green Irrigation Tota	769.37							
KRIESEL, DREW 247									
July 2025	8/1/2025	480.00	0.00	08/25/2025				No	0
201-00-4248-0000 PROGRAM (CLASS) EXPENSES				SCEC Event Setup/Teardown - July Svc					
	July 2025 Total:	480.00							
	KRIESEL, DREW Total:	480.00							
LAKE RESTORATION, INC. 1075									
INV073158	8/6/2025	526.00	0.00	08/25/2025				No	0
101-52-4400-0000 CONTRACTUAL SERVICES				Manor Pond Treatment					
	INV073158 Total:	526.00							
	LAKE RESTORATION, I	526.00							
LDK BUILDERS, INC. 1223									
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	16,995.00	0.00	08/25/2025				No	0
	Total:	16,995.00		Escrow Release					
	LDK BUILDERS, INC. To	16,995.00							
LEHMAN, PETER 1467									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description					Reference			
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	250.00	0.00	08/25/2025				No	0
				Escrow Release					
	Total:	250.00							
	LEHMAN, PETER Total:	250.00							
Linden Hills Development, LLC									
1562									
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	100.00	0.00	08/25/2025				No	0
				Escrow Release					
	Total:	100.00							
	Linden Hills Development,	100.00							
MAHLING, GERHARDT									
663									
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	458.00	0.00	08/25/2025				No	0
				Escrow Release					
	Total:	458.00							
	MAHLING, GERHARDT	458.00							
MELNYCHUK, MICHAEL & KATHLEEN									
1261									
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	1,800.00	0.00	08/25/2025				No	0
				Escrow Release					
	Total:	1,800.00							
	MELNYCHUK, MICHAEL	1,800.00							
METRO SALES, INC.									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
283									
INV2847489	7/29/2025	170.00	0.00	08/25/2025				No	0
101-19-4221-0000 MAINTENANCE OF EQUIPMENT				Ricoh/MP-C3002 Color Copier-Repair Svc		Ricoh/MP-C3002 Color Copier			
	INV2847489 Total:	170.00							
	METRO SALES, INC. Tot	170.00							
MIDWEST OVERHEAD CRANE CORP									
287									
184064	8/12/2025	1,059.80	0.00	08/25/2025				No	0
101-32-4400-0000 CONTRACTUAL SERVICES				Annual Lift Inspections					
	184064 Total:	1,059.80							
	MIDWEST OVERHEAD	1,059.80							
MINNESOTA RECREATION & PARK ASSOCIATION									
602									
101-53-4331-0000 TRAVEL, CONFERENCE & SCHOOL	8/11/2025	460.00	0.00	08/25/2025	MRPA Conference Registration			No	0
	Total:	460.00							
	MINNESOTA RECREAT	460.00							
MISSION COMMUNICATIONS, LLC									
1068									
2011673	8/15/2025	321.10	0.00	08/25/2025	Modem Replacement			No	0
601-00-4221-0000 MAINTENANCE OF EQUIPMENT									
	2011673 Total:	321.10							
2011674	8/15/2025	2,474.75	0.00	08/25/2025	Mission Equipment Replacement			No	0
601-00-4221-0000 MAINTENANCE OF EQUIPMENT									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	2011674 Total:	2,474.75							
	MISSION COMMUNICA	2,795.85							
Nor-Son Custom Builders 1563	8/12/2025	4,500.00	0.00	08/25/2025				No	0
880-00-2200-0000 ESCROW DEPOSITS PAYABLE				Escrow Release					
Total:		4,500.00							
Nor-Son Custom Builders T		4,500.00							
PERRILL 903									
*** 264723	8/1/2025	50.00	0.00	08/25/2025				No	0
611-00-4400-0000 CONTRACTUAL SERVICES				ROWay Web App-July 2025					
*** 264723	8/1/2025	50.00	0.00	08/25/2025				No	0
601-00-4400-0000 CONTRACTUAL SERVICES				ROWay Web App-July 2025					
*** 264723	8/1/2025	50.00	0.00	08/25/2025				No	0
101-32-4400-0000 CONTRACTUAL SERVICES				ROWay Web App-July 2025					
264723 Total:		150.00							
PERRILL Total:		150.00							
Ploen, Mark & Arlette 1564									
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	7,688.00	0.00	08/25/2025				No	0
				Escrow Release					
Total:		7,688.00							
Ploen, Mark & Arlette Tot		7,688.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description								
QUALITY FLOW SYSTEMS, INC.									
864									
49429	8/8/2025	505.80	0.00	08/25/2025				No	0
611-00-4400-0000 CONTRACTUAL SERVICES									
VFD Inspection/Troubleshooting									
49429 Total:		505.80							
QUALITY FLOW SYSTE									
		505.80							
SAFE-FAST INC.									
1324									
INV312560	8/8/2025	748.32	0.00	08/25/2025				No	0
101-32-4245-0000 GENERAL SUPPLIES									
PW PPE									
INV312560 Total:		748.32							
SAFE-FAST INC. Total:		748.32							
SAFETY SIGNS									
346									
	8/16/2025	1.00	0.00	08/25/2025				No	0
101-32-4410-0000 RENTALS									
Safety Sign									
Total:		1.00							
SAFETY SIGNS Total:		1.00							
SCHWICKERT'S TECTA AMERICA LLC									
1351									
S510144643	8/13/2025	150.00	0.00	08/25/2025				No	0
201-00-4223-0000 MAINTENANCE OF BUILDINGS									
HVAC Mtce-SCEC									
S510144643 Total:		150.00							
	8/13/2025	150.00	0.00	08/25/2025				No	0
201-00-4223-0000 MAINTENANCE OF BUILDINGS									
HVAC Mtce-SCEC									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number				Description	Reference				
S510144644 Total:		150.00							
S510144645	8/13/2025	410.00	0.00	08/25/2025				No	0
101-19-4223-0000 MAINTENANCE OF BUILDINGS HVAC Mtee-City Hall									
S510144645 Total:		410.00							
SCHWICKERT'S TECTA A		710.00							
SHRED-N-GO _446138									
355									
186248	7/31/2025	85.30	0.00	08/25/2025				No	0
101-19-4223-0000 MAINTENANCE OF BUILDINGS Shredded Svc-July 2025									
186248 Total:		85.30							
SHRED-N-GO _446138 T		85.30							
SORENSEN CONSULTING									
842									
S:1.25	8/9/2025	2,000.00	0.00	08/25/2025				No	0
101-13-4400-0000 CONTRACTUAL SERVICES Assessment & Consulting Services May - July 2025									
S:1.25 Total:		2,000.00							
SORENSEN CONSULTIN		2,000.00							
SPLIT ROCK MANAGEMENT, INC.									
1181									
97753	8/1/2025	487.00	0.00	08/25/2025				No	0
101-19-4223-0000 MAINTENANCE OF BUILDINGS Custodial Service-CH Building-August 2025									
97753 Total:		487.00							
SPLIT ROCK MANAGEM		487.00							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
SPS WORKS 1170									
IV00578696	8/11/2025	26.20	0.00	08/25/2025	Engraved Plastic Plate-Sheila			No	0
101-18-4351-0000 PRINTING AND PUBLISHING									
IV00578696 Total:		26.20							
SPS WORKS Total:		26.20							
Stellar Home 1565									
8/12/2025		2,000.00	0.00	08/25/2025	Escrow Release			No	0
880-00-2200-0000 ESCROW DEPOSITS PAYABLE									
Total:		2,000.00							
Stellar Home Total:		2,000.00							
SUNRAM CONSTRUCTIONS 1369									
*** PV#6-Final-Frc	8/4/2025	13,442.61	0.00	08/25/2025	PV#6-Final-Freeman Park Trail			No	0
402-00-2060-0000 CONTRACTS PAYABLE									
*** PV#6-Final-Frc	8/4/2025	-769.37	0.00	08/25/2025	PV#6-Adj Baseball Assoc Irrigation			No	0
402-00-2060-0000 CONTRACTS PAYABLE									
PV#6-Final-Free Total:		12,673.24							
SUNRAM CONSTRUCT		12,673.24							
THE McDOWELL AGENCY, INC. 1194									
163193	7/31/2025	93.50	0.00	08/25/2025	Background Check: Hochsprung			No	0
101-13-4400-0000 CONTRACTUAL SERVICES									
163193 Total:		93.50							

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
THE McDOWELL AGEN									
93.50									
TIMESAVER OFF SITE SECRETARIAL, INC.									
694									
30824	7/31/2025	425.88	0.00	08/25/2025				No	0
101-13-4400-0000 CONTRACTUAL SERVICES									
Council Meeting 7/28/2025									
30824 Total:									
425.88									
30825	7/31/2025	390.64	0.00	08/25/2025				No	0
101-13-4400-0000 CONTRACTUAL SERVICES									
Council Meeting 7/14/2025									
30825 Total:									
390.64									
30826	7/31/2025	293.50	0.00	08/25/2025				No	0
101-53-4400-0000 CONTRACTUAL SERVICES									
Park Meeting 7/22/2025									
30826 Total:									
293.50									
TIMESAVER OFF SITE S									
1,110.02									
TOSHIBA AMERICA BUSINESS SOLUT									
1348									
5035395239	8/7/2025	130.07	0.00	08/25/2025				No	0
201-00-4400-0000 CONTRACTUAL SERVICES									
SCEC - Printer Lease-Acct#450-0107118-000 August									
5035395239 Total:									
130.07									
5035498592	8/14/2025	138.55	0.00	08/25/2025				No	0
101-32-4400-0000 CONTRACTUAL SERVICES									
PW's - Printer Lease-Acct#450-0104647-000-Sept									
5035498592 Total:									
138.55									
TOSHIBA AMERICA BU									
268.62									
TOSHIBA AMERICA BUSINESS SOLUTIONS									
1370									

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description		Reference						
6616820	8/1/2025	17.52	0.00	08/25/2025				No	0
201-00-4400-0000 CONTRACTUAL SERVICES				US0168238MA-Monthly Service Fee-July					
6616820 Total:		17.52							
TOSHIBA AMERICA BU		17.52							
TWIN CITY WATER CLINIC									
386									
22875	8/8/2025	120.00	0.00	08/25/2025				No	0
601-00-4400-0000 CONTRACTUAL SERVICES				July Water Testing					
22875 Total:		120.00							
TWIN CITY WATER CLI		120.00							
Uber Built, Inc.									
1566									
880-00-2200-0000 ESCROW DEPOSITS PAYABLE	8/12/2025	1,500.00	0.00	08/25/2025				No	0
				Escrow Release					
Total:		1,500.00							
Uber Built, Inc. Total:		1,500.00							
US BANK TRUST N.A.-WIRE ONLY									
1003									
*** 7828774	7/25/2025	58.67	0.00	08/25/2025				No	0
631-00-4720-0000 FISCAL AGENT FEES				Act#0131232NS-Series-2021A-Fiscal Agent Fee					
*** 7828774	7/25/2025	73.63	0.00	08/25/2025				No	0
601-00-4720-0000 FISCAL AGENT FEES				Act#0131232NS-Series-2021A-Fiscal Agent Fee					
*** 7828774	7/25/2025	5.96	0.00	08/25/2025				No	0
611-00-4720-0000 FISCAL AGENT FEES				Act#0131232NS-Series-2021A-Fiscal Agent Fee					
*** 7828774	7/25/2025	436.74	0.00	08/25/2025				No	0
321-00-4720-0000 FISCAL AGENT FEES				Act#0131232NS-Series-2021A-Fiscal Agent Fee					

*** means this invoice number is a duplicate.

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description				Reference				
	7828774 Total:	575.00							
	US BANK TRUST N.A.-W	575.00							
VAISALA XWEATHER 1344									
09E69E70-0002	8/14/2025	9,592.00	0.00	08/25/2025				No	0
421-00-4303-0000 ENGINEERING FEES				Pavement Evaluation License 7/25-7/26					
	09E69E70-0002 Total:	9,592.00							
	VAISALA XWEATHER T	9,592.00							
VERIZON WIRELESS									
421									
*** 6119983834	8/1/2025	155.15	0.00	08/25/2025				No	0
101-32-4321-0000 COMMUNICATIONS - VOICE/DATA				612-297-1196/638-0176 & 952-292-2968/7023 July 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
101-18-4321-0000 COMMUNICATIONS - VOICE/DATA				651-420-0864-Aaron Osowski July 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
101-13-4321-0000 COMMUNICATIONS - VOICE/DATA				612-581-4949-Sandie Thone July 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
101-13-4321-0000 COMMUNICATIONS - VOICE/DATA				612-581-2856-Eric Wilson July 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.37	0.00	08/25/2025				No	0
101-15-4321-0000 COMMUNICATIONS - VOICE/DATA				612-581-4018-Jeanne Schmuck July 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
101-24-4321-0000 COMMUNICATIONS - VOICE/DATA				612-581-6609-Wade Woodward Julyu 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
101-18-4321-0000 COMMUNICATIONS - VOICE/DATA				612-581-3780-Planning Dept July 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
101-13-4321-0000 COMMUNICATIONS - VOICE/DATA				612-581-3931-Marc Nevinski July		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
101-18-4321-0000 COMMUNICATIONS - VOICE/DATA				763-204-5849-Jake Griffiths July 2025		Acct #842017386-00001			
*** 6119983834	8/1/2025	38.38	0.00	08/25/2025				No	0
201-00-4321-0000 COMMUNICATIONS - VOICE/DATA				612-581-5835-Mitchell Czech July 2025		Acct #842017386-00001			

Invoice Number	Invoice Date	Amount	Quantity	Payment Date	Task Label	Type	PO #	Close PO	Line #
Account Number	Description			Reference					
6119983834 Total:		500.56							
VERIZON WIRELESS Tot		500.56							
XCELENERGY, INC.									
411									
939573281	8/11/2025	37.04	0.00	08/25/2025				No	0
101-52-4380-0000 UTILITY SERVICES			5655 Merry Lane July 2025						
			5655 Merry Lane						
939573281 Total:		37.04							
939770929	8/11/2025	57.35	0.00	08/25/2025				No	0
601-00-4398-0000 UTILITIES - SE AREA WELL			5500 Old Market Rd 7/25-8/25						
			5500 Old Market Rd						
939770929 Total:		57.35							
XCELENERGY, INC. Tot		94.39							
Zehnder Homes									
1567									
***	8/12/2025	8,475.00	0.00	08/25/2025				No	0
880-00-2200-0000 ESCROW DEPOSITS PAYABLE			Escrow Release						
***	8/12/2025	9,450.00	0.00	08/25/2025				No	0
880-00-2200-0000 ESCROW DEPOSITS PAYABLE			Escrow Release						
Total:		17,925.00							
Zehnder Homes Total:		17,925.00							
Report Total:									
		395,093.56							



City Council Meeting Item

Title/Subject: Annual Review of Minnesota General Records Retention Schedule
Meeting Date: August 25, 2025
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Attachments: Resolution
Records Retention Policy

Background

The City of Shorewood has a long history of complying with the General Records Retention Schedule developed by the Minnesota State Department of Administration, Information Policy Analysis Division and the Minnesota Historical Society. The Schedule establishes minimum retention periods for city records based on their administrative, fiscal, legal, and historical value. The City Clerk is responsible for developing and implementing policies governing the retention and disposal of the city's records. A record/log is provided to the city clerk by departments when they periodically destroy records pursuant to the Schedule.

In 2024 the City Council adopted the Minnesota General Records Retention Schedule pursuant to State Statute §138.17 and §325L17 permitting electronic files to be substituted for original hard copies as the official version of record retention for the City. During the past year, many hard files that need to be retained pursuant to the retention schedule, have been replaced with electronic versions.

While an annual review is not explicitly mandated, it is recommended as a good practice to ensure the records retention schedule and policy remain current and compliant with applicable laws and regulations. A resolution approving the annual review of the Minnesota General Records Retention Schedule and City's Record Retention Policy are attached for your review and consideration. The schedule and policy remain in compliance and require no changes at this time.

Financial Considerations

N/A

Action Requested

Motion to adopt the attached resolution approving the Annual Review of the Minnesota General Records Retention Schedule and Records Retention Policy for the City of Shorewood.

A simple majority vote is required.

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

RESOLUTION 25-071

**A RESOLUTION APPROVING THE ANNUAL REVIEW
OF THE MINNESOTA GENERAL RECORDS RETENTION SCHEDULE AND
THE RECORDS RETENTION POLICY FOR THE CITY OF SHOREWOOD**

WHEREAS, the City of Shorewood has a long history of complying with the General Records Retention Schedule developed by the Minnesota State Department of Administration, Information Policy Analysis Division, and the Minnesota Historical Society; and

WHEREAS, the General Records Retention Schedule establishes minimum retention periods for city records based on their administrative, fiscal, legal, and historical value; and

WHEREAS, the City Clerk is responsible for developing and implementing policies governing the retention and disposal of the city's records; and

WHEREAS, in 2024 pursuant to MN State Statutes §138.17 and §325L.17 the city adopted electronic files as a substitute for original hard copies as the official version of record retention for the City of Shorewood; and

WHEREAS, an annual review of the Schedule and Shorewood's Records Retention Policy is best practice to maintain compliance with applicable laws and regulations.

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

Section 1) That the City Council of the City of Shorewood approves the annual review of the Minnesota General Records Retention Schedule and the City's Records Retention Policy.

Adopted by the City Council of Shorewood, Minnesota this 25th day of August 2025.

Jennifer Labadie, Mayor

Sandie Thone, City Clerk

CITY OF SHOREWOOD RECORDS RETENTION POLICY

PURPOSE:

This policy will ensure necessary records and documents are adequately protected and maintained. This policy will ensure records that no longer need to be maintained or records of no value are discarded at the appropriate time. Minnesota State Statutes sections §138.17 and §325L.17 permit retaining electronic records substituted for the original records as a permanent record retention method.

STATEMENT OF POLICY:

The City of Shorewood adopts the General Records Retention Schedule developed by the Minnesota State Department of Administration, Information Policy Analysis Division, and the Minnesota Historical Society. The City of Shorewood adopts electronic files as a substitute for original hard copy records as the official version of the record retention for the City of Shorewood. This Schedule establishes minimum retention periods for city records based on their administrative, fiscal, legal and historic value.

RESPONSIBILITIES:

A) City Clerk: The City Clerk is responsible for developing and implementing policies governing the retention and disposal of the City's records.

B) City Departments: Departments that maintain city records are responsible for establishing appropriate records management procedures and practices. Each department will be responsible for periodically reviewing currently used records and forms to determine their appropriateness for their department's requirements. Each department will retain and destroy records in compliance with the General Records Retention Policy and this Policy.

DISPOSAL AND DESTRUCTION OF RECORDS:

Upon determination and consistency with the City's General Records Retention Schedule it is appropriate to dispose of records in one of the following ways:

- Recycle non-confidential paper records
- Shred or otherwise render unreadable confidential paper records
- Erase or destroy electronically stored data

A written destruction log must be provided to the City Clerk for all records disposed of that pertain to the Retention Schedule.

POLICY EFFECTIVE DATE:

August 26, 2024 (Resolution 24-070)

REVIEWED AND APPROVED:

August 25, 2025 (Resolution 25-071)



City Council Meeting Item

Title/Subject: Tonka United Fall Kickoff Food Truck
Meeting Date: August 25, 2025
Prepared by: Mitchell Czech, Parks & Recreation Director
Attachments: Resolution 25-072

Background

Tonka United Soccer Association is an organization that provides recreational soccer opportunities to the community at Freeman Park each year. At the start of their spring season, Tonka United held a “Kickoff” event with free activities that were open to the public. An inflatable, yard games, and a food truck were on-site near Eddy Station for park visitors and Tonka United participants to enjoy. The spring kick-off was a success, and Tonka United intends to hold a similar fall event on Saturday, September 6.

Pursuant to the City of Shorewood Code section §902.02 Subd. 7 food trucks may be allowed for approved special events as authorized by written permit from the City Council.

Tonka United intends for Brain Freezze Ice Cream to be in attendance on Saturday, September 6 from 8am – 5pm at Freeman Park. Tonka United also operates the concession stand at Eddy Station, so the presence of a food truck would not impact other business operations.

Financial Considerations

None.

Action Requested

Motion to approve the attached resolution to approve a food truck for Tonka United’s Kick-Off Event on Saturday, September 6 from 8am – 5pm.

A simple majority vote by the Council is required.

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

RESOLUTION 25-072

A RESOLUTION APPROVING A FOOD TRUCK FOR THE TONKA UNITED KICK-OFF EVENT

WHEREAS, Tonka United is a local athletic association that provides youth recreational soccer opportunities to the community; and

WHEREAS, Tonka United has a desire to build excitement for activities at Freeman Park by providing a food truck during the first week of organized activities; and

WHEREAS, food trucks may be allowed for approved special events as authorized by written permit from the City Council, pursuant to the City of Shorewood Code section §902.02 Subd. 7; and

WHEREAS, a food truck will be in attendance for the Tonka United Fall Kickoff event on Saturday, September 6.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA, that food trucks are hereby authorized to be in the parks for the following city event:

1. Tonka United Kick-Off Event on Saturday, September 6 at Freeman Park.

Adopted by the City Council of Shorewood, Minnesota this 25 day of August, 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

City Council Meeting Item

Item
2G

Title/Subject: 2025 Crack Seal Quote: City Project 25-02
Meeting Date: Monday August 25, 2025
Prepared by: Andrew Budde – City Engineer
Reviewed by: Matt Morreim – Director of Public Works
Attachments: Bid Tab, Agreement, Resolution

Background:

The City has planned for pavement maintenance in the Capital Improvement Plan to be able to efficiently maintain its roadway infrastructure. Crack sealing is a lower-cost maintenance practice that helps extend the service life of a roadway by eliminating water from entering or working its way below the pavement surface. This is most beneficial in the freeze/thaw seasons where water can enter existing cracks and then freeze. The freezing water expands, and over repeated cycles deteriorates the pavement to form larger cracks and lead to potholes and higher maintenance costs. The current practice is to crack seal roadways that have a relatively new asphalt surface. In this case most of the roadways to be crack sealed are between one and five years in age. Quotes for the 2025 Crack Seal project were solicited from five contractors and were received on August 19, 2023. A total of three quotes were received and the low quote is submitted by Asphalt Surface Technologies (ASTECH Corp.) out of St. Cloud, MN. The quotes are summarized below:

Quoter:	Total Quote Amount:
Allied Blacktop Company	\$15,988.40
Bargen Incorporated	\$32,365.00
Asphalt Surface Technologies (ASTECH Corp)	\$36,304.00
Fahrner Asphalt Sealers, LLC	\$42,740.60

Staff have reviewed all the quotes and the quotes received are accurate and indicate that the quoting process was competitive. Staff recommends award, in the amount of \$15,988.40 to the low quote, Allied Blacktop Company.

Financial or Budget Considerations:

The project is to be funded from the Street Reconstruction Fund item LR-99-099 where \$310,000 has been budgeted. Approximately \$97,000 of this budget item has been utilized by the pavement sealing project and \$80,000 by the 2025 Mill & Overlay project.

Action Requested:

Motion to approve the attached resolution accepting the quotes for the 2025 Crack Seal Project, City Project No: 25-02, and awarding the project to Allied Blacktop Company and authorizing execution of the project contract.

A majority vote is required.



City of Shorewood

Project Bid Tabulation

2025 CRACK SEAL

BMI PROJECT NO. 25X.139039.000

Soliciting agent: Bolton & Menk, Inc.

Contact: Andrew Buddde, P.E.

Bid Date: 8/15/2025 5:00 PM CDT

Firm	Total Bid
Allied Blacktop Company	\$15,988.40
Bargen Incorporated	\$32,365.00
Asphalt Surface Technologies	\$36,304.00
Fahrner Asphalt Sealers, LLC	\$42,740.60

Engineer's Opinion of Cost - Base Bid

\$21,904.00

I hereby certify that this is a true and correct tabulation of the bids as received on August 15, 2025 for the 2025 Crack Seal, City Project 25-02.

Andrew Buddde, P.E., City Engineer

Sandie Thone, City Clerk

**City of Shorewood
2025 Crack Sealing**

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**CONTRACT FOR LOCAL IMPROVEMENT
Pavement Maintenance
2025 Crack Sealing**

THIS AGREEMENT is made this ____ day of _____, 20__ (“Effective Date”) by and between _____, a Minnesota company with its principal office at _____ (“Contractor”), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Rd, Shorewood, MN 55331 (the “City”):

RECITALS

- A. Contractor is engaged in the business of crack sealing.
- B. The City desires to hire Contractor to complete asphalt crack sealing on local city streets throughout the city.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

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

AGREEMENT

1. **The Work.** Contractor shall perform the work more fully described in the attached **Exhibit A** (the “Work”). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. All Work shall be completed according to the specifications set forth in the attached **Exhibit B – Plans and Specifications**. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor’s operations.
2. **Time for Completion & Liquidated Damages.** After contract execution and approval of submittals, Contractor shall attend the construction planning meeting and the City and Contractor shall create a project schedule and coordinate with other work being completed in the city. Contractor shall provide the City with a product delivery schedule and agree to a substantial completion date (“Substantial Completion Date”). The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s Public Works Director on or before the Substantial Completion Date. If Contractor fails to complete the Work by the Substantial Completion Date, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor’s expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the

Substantial Completion Date. The Substantial Completion Date shall be used as the date that any liquid damages then apply to.

Contractor shall prosecute the Work continuously and effectively, with the least possible delay, to the end that the Work is completed before the Substantial Completion Date. The City is entitled to damages for failure of the Contractor to complete the Work before the Substantial Completion Date. In view of the difficulty in making a precise determination of actual damages incurred, the City will assess a daily charge not as a penalty but as liquidated damages to compensate the City for additional costs incurred. Failure to substantially complete the Work by the Substantial Completion Date shall result in the City charging Contractor, and withholding any monies due as liquidated damages, the amount of \$1,000 per calendar day until all Work is completed. If Contractor is delayed for any reason in the commencement or performance of the Work, to the extent of such delay will prevent the Contractor from completing the Work (or any portion thereof) by the Substantial Completion Date, Contractor's sole remedy for such delay shall be an extension of the Substantial Completion Date. All such extension requests shall be made according to the requirements and procedures set forth in this Agreement.

3. **Consideration.** The consideration, which the City shall pay to Contractor, shall not exceed \$_____ (the "Contract Sum"). The Contract Sum shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. The City shall make progress payments to Contractor monthly.

Contractor shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.

4. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

5. **Contract Documents.** The Contract Documents shall consist of this Agreement; all exhibits to this Agreement, which are incorporated herein by reference; any supplementary drawings, plans, and specifications; and other documents listed herein. In the event of a conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary drawings, plans, specifications
- d. Other documents listed in this Agreement

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings. All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

6. **Expense Reimbursement.** Contractor shall not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

7. **Approvals.** Contractor shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Work. The City's approval may be provided via electronic mail.

8. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Persons performing the Work and other persons who may be affected by the Work;
- b. The Work and materials and equipment to be incorporated therein; and
- c. Other property at the site or adjacent to the site, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities.

Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by any of them.

9. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work. Acceptance of the completed Work shall be evidenced only by a Certificate of Final Completion issued by the City, which shall state the date on which the City accepts the completed Work (the "Final Completion Date").

10. **Warranty.** Contractor represents and warrants that it has the requisite training, skills, and experience necessary to complete the Work, is appropriately licensed by all applicable agencies and governmental entities, and will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Contractor further represents and warrants to the City that the materials and equipment furnished under this Agreement are of good quality and new, unless this Agreement requires or permits otherwise. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Contractor's expense. Contractor's warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or its subcontractors, agents, or anyone hired or employed by any of them, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

11. **Guarantee.** Contractor guarantees and agrees to maintain the stability of the Work and materials furnished and installed under this contract for a period of one year after the Final Completion Date (the "Guarantee Period"). Contractor agrees to perform fully all other guarantees as set forth in the specifications. If any of the Work is found to be not in accordance with the requirements of the Contract during the Guarantee Period, Contractor shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor's expense.

The Guarantee Period shall be extended with respect to portions of Work first performed after the Final Completion Date by the period of time between final payment and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated by the City or amended pursuant to the Agreement. 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 Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

13. **Changes in the Work.** Changes in the Work may be accomplished after execution of the Contract by change order. The City, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and Substantial Completion Date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the City and Contractor, or by written Construction Change Directive signed by the City and the City's design consultant ("Designer"). Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

Adjustments in the Contract Sum and Substantial Completion Date resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the City and Designer, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. When the City and Contractor agree on adjustments to the Contract Sum and Substantial Completion Date arising from a Construction Change Directive, the City and Designer will prepare a Change Order.

The Designer, in consultation with the City, will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Substantial Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Substantial Completion Date, the Contractor shall notify the Designer and shall not proceed to implement the change in the Work.

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

15. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Work 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.

16. **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.

17. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

18. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;
- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$2,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;
- c. Commercial General Liability in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
 - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - ii. Personal and advertising injury;
 - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
 - iv. Bodily injury or property damage arising out of completed operations; and
 - v. Contractor's indemnity obligations under this Agreement.

To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Prior to commencement of the Work, Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Shorewood is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

19. **Compliance with State Withholding Tax.** Before final payment is made for the Work on this project, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes, section 290.92 requiring the withholding of State Income Tax for wages paid employees on this project by providing to the Physical Development Director a Certificate of Compliance from the Commissioner of Taxation. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

20. **Performance and Payment Bond.** Prior to Commencement of the Work, Contractor shall make, execute and deliver to the City corporate surety bonds in a form acceptable to the City, in the sum of \$_____ for the use of the City and of all persons furnishing labor, skill, tools, machinery or materials to the project. Said bonds shall secure the faithful performance and payment of the Contract by the Contractor and shall be conditioned as required by law. This Agreement shall not become effective unless and until said bonds have been received and approved by the City.

21. **Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

22. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the Work which Contractor is to perform and is customarily engaged in the independent performance of the same or similar work for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the Work is performed; however, the nature of the Work 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 Work 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.

23. **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 Effective Date. 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.

24. **Permits and Fees.** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

25. **Entire Agreement.** The Contract Documents shall constitute the entire agreement between the City and Contractor, and supersede any other written or oral agreements between the City and Contractor.

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

27. **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.

28. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

29. **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 Work.

30. **Agreement Not Exclusive.** The City retains the right to hire other professionals, contractors and service providers for this or other matters, in the City's sole discretion.

31. **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.

32. **No Discrimination.** Contractor agrees not to discriminate in providing the Work 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 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 Work 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.

33. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Marc Nevinski or designee. Contractor's authorized agent for purposes of administration of this contract is _____, or designee who shall perform or supervise the performance of all Work.

34. **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

THE CITY
City of Shorewood
ATTN: Marc Nevinski
5755 Country Club Rd
City of Shorewood, MN
mnevinski@shorewoodmn.gov

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

35. **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.

36. **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.

37. **Payment of Subcontractors.** Contractor agrees to pay all laborers employed and all subcontractors furnishing material to Contractor in the performance of this contract. If Contractor fails to pay any claims and demands for labor and materials, the City may apply the monies due to Contractor toward paying and satisfying such claims and demands. The City has the right to apply monies due to Contractor towards paying any accrued indebtedness or any claim which may hereafter come due against Contractor. The amount of such payments shall be deducted from the balance due to the Contractor; provided that nothing herein nor any variation from the amounts and timing of the installments shall be construed as impairing the right of the City or of those to whose benefit the bond herein agreed upon shall insure, to hold Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the City any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the contractor hereunder.

Pursuant to Minnesota Statutes, Section 471.425, Subdivision 4(a), Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. Contractor must pay interest of one and one-half percent (1½%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, Contractor shall pay the actual penalty due

to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

38. **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.

39. **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.

40. **Counterparts and Electronic Communication.** 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.

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

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

By: _____
Name: _____
Title: _____

CITY OF SHOREWOOD, MN:
By: _____
_____, Mayor
By: _____
Name, title

EXHIBIT A
PROJECT SUMMARY & SCOPE OF WORK

1. This work consists of crack sealing, cleanup, and traffic control.
2. The location of the work shall be as delineated on the project map.
3. All streets shall be crack sealed according to the specifications.
4. The Contractor will only be paid for items in the proposal. All other work required to complete the work, including but not limited to coordination with other Contractors working in the area, is incidental to the project with no direct compensation paid.
5. Working hours are 7 AM to 7PM Monday – Friday.
6. All work shall be completed by September 30, 2025.
7. Traffic control shall be in accordance with the MMUTCD.

EXHIBIT B PLANS AND SPECIFICATIONS

TRAFFIC PROVISIONS

1. Maintenance of Traffic

Traffic shall be maintained in accordance with the provisions of MnDOT 1710, MNDOT 1404, and the following:

- a. Temporary lane closures by the Contractor will be permitted during those hours and at those locations approved by the Engineer, or his representative. All traffic lanes shall be opened to traffic at the end of each workday.
- b. The Contractor will furnish, erect, and maintain all traffic control devices required for these lane closures. This includes, but is not limited to, barricades, warning signs, flagmen with two-way radios, trailers, flashers, cones and drums. Application of traffic control devices shall be in accordance with the most recent Minnesota Manual on Uniform Traffic Control Devices and pertinent layouts. Sign panels shall be in accordance with the Standard Signs Manual.
- c. Lane closures will not be permitted after dark, during inclement weather, or any other time when, in the opinion of the Engineer, or his representative, the lane closure will be a hazard to traffic.
- d. The Owner reserves the right to lengthen, shorten, or otherwise modify these periods of restrictions or to impose other restrictions as may be necessary to safely provide for traffic. Temporary lane closures or other restrictions to traffic by the Contractor, during work hours and consistent with these time restrictions, will be permitted at those locations approved by the Engineer. Requests to make any restriction to traffic shall be made at least 24 hours prior to such restriction.
- e. The Contractor shall provide W20-1 "Road Construction Ahead" signs to be placed, as directed by the Engineer, or his representative, on intersecting roads on the day he begins operations.
- f. The Contractor shall provide such protective devices as may be necessary to protect traffic and pedestrians from drop-offs, falling in holes, falling objects, splatter, or other hazards which may exist during construction operations.
- g. The Contractor shall be responsible for the repair and replacement of any traffic control devices furnished by them that are damaged or destroyed and shall provide sufficient surveillance of the traffic control devices to ensure that they are properly placed and in good condition.
- h. During the tenure of the Contract, the Engineer may require the Contractor to replace the reflectorizing material whose effectiveness, in the Engineer's opinion, has been substantially reduced by damage from traffic or other causes.

- i. Maintenance of traffic control devices shall be continuous throughout the term of the Contract, including periods of suspension. The Contractor will be required to respond to any call from the City for maintenance of traffic control devices within four hours from the time of notification. The Contractor shall provide a means of receiving calls for maintenance on a 24-hour-a-day basis throughout the term of the Contract.
 - j. All signs shall conform to the Standard Signs Manual or as detailed by the City Engineer. All barricades shall conform to Standard Plate 8000I. All other devices shall conform to the Minnesota Manual on Uniform Traffic Control Devices.
 - k. Contractors are advised that the requirements of these Manuals and Special Provisions are minimum requirements and may be changed to safely provide for traffic and/or accommodate the Contractor's operations.
2. Parking
- a. Any damage to the landscape and turf establishment as a result of the delivery of materials or parking (private vehicles and/or Contractor's equipment) shall be restored to a condition similar, or equal, to that which existed before the damage was done, by relandscaping, fertilization, reseeding, and topsoil placement if necessary, as directed by the Engineer, all at the Contractor's expense.
 - b. The parking of vehicles that obstruct any traffic control devices will not be permitted.
3. Measurement and Payment
- a. All traffic control devices required for temporary lane closures, consistent with (1404) "Maintenance of Traffic" of these Special Provisions, shall be provided and maintained by the Contractor at his expense.
 - b. Traffic Control shall be measured by the LUMP SUM and paid at the unit price bid. All work required to furnish, install, maintain and remove the traffic control devices, as set forth above, and as may be ordered by the Engineer, or his representative, to adequately and safely conduct traffic through the Project, shall be included in the unit price bid.

UTILITY PROPERTY AND SERVICE

1. Construction operations in the proximity of utility properties shall be performed in accordance with the provision of MnDOT 1507. It is however, anticipated that none of the existing utilities will be affected by the work under this Contract; however the following provisions shall apply under the Contract:
 - a. The first paragraph of MnDOT 1507 is deleted and the following substituted therefore:
"It shall be the Contractor's responsibility to contact all local utility companies and ascertain the location of all existing underground utilities, if any, prior to performing any excavation operations. The Contractor shall conduct his/her operations in the vicinity of any such facilities, which may exist, in a manner that will prevent damage thereto."

RESPONSIBILITY FOR DAMAGE CLAIMS

1. Responsibility for damage claims will be as set forth in the provisions of MnDOT 1714.

1. The following is added to the provision of MnDOT 1714:
“The Contractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the execution of the work provided for in this Contract or occurring or resulting from the use, by the Contractor, his agents or employees, of materials, equipment, instrumentalities, or other property, whether the same be owned by the City, the Contractor, sub-contractors or third parties. The Contractor agrees to indemnify, defend, and save harmless the City of Shorewood, agent and employees from all such claims including, without limiting the generality of the foregoing, the Contractor also agrees to indemnify and save harmless the City of Shorewood, its officers and employees from all claims for which the City may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph.
2. This indemnity agreement includes, but is not limited to, claims that the City was negligent or otherwise liable for inspecting, overseeing, supervising or approving work performed under this Contract or otherwise, or acts committed or omitted by the Contractor, sub-contractors or third parties.

EQUIPMENT AND SUBCONTRACTORS

1. The Contractor shall submit with his bid a complete list of the proposed bio seal product and any subcontractors and material suppliers.

ASHALT PAVING JOINT SEALANT

1. Crack Repair- Payment shall be paid for at the unit price bid per LINEAL FOOT (LF) of cracks sealed. The amount bid shall include but not limited to all work necessary to ensure the cracks are properly cleaned and sealed by the Contractor. The Contractor shall not exceed the bid quantity without approval from the Engineer
 - a. The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. Such items of work include but are not limited to:
 - i. Mobilization of equipment and personnel to and from the job site.
 - ii. Providing adequate barricades and personnel to control vehicular and pedestrian traffic, including “no Parking” signage.
 - iii. Surface preparation including sweeping, brushing, etc.
 - iv. Protect castings and valve boxes from sealant material.
 - v. Removing all weed or grass growth on the project streets prior to sealing.
 - b. SPECIFICATION REFERENCES
 - i. MnDOT 3723 shall apply to crack sealant materials used in unrouted cracks, except as modified herein.
 - c. MATERIALS

- i. Crack Sealant
 - 1. The crack sealant compound shall be packaged in sealed containers. Each container shall be clearly marked with the name of the manufacturer, the trade name of the sealant, the manufacturer's batch and lot number, the pouring temperature, and the safe heating temperature.
 - 2. Mixing of different manufacturers' brands or different types of sealants shall be prohibited.
- d. COORDINATION
 - i. The Contractor shall post all streets in the project area for temporary no parking. Each street shall be posted a minimum of 24 hours prior to starting work. The Contractor is solely responsible for the installation and removal of no parking signage and shall notify Owner prior to posting. Weekend notifications are not adequate.
- e. CONSTRUCTION REQUIREMENTS
 - i. NO CRACKS SHALL BE ROUTED.
 - ii. The sealant manufacturer's recommendations shall be adhered to and followed by the contractor. The temperature of the sealer in the field application equipment shall never exceed the safe heating temperature recommended by the manufacturer. Any given quantity of material shall not be heated at the pouring temperature for more than six hours and shall never be reheated. Sealing shall not proceed if the temperature of the material has not reached or has fallen below the manufacturer's recommended minimum application temperature.
 - iii. Sealant materials may be placed during a period of rising temperature after the air temperature in the shade and away from artificial heat has reach 40 degrees Fahrenheit and indications are for a continued rise in temperature. During a period of falling temperature, the placement of sealant material shall be suspended when the air temperature, in the shade and away from artificial heat, reaches 40 degrees Fahrenheit. Sealant shall not be placed when in the opinion of the Engineer; the weather or roadbed conditions are unfavorable.
 - iv. Bituminous crack sealing operations will be permitted only during 7 A.M. and 7 P.M. between May 1 and October 15.
 - v. The Contractor shall conduct the bituminous crack sealing operations so that cleaning and sealing is a continuous operation.
 - vi. CLEANING: Immediately prior to cleaning and sealing the cracks, the entire bituminous surface shall be cleaned to remove all loosened bituminous particles and foreign material and the cracks shall be blown clean with oil-free compressed air. Compressed air shall be 75 to 150 psi and 125 cfm minimum at the nozzle. The crack and surface area 6.0-inches on both sides will then be cleaned and dried with a hot compressed air heat lance. The heat lance shall meet the following requirements: temperature of heated air at exit or orifice minimum of 1,800 degrees Fahrenheit. Velocity of exiting heated air minimum of 3,000 fps. The

application time and final results of the cleaning are subject to the Engineer's approval.

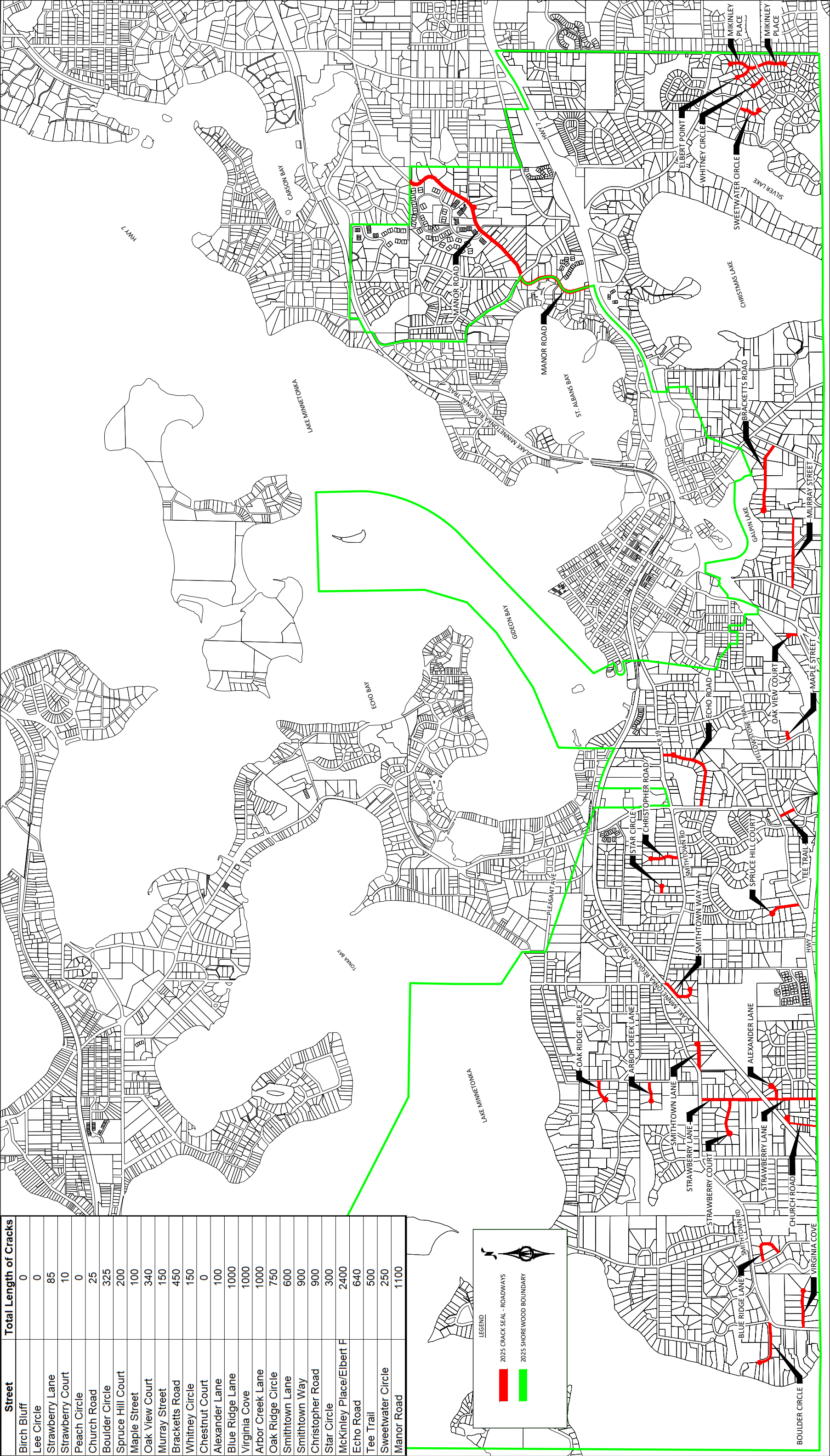
- vii. SEALING. Seal Cracks when the sealant material is at the application/pouring temperature recommended by the manufacturer. Fill the reservoirs by the use of the double fill method. (Note: the Contractor may need to use additional passes when filling the reservoir/crack to meet the double fill requirement). Fill the reservoir such that the final level is flush with the pavement surface and spread uniformly over the entire length of the crack. The width of the over band, including the reservoir, shall be 2 ½-inches wide with a film thickness limited to 1/8-inch.
- viii. The sealant shall be pressure applied with a wand type applicator; pour pots or similar devices shall not be used to apply the crack sealant. The applicator wand shall be returned to the machine and the crack sealant materials reticulated immediately upon completion of each crack.
- ix. The final appearance must be neat, clean, and free from pools of excess sealant material and streaked sealant outside of the sealed cracks.
- x. If necessary, apply blotter paper, or other approved de-tacking agent to the surface of the newly placed sealant if traffic results in tracking of the crack sealing material. Repair any damage to treated pavement areas caused by traffic.

Street	Total Length of Cracks
Birch Bluff	0
Lee Circle	0
Strawberry Lane	85
Strawberry Court	10
Peach Circle	0
Church Road	25
Boulder Circle	325
Spruce Hill Court	200
Maple Street	100
Oak View Court	340
Murray Street	150
Bracketts Road	450
Whitney Circle	150
Chestnut Court	0
Alexander Lane	100
Blue Ridge Lane	1000
Virginia Cove	1000
Arbor Creek Lane	1000
Oak Ridge Circle	750
Smithtown Lane	600
Smithtown Way	900
Christopher Road	900
Star Circle	300
McKinley Place/Elbert F	2400
Echo Road	640
Tee Trail	500
Sweetwater Circle	250
Manor Road	1100

LEGEND

2025 CRACK SEAL - ROADWAYS

2025 SHOREWOOD BOUNDARY



PROJECT NO. 25-02
8/11/2025

2025 Crack Sealing
Shorewood, MN

EXHIBIT C
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(bidder or his authorized representative)

PROJECT NO. 25-02
8/11/2025

2025 Crack Sealing
Shorewood, MN

EXHIBIT D
BID FORM

BID FORM
2025 CRACK SEAL
CITY OF SHOREWOOD

Bidder Name: _____

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item and total.

ITEM NO.	BID ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	_____	_____
2	TRAFFIC CONTROL	1	LS	_____	_____
3	SWEEPING	1	LS	_____	_____
4	CRACK SEAL	13,940	LIN FT	_____	_____
TOTAL BID:					=====

PROJECT NO. 25-02
8/11/2025

2025 Crack Sealing
Shorewood, MN

EXHIBIT E
RESPONSIBLE CONTRACTOR VERIFICATION

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PRIME CONTRACTOR BID FORM ATTACHMENT

PROJECT NUMBER: 25-02

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the bid form submitted for this project. A bid form received without this form, may be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

City of Shorewood – 2025 Pavement Sealing

RESPONSIBLE CONTRACTOR VERIFICATION AND
CERTIFICATION OF COMPLIANCE

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	*Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

******END OF SECTION******

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

City of Shorewood – 2025 Pavement Sealing

RESPONSIBLE CONTRACTOR VERIFICATION AND
CERTIFICATION OF COMPLIANCE

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

RESOLUTION 25-073

**A RESOLUTION APPROVING 2025 CRACK SEAL QUOTES
CITY PROJECT 25-02**

WHEREAS, the City of Shorewood ("City") is responsible for maintaining approximately 50 miles of public roadways and implements a variety of methods to maintain the roadways and extend their useful life ; and

WHEREAS, the City solicited quotes for the 2025 Crack Seal project and received four quotes. The low quote was from Allied Blacktop Company in the amount of \$15,988.40; and

WHEREAS, the project is included in the 2025 Capital Improvements Plan and will fund the project from the Street Reconstruction Fund; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the Council hereby accepts and awards the low quote for the 2025 Crack Seal Project to Allied Blacktop Company in the amount of \$15,988.40 and authorizes staff and the Mayor to execute the project contract.

Adopted by the City Council of Shorewood, Minnesota this 25th day of August 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: 2025 Pavement Seal Quote: City Project 25-02
Meeting Date: Monday August 25, 2025
Prepared by: Andrew Budde – City Engineer
Reviewed by: Matt Morreim – Director of Public Works
Attachments: Bid Tab, Agreement w/ Overview Map, and Resolution

Background:

The City has planned for pavement maintenance in the Capital Improvement Plan to be able to efficiently maintain its roadway infrastructure. Pavement sealing is a maintenance practice that helps extend the service life of a roadway by reducing the number of cracks that form in the pavement by preventing the surface of the pavement from oxidizing. Oxidized pavement surface begins to show more aggregates, becomes more brittle, and resultantly leads to more cracking. Historically pavement sealing has been completed by a chip seal or fog seal in Shorewood. The chip seal process includes the application of a thin layer of liquid asphalt followed by a thin layer of rock. This process has led to several issues including premature failure, where the rocks became loose much earlier than anticipated, and then the resultant rocks get tracked into homes and scratches flooring. This has led to a lot of residents' complaints. A fog seal is an application of a thin layer of liquid asphalt, similar to a residential driveway seal. This is a lower-cost option but has had limited success. Both the chip seal and fog seal require reapplication of pavement markings which is an additional expense. Also, the current best practice is to place a pavement sealing on pavement that is between 1 and 3 years of age.

A newer emerging technology is a clear penetrating pavement rejuvenator. A product by the brand name of "Replay" which is produced by BioSpan Technologies, Inc has been utilized in western metro communities over the last 10 years. The product penetrates the existing asphalt between 1/2 inch to 1 inch and helps reduce oxidization and aging of the pavement surface, therefore resulting in less cracking. One major benefit of the material being a clear product is that it can be placed over existing pavement markings without the need to remark them. One downside of the clear sealers is that many of the products are proprietary, and it is challenging to compare the products evenly. The Minnesota Local Research Board (LRRB), which is funded by MnDOT for the benefit of local agencies, has completed some comparison analysis of bio based clear sealers and petroleum based black sealers. Replay has ranked near the top in the analysis.

Quotes for the 2025 Pavement Seal project were solicited and were received on August 15, 2025. Only one quote was received by Bargaen Incorporated out of Mountain Lake, MN as they are the only certified installer of Replay in Minnesota. The quote was \$96,989.60. The unit price

for installation of this product is consistent with pricing that has been seen in other local communities.

Staff have reviewed the quote and the quote received is accurate. Staff recommends award, in the amount of \$96,989.60 to the low quote, Borgen Incorporated out of Mountain Lake, MN.

Financial Considerations:

The project is to be funded from the Street Reconstruction Fund item LR-99-099 where \$310,000 has been budgeted. Approximately \$20,000 of this budget item has been utilized by the crack seal project and \$80,000 by the 2025 Mill & Overlay project.

Action Requested:

Motion to approve the attached resolution accepting the quotes for the 2025 Pavement Sealing Project, City Project No: 25-02, and awarding the project to Borgen Incorporated out of Mountain Lake, MN and authorizing execution of the project contract.



City of Shorewood

Project Bid Tabulation

2025 PAVEMENT SEALING

BMI PROJECT NO. 25X.139039.000

Soliciting agent: Bolton & Menk, Inc.

Contact: Andrew Budde, P.E.

Bid Date: 8/15/2025 5:00 PM CDT

Firm	Total Bid
Bargen Incorporated	\$96,989.60

Engineer's Opinion of Cost - Base Bid

\$138,203.00

I hereby certify that this is a true and correct tabulation of the bids as received on August 15, 2025 for the 2025 Pavement Sealing, City Project 19-05.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

**City of Shorewood
2025 Pavement Sealing**

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Contract

Exhibit A – Project Summary and Scope of Work

Exhibit B – Plans and Specifications

Exhibit C – Non-Collusion Affidavit

Exhibit D – Responsible Contractor Compliance Verification

Exhibit E – Bid Form

**CONTRACT FOR LOCAL IMPROVEMENT
Pavement Maintenance
2025 Pavement Sealing**

THIS AGREEMENT is made this ____ day of _____, 20__ (“Effective Date”) by and between _____, a Minnesota company with its principal office at _____ (“Contractor”), and the City of Shorewood, Minnesota, a Minnesota municipal corporation located at 5755 Country Club Rd, Shorewood, MN 55331 (the “City”):

RECITALS

- A. Contractor is engaged in the business of pavement sealing.
- B. The City desires to hire Contractor to complete asphalt pavement sealing on local city streets throughout the city.
- C. Contractor represents that it has the professional expertise and capabilities to provide the City with the requested work.
- D. The City desires to engage Contractor to provide the work described in this Agreement and Contractor is willing to provide such work on the terms and conditions in this Agreement.

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

AGREEMENT

1. **The Work.** Contractor shall perform the work more fully described in the attached **Exhibit A** (the “Work”). The Work includes all work and services required by this Agreement, whether completed or partially completed, and includes all labor, materials, equipment, and services provided or to be provided by Contractor to fulfill Contractor’s obligations. All Work shall be completed according to the specifications set forth in the attached **Exhibit B – Plans and Specifications**. Contractor shall at all times keep the premises free from accumulation of waste materials and debris caused by Contractor’s operations.
2. **Time for Completion & Liquidated Damages.** After contract execution and approval of submittals, Contractor shall attend the construction planning meeting and the City and Contractor shall create a project schedule and coordinate with other work being completed in the city. Contractor shall provide the City with a product delivery schedule and agree to a substantial completion date (“Substantial Completion Date”). The Contractor shall proceed diligently and shall complete the Work to the satisfaction and approval of the City’s Public Works Director on or before the Substantial Completion Date. If Contractor fails to complete the Work by the Substantial Completion Date, the City may immediately, or at any time thereafter, proceed to complete the Work at the Contractor’s expense. If Contractor gives written notice of a delay over which Contractor has no control, the City may, at its discretion, extend the

Substantial Completion Date. The Substantial Completion Date shall be used as the date that any liquid damages then apply to.

Contractor shall prosecute the Work continuously and effectively, with the least possible delay, to the end that the Work is completed before the Substantial Completion Date. The City is entitled to damages for failure of the Contractor to complete the Work before the Substantial Completion Date. In view of the difficulty in making a precise determination of actual damages incurred, the City will assess a daily charge not as a penalty but as liquidated damages to compensate the City for additional costs incurred. Failure to substantially complete the Work by the Substantial Completion Date shall result in the City charging Contractor, and withholding any monies due as liquidated damages, the amount of \$1,000 per calendar day until all Work is completed. If Contractor is delayed for any reason in the commencement or performance of the Work, to the extent of such delay will prevent the Contractor from completing the Work (or any portion thereof) by the Substantial Completion Date, Contractor's sole remedy for such delay shall be an extension of the Substantial Completion Date. All such extension requests shall be made according to the requirements and procedures set forth in this Agreement.

3. **Consideration.** The consideration, which the City shall pay to Contractor, shall not exceed \$_____ (the "Contract Sum"). The Contract Sum shall be for both the Work performed by Contractor and the expenses incurred by Contractor in performing the Work. The City shall make progress payments to Contractor monthly.

Contractor shall submit statements to the City containing a detailed list of project labor and hours, rates, titles, and amounts undertaken by Contractor during the relevant billing period. The City shall pay Contractor within thirty (30) days after receiving a statement from Contractor.

4. **Extra Work.** Unless approved by the City in writing, Contractor shall make no claim for extra work done or materials furnished, nor shall Contractor do any work or furnish any materials not covered by the plans and specifications of this Agreement. Any such work or materials furnished by Contractor without written City approval shall be at Contractor's own risk and expense. Contractor shall perform any altered plans ordered by the City; if such alteration reduces the cost of doing such work, the actual amount of such reduction shall be deducted from the contract price for the Work.

5. **Contract Documents.** The Contract Documents shall consist of this Agreement; all exhibits to this Agreement, which are incorporated herein by reference; any supplementary drawings, plans, and specifications; and other documents listed herein. In the event of a conflict among the various provisions of the Contract Documents, the terms shall be interpreted in the following order of priority:

- a. Modifications to this Agreement
- b. This Agreement, including all exhibits
- c. Supplementary drawings, plans, specifications
- d. Other documents listed in this Agreement

Drawings shall control over Specifications, and detail in drawings shall control over large-scale drawings. All capitalized terms used and not otherwise defined in this Agreement, but defined elsewhere in the Contract Documents, shall have the meaning set forth in the Contract Documents.

6. **Expense Reimbursement.** Contractor shall not be compensated separately for necessary incidental expenses. All expenses of Contractor shall be built into Contractor's fixed compensation rate, unless reimbursement is provided for an expense that received the prior written approval of the City, which approval may be provided via electronic mail.

7. **Approvals.** Contractor shall secure the City's written approval before making any expenditures, purchases, or commitments on the City's behalf beyond those listed in the Work. The City's approval may be provided via electronic mail.

8. **Protection of Persons and Property.** Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Persons performing the Work and other persons who may be affected by the Work;
- b. The Work and materials and equipment to be incorporated therein; and
- c. Other property at the site or adjacent to the site, such as trees, shrubs, lawns, walks, pavement, roadways, structures and utilities.

Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor or any of its subcontractors, agents, or anyone directly or indirectly employed by any of them.

9. **Acceptance of the Work.** All of the Contractor's work and labor shall be subject to the inspection and approval of the City. If any materials or labor are rejected by the City as defective or unsuitable, then the materials shall be removed and replaced with other approved materials and the labor shall be done to the satisfaction and approval of the City at the Contractor's sole cost and expense. Contractor shall replace at Contractor's expense any loss or damage to the Work, however caused, which occurs during the construction thereof or prior to the final delivery to and acceptance of the Work by the City. Any payment made to Contractor, shall not be construed as operating to relieve Contractor from responsibility for the construction and delivery of Work. Acceptance of the completed Work shall be evidenced only by a Certificate of Final Completion issued by the City, which shall state the date on which the City accepts the completed Work (the "Final Completion Date").

10. **Warranty.** Contractor represents and warrants that it has the requisite training, skills, and experience necessary to complete the Work, is appropriately licensed by all applicable agencies and governmental entities, and will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Contractor further represents and warrants to the City that the materials and equipment furnished under this Agreement are of good quality and new, unless this Agreement requires or permits otherwise. Contractor further warrants that the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective. Contractor shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Contractor's expense. Contractor's warranty shall exclude remedy for damage or defect caused by abuse, alterations to the Work not executed by Contractor or its subcontractors, agents, or anyone hired or employed by any of them, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage.

11. **Guarantee.** Contractor guarantees and agrees to maintain the stability of the Work and materials furnished and installed under this contract for a period of one year after the Final Completion Date (the "Guarantee Period"). Contractor agrees to perform fully all other guarantees as set forth in the specifications. If any of the Work is found to be not in accordance with the requirements of the Contract during the Guarantee Period, Contractor shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Contractor fails to correct nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Contractor's expense.

The Guarantee Period shall be extended with respect to portions of Work first performed after the Final Completion Date by the period of time between final payment and the actual completion of that portion of the Work. The one-year period for correction of Work shall not be extended by corrective Work performed by Contractor pursuant to this Section.

Nothing contained in this Section shall be construed to establish a period of limitation with respect to other obligations Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

12. **Termination.** This Agreement shall remain in force and effect commencing from the effective date and continuing until the completion of all of the parties' obligations hereunder, unless terminated by the City or amended pursuant to the Agreement. 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 Work performed to the date of termination and for all costs or other expenses incurred prior to the date of termination.

13. **Changes in the Work.** Changes in the Work may be accomplished after execution of the Contract by change order. The City, without invalidating the Agreement, may order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, with the Contract Sum and Substantial Completion Date being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the City and Contractor, or by written Construction Change Directive signed by the City and the City's design consultant ("Designer"). Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

Adjustments in the Contract Sum and Substantial Completion Date resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the City and Designer, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. When the City and Contractor agree on adjustments to the Contract Sum and Substantial Completion Date arising from a Construction Change Directive, the City and Designer will prepare a Change Order.

The Designer, in consultation with the City, will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Substantial Completion Date and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the City and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Substantial Completion Date, the Contractor shall notify the Designer and shall not proceed to implement the change in the Work.

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

15. **Remedies.** In the event of a termination of this Agreement by the City because of a breach by Contractor, the City may complete the Work 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.

16. **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.

17. **Indemnification.** To the fullest extent permitted by law, Contractor, and Contractor's successors or assigns, agree to protect, defend, indemnify, save, and hold harmless the City, its officers, officials, agents, volunteers, and employees from any and all claims; lawsuits; causes of actions of any kind, nature, or character; damages; losses; and costs, disbursements, and expenses of defending the same, including but not limited to attorneys' fees, professional services, and other technical, administrative or professional assistance resulting from or arising out of Contractor's (or its subcontractors, agents, volunteers, members, invitees, representatives, or employees) performance of the duties required by or arising from this Agreement, or caused in whole or in part by any negligent act or omission or willful misconduct by Contractor, or arising out of Contractor's failure to obtain or maintain the insurance required by this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled. The parties agree that these indemnification obligations shall survive the completion or termination of this Agreement.

18. **Insurance.** Contractor shall maintain reasonable insurance coverage throughout this Agreement. Contractor agrees that before any work related to the approved project can be performed, Contractor shall maintain at a minimum:

- a. Worker's Compensation Insurance as required by Minnesota Statutes, section 176.181;
- b. Business Auto Liability covering vehicles owned by Contractor and non-owned vehicles used by Contractor, with policy limits not less than \$2,000,000 per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of such motor vehicles, along with any statutorily required automobile coverage;
- c. Commercial General Liability in an amount of not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 for products-completed operations hazard, providing coverage for claims including:
 - i. Damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
 - ii. Personal and advertising injury;
 - iii. Damages because of physical damage to or destruction of property, including loss of use of such property;
 - iv. Bodily injury or property damage arising out of completed operations; and
 - v. Contractor's indemnity obligations under this Agreement.

To meet the Commercial General Liability and Business Auto Liability requirements, Contractor may use a combination of Excess and Umbrella coverage. Prior to commencement of the Work, Contractor shall provide the City with a current certificate of insurance including the following language: "The City of Shorewood is named as an additional insured with respect to the commercial general liability, business automobile liability and umbrella or excess liability, as required by the contract. The umbrella or excess liability policy follows form on all underlying coverages." Such certificate of liability insurance shall list the City as an additional insured and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to the City, or 10 days' written notice in the case of non-payment.

19. **Compliance with State Withholding Tax.** Before final payment is made for the Work on this project, Contractor must make a satisfactory showing that it has complied with the provisions of Minnesota Statutes, section 290.92 requiring the withholding of State Income Tax for wages paid employees on this project by providing to the Physical Development Director a Certificate of Compliance from the Commissioner of Taxation. Contractor is advised that before such Certificate can be issued, Contractor must first place on file with the Commissioner of Taxation an affidavit, in the form of an IC-134, that Contractor has complied with the provisions of Minnesota Statutes Section 290.92.

20. **Performance and Payment Bond.** Prior to Commencement of the Work, Contractor shall make, execute and deliver to the City corporate surety bonds in a form acceptable to the City, in the sum of \$_____ for the use of the City and of all persons furnishing labor, skill, tools, machinery or materials to the project. Said bonds shall secure the faithful performance and payment of the Contract by the Contractor and shall be conditioned as required by law. This Agreement shall not become effective unless and until said bonds have been received and approved by the City.

21. **Assignment.** Neither the City nor Contractor shall assign this Agreement or any rights under or interest in this Agreement, in whole or in part, without the other party's prior written consent. Any assignment in violation of this provision is null and void. Neither the City nor Contractor shall assign, or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in the Agreement without the written consent of the other except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Contractor from employing such independent consultants, associates, and subcontractors, as it may deem appropriate to assist it in the performance of the Work required by this Agreement. Any instrument in violation of this provision is null and void.

22. **Independent Contractor.** Contractor is an independent contractor. Contractor's duties shall be performed with the understanding that Contractor has special expertise as to the Work which Contractor is to perform and is customarily engaged in the independent performance of the same or similar work for others. Contractor shall provide or contract for all required equipment and personnel. Contractor shall control the manner in which the Work is performed; however, the nature of the Work 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 Work 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.

23. **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 Effective Date. 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.

24. **Permits and Fees.** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

25. **Entire Agreement.** The Contract Documents shall constitute the entire agreement between the City and Contractor, and supersede any other written or oral agreements between the City and Contractor.

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

27. **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.

28. **Work Products and Ownership of Documents.** All records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement shall become the property of the City, but reproductions of such records, information, materials and other work products in whole or in part may be retained by Contractor. Regardless of when such information was provided, Contractor agrees that it will not disclose for any purpose any information Contractor has obtained arising out of or related to this Agreement, except as authorized by the City or as required by law. These obligations survive the termination of this Agreement.

29. **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 Work.

30. **Agreement Not Exclusive.** The City retains the right to hire other professionals, contractors and service providers for this or other matters, in the City's sole discretion.

31. **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.

32. **No Discrimination.** Contractor agrees not to discriminate in providing the Work 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 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 Work 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.

33. **Authorized Agents.** The City's authorized agent for purposes of administration of this contract is Marc Nevinski or designee. Contractor's authorized agent for purposes of administration of this contract is _____, or designee who shall perform or supervise the performance of all Work.

34. **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

THE CITY
City of Shorewood
ATTN: Marc Nevinski
5755 Country Club Rd
City of Shorewood, MN
mnevinski@shorewoodmn.gov

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

35. **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.

36. **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.

37. **Payment of Subcontractors.** Contractor agrees to pay all laborers employed and all subcontractors furnishing material to Contractor in the performance of this contract. If Contractor fails to pay any claims and demands for labor and materials, the City may apply the monies due to Contractor toward paying and satisfying such claims and demands. The City has the right to apply monies due to Contractor towards paying any accrued indebtedness or any claim which may hereafter come due against Contractor. The amount of such payments shall be deducted from the balance due to the Contractor; provided that nothing herein nor any variation from the amounts and timing of the installments shall be construed as impairing the right of the City or of those to whose benefit the bond herein agreed upon shall insure, to hold Contractor or surety liable on the bond for any breach of the conditions of the same nor as imposing upon the City any obligation to laborers, materialmen, contractors, or sureties to pay or to retain for their benefit any monies coming to the contractor hereunder.

Pursuant to Minnesota Statutes, Section 471.425, Subdivision 4(a), Contractor must pay any subcontractor within ten (10) days of Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. Contractor must pay interest of one and one-half percent (1½%) per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, Contractor shall pay the actual penalty due

to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor shall be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

38. **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.

39. **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.

40. **Counterparts and Electronic Communication.** 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.

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

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

By: _____
Name: _____
Title: _____

CITY OF SHOREWOOD, MN:
By: _____
_____, Mayor
By: _____
Name, title

EXHIBIT A
PROJECT SUMMARY & SCOPE OF WORK

1. This work consists of bio seal, cleanup, and traffic control.
2. The location of the work shall be as delineated on the project map.
3. All streets shall be sealed with Bio Seal or approved equal. Submit product information with the bid.
4. Sweep all surfaces prior to sealing. All sweeping shall be with a pickup power sweeper.
5. The Contractor will only be paid for items in the proposal. All other work required to complete the work, including but not limited to coordination with other Contractors working in the area, is incidental to the project with no direct compensation paid.
6. Working hours are 7 AM to 7PM Monday – Friday.
7. All work shall be complete by September 30 , 2025.
8. Traffic control shall be in accordance with the MMUTCD.

**EXHIBIT B
PLANS AND SPECIFICATIONS**

TRAFFIC PROVISIONS

1. Maintenance of Traffic

Traffic shall be maintained in accordance with the provisions of MnDOT 1710, MNDOT 1404, and the following:

- a. Temporary lane closures by the Contractor will be permitted during those hours and at those locations approved by the Engineer, or his representative. All traffic lanes shall be opened to traffic at the end of each workday.
- b. The Contractor will furnish, erect, and maintain all traffic control devices required for these lane closures. This includes, but is not limited to, barricades, warning signs, flagmen with two-way radios, trailers, flashers, cones and drums. Application of traffic control devices shall be in accordance with the most recent Minnesota Manual on Uniform Traffic Control Devices and pertinent layouts. Sign panels shall be in accordance with the Standard Signs Manual.
- c. Lane closures will not be permitted after dark, during inclement weather, or any other time when, in the opinion of the Engineer, or his representative, the lane closure will be a hazard to traffic.
- d. The Owner reserves the right to lengthen, shorten, or otherwise modify these periods of restrictions or to impose other restrictions as may be necessary to safely provide for traffic. Temporary lane closures or other restrictions to traffic by the Contractor, during work hours and consistent with these time restrictions, will be permitted at those locations approved by the Engineer. Requests to make any restriction to traffic shall be made at least 24 hours prior to such restriction.
- e. The Contractor shall provide W20-1 "Road Construction Ahead" signs to be placed, as directed by the Engineer, or his representative, on intersecting roads on the day he begins operations.
- f. The Contractor shall provide such protective devices as may be necessary to protect traffic and pedestrians from drop-offs, falling in holes, falling objects, splatter, or other hazards which may exist during construction operations.
- g. The Contractor shall be responsible for the repair and replacement of any traffic control devices furnished by them that are damaged or destroyed and shall provide sufficient surveillance of the traffic control devices to ensure that they are properly placed and in good condition.
- h. During the tenure of the Contract, the Engineer may require the Contractor to replace the reflectorizing material whose effectiveness, in the Engineer's opinion, has been substantially reduced by damage from traffic or other causes.

- i. Maintenance of traffic control devices shall be continuous throughout the term of the Contract, including periods of suspension. The Contractor will be required to respond to any call from the City for maintenance of traffic control devices within four hours from the time of notification. The Contractor shall provide a means of receiving calls for maintenance on a 24-hour-a-day basis throughout the term of the Contract.
 - j. All signs shall conform to the Standard Signs Manual or as detailed by the City Engineer. All barricades shall conform to Standard Plate 8000I. All other devices shall conform to the Minnesota Manual on Uniform Traffic Control Devices.
 - k. Contractors are advised that the requirements of these Manuals and Special Provisions are minimum requirements and may be changed to safely provide for traffic and/or accommodate the Contractor's operations.
2. Parking
- a. Any damage to the landscape and turf establishment as a result of the delivery of materials or parking (private vehicles and/or Contractor's equipment) shall be restored to a condition similar, or equal, to that which existed before the damage was done, by relandscaping, fertilization, reseeding, and topsoil placement if necessary, as directed by the Engineer, all at the Contractor's expense.
 - b. The parking of vehicles that obstruct any traffic control devices will not be permitted.
3. Measurement and Payment
- a. All traffic control devices required for temporary lane closures, consistent with (1404) "Maintenance of Traffic" of these Special Provisions, shall be provided and maintained by the Contractor at his expense.
 - b. Traffic Control shall be measured by the LUMP SUM and paid at the unit price bid. All work required to furnish, install, maintain and remove the traffic control devices, as set forth above, and as may be ordered by the Engineer, or his representative, to adequately and safely conduct traffic through the Project, shall be included in the unit price bid.

UTILITY PROPERTY AND SERVICE

1. Construction operations in the proximity of utility properties shall be performed in accordance with the provision of MnDOT 1507. It is however, anticipated that none of the existing utilities will be affected by the work under this Contract; however the following provisions shall apply under the Contract:
 - a. The first paragraph of MnDOT 1507 is deleted and the following substituted therefore:
"It shall be the Contractor's responsibility to contact all local utility companies and ascertain the location of all existing underground utilities, if any, prior to performing any excavation operations. The Contractor shall conduct his/her operations in the vicinity of any such facilities, which may exist, in a manner that will prevent damage thereto."

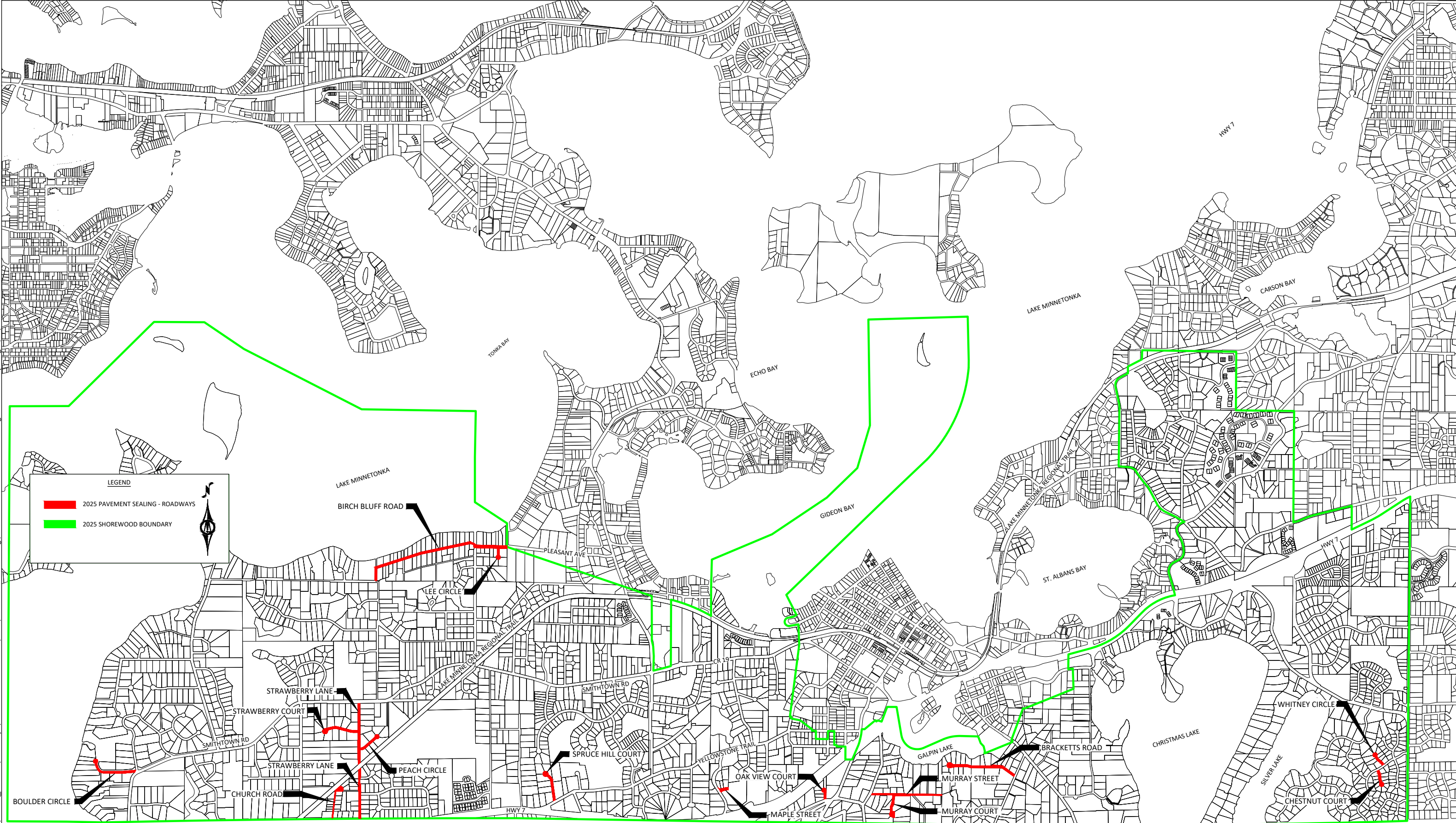
RESPONSIBILITY FOR DAMAGE CLAIMS

1. Responsibility for damage claims will be as set forth in the provisions of MnDOT 1714.

1. The following is added to the provision of MnDOT 1714:
“The Contractor agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property, arising out of, resulting from, or in any manner connected with the execution of the work provided for in this Contract or occurring or resulting from the use, by the Contractor, his agents or employees, of materials, equipment, instrumentalities, or other property, whether the same be owned by the City, the Contractor, sub-contractors or third parties. The Contractor agrees to indemnify, defend, and save harmless the City of Shorewood, agent and employees from all such claims including, without limiting the generality of the foregoing, the Contractor also agrees to indemnify and save harmless the City of Shorewood, its officers and employees from all claims for which the City may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph.
2. This indemnity agreement includes, but is not limited to, claims that the City was negligent or otherwise liable for inspecting, overseeing, supervising or approving work performed under this Contract or otherwise, or acts committed or omitted by the Contractor, sub-contractors or third parties.

MATERIALS, EQUIPMENT, AND SUBCONTRACTORS

1. The Contractor shall submit with their bid a complete list of the proposed bio seal product and any subcontractors and material suppliers.
2. The sealer shall be a penetrating sealer and asphalt preserver capable of penetrating up to at least 1 inches into existing asphalts.



PROJECT NO. 25-02
8/11/2025

2025 Pavement Sealing
Shorewood, MN

EXHIBIT C
NON-COLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

The following Non-Collusion Affidavit shall be executed by the bidder:

State Project No. _____

Federal Project No. _____

State of Minnesota _____)

) ss

County of _____)

I, _____, do state under penalty of
(name of person signing this affidavit)

perjury under 28 U.S.C. 1746 of the laws of the United States:

(1) that I am the authorized representative of _____

(name of person, partnership or corporation submitting this proposal)

and that I have the authority to make this affidavit for and on behalf of said bidder;

(2) that, in connection with this proposal, the said bidder has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding;

(3) that, to the best of my knowledge and belief, the contents of this proposal have not been communicated by the bidder or by any of his/her employees or agents to any person who is not an employee or agent of the bidder or of the surety on any bond furnished with the proposal and will not be communicated to any person who is not an employee or agent of the bidder or of said surety prior to the official opening of the proposal, and

(4) that I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Signed: _____
(bidder or his authorized representative)

PROJECT NO. 25-02
8/11/2025

2025 Pavement Sealing
Shorewood, MN

EXHIBIT D
BID FORM

BID FORM
2025 PAVEMENT SEALING
CITY OF SHOREWOOD

Bidder Name: _____

BIDDER agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: BIDS shall include sales tax and applicable taxes and fees.
BIDDER must fill in unit prices in numerals, make extension for each item and total.

ITEM NO.	BID ITEM	APPROX. QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1	LS	_____	_____
2	TRAFFIC CONTROL	1	LS	_____	_____
3	SWEEPING	1	LS	_____	_____
4	PAVEMENT SEALER	39,340	SY	_____	_____
TOTAL BID:					=====

PROJECT NO. 25-02
8/11/2025

2025 Pavement Sealing
Shorewood, MN

EXHIBIT E
RESPONSIBLE CONTRACTOR VERIFICATION

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PRIME CONTRACTOR BID FORM ATTACHMENT

PROJECT NUMBER: 25-02

This form includes changes by statutory references from the Laws of Minnesota 2015, chapter 64, sections 1-9. This form must be submitted with the bid form submitted for this project. A bid form received without this form, may be rejected.

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor or motor carrier that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|---|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements;(ii) is in compliance with Department of Revenue and Department of Employment and Economic Development registration requirements if it has employees;(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.03, 181.101, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, provided that a failure to pay is "repeated" only if it involves two or more separate and distinct occurrences of underpayment during the three-year period;(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final;(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

City of Shorewood – 2025 Pavement Sealing

RESPONSIBLE CONTRACTOR VERIFICATION AND
CERTIFICATION OF COMPLIANCE

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	*Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions that have authority to debar a contractor; and
(7)	All subcontractors and motor carriers that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract, and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each subcontractor.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Subd. 5a. Motor carrier verification. A prime contractor or subcontractor shall obtain annually from all motor carriers with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to execution of a construction contract with each motor carrier. A prime contractor or subcontractor shall require each such motor carrier to provide it with immediate written notification in the event that the motor carrier no longer meets one or more of the minimum criteria in subdivision 3 after submitting its annual verification. A motor carrier shall be ineligible to perform work on a project covered by this section if it does not meet all the minimum criteria in subdivision 3. Upon request, a prime contractor or subcontractor shall submit to the contracting authority the signed verifications of compliance from all motor carriers providing for-hire transportation of materials, equipment, or supplies for a project.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3, with the exception of clause (7), at the time that it responds to the solicitation document.

A contracting authority may accept a signed statement under oath as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. A prime contractor, subcontractor, or motor carrier that fails to verify compliance with any one of the required minimum criteria or makes a false statement under oath in a verification of compliance shall be ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor or motor carrier that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria. A verification of compliance need not be notarized. An electronic verification of compliance made and submitted as part of an electronic bid shall be an acceptable verification of compliance under this section provided that it contains an electronic signature as defined in section 325L.02, paragraph (h).

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I certify under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285, and**
- 2) if my company is awarded a contract, I will submit Attachment A-1 prior to contract execution, and**
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

******END OF SECTION******

This document is a MODIFIED version of the MnDOT Responsible Contractor Verification and Certification of Compliance form

City of Shorewood – 2025 Pavement Sealing

RESPONSIBLE CONTRACTOR VERIFICATION AND
CERTIFICATION OF COMPLIANCE

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

RESOLUTION 25-074

**A RESOLUTION APPROVING 2025 PAVEMENT SEALING QUOTES
CITY PROJECT 25-02**

WHEREAS, the City of Shorewood ("City") is responsible for maintaining approximately 50 miles of public roadways and implements a variety of methods to maintain the roadways and extend their useful life ; and

WHEREAS, the City solicited quotes for the 2025 Pavement Sealing project and received one quote. The one quote was from Bargaen Incorporated from Mountain Lake, MN in the amount of \$96,989.60 and is the only certified installer for Replay in the areas as manufactured by BioSpan Technologies; and

WHEREAS, the project is included in the 2025 Capital Improvements Plan for Pavement Maintenance and will fund the project from the Street Reconstruction Fund; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the Council hereby accepts and awards the low quote for the 2025 Pavement Sealing Project to Bargaen Incorporated in the amount of \$96,989.60 and authorizes staff and the Mayor to execute the project contract.

Adopted by the City Council of Shorewood, Minnesota this 25th day of August 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: New Retail Liquor License
Meeting Date: Monday, August 25, 2025
Prepared by: Brenda Pricco, Deputy City Clerk
Reviewed by: Sandie Thone, City Clerk/HR Director
Attachments: Resolution

Item 21

Background

Shorewood City Code Chapter 401, Liquor Regulations provides for consideration of licensing establishments to sell on and off-sale liquor in the city limits.

The following establishment is requesting council consideration for a new Off Sale liquor license which will expire on May 31, 2026:

JBL Spirits LLC dba The Bottle Shop
5660 County Road 19
Shorewood, MN 55331

The licensee has submitted all the required documentation, met the insurance liability requirements, has successfully passed a background investigation through South Lake Minnetonka Police Department (SLMPD), submitted the required licensing fees, and met the State of Minnesota, Department of Public Safety, Alcohol and Gambling Enforcement requirements as well. AGE alcohol inspectors perform pre-license inspections.

Financial Considerations

Licensing fees as set forth in the City's fee schedule for liquor licenses have been collected.

Action Requested

Staff respectfully recommends the city council approve the liquor license effective through May 31, 2026 for the above establishment in the city limits.

Motion to approve the New Off Sale Retail Liquor License as presented.

Simple majority vote required.

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

RESOLUTION 25-075

A RESOLUTION APPROVING NEW RETAIL LIQUOR LICENSE

WHEREAS, Shorewood City Code, Chapter 401 provides that no person may directly or indirectly, on any pretense or by any device, sell, barter, keep for sale, charge for possession, or otherwise dispose of alcoholic beverages as part of a commercial transaction without having obtained the required license or permit; and

WHEREAS, in addition to the requirements set forth by the Minnesota Department of Public Safety, Alcohol and Gambling Enforcement Division, Shorewood City Code provides that the applicant shall complete an application for a liquor license, pay the required licensing fee, fulfill insurance coverage requirements and complete a successful background investigation; and

WHEREAS, the following applicant successfully completed the application process, satisfying the requirements as delineated above for the issuance of a liquor license effective through May 31, 2026, consistent with the requirements and provisions of Chapter 401 of the Shorewood City Code.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Shorewood, the following license issued to the applicant as follows is approved:

<u>Applicant</u>	<u>Address</u>	<u>License</u>
JBL Spirits LLC dba The Bottle Shop	5660 County Rd 19 Shorewood, MN 55331	Off Sale

ADOPTED BY THE CITY COUNCIL of the City of Shorewood this 25th day of August, 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Title/Subject: Authorization to Submit MnDNR Conservation Partners Legacy (CPL) Grant Application

Meeting Date: Monday, August 25, 2025

Prepared by: Matt Morreim, Public Works Director

Reviewed by: Marc Nevinski, City Administrator

Attachments: Council Resolution

Background

Over the past several years, the city staff have been managing the decline of ash trees throughout the community due to the ongoing spread of the emerald ash borer. Freeman Park has been particularly impacted, requiring the extensive removal of mature ash trees to mitigate public safety risks and prevent further infestation. This necessary action has resulted in a substantial void in the park's tree canopy, affecting its ecological health, aesthetics, and community use.

The Minnesota DNR Conservation Partners Legacy Grant program provides matching funds for public projects that enhance, restore, or protect forests, grasslands, and wetlands. These grants are highly competitive and are intended to leverage local and regional investments in conservation. The grant requires a 10% local match, which can be provided through a combination of cash and in-kind contributions. The city plans to provide a 10% in-kind match by using staff time.

The proposed project for Freeman Park is a reforestation effort. The project would include:

- Site preparation and planting of diverse native, disease-resistant trees (e.g., oaks, maples, hackberry) across a 20-acre area.
- The installation of protective measures for young trees.
- Initial watering and maintenance to ensure a high survival rate.

Important timelines for the grant are:

- Grant Application Deadline: September 8, 2025
- Project Completion Deadline: June 30, 2029

Staff request approval to submit a grant application to the Minnesota Department of Natural Resources (DNR) for a Conservation Partners Grant. This funding, if awarded, would support a critical reforestation project in Freeman Park, addressing the significant loss of tree canopy due to the emerald ash borer (EAB) infestation.

Financial or Budget Considerations:

We propose to seek a grant request of \$75,000 to \$125,000, with the city providing a local match of 10%. The City's match will be fulfilled through in-kind contributions, specifically the value of staff time from city staff for site work, planting, and ongoing maintenance.

Action Requested:

Motion to adopt the resolution, which authorizes city staff to submit an application for the Minnesota DNR Conservation Partners Grant.

A majority vote by the Council is required.

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

RESOLUTION 25-076

**A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR A MINNESOTA DNR
CONSERVATION PARTNERS GRANT**

WHEREAS, the City of Shorewood, Minnesota has identified the need to reforest Freeman Park due to the significant loss of tree canopy from the emerald ash borer (EAB) infestation; and

WHEREAS, the Minnesota Department of Natural Resources (DNR) offers a Conservation Partners Legacy Grant program that provides funds for projects that enhance, restore, or protect forests; and

WHEREAS, the proposed project includes the removal of dead and dying ash trees and the planting of new native, disease-resistant trees in Freeman Park; and

WHEREAS, the Conservation Partners Legacy Grant requires a 10% local match, which the City of Shorewood, Minnesota intends to provide through an in-kind contribution of staff time; and

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

1. City staff is hereby authorized to submit an application to the Minnesota Department of Natural Resources for a Conservation Partners Legacy Grant for the reforestation of Freeman Park.
2. The City of Shorewood, Minnesota commits to providing the required local match, consisting of in-kind contributions, including the value of staff time, for the project as outlined in the grant application.
3. City staff are authorized to take all necessary actions to execute the grant agreement and to implement the project if the grant is awarded.

Adopted by the City Council of Shorewood, Minnesota this 25th day of August 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City of Shorewood

Item
2K

City Council Meeting Item

Title/Subject: AMM Software Board Portal Devices
Meeting Date: August 25, 2025
Prepared by: Sandie Thone, City Clerk/Human Resources Director
Reviewed by: Marc Nevinski, City Administrator

Background

On March 10, 2025 the City Council approved a contract with CivicPlus for Agenda Meeting Management (AMM) software. City staff have been working with CivicPlus staff to implement and train on the new software. We are currently in the *educate and launch* phase of the process. We anticipate launching for our first live meeting with the software for the October 14th City Council meeting.

PHASE 1: INITIATE	• Project Kickoff and communication including timeline, deliverables, and an implementation questionnaire to capture details for your configuration
PHASE 2: ANALYZE	• Design Review meeting to review and discuss needs for proposed Agenda, Minutes, and Item/Staff Report designs • Obtain internal approvals on proposed designs and send in final approval
PHASE 3: DESIGN & CONFIGURE	• Configuration of designs • Configuration of up to 10 boards • Configuration of up to 10 meeting types • Configuration of up to 10 approval workflows • Configuration of up to 1 item/staff report
PHASE 4: OPTIMIZE	• Virtual consulting session(s) to review current processes and documents and discuss desired goals, best practices, and configuration options • Configuration is completed and handed off for review, testing, and feedback • Configuration adjustments made per submitted feedback
PHASE 5: EDUCATE	• Live, virtual training sessions are conducted within configured site
PHASE 6: LAUNCH	• First Live Meeting and System Launch • Access to live chat features, Technical Support and introduction to Live Care

Upcoming Timeline

September 8 CC Meeting: Soft launch: staff to submit items through AMM but will supply paper packets for public and council

September 22 CC Meeting: Soft launch: Staff submitting items through AMM but will supply paper packets for public and council **Tentative Training for city council on Board Portal process**

October 14 CC Meeting: System Launch: staff submitting items through AMM and City Council to access their agenda packets through the Board Portal

With this timeline in mind, we would like to get the devices ordered and set up for the councilmembers, so we are ready to fully launch the system for the October 14th meeting.

As you may recall, in March we informed council that we had included some budget dollars in the 2025 IT budget to purchase electronic devices for the city council. We had planned to explore some options and bring back a recommendation at a later date. This is that recommendation.

We have priced out 2 options quoted for us and supported by Blue Net (our IT providers) for devices as delineated below:

(5) Lenovo 14" Chromebooks at \$549 each

(5) Lenovo 13" Yoga at \$1,019 each

A third option was explored; i-Pads, which were comparable in cost to the Yoga (above) but would not be supported by our IT department. Therefore, we recommend going with one of the supported options. As chrome books are more affordable – they are more geared towards school/classroom applications, and in general offer less functionality. The i-Pads while very versatile, would not be supported by our IT department and are not Windows based. One very distinct feature with the Yoga is it is Windows-based and offers full laptop functionality allowing you to run compatible software or application required for board meetings. Yoga's 2 in 1 design allows multiple modes (laptop, tent, tablet, stand), which can be useful for presentations, note-taking, and collaboration in a meeting setting. The Yoga also comes with a more powerful processor for more demanding tasks or multitasking. In addition, it offers more ports for connecting than the other tablet devices. Staff's recommendation is to purchase five (5) Lenovo Yogas at a cost of \$1,019 each or \$5,095 total, to be used by council to access the board portal and also support their city email, or other city business as applicable.

The devices will be used by the city council to access the Board Portal. The Board Portal is cloud based and will allow the city council to access all meeting content. There will be no more

issues with files that are too large to send via email. The Board Portal is optimized for all devices. It provides officials with a secure location to take notes on all meeting content including agendas and supporting documents, including minutes. It has a search functionality for you to find information quickly by searching for a key word or date, etc. An item summary view allows you to see motions, votes and discussion on items, preventing manual searches through full meeting documents.

Financial or Budget Impact

The cost of the city council devices was included in the 2025 budget as approved by the City Council in December of 2024.

Action Requested

Motion to approve the purchase of (5) Lenovo Yoga devices through Blue Net for \$5,095. Second and simple majority vote required.



City Council Meeting Item

Title/Subject: Summary of Conclusions of City Administrator Annual Review
Meeting Date: August 25, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: None

Background

On August 11, 2025, the City Council met in a closed session to conduct the City Administrator's annual performance review. MN Statute 13D.05 requires the Council, at its next open meeting, to summarize its conclusions of its evaluation.

The City Administrator provided the Council with an update on the progress of the Council's 2025 strategic priorities, which included Environmental Stewardship, Fiscal Responsibility, Safe & Secure Community, Organizational Strength & Good Governance, Functionally & Financially Sound Infrastructure, Comprehensive Approach to Planning and Development, and Effective Engagement and Communications. The Council concluded the City Administrator had created the forum for a productive discussion and assembled ideas into well-structured format.

The Council discussed the City Administrator's performance over the past year. The Council concluded the administrator to be a professional, knowledgeable and capable manager, demonstrating integrity, stewardship, respect, patience and empathy. The Council asked the administrator to remain open to feedback, ensure tasks and requests, particularly seemingly small ones, remain priorities, and to keep the Council updated on the status of projects and issues as they are worked on.

Financial Impact

None

Action Requested

Motion to approve the summary of conclusions of City Administrator's performance review.

Simple majority vote required



City Council Meeting Item

Title/Subject: **Approve the SLMPD 2026 Budget**
Meeting Date: August 25, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: **Budget Memo & Budget Summary**
 Resolution

Background

The South Lake Minnetonka Police Department must submit its proposed 2026 budget to the member cities for approval under the terms of the Joint Powers Agreement. The Coordinating Committee considered the final 2026 budget at its meeting on July 23rd and is recommending approval of the budget by the member cities. Please see the attached memo from Chief Ballsrud for a summary of the 2026 budget. The Chief will be present to discuss the budget.

The budget must be unanimously approved by the member cities.

Greenwood	<i>Expect Approval 9/3</i>
Excelsior	<i>Approved</i>
Shorewood	August 25
Tonak Bay	August 26

Financial Considerations

Please see the attached memo from Chief Ballsrud.

Action Requested

Motion to adopt the attached resolution approving the South Lake Minnetonka Police Department 2026 Budget.

A majority vote by the Council is required.



**SOUTH LAKE MINNETONKA
POLICE DEPARTMENT**

24150 SMITHTOWN ROAD
SHOREWOOD, MN 55331-8598

Justin Ballsrud
Chief of Police

Office (952) 474.3261
Fax (952) 474.4477

SLMPD 2026 Budget Proposal MEMO

2026 SLMPD Budget: For 2026, I am proposing a 8.4% increase to the Operating Budget. On July 23rd the SLMPD Coordinating Committee Unanimously approved this budget after several work sessions and a regular meeting.

(See attached Budget Summary and spreadsheet).

The explanations for the 8.4% expenses increase are:

- o Contractual salaries increase of 4.5%
196% increase in part time salaries \$87,127 (part time records position in 2025 and part time CSO)
- o Increased Medicare, Social Security of 41.9% **(\$17,088)**
- o Increased Disability Benefits 193.1% \$18,250 due to state Paid Family Leave Act
- o \$50,000 to replenish depleted reserves
- o Increase Repairs and Maintenance to be in line with previous years expenses.
42.2% increase \$35,846
- o Increase Overtime 25% \$10,000 to be in line with previous years expenses.
Overtime budget has only increased \$3000 since 2016.
- o Public Safety Building Condition Assessment \$4000
- o Continuation of the FLOCK Camera program \$12,000 grant expired
- o Financing two patrol vehicles and moving away from Leasing Program 74% increase \$59,991

The primary reasons for the decreased revenues are:

- 2025 Public Safety Funds were \$102,000
- Hennepin County is returning vehicle forfeitures \$13,000

Expenses we reduced to further offset the increases to the Cities:

- 1.1% increase in full time salaries \$24,153 (reduction in one FTE CSO)
- Liability and Workers Comp insurance projected decrease of 3.6%

Shorewood's 49.7136% portion of the total Operating Budget of \$4,226,532 equals an increase of **\$145,841** with a total yearly contribution of **\$1,877,027**.

	2026 Budget	2025 Budget	Variable %	\$ Change
Income				
40101 · Excelsior (27.9582%) with PSF	1,055,612	973,593	8.4%	82,019
40102 · Greenwood (8.5557%) with PSF	323,036	297,937	8.4%	25,099
40103 · Shorewood (49.7136%) with PSF	1,877,027	1,731,186	8.4%	145,841
40104 · Tonka Bay (13.7722%) with PSF	519,994	479,592	8.4%	40,402
42210 · Public Safety Funds / Excelsior			0.0%	-
42211 · Public Safety Funds / Greenwood			0.0%	-
42212 · Public Safety Funds / Shorewood			0.0%	-
42213 · Public Safety Funds / Tonka Bay			0.0%	-
40110 · Court Overtime	8,000	7,500	6.7%	
40120 · Excelsior Park, Dock & Code Enforcement Services	46,000	46,000	0.0%	
42100 · State Police Officer Aid	170,000	160,000	6.3%	
42150 · DWI Police Officer Grant	115,500	115,500	100%	
42200 · State Training Reimbursement	18,000	18,000	0.0%	
43100 · Minnetonka School District	6,863	6,863	0.0%	
43200 · Administrative Requests	7,000	7,000	0.0%	
43400 · Special Policing Details	27,000	27,000	0.0%	
44000 · Investment Income	2,500	5,000	-50.0%	
46400 · Forfeitures	5,000	18,000	-72.2%	
46500 · Grant Reimbursements	45,000	45,000	0.0%	
46600 · Other Reimbursements	-	25,000	-100.0%	
Total Income	4,226,532	3,963,171	6.7%	293,361
Expense				
	450,863	Income \$582,863		(132,000)
50100 - Full-Time Salaries	2,169,889	2,145,736	1.1%	24,153
50200 - General Overtime	50,000	40,000	25.0%	10,000
50230 - Reimbursed Overtime	61,338	61,338	0.0%	-
50300 - Part-Time Salaries	131,460	44,333	196.5%	87,127
50320 - Excelsior PSO/CE Salaries	46,000	46,000	0.0%	-
50500 · Social Security & Medicare	57,877	40,789	41.9%	17,088
50600 · PERA Pensions	402,634	393,741	2.3%	8,893
50700 · Health Insurance Benefits	304,090	315,421	-3.6%	(11,331)
50800 · Disability Benefits	27,700	9,450	193.1%	18,250
51000 · Contracted Services	32,652	33,682	-3.1%	(1,030)
52100 · IT Equipment Leases	88,723	62,323	42.4%	26,400
52200 · Repairs and Maintenance	120,875	85,029	42.2%	35,846
52300 · Utilities	80,074	81,143	-1.3%	(1,069)
52400 · Janitorial & Cleaning	11,160	9,840	13.4%	1,320
52500 · Printing & Publishing	2,500	2,500	0.0%	-
53000 · Supplies / Fuel	88,442	89,329	-1.0%	(887)
54000 · Uniforms & Gear	22,100	21,800	1.4%	300
54500 · Training and Education	44,760	44,760	0.0%	-
56000 · Liability / Causality Insurance	238,331	226,019	5.5%	12,312
56100 · Subscriptions & Memberships	5,670	2,130	166.2%	3,540
57000 · Special Projects	49,391	24,931	98.1%	24,460
57100 · Public Safety Aid Expenses	-	102,000	-100.0%	(102,000)
58000 · Capital Plan / Vehicle Leases	140,877	80,886	74.2%	59,991
Total Expense	4,176,543	3,963,181	5.4%	213,363
General Fund Reserve Replenishment				
	50,000	-		
Total Expense and General Fund Reserves	4,226,543	3,963,181	6.7%	
Expenses & Reserves (-) Income	3,775,680	3,380,318		

**RESOLUTION 25-077
CITY OF SHOREWOOD
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

**A RESOLUTION APPROVING THE 2026 ANNUAL OPERATING BUDGET OF THE SOUTH LAKE
MINNETONKA POLICE DEPARTMENT.**

WHEREAS, the City of Shorewood is a member of the South Lake Minnetonka Police Department through a joint powers agreement which also includes the Cities of Excelsior, Greenwood, Tonka Bay; and

WHEREAS, under the terms of the joint powers agreement, member cities must unanimously approve the annual operating budget; and

WHEREAS, the Chief of Police presented a proposed 2025 operating budget for review by the Coordinating Committee for the South Lake Minnetonka Police Department on July 23, 2025; and

WHEREAS, the Coordinating Committee discussed the proposed budget and recommended its consideration by the Member's city councils; and

WHEREAS, the Shorewood City Council reviewed the proposed 2025 budget on August 25, 2024, which included both operations and capital expenditures for body cameras and laptops; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the 2026 budget of the South Lake Minnetonka Police Department in the total amount of \$4,226,543, with Shorewood's share being \$1,877,027.

Adopted by the Shorewood City Council this 25th day of August 2025.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Meeting Item

Item
8B

Title/Subject: Approval of 2026 Excelsior Fire District Budget
Meeting Date: August 25, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: Summary of 2026 Budget and Allocation by City
2026 Budget Summary Information
Resolution Approving the 2026 EFD Operating Budget
Resolution Approving the 2026 EFD Facilities Budget

Background

The Council is asked to consider approval of the 2026 Excelsior Fire District budget. Fire Chief Curt Mackey summarized the proposed 2025 budget at the Council meeting on June 23rd. Since then the EFD Board has met twice to review and modify the proposed budget. The Fire Board recommended approval of the budget at its meeting on August 13th meeting and is now awaiting approval of the budget from the member cities. Per the JPA, member cities must approve the budget no later than September 15th of each year. However, Shorewood is hoping to set its preliminary levy on September 8th. Chief Mackey will be in attendance to discuss the budget.

Financial Considerations

The proposed EFD 2026 budget includes member cities' contribution of \$2,725,948, an increase of 18.28% over the 2025 budget. The increase is due in large part to staffing and the purchase of SCBAs and related equipment. Rescue 11 is proposed to be sold, as it is not often used, but a similar unit could be provided through mutual aid if needed.

Shorewood's share (36.04%) of the member cities' contribution to the EFD 2026 budget will be \$982,406.12, an increase of \$138,827.97 over 2025. The JPA has different thresholds for approving the the two components of the EFD budget. Two-thirds (4 of 5) of member cities must approve the facilities (aka capital) budget. The operating budget must be approved by majority of the member cities.

	Operating Budget	Facilities Budget
Deephaven	<i>Approved</i>	<i>Approved</i>
Greenwood	<i>Expect Approval 9/3</i>	<i>Expect Approval 9/3</i>
Excelsior	<i>Reconsider 9/2</i>	<i>Approved</i>
Shorewood	August 25	August 25
Tonak Bay	August 26	August 26

Action Requested

Motion to adopt the attached resolution approving the 2026 Excelsior Fire District **operating** budget. (A majority vote by the Council is required.)

Motion to adopt the attached resolution approving the 2026 Excelsior Fire District **facilities** budget. (A four-fifths vote by the Council is required.)

Excelsior Fire District

2026 BUDGET

2026 OVERVIEW

In preparing the 2026 budget, version 1, the following updates/changes were incorporated into the draft.

- Operating budget increase of 11.2% total.
- Updated spreadsheet so that all operating expenses were calculated based upon detailed schedules contained in “2025 SalaryBenefits” and “2025 Supplies & Other” tabs.
- All PERA, FICA and Medicare expenses based upon formulas embedded in spreadsheet.
- 2024 actual categories updated to include income and expenses year to date.
- End of year 2024 Balance \$504,459.05 or 22% of operating budget.
 - Reserves within the recommended JPA of 20-30 percent of overall budget.

2026 CHANGES

- Maintained overnight duty crew stipend on Friday and Saturday nights at \$100. Maintained weekday overnight duty crew stipends at \$80 per night.
- INCREASED all paid-on call firefighter staffing to full capacity (50 members) and hourly wages by 10% effective 1/1/2026. \$20.00 to \$22.00 per hour. All full-time staff 5% annual increase starting on 01/01/2026 based on pay study in 2024.
- Funded Capital Equipment purchases with continued support for small vehicle lease program and large apparatus lease payments. Budget increased by 0.6%.
- Funded Building Improvement Fund. Budget increased by 0%.
- Maintained weekend Duty Crew daytime staffing 2 firefighters at both stations’ minimum.
- Due to anticipated retirements over the last three years, resulting in the lack of Incident Command experience and available discretionary time for Duty Officers within the current and foreseeable future in the district on a paid-on call basis the budget increases are targeting mainly in staffing one final new full-time position, along with inflation throughout the rest of the 2026 budget. The fire board unanimously decided over the last 4 years a plan to fill 1 Assistant Chief of Operations, 3 Battalion Chiefs to fill the experience and discretionary time gaps of Duty Officer time and experience specifically but each BC wears many hats including, Training, Emergency Management, Technology (Internet, digital subscriptions, radios and pagers, software management, Logistics, overseeing different areas of response including: Life Safety Unit/Hazmat, Boat and water, Quartermaster (Uniforms and PPE), SCBA purchase and maintenance, recruitment and retention along with onboarding just to name a few dominate area’s.
- Three major areas of concern that have become additional challenges for the organization after the 5-year plan was implemented:
 - OSHA 1910.156 fire brigade standard being radically revised.
 - EMS delivery concerns under the current PSA (Public Service Area) for extended critical EMS response times from current providers. (Hennepin EMS and Ridgeview)
 - ISO requirements for part-time and career staffing, water supply and water storage along with response times to maintain our current class 3 rating. This rating is the number Insurance companies use to determine insurance premiums for commercial and residential residents in the district.

- ESST January 1, 2024
- Paid Leave January 1, 2026

2026 KEY FINANCIAL NOTES

- Assumptions:
 - Staff predictability and availability will continue to challenge the organization resulting in the need to continue to invest in the current duty crew model. Scheduled shifts and market pay based on pay study in 2024.
 - Duty officer program will continue to be needed until additional full-time staff can be added.
 - An estimated minimum 5-8% growth rate for all operating expenses except health insurance which was set to 10% based on recommendations from Adbo audits over the previous 3 years.
 - Organization complexity along with service demands and desire to achieve a balanced life/work for both career and part time or paid on call firefighters will result in the addition of one full-time position beginning Q4 2026. This is the last piece of the 5-year plan for career staffing.
 - Fund reserves with a target reserve of 20% to 25% of the full budget.
 - A continued goal of leveraging the elimination of mortgage debt into needed career staffing.
 - Continuing fire district marketing campaign (branding video, interactive Facebook and website pages), recruitment and retention to maintain paid on call model moving forward augmented with career fireground and administrative staffing.

2024-2026 CHANGES

- Adding financial projections to building improvement funds to provide funding for roof replacement, boilers, interior concrete flooring, and other unanticipated building maintenance costs.
- ADD full-time Assistant Chief effective 7/1/2024
 - Assist Fire Chief with day-to-day operations including response.
 - Manage duty crew schedules, payroll, training and station duties
 - Focus on grant funding opportunities
 - Staff and officer development
 - Emergency Management while working with risk reduction team (Fire Marshal and Part time inspector)
 - Facilities and Apparatus purchasing and maintenance
- ADD three (3) full-time Deputy/Battalion Chiefs in 2024-2026 on 24-hour shifts.
 - Significantly REDUCE load on current duty officer program
 - INCREASE daily fireground and response resources
 - Continue succession planning program
 - Cover and supervise duty crews during the day and night.
 - Manage: Training, Administration, and daily operations
- REDUCED duty officer coverage for non-full-time coverage days for vacation/sick time coverage only

EXCELSIOR FIRE DISTRICT
2026 Operating Budget -DRAFT
FUND 230

Item	2022 Actual	2023 Budget	2023 Actual	2024 Actual	2025 Budget	2026 Budget
Employees Regular	261200.08	254636.00	250592.00	301,315.00	521,986	641,549
Part-Time Employees	30372.23	18624.00	19441.00	31,816.00	34,221	35,927
Firefighter's Salaries	419705.13	502321.00	595612.00	733,221.00	689,650	713,688
PERA	38397.95	40628.00	39284.00	48,148.00	80,032	104,547
FICA/MC	64248.16	50804.00	72152.00	64,076.00	73,175	71,189
State Fire Aid	0.00					
Health & Dental Insurance	42377.85	46930.00	37657.00	44,907.00	82,461	114,895
Life Insurance	1121.55	748.00	452.00	278.00	1,115	1,115
Worker's Comp	41279.00	40765.00	40751.00	32,518.00	47,099	47,099
Total Personal Services	898701.75	955,456	1,055,941	1,256,279	1,529,738	1,729,988
Fire Pension Contribution	187458.00	214961.00	214961.00	244,137.00	231,000	268,550
Total Pension Contribution	187,458	214,961	214,961	244,137.00	231,000	268,550
Office Supplies	2757.91	2800.00	1482.00	2,974.00	3,000.00	3,000
Motor Fuels	21910.74	18000.00	20400.00	20,533.00	25,000.00	20,000
Clothing	34595.84	42121.00	56720.00	43,576.00	45,971.00	44,570
Repair/Maint. Supplies	7088.92	10000.00	11227.00	9,120.00	15,000.00	12,250
First Aid Supplies	5131.54	5200.00	5300.00	8,535.00	6,000.00	6,000
Firefighting Supplies	13817.13	11000.00	6886.00	8,516.00	22,600.00	12,910
Fire Prevention Tools	4707.95	5800.00	6003.00	6,463.00	7,000.00	7,000
Total Supplies	90020.03	94921.00	108018.00	99,717.00	124,571	105,730
Legal	8896.99	5000.00	870.00		6,000.00	3,000
Fiscal Mgmt Fees	0.00	5556.00	6191.00	5,537.00	7,400.00	7,400
Auditing	21025.00	16100.00	16100.00	15,425.00	18,860.00	18,860
Refuse & Recycling	2508.37	2260.00	2751.00	3,537.00	3,600.00	3,600
Janitorial Services	1961.41	5000.00	3507.00	1,993.00	5,000.00	3,000
Medical Fees	8794.25	13000.00	10890.00	11,282.00	13,000.00	12,000
Other Prof. Services	33880.69	31000.00	14356.00	14,623.00	17,800.00	14,800
Total Prof. Services	77066.71	77916.00	54865.00	62,407.00	71,660	62,660
Telephone	36075.92	24100.00	23574.00	15,779.00	25,450.00	18,500
Postage	539.26	600.00	336.00	621.00	600.00	600
Radio Units	40802.37	39000.00	40234.00	35,369.00	42,650.00	42,650
Recruitment/Retention			2128.00	33,268.00	25,000.00	25,000
Conferences	5216.72	7780.00	15520.00	18,776.00	20,250.00	16,250
Mileage	595.53	100.00	556.00	872.00	1,600.00	1,000
Meeting Expenses	1833.79	5500.00	1874.00	4,799.00	5,500.00	4,000
Training & Schools	10055.17	27200.00	6833.00	11,267.00	28,500.00	28,500
Printing & Publishing	1321.26	1000.00	1334.00	345.00	1,700.00	1,475
Insurance	20477.00	20000.00	25695.00	24,326.00	35,000.00	35,000
Electric Utilities	35637.76	37000.00	36645.00	29,893.00	40,000.00	35,000
Gas Utilities	18874.05	15000.00	16973.00	16,398.00	21,000.00	19,000
Other Utilities	2154.75	2100.00	2721.00	2,655.00	2,500.00	3,000
Contracted Repairs	52230.07	22700.00	22475.00	38,912.00	28,100.00	30,800
Machinery/Equipment	37323.24	43035.00	46285.00	63,330.00	62,255.00	62,255
Other Maintenance	22824.71	20550.00	8012.00	16,955.00	25,050.00	20,325
Misc Expenses	2211.57	1226.00	1604.00	2,033.00	1,726.00	750
Dues and Subscriptions	7549.86	15780.00	19696.00	19,502.00	21,705.00	34,210
Total Other Services	295523.03	282671.00	272505.00	336,088.00	378,486	368,315
Total Operating Budget	1548769.62	1625925.00	1706090.00	1,986,636.00	2,335,455	2,535,243
CIP Transfer	123083.80	250000.00	250000.00	285000.00	225,000.00	450,605
Building Fund Transfer	10567.85	29000.00	29000.00	24000.00	30,000.00	30,000
Facilities Transfer	75000.00	274477.00	274477.00	0.00	0.00	0
Total Capital Outlay	208661.65	553477.00	553477.00	309000.00	255,000	480,605
Fire Operating Expenses	1757431.17	2179402.00	2259567.00	2297638.00	2,590,455	3,015,848
State Fire Aid	187,458	214,961	214,961	244,137.00	231,000	268,550
Municipal Fire Contracts	1,975,000	2,054,000	2,054,000	2,054,000.00	2,304,733.00	2,725,948
Interest Earnings	1,528	1,100	4,014	6,221.00	1,100.00	1,100
Refunds & Reimbursements	82,435	5,000	20,267	17,002.00	5,000.00	5,000
Donations	1800	2000	7705	4,755.00	2,500.00	2,500
Shared Services Income	0	0			0.00	0
Special Event Permits	7,640	5,000	12,750	11,340.00	12,750.00	12,750
Transfers		0			0.00	0
Total Operating Revenues	2,255,859	2,282,061	2,313,697	2,337,455.00	2,557,083	3,015,848
Balance	498,428	102,699			-33,372	0
Balance January 1st	341,962	303,296				303,296
Balance December 31st	303,296	323,919				303,296
Unassigned Fund Balance %	20.21%	18.56%				

2026	
Budget Increase relative to 2025	% Increase
119,562	22.9%
1,708	6.0%
24,038	3.5%
24,515	36.6%
-2,006	-2.7%
0	0.0%
32,434	39.3%
0	0.0%
0	0.0%
200,249	13.1%
37,550	16.3%
37,550	16.3%
0	0.0%
-5,000	-20.0%
-1,401	-3.0%
-2,750	-18.3%
0	0.0%
-9,690	-42.9%
0	0.0%
-18,841	-15.1%
-3,000	-50.0%
0	0.0%
0	0.0%
-2,000	-40.0%
-1,000	-7.7%
-3,000	-16.9%
-9,000	-12.6%
-6,950	-27.3%
0	0.0%
0	0.0%
0	0.0%
-4,000	-19.8%
-500	-33.3%
-1,500	-27.3%
0	0.0%
-225	-13.2%
0	0.0%
-5,000	-12.5%
-2,000	-9.5%
500	20.0%
2,700	9.6%
0	0.0%
-4,725	-18.9%
-976	-56.6%
12,505	57.6%
-10,171	-2.7%
199,787	8.6%
225,605	100.3%
0	0.0%
0	0.0%
225,605	88.5%
0	
425,382	16.4%
37,550	16.3%
421,215	16.3%
0	0.0%
0	0.0%
0	0.0%
0	0.0%
458,765	17.8%

Last Credit Statement CIP May 20, 2024

Notes:

1. Interest income estimated at 2.0% to FY 2040.
2. Equipment inflation is estimated to be approximately 5% per year.
3. Financing estimated at 5% interest rate

**Excelsior Fire District
2020 - 2040
Building Projects - Building Improvement Program (Fund 250)**

1st DRAFT Requested - March 26, 2026

Facility Items	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Beginning Building Maintenance Balance	0	60,486	62,716	14,309	8,381	13,422	27,240	37,376	24,563	26,485	\$1,008	55,903	13,993	(34,447)	(66,818)	(83,697)	(137,015)	(118,700)	(103,794)	(87,308)	(92,744)	(189,206)	(202,672)	(206,635)
Maintenance Items - Station 1																								
Roof Repairs																								
Landscaping																								
TV replacement																								
Cracking outside/rim																								
Floor Sealing in Bays																								
Concrete for station porch																								
UPS Batteries / Replacement																								
Garage Replacement/Clean																								
Garage Door/Opener Replacement																								
Security Cameras																								
Office Furniture - offices																								
Office furniture - conference room's																								
Office furniture - training room / EOC																								
Auxiliaries (Kitchen and Wash Room)																								
Exhaust Heaters in Garage																								
Fitness Equipment																								
Security Hardware																								
Phone System																								
Gear Washers / Extractors																								
Professional Services																								
Gear Dyer																								
Station Remodel for Sleep Rooms																								
Station 1 Expenses	\$ 6,261	\$ 20,658	\$ 132,692	\$ 26,000	\$ 100,000	\$ 2,750	\$ 18,500	\$ 32,500	\$ 15,000	\$ 4,850	\$ 16,720	\$ 65,500	\$ 70,000	\$ 21,500	\$ 10,500	\$ 75,000	\$ 5,000	\$ 7,500	\$ 6,500	\$ 28,000	\$ 107,000	\$ -	\$ 22,500	\$ -
Maintenance Items - Station 2																								
Roof Repairs																								
Station Siding																								
Landscaping																								
TV replacement																								
Security Cameras																								
Cracking outside/Exterior paint																								
Garage Door/Opener Replacement																								
Floor Sealing in Bays																								
Seal Coating in parking lots																								
Office Furniture - offices																								
Office furniture - conference rooms																								
Auxiliaries (Kitchen and Wash Room)																								
Exhaust Heaters in Garage																								
Fitness Equipment																								
Generator																								
Bathroom countertops																								
Phone System Replacement																								
Gear Washers / Extractors																								
Gear Dyer																								
Station Remodel for Sleep Rooms																								
Station 2 Expenses	\$ 4,273	\$ 1,500	\$ 60,983	\$ 13,000	\$ -	\$ 12,500	\$ 500	\$ 4,500	\$ 13,200	\$ 700	\$ 2,700	\$ 700	\$ 2,200	\$ 24,000	\$ 41,000	\$ 2,000	\$ -	\$ -	\$ 1,500	\$ 4,000	\$ 12,000	\$ 38,000	\$ 5,000	\$ -
Total Building Expenses	10,534	22,158	202,545	41,000	100,000	15,250	19,000	37,000	28,200	5,550	19,420	67,200	72,200	45,500	51,500	77,000	5,000	7,500	8,000	29,000	119,000	38,000	27,500	-
Revenues																								
Interest Income	376	358	362	72	42	67	136	187	123	132	255	280	70	(171)	(279)	(419)	(985)	(594)	(514)	(437)	(494)	(464)	(444)	(541)
Sale of Used Equipment																								
Donations / Fund Transfers																								
Cities Contribution																								
Total Revenues	71,020	24,358	154,238	32,072	105,042	29,087	29,136	24,187	30,123	30,132	24,255	24,280	28,070	23,829	23,721	23,892	23,315	23,405	23,496	23,563	23,536	23,536	23,536	23,536
Year End Building Maintenance Balance	60,486	62,716	14,309	8,381	13,422	27,240	37,376	24,563	26,485	51,048	55,903	13,983	(34,167)	(55,818)	(83,597)	(103,794)	(118,700)	(103,794)	(87,308)	(92,744)	(189,206)	(202,672)	(206,635)	(206,635)

EXCELSIOR FIRE DISTRICT

Proposed Budget 2026

Allocation by City using Joint Powers Agreement 2010 Funding Formula

Proposed 2026 Budget

\$2,725,948

Tax Capacity

Cities' Calculated Share of Cost

	<u>Dollars</u>	<u>Percent</u>	<u>Operations</u>	<u>Facilities</u>	<u>Total</u>
Deephaven	\$25,459,505	29.01%	\$651,449	\$139,440	\$790,888
Excelsior	\$11,563,258	13.18%	\$295,877	\$63,331	\$359,208
Greenwood	\$6,926,215	7.89%	\$177,226	\$37,934	\$215,160
Shorewood**	\$31,624,656	36.04%	\$809,201	\$173,206	\$982,406
Tonka Bay	\$12,177,415	13.88%	\$311,591	\$66,695	\$378,286
	<u>87,751,049</u>	<u>100%</u>	<u>\$2,245,343</u>	<u>\$480,605</u>	<u>\$2,725,948</u>

(Using 2025 Hennepin County Assessors' valuations)

**Total 2025 Tax Capacity less reduction for The Islands served by the Mound FD.

Quarterly Billings

	<u>Operations</u>	<u>Buildings</u>	<u>Total</u>
Deephaven	\$ 162,862.22	\$ 34,859.88	\$ 197,722.10
Excelsior	\$ 73,969.15	\$ 15,832.74	\$ 89,801.89
Greenwood	\$ 44,306.39	\$ 9,483.57	\$ 53,789.96
Shorewood**	\$ 202,300.15	\$ 43,301.38	\$ 245,601.53
Tonka Bay	\$ 77,897.85	\$ 16,673.67	\$ 94,571.52
			\$ 681,487.00

2026 Allocation by City Compared to 2024 & 2025

2026 Operating Budget and Capital less Reserves Use and Other Income

City	2024 Budget	2025 Budget	2026 Budget	Increase	Inc %
Deephaven	\$602,750.84	\$668,375.13	\$790,888.40	\$122,513.27	18.33%
Excelsior	\$255,873.60	\$291,777.47	\$359,207.56	\$67,430.09	23.11%
Greenwood	\$175,164.94	\$190,284.24	\$215,159.84	\$24,875.60	13.07%
Shorewood	\$746,361.43	\$843,578.15	\$982,406.12	\$138,827.97	16.46%
Tonka Bay	\$273,849.19	\$310,718.01	\$378,286.08	\$67,568.07	21.75%
Total Contribution	\$2,054,000.00	\$2,304,733.00	\$2,725,948.00	\$421,215.00	18.28%



City Council Meeting Item

Title/Subject: Out of State Travel Request - Minnesota Transportation Alliance
Meeting Date: August 25, 2025
Prepared by: Marc Nevinski, City Administrator
Attachments: Out of State Travel Policy
Event Information

Background

Improvements to Hwy 7 have long been a priority for Shorewood and other communities along the corridor. Shorewood has advocated for MnDOT and the state legislature to invest in Hwy 7 to improve safety and efficiency. These efforts have resulted in a safety audit (2022), a corridor study (2025), and funding to establish a transportation management organization for the corridor (2026).

At the August 11 Council meeting, the question was raised about the Mayor attending the Minnesota Transportation Alliance's DC Fly In event on September 16-18, 2025. According to its website the Alliance's mission is *to coordinate and educate diverse groups statewide to effectively advocate for a safe, efficient transportation system that works for everyone*. More information can be found on the Alliance's website at www.transportationalliance.com.

The D.C. Fly-In is an event organized by the Minnesota Transportation Alliance to advocate for support of Minnesota's transportation needs, meet with elected officials and learn about federal transportation policy. More information on the event can be found at www.transportationalliance.com/event/2025-washington-dc-fly. Estimated costs include:

Registration	\$585
Wednesday Dinner – Bobby Van's	\$50
Hotel (Washington Plaza)	\$369/night (x2)
Airfare (estimate)	\$280 as of 8/19
Total Estimate	\$1653

It is the City's policy that the Council approve out of state travel by any Council member. The policy provides guidance for evaluating out-of-state travel by council members. In this instance, the request to attend this event appears to align with guideline 1e. regarding meeting with federal officials on behalf of the City.

Rationale for attending this event include information from MnDOT that estimates of improvements identified in the draft corridor study suggest an additional \$36M will be needed to incorporate them into the already planned 2029 Hwy 7 maintenance project. Additionally, representatives from other corridors have stated that advocacy at the state and federal level is necessary to obtain funding to advance corridor improvements. Advocacy will be the primary activity for the Hwy 7 corridor communities in the years ahead.

Financial Impact

The Minnesota Transportation Alliance has a scholarship of up to \$1800 available for the City of Shorewood to attend the 2025 event. Funding exists in the Council's budget to cover eligible expenses should the total cost exceed the scholarship amount.

Action Requested

Motion to approve the Mayor's attendance at the Minnesota Transportation Alliance's 2025 D.C. Fly-In event.

Simple majority vote required.

OUT OF STATE TRAVEL POLICY FOR MEMBERS OF THE CITY COUNCIL

PURPOSE

The City of Shorewood recognizes that its elected officials may at times receive value from traveling out of the State for workshops, conferences, events, and other assignments. This policy sets forth the conditions under which out-of-state travel will be reimbursed by the City.

GENERAL GUIDELINES

1. The event, workshop, conference, or assignment must be approved in advance by the City Council at an open meeting and must include an estimate of the cost of the travel. In evaluating the out-of-state travel request, the Council will consider the following:
 - a. Whether the elected official will be receiving training on issues relevant to the City or his or her role as the mayor or council member.
 - b. Whether the elected official will be meeting and working with other elected officials from around the country to exchange ideas on topics of relevance to the City or on the official roles of elected officials.
 - c. Whether the elected official will be reviewing a facility or function that is similar in nature to one that is currently operating at, or under consideration by, the City where the purpose for the trip is to study the facility or function to bring back ideas for the consideration of the full Council.
 - d. Whether the elected official has been specifically assigned by the Council to visit another city for the purpose of establishing a goodwill relationship, such as a "sister city" relationship.
 - e. Whether the elected official has been specifically assigned by the Council to testify on behalf of the City at the United States Congress or otherwise to meet with federal officials on behalf of the City.
 - f. Whether the City has sufficient funding available in the budget to pay the cost of the trip.
2. No reimbursement will be made for attendance at events sponsored by or affiliated with political parties.
3. The City may make payments in advance for airfare, lodging, and registration if specifically approved by the Council. Otherwise, all payments will be made as reimbursements to the elected official.

4. The City will reimburse for transportation, lodging, meals, registration, and incidental costs as follows:
 - a. Airfare will be reimbursed at coach rate.
 - b. Mileage will be reimbursed at the IRS rate. If two or more council members travel by car, only one driver will receive reimbursement. The City will reimburse for the cost of renting an automobile if necessary, to conduct City business.
 - c. Lodging and meal costs are limited to those which are reasonable and necessary.
 - d. Receipts are required for lodging, airfare, parking, and meals and should accompany an expense report form. It is not necessary to have receipts for public transportation, cabs and tips. The expense report shall be submitted to the City Clerk or Finance Department for payment.
 - e. The City will not reimburse for alcoholic beverages, personal telephone calls, costs associated with the attendance of a family member, rental of luxury vehicles, meal expenses included in the cost of registration, or recreational expenses such as golf or tennis.
5. Exceptions to this policy can be made by majority vote of the City Council.
6. This policy shall be reviewed by the City Council at its first meeting in January each year, and amendments to the policy must be made by Resolution of the City Council.

Policy adopted on January 9, 2006.

2025 Washington D.C. Fly-In

Tuesday, September 16th, 2025 - Thursday, September 18th

Location

Washington Plaza Hotel

The 2025 Transportation Alliance Washington, D.C. Fly-In

September 16- 18, 2025 Join Us!

It's the longest running event of this kind and we bring representatives of local government, the transportation industry, transit systems, labor and other advocates together to jointly advocate for transportation needs in Minnesota.

This is your opportunity to hear directly from our US Senators and Members of Congress about federal funding for transportation in Minnesota. You will also hear from transportation leaders at the national and state levels.

Alliance staff will make appointments for you to meet with your member of Congress and staff. We make it easy for you to advocate and get the latest developments on policy at the national level.

Sept. 16th

4:00 pm Registration

5:00 pm Orientation and Federal Updates

6:00 pm Welcome Reception

Sept. 17th

8:00 am Breakfast with Congressional Delegation

10:30 am – 4:30 pm Appointments on the Hill

5:00 pm Social Hour

6:00 pm Dinner – Bobby Van’s Restaurant

Sept. 18th

8:00 am Breakfast

8:30 am Minnesota Updates - MnDOT Commissioner Nancy Daubenberger,
Metropolitan Council

11:00 Am/1:00 PM Optional Tour of National Archives

SHOREWOOD CITY COUNCIL TENTATIVE MEETING TOPICS

The following items are anticipated topics for future City Council meetings. This is not an exhaustive list and topics are subject to change.

August 25, 2025

Work Sessions

- City Council Bylaws
- City Property
- Review 2026 Budget #6 – CIP and Debt Service Funds
- Zoning Audit
- Agenda Software Training

Regular Meeting

- Cannabis Code Amendment
- Grading & Steep Slope Code Amendment
- Approve Preliminary Budget
- Adopt Master Fee Schedule Resolution (Ord- Zoning)
- Annual Tobacco License Renewals
- New Construction Municipal Water
- Recycling Contract approval
- Curbside Organics
- Quarterly Communications Report / CRT
- Engineering Services Contract Renewal
- Contract Renewal for Civil/Prosecution
- Certify Unpaid Charges
- Certify Special Assessments
- Approve Meeting Minute Agreement for following year
- TNT Public Hearing; Adopt Final Budget
- Set the 2026 City Council Regular Meeting Schedule
- Annual Employee Service Recognition
- South Shore Senior Partners Presentation
- 5570/5580 Shorewood Ln Rezoning, Variance, Minor Subdivision