



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

Councilmember Maddy

Councilmember Sanschagrin

Councilmember Gorham

Councilmember DiGruttolo

C. Review and Adopt Agenda

2. CONSENT AGENDA

The Consent Agenda is a series of actions which are being considered for adoption this evening under a single motion.

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

A. City Council Work Session Minutes

B. City Council Regular Meeting Minutes

C. Claims List

D. SE Area Water Improvements

E. Summary of Administrator's Review

F. Declaration of Surplus Items

3. MATTERS FROM THE FLOOR

This is an opportunity for members of the public to bring a matter related to the governance of the City of Shorewood to the attention of the City Council. If the matter relates to a topic that is identified on tonight's agenda as a public hearing, please hold your comments until the public hearing is opened. The full rules for this forum can be found on the agenda table in back and on the City's webpage. 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 five 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. GENERAL BUSINESS

- A. Presentation - SLMPD 2027 Budget
- B. Assessment Hearing for 5815 Club LN Hazardous Building Demolition Costs
- C. Pavement Management Plan Update
- D. Pavement Sealing Contract

5. STAFF AND COUNCIL REPORTS

- A. Staff
- B. Mayor and City Council

6. ADJOURN



City Council Item 2.A.

Title/Subject: City Council Work Session Minutes
Meeting Date: July 27, 2026
Prepared By: Sandie Thone, City Clerk/ HR Director

Attachments

1. 07.13.2026 CC CLOSED SESSION Meeting Minutes

Background

07/13/26 City Council Work Session

Strategic Alignment

Organizational Strength & Good Governance

- Sound and strategic record keeping of government activities lead to comprehensive long-term planning, principled, data, and stakeholder-driven decisions, and a culture of continuous improvement.

Budget Impact

Minute preparation costs vary based on length of meeting and level of detail.

Action Requested

Simple majority vote is required.

MINUTES

1. CONVENE CITY COUNCIL CLOSED SESSION MEETING

Mayor Labadie called the meeting to order at 5:30 P.M.

A. Roll Call

Present. Mayor Labadie; Councilmembers DiGruttolo, Maddy, Sanschagrín, and Gorham (arrived 5:36); City Administrator Nevinski

Absent: None

B. Review Agenda

Sanschagrín moved, DiGruttolo seconded, approving the agenda as presented. Motion passed 4/0.

2. CLOSED SESSION: City Administrator Annual Performance Review

The statement below was read aloud by Mayor Labadie. DiGruttolo moved, Sanschagrín seconded, moving into closed session at 5:32 P.M. Motion passed 4/0.

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 Council reviewed a number of evaluation factors, including responsiveness, community relations, leadership, staff development, fiscal stewardship, operations, decision-making, intergovernmental relations, and competence. The Council identified the administrator's strengths and successes over the past year and discussed opportunities for improvement. The Council set a number of objectives for the Administrator over the next year, including more focus on long-term planning and increased data and analysis for Council decision making.

Maddy moved, Sanschagrín seconded, moving to reopen the closed session at 6:51 P.M. Motion passed 5/0.

3. ADJOURN

Maddy moved, DiGruttolo seconded, Adjourning the City Council Closed Session Meeting of July 13, 2026, at 6:52 P.M. Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Item 2.B.

Title/Subject: City Council Regular Meeting Minutes
Meeting Date: July 27, 2026
Prepared By: Sandie Thone, City Clerk/ HR Director

Attachments

1. 07.13.2026 CC Reg Meeting Minutes

Background

07/13/26 City Council Regular Meeting

Strategic Alignment

Organizational Strength & Good Governance

- Sound and strategic record keeping of government activities lead to comprehensive long-term planning, principled, data, and stakeholder-driven decisions, and a culture of continuous improvement.

Budget Impact

Minute preparation costs vary based on length of meeting and level of detail.

Action Requested

Simple majority vote is required.

MINUTES

1. CONVENE CITY COUNCIL REGULAR MEETING

Mayor Labadie called the meeting to order at 7:07 P.M.

A. Pledge of Allegiance

B. Roll Call

Present. Mayor Labadie; Councilmembers Maddy, Sanschagrín, Gorham, and DiGruttolo; City Attorney Shepherd; City Administrator Nevinski; City Clerk/HR Director (via Zoom), Public Works Director Morreim; Park and Recreation Director Czech; City Engineer Budde; and Communications Coordinator Wilson.

Absent: None

C. Review Agenda

Sanschagrín moved, DiGruttolo seconded, approving the agenda as presented.

Motion passed 5/0.

2. CONSENT AGENDA

Councilmember Sanschagrín noted a question regarding Item 2.G. He stated that, as written, the memo says: "Staff will measure completed cracks as the contractor performs the work and direct the contractor to stop once the contracted amount has been reached." He asked how that decision will be made and whether there is a risk that the city will miss cracks in roads that need to be filled. Public Works Director Morreim explained that the roads are being done in the order of priority established by Public Works. To avoid the risk of a change order, the project is being done this way based on previous discussions with the Council. He noted that this will get the contractor to the point of addressing the worst streets first, but that is where the line was drawn for this year.

Councilmember Sanschagrín stated that there is some ambiguity regarding the project's stop. He asked what drives the costs. Public Works Director Morreim shared that it is a linear foot of crack, which is why every foot is being measured. That is how the contractors bid the project.

Councilmember DiGruttolo asked how many linear feet the city could fill for \$47,000. Public Works Director Morreim shared that the city would get 60,000 linear feet.

Councilmember DiGruttolo asked how many streets are estimated to be done with the 60,000 linear feet. Public Works Director Morreim stated that would be about 10 to 15 streets. Public Works had 25 to 30 streets ranked in order of priority, so about half will be done, beginning with the worst.

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Councilmember DiGruttolo noted questions on Item 2.D. She stated that, upon reviewing the Claims List, there appears to be a \$1,300 IRS charge for Federal Payroll Tax Deposit that was made 12 days late, and a late fee to Excel of \$146.32. City Administrator Nevinski shared that, with Finance Director Schmuck not there, he did not know whether he could answer specifically and provide all the details. He noted that, as part of the process, some items that had been missed were caught, and, unfortunately, there were fees. He explained that, to avoid similar situations in the future, the Staff hopes to implement Laserfiche for the accounts payable process. This process would help ensure the invoice goes to the correct department head and is tied to the financial software.

Sanschagrín moved, DiGruttolo seconded, Approving the Motions Contained on the Consent Agenda and Adopting the Resolutions Therein.

- A. City Council Work Session Minutes**
- B. City Council Regular Meeting Minutes**
- C. May 19, 2026 Park Commission Meeting Minutes**
- D. Claims List**
- E. Tree Removal Quote and Service Agreement**
- F. Replacement of VFD, Southeast Well**
- G. 2026 Crack Seal Project, Project 26-02, Award to Allied Blacktop Company**

Motion passed.

3. MATTERS FROM THE FLOOR

Mayor Labadie noted that there had been some issues with the audio for online viewers, so she encouraged any input to be sent via email or for people to drive to City Hall to have matters revisited at the end of the meeting.

No one wished to address the Council.

Mayor Labadie stated that, since no hands were raised online, there would be no need to reopen Matters from the Floor at the end of the meeting.

4. GENERAL BUSINESS

A. Tour de Tonka Presentation

Kim Carlson, Executive Director of Minnetonka Community Education, said she would talk about Tour de Tonka, a community education program within the school district. She explained that Tour de Tonka has been around for 21 years, and every year there are sponsors for the program, including donated pizza, boots on the ground, and financial support. A picture of the sponsors was shared. She added that the sponsors help keep costs down for participants and give community education more flexibility in what can be offered. The sponsorships are greatly

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appreciated. She reviewed last year's event and shared that it focused on connecting communities. There are riders from 22 states and 113 cities, with 94 percent of ridership coming from cities across Minnesota. The event is well known, with examples of bike shop owners from other states who say their riders talk about it. She added that the event is very well run. A survey is taken after the event. One of the questions asked is: Was this event well organized and well planned? 99.4 percent of people who responded stated that it was definitely well organized, loved the music, and the community building and healthy activity are great. She shared that the 2026 event included some new features. There have been some safe, fun cheer zones added for families, each with activities. There is also a post-ride family zone at the high school to encourage families to come and have fun after the ride. There is also an online apparel shop with exclusive merchandise. Finally, instead of five routes, there are four: 16-, 24-, 40-, and 58-milers. The 100 will no longer be happening after much discussion and consideration of what would be best for everyone involved. She added that the routes have not changed, but many of them do pass through Shorewood, bringing roughly 1,500 through the city. She shared that there would still be bike mechanics at the event. She noted that the event gives back to the ICA Food Shelf every year. She showed a slide of the volunteers for the events, noting that about 400 volunteers are needed. Many people are willing to volunteer for the event because they enjoy it and want to support it. The event is really fun, and there is a great community response. The event is still looking for more volunteers for various roles. She shared that the safety partners have been phenomenal, and in the survey given to riders, they appreciate that safety is a priority. That has always been a big concern of hers. She thanked Lieutenant O'Keefe and the South Lake Metro Police Department, who have been a great support and have worked closely with the event. She hoped to see the Council at the event on August 1. If there were questions, to reach out. The hope is to have around 2,000 riders again this year.

Mayor Labadie asked whether the Council had any questions and noted that some Councilmembers had participated in the event.

Councilmember Gorham shared that there has been bad weather in the past. He asked how that is handled. Ms. Carlson stated that the event organizers work closely with the local weather people and the police department. The event is rain or shine.

Councilmember Gorham asked if attendance had been affected by the bad weather. Ms. Carlson noted that attendance in the past ten years has stayed steady. She shared that there could be a dip in the numbers since there would no longer be the 100-mile route, but they might also see a rise in the shorter routes. She added that last year there were 2,300 riders even with the high-quality air alerts. There is also a no-refund policy.

Mayor Labadie asked if people can register the morning of the event. Ms. Carlson stated that people can register the morning of the event, with the ride starting at 7:00 A.M.

Mayor Labadie reminded Shorewood residents to register under the City of Shorewood.

B. Cathcart Park Tennis Court Resurfacing

Park and Recreation Director Czech presented on the resurfacing of the Tennis Court at Cathcart Park as found in the Agenda Packet.

Mayor Labadie shared that she was glad to see the resurfacing would also include different-colored striping on pickleball courts.

Councilmember Sanschagrín asked how long the resurfacing would last. Park and Recreation Director Czech stated that a resurfacing generally occurs every five to seven years, depending on court conditions and usage.

Councilmember Sanschagrín asked how often the tennis court is used. Parks and Recreation Director Czech noted that he does not have statistics on this, but he has heard from the neighboring community that the court is used quite frequently. He shared that the neighbor who stopped to talk to the Parks Commission during tours stated they would use the court more if it were in better condition.

Councilmember DiGruttolo asked what the cost would be to properly fix the tennis court. She noted that she was unsure whether the resurfacing included removing the roots. Park and Recreation Director Czech explained that, with a resurface, if there are structural issues, they will return over time, but it will improve short-term playability. A full-court reconstruction would cost around \$80,000.

Councilmember DiGruttolo asked if that would remove the tree roots and everything. Park and Recreation Director Czech noted that the \$80,000 would be used to correct structural issues and install all-new asphalt.

Councilmember DiGruttolo asked whether a full reconstruction is included in the Capital Improvement Plan (CIP). Park and Recreation Director Czech shared that the project is not currently in there. At the next Council meeting, the CIP will be reviewed, and the reconstruction will be added for review and will be included in 2035.

Councilmember DiGruttolo wondered whether there could be a way to pick a priority target in the parks, focus on it until it is fixed, and then move on to the next target. She stated that there may be a better use for the money, or something that could be taken from to help fully fix the tennis court. She asked if any options like that had been looked at. Park and Recreation Director Czech explained that last year, while reviewing the Master Plan, a process was established to identify priorities. The Staff is trying to follow the Master Plan.

Councilmember DiGruttolo asked whether, in the Master Plan, there is anything else used less than the tennis court, and whether the money could be deferred to the tennis court. She noted concern with having to fix the court again in five years and would rather do the full reconstruction to fix things properly. She asked if there would be another project that could be pushed off and the money used for the full-court reconstruction at Cathcart. Park and Recreation Director Czech explained that in 2026, if all of the allocated CIP funds were used, there would not be enough to do the full reconstruction.

Councilmember DiGruttolo asked whether to proceed with the project in 2027 and use those funds, given that the cracks have been present for many years. Park and Recreation Director Czech shared that the Freeman North Playground needs to be replaced in 2027 and is a necessary project. Mayor Labadie noted that it is a huge project and that some of the equipment at Freeman North Park has been deemed end-of-life. Park and Recreation Director Czech added that, generally, for tennis courts, a city should plan to resurface every five to nine years, depending on condition. He pointed out that some of the courts have been removed from that rotation, causing them to deteriorate faster. The Parks Commission noted that investing in resurfacing will improve the quality of life at the court, thereby enabling future funding for a full reconstruction.

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Councilmember DiGruttolo asked if the full reconstruction was in the plan for the next five years. Park and Recreation Director Czech shared that it is not currently in the plan for the next five years. Councilmember DiGruttolo asked why the resurfacing is being done if it will not last until the reconstruction can be done. She asked whether this is the smartest use of City money or the best way to address the problem. Park and Recreation Director Czech explained that the CIP is evaluated every year. It was established from the Parks Master Plan that was developed. The Parks Commission is looking at the resurfacing as buying another five to seven years of quality play, allowing residents to utilize an amenity, and enabling the City to plan for a future investment, as funds are not available at this time.

Councilmember DiGruttolo asked if the plan is to put the full reconstruction of the tennis court in the CIP for five years. Park and Recreation Director Czech shared that the CIP is reviewed annually, and beyond the five years, the projects shift based on need. He explained that if it looks like the tennis court will need a full replacement in five years, that would get moved up, and something else would be pushed out.

Councilmember DiGruttolo asked whether the project would be pushed up even if the Parks Master Plan did not call for it. She noted that Park and Recreation Director Czech had stated that what the Parks Master Plan states cannot be changed. Park and Recreation Director Czech said it would be a Council decision if changes were desired. He noted that the process for obtaining the plan was complete. With the CIP, generally speaking, the first five years are an accurate representation. He added that, outside the five years, it is an estimate of the projects being planned. Many times projects will shift, as has happened in the past.

Councilmember Gorham pointed out that one issue with the Park's CIP is that it includes \$18,000 for tennis court resurfacing but no full replacement cost. Given that both are in the CIP, the Council may have found a different way to prioritize the projects. He noted that there may need to be a secondary review of the projects in the CIP; if any of them are temporary fixes, consider when the long-term fixes are scheduled. He added that his family has played pickleball on the court, and it needs some work. He noted that the city has been through the process and made a judgment call on what to do with the court and make a good temporary solution. He asked when the last thing was done to the tennis court at Cathcart. Park and Recreation Director Czech shared that resurfacing was completed in 2019.

Councilmember Gorham asked if this would be the last time a resurfacing could be done. Park and Recreation Director Czech explained that, based on the contractors' opinions, this may be the last time resurfacing can be done.

Councilmember Gorham asked how long a full reconstruction lasts before it has to be fixed. Park and Recreation Director Czech stated that his document notes that the Cathcart tennis court was installed in 1966, with a resurface in 2019. Councilmember Gorham pointed out that resurfacing may have been done at another time. Park and Recreation Director Czech shared that there were likely many resurfacings done throughout the timeframe.

Mayor Labadie stated that the Council agrees this is a band-aid fix and that it needs to be done more permanently. The reality is that, at the moment, there is money for the band-aid fix but not the permanent one. She pointed out that the Parks Commission had a 4-0 unanimous decision. She asked if that was done at Cathcart during the tours. Park and Recreation Director Czech stated that is what took place.

Mayor Labadie shared she is okay with the fix for now. The courts do get used a lot and will need a more permanent fix, but she would rather the courts still get used and still get used safely. She added that she is looking to get the permanent fix into the CIP in a way that can be properly funded.

Councilmember Gorham noted that the total reconstruction would not be completed next year, and that the Council has an obligation to make the tennis court usable in the short term.

Gorham moved, Maddy seconded, Approving the Quote from ATE Recreation in the Amount of \$15,894.60 for the Resurfacing of the Cathcart Park Tennis Court.

Motion passed 5/0.

C. MN GreenStep Cities Fast Track Cohort

Communications/Recycling Coordinator Wilson presented on the MN GreenStep Cities Fast Track Cohort as found in the Agenda Packet.

Councilmember DiGruttolo asked who would attend the cohort sessions. Mr. Wilson shared that he would attend and then bring the information back to the Staff.

Councilmember Gorham asked what questions Mr. Wilson has about the program. Mr. Wilson stated that he wants to review the City's current assessment and see what is actually being done. He noted being curious about what the city has already been doing that would count towards the process. He shared that the application for the GreenStep City is at a really good time, as the 2050 Comprehensive Plan is being formed and the sustainability goals are being built into it. He added that he would need to get more information about the program, since the city has not really participated in it.

Councilmember Gorham pointed out that he would be interested in knowing what fiscal commitment some of the steps would require. He asked what level of commitment the city could make. Mr. Wilson noted that this would be one of the big things to bring back to the Council, including determining what it would cost, in fiscal terms, to go to step three, given that the City is not yet in the process. He added that, in 2022, the Council decided not to proceed to step three. He asked what things look like now.

Councilmember Gorham shared that he would like to know what some cities do or do not go to step three. Mr. Wilson stated he could find out that information.

Councilmember Sanschagrin explained that, based on the materials, it seems like a heavy lift. There are many checklists and a lot of work, but many good ideas. He asked if there might be a way to view the process as a good idea generator rather than spending all the money on the administration it may require. Councilmember Gorham agreed that there could be another way to complete some of the GreenStep tasks for the city.

Councilmember Gorham clarified that the motion would be to explore the options. Mr. Wilson noted that to be correct. Mayor Labadie pointed out that, regarding the questions raised, Mr. Wilson could return to the Council with accurate information.

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Mr. Wilson shared that the cohort was intended for cities to reach step three by April, but Shorewood wants to use it as an exploratory step rather than commit to going straight to step three.

Councilmember Gorham asked whether the cohort includes other cities and whether the process is fast-tracked. Mr. Wilson shared that there are other cities and that the fast-track piece is due to the possibility of completing it in six months.

Councilmember Gorham asked whether the process would normally be longer. Mr. Wilson explained that step one could be argued to be fast, as it is writing an ordinance. The actual management is step three and implementing things on the checklist.

Councilmember DiGruttolo stated that she watched the video, which stated that Mr. Wilson would not have to attend every session if he knew the city was already done with some of the items on the checklist. She added that it would be useful information, and the decision can then be made based on a cost-benefit analysis.

Mayor Labadie shared that she is excited for the information to come back to the Council, since no one on the Council knows what all the steps entail.

Gorham moved, Maddy seconded, Authorizing Staff participation in the GreenStep Fast Track Cohort and directing Staff to report back on key learnings, completed actions, and opportunities identified through the program.

Motion passed 5/0.

D. Deephaven – Minnetonka Blvd Cost Share Agreement

City Engineer Budde presented on the Deephaven – Minnetonka Boulevard Cost Share Agreement as found in the Agenda Packet.

Councilmember Sanschagrín questioned why Shorewood would incur an additional 15 percent design fee if Deephaven is taking the lead on the project management. City Engineer Budde explained that Deephaven wants to be compensated for Shorewood's portion of the roadway.

Councilmember Sanschagrín asked if the 15 percent would be payable to Deephaven. City Engineer Budde stated that is correct.

Councilmember DiGruttolo questioned why the road was not included in the CIP, given its pavement condition rating of 29 out of 100. City Engineer Budde explained that because the road is on the shared municipal boundary, when the city worked with Visla, who does the AI routing, the road broke the lines of the municipal boundary and then did not graph them the first year they were looked at and was not caught the first year the Pavement Management Plan was done. Since then, Staff has noticed that, and the whole thing needs to be included in the Plan. He shared that the city had already committed to what was in there for 2025, that it would need to be included for 2027, and that it could also be included in the 2027 Pavement Improvement Project.

Councilmember DiGruttolo asked whether, if the technology had picked up the project, it would have been included in this year's CIP. City Engineer Budde stated that he did not know off the top of his head and would have to look back at the numbers.

City Administrator Nevinski shared that much of the previous work in Shorewood has focused on the western end. Next year's mill and overlay is much more focused on the east side of Shorewood because there is cost savings in mobilization. That would be part of the rationale for potentially including the project next year, or for taking the opportunity where the road is in two communities and the municipal line is awkward.

Councilmember Gorham pointed out that there is one good thing: the Council does have approval authority for change orders related to work in the City, and a change order cannot be issued without the Council's approval. He asked about communications and whether Deephaven would handle all communication to the Shorewood residents. City Engineer Budde explained that there has not been much discussion on the communication yet. The work is slated for the end of July, and there are not many homes directly on the road. He added that the city will have to reach out to Deephaven to see what communications they will push out and to reiterate those from the Shorewood side. There has been nothing specific yet.

Councilmember Gorham stated that the agreement authorizes Deephaven to communicate on the City's behalf, which seems sound, but the city should overlay that as well. City Engineer Budde added that Deephaven should at least be notified before they do it. Councilmember Gorham noted that we should at least make sure that Deephaven is communicating, because the Shorewood residents will come to the Council and Staff for answers.

Councilmember DiGruttolo asked when Deephaven came to Shorewood with the offer. City Engineer Budde shared that most neighboring communities do not have a CIP like Shorewood's, which would make planning more structured and fairly predictable a few years in advance. Most smaller communities are very responsive to their residents, and when they receive enough calls, they decide to undertake a project. He noted that it has happened to Shorewood a few times, where another city is in the middle of design and then comes to Shorewood to see if the city is interested. That is usually well past the time when the project could have been included in the CIP. He stated that the Staff has shared the concerns on timing with the other communities. For this project, Deephaven reached out during the design phase to see whether Shorewood was interested. Deephaven includes Shorewood in the bid. He shared that he was unsure what Deephaven would do if the city said it did not want to proceed with the project.

Sanschagrín moved, Gorham seconded, Adopting RESOLUTION NO. 26-41, "A Resolution Approving Agreement with the City of Deephaven for Minnetonka Boulevard Improvements."

Motion passed 4-1 (DiGruttolo).

E. Shorewood Lane Ravine Update

City Engineer Budde presented on the Shorewood Lane Ravine project as found in the Agenda Packet.

Councilmember Sanschagrín asked how much of the project is on private property versus public property. City Engineer Budde explained that all the property is private. Still, a portion of it has an existing drainage utility easement that the City does not need to acquire any rights to. The rest of it is all private.

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Councilmember Sanschagrin asked if there was any eminent danger to the homes. City Engineer Budde stated that there is currently no eminent danger. If this were left unattended, the homes on the north slope would be the closest to danger.

Councilmember Sanschagrin asked whether there have been any thoughts about looking upstream to the source of the water in the Badger Park areas. City Engineer Budde shared that it has been looked at. The area is very challenging. He used a picture to explain where the watershed is located and where the water is coming from and going to. Ultimately, the Staff did look at it during high-water events; water backs up in the stream and gets precariously close to City Hall's basement. He shared that there has been water in the basement of City Hall, so Staff looked at how at-risk City Hall is for flooding. He explained that based on the modeling, there is still a maintained two-foot freeboard, which meets the City's requirements and the Watershed's requirements. He pointed out that there is still risk, but the model still shows the two-foot separation. He added that the problem is that there is no storage in the watershed, and the only way to improve that is to release more water quickly, which no permitting agency will allow the city to do. The water must be released at the current rates, but it must also stabilize the downstream channel against erosion. To improve that, the stream profile will be flattened. He used a picture to show how and where that is being done to slow the velocity and significantly reduce shear stresses. He noted that a large portion of the vertical drops is where the energy dissipates and explained where the rock gabion would be located.

Councilmember DiGruttolo asked what the consequence would be under ordinary rainfall, not the 100-year rainfall scenario. She clarified that a rainfall event is less significant than a 100-year rainfall. City Engineer Budde stated that there would be nothing really. The ponds and wetlands fill up just the way they are supposed to. He added that this is with the assumption that water is still being released through the channel.

Councilmember DiGruttolo asked whether the risks associated with tree and habitat removal have been considered at all. She expressed concern about healthy trees being removed to get the equipment in to carry out the project. City Engineer Budde stated that, for the project to be completed and equipment to be brought in, some trees will need to be removed along both banks. He noted that he has not found a solution to the problem without removing the trees. He explained that the city will try to utilize the trees in the project by harvesting them and laying them down at the bottom of the channel to help protect the bank from erosion. He understood that the project had environmental consequences, but even if left alone, many of the trees would die anyway.

Councilmember DiGruttolo asked whether the \$800,000 includes everything needed to complete the project. City Engineer Budde explained that the costs include all engineering and construction, potentially including easements. He has not negotiated the easements, so he was unsure of the cost. It would include total project costs. He noted that, from a maintenance perspective, one of the goals was to make the ravine as resilient as possible. He pointed out that many of the things will last for 20 to 30 years and beyond, but it may take a little maintenance of the vegetation to ensure the plants are healthy and growing where they should. The gabion rock baskets should easily last over 30 years.

Councilmember DiGruttolo stated that the memo read up to 55 percent for the State Aid. She asked what the city would do if only five percent could be guaranteed. She also asked whether some of the grants have expiration dates and how the city ensures it does not lose the grant. City Engineer Budde pointed out that all the grants would also allow construction in 2027. The City is

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trying to build in 2026 because, if construction starts on many of the grants, the project will still be eligible. He noted that, as for the 55%, he has an email from the State Aid Hydraulics Engineer stating that the project is eligible for 55% of construction costs.

Councilmember DiGruttolo asked how much has already been spent on the project and whether that amount is a sunk cost or part of the \$800,000 for the whole project. City Engineer Budde stated that the City's fees for the project are \$150,000 and, at this point, are sunk costs. The projects are challenging because of certain nuances. Due to certain aspects of the project's permitting, it is challenging to meet all needs. He added that some of the initial costs were due to the effort to pursue outside funding.

Councilmember DiGruttolo asked when the project would begin. City Engineer Budde noted that, ideally, the project would start in late fall of 2026.

Councilmember DiGruttolo asked if this project is in the CIP budget. City Engineer Budde shared that it has been there since 2020, maybe even before that.

Councilmember Sanschagrín asked whether City Engineer Budde was aware of a drone video taken in 2014 and whether it is available online to the public. City Engineer Budde stated that the video is not online but could be. Councilmember Maddy pointed out that it could show the difference between how it looked in 2014 and how it looks today. Councilmember Sanschagrín noted he would like to see the footage.

Councilmember Sanschagrín stated that, in the future, it would be important for the Council to discuss funding, since this project is on private property and the City is improving the property. There should be a discussion about who should pay in these scenarios.

Councilmember Maddy stated that the point of reducing flooding risk in the Badger Park area is to move the water more quickly under 19. He asked whether that has to be drained more quickly to prevent upstream flooding. City Engineer Budde stated that the flow is not increasing. Councilmember Maddy asked how the city would reduce the risk of flooding if the flow is not being increased. City Engineer Budde explained that he was trying to provide background on Councilmember Sanschagrín's questions about whether the issues could be solved upstream. The way to solve things upstream is to create more storage so that water is held longer and released more slowly. He pointed out that there is not that option in this watershed. Councilmember Maddy asked how the city would reduce the risk of flooding if it cannot increase storage. City Engineer Budde pointed out that the goal of the project is not to necessarily reduce flooding risks around City Hall. The goal is to maintain the channel from its outlet to the wetland and to ensure that, during large rain events when water does flow through, this can be done without continually eroding and potentially causing downstream issues. Councilmember Maddy clarified that this is not a flood project; it is an erosion project.

Mayor Labadie noted that no formal action was requested; it was just an update. She thanked City Engineer Budde for his update.

5. STAFF AND COUNCIL REPORTS AND DISCUSSION

A. Staff

i. Quarter 2 Communications Report

Mr. Wilson noted that he would let the report stand on its own merits and take any Council questions.

Councilmember Sanschagrín asked how the city is capturing resident feedback from the system. Mr. Wilson noted that resident feedback comes mostly through the citizen request tracker. He added that various feedback forms are used, including the budget feedback form. He added that this is not doing the anecdote piece of it.

Councilmember Sanschagrín asked how the city is replicating Click Fix's functionality within the system. Mr. Wilson asked whether Councilmember Sanschagrín was referring to the request tracker. Councilmember Sanschagrín agreed and added that the information should be made more publicly available. Mr. Wilson shared that the report given at the Council meeting was making the information publicly available.

Councilmember DiGruttolo asked whether any resident groups were underreached. She shared concern that outputs are not the same as outcomes. Mr. Wilson stated that since electronics generally do not appeal to older generations, they would be an underserved segment. That is the hope of the print materials that the older generations are being reached. He shared that there is no mechanism to know who is actually reading the information. He added that he delivers the Shorewood Report to the Shorewood Landing to save on costs.

Councilmember DiGruttolo asked if Mr. Wilson has received any feedback from the Shorewood Landing. Mr. Wilson noted that he has heard from the staff that they appreciate the city bringing the Shorewood Report to them. He added that the Coffee with the Mayor has helped to bring things to the Shorewood Landing.

Councilmember DiGruttolo pointed out that, in highlighting things, bringing the Shorewood Report and elections to seniors is worth mentioning.

ii. Tentative Upcoming Agenda Topics

City Administrator Nevinski stated that there were no updates on the agenda, only a sharing of what was tentatively scheduled for the upcoming meetings.

Park and Recreation Director Czech stated that last week the second task force meeting for the SCEC facility analysis took place. There was a lot of great discussion, and the consultant will begin drafting preliminary recommendations on what the facility could look like going forward. He noted that the annual Concert in the Park was Thursday at 6:00 P.M. in Freeman Park. Many fun activities are planned, and he invited the Council to enjoy the event. Midco sponsors the event. He updated that Safety Camp is officially full for the summer, so partnering with Minnetonka Community Education has been wonderful, and 40 kids will be able to participate in August.

Mr. Wilson shared that tree sales will be happening soon, and the trees for those sales will be announced as well. He noted that the back-to-school supply drive is underway, and supplies can be dropped off at City Hall through August 13. He stated that the Recycling Committee is working on scheduling a tour of the WM Murph site in the next couple of months. Once the date is finalized, it will be announced.

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City Administrator Nevinski shared that, at Concert in the Park, there would be a pop-up event for the Comprehensive Plan, and he asked the Council to encourage residents to stop by to talk with the planners about Shorewood and what it might look like in the future. He stated that the Staff has been working on the City and Public Safety budgets, which has been taking up a fair amount of time. He added that Nite to Unite is coming up on August 4, and if a neighborhood would like police or fire to stop by, they should contact the South Lake Minnetonka Police Department to schedule it. In the past, the Mayor, the Council, and Staff have gone out with the police or the fire department. If that is something the Council is interested in, they should let him know so he can share with the police and fire to get them in a group.

B. Mayor and City Council

Councilmember DiGruttolo stated that a resident pointed out on Google that the SCEC hours are from 9:00 A.M. to 3:30 P.M. She asked if those hours are correct. Park and Recreation Director Czech stated that generally speaking, the building is open when it is in use. That is being discussed with the task force of what that should look like. He added that the hours are generally during senior programming, and there would be guaranteed staff in the building. He added that if there is a rental, the building will be open; otherwise, it is closed.

Councilmember Gorham stated that earlier in the discussion of the ravine project, he mentioned possibly looking at the root cause analysis of how engineering costs for this project, as a microcosm, have evolved; the relationship between consultant costs and construction projects; and what the approval process looks like. He stated that the report involves a lot of good history in the ravine. He asked how that relates to the \$150,000 in sunk costs and how to get visibility to that number as well. He suggested that, in a future meeting, there could be a discussion of how engineering costs are controlled in a capital-cost environment, and that the ravine project could serve as a case study for improving visibility. City Administrator Nevinski added monitoring of project costs as projects evolve.

Councilmember Gorham asked whether there is an internal threshold at which Council action must be requested. City Administrator Nevinski stated that in some cases, it is probably very clear as the process plays out. A project like the ravine, which has spanned 16 years and two consultants, is an unusual process. He noted that the question is: in whatever project is being done, what are the Staff's check-in points, and how to put visibility into where the Staff is at. He noted that it may be prescribed more often in certain cases and less often in others, and that it would need to be discussed at the front end of a project. He added that he could discuss it with Staff and bring it back to the Council to gather thoughts and reactions.

Councilmember Gorham asked if that would be something the Council would have to vote on. City Administrator Nevinski noted that he was not sure at the moment what he would bring back to the Council. Perhaps, as the discussion with engineering continues and there are check-in points with the Council, something could be wrapped into that discussion. The conversation may take place on the front end of some projects.

Councilmember Maddy noted that he attended the LMC conference and, as always, it was a great conference with great learning.

Mayor Labadie stated that the SLMPD coordinating committee met last week and the 2025 audit is complete. The SLMPD received a clean opinion from Abdo, which is a new auditor. She noted that all the organizations involved in the Fourth of July festivities will hold a debriefing to discuss

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the event. She added that the SLMPD budget is still under discussion; Shorewood will see a significant increase. The big expenses will be the flat roof, the replacement backup battery systems for the SLMPD, the records management system, vehicle replacement, and the addition of another officer.

Councilmember Gorham noted that it does not sound good. Mayor Labadie agreed and pointed out that costs are rising across the board. She noted that the SLMPD is funded through a formula, and one of the formula's terms is based on population. Shorewood's number is going from 49.7 percent to 52 percent. She added that the costs for Tonka Bay and Excelsior also went up. She shared that the police chief is attending the Council meeting on July 27, which is after the next coordinating committee meeting. If the Councilmembers had questions for the meeting, they were to let her know or attend the meeting as well. She pointed out that the JPA for the SLMPD states that the members of the coordinating committee shall be the mayors of each city and the members of the operating committee shall be the city administrator or manager. Greenwood does not have a city administrator, but does have someone who works remotely on their behalf and has attended different things remotely. She added that there have been discussions about this for over a year, that an attorney was hired to render an opinion, and that the attorney stated it is improper for the administrator and the mayor to be the same person, since one is elected and one is not. She pointed out that having the same person on both committees makes it very difficult when that person can also fire the chief. She added that the mayors voted 3-1 that they no longer wanted Greenwood's mayor to attend the operating committee meetings, and Greenwood has disputed this. Greenwood stated at the last meeting that they have considered the Deephaven Police Department as an alternative and that the board is at an impasse. There could be some mediation options, as well as running it past the appropriate League of Minnesota Cities representatives.

Councilmember DiGruttolo asked whether that would incur attorney fees. Mayor Labadie stated that things are only being explored at this point and that this is the question to be posed to the committee. As for mediation, Greenwood would be considered the aggrieved party, and the aggrieved party would pay for mediation. She noted that Greenwood denies that.

Councilmember DiGruttolo asked whether that would come back to the Council before any decision is made to pay any costs. Mayor Labadie stated it absolutely would. She noted that until this point it has just been discussions.

Councilmember DiGruttolo asked if this situation has caused problems in the past. She pointed out that if it has been operating this way for a long time, what changed to make things different now. Mayor Labadie noted those are difficult questions. City Administrator Nevinski pointed out that it has not been operating that way forever, but it has been some time. He noted that things had been operating the same way on the fire side, and that, historically, there had been an issue and nothing had changed. He added that some questions have been raised about the appropriateness of the arrangement. In State Statute, there is a term, "incompatible offices," that might be at issue in this situation. He noted that ultimately, how do all the cities come to some agreement, with all cities representing their cities? He added that he will be meeting with the League of Minnesota Cities about dispute resolution later in the week to discuss the issue and see if there is a fit.

Councilmember DiGruttolo asked whether the situation is causing harm to the city. City Administrator Nevinski shared that some of the issues that have come up concern good governance and some confusion about whether the police chief is getting direction from the administrator or the board member. As administrators, there is no direction over the chief; they

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are merely there to advise, provide guidance, and offer support. He added that it is an awkward situation and there has not been a large problem in the past, but there could be in the future, as the other cities are saying.

Councilmember Sanschagrín asked whether a simple solution would be for Greenwood to appoint a resident volunteer to serve as administrator. Mayor Labadie stated that it was proposed but rejected by Greenwood. There have been many proposals that Greenwood has rejected. The member cities are working to make it work and are taking the next steps at no cost to resolve the situation, with any proposed costs to be put before the councils.

Councilmember DiGruttolo stated that, as a Mayor, she seems to be on the board rather than acting as the Mayor, and that she can separate those roles. She noted that it does not make sense to her why that person cannot operate clearly in different roles and capacities. She shared that when the person is a board member, they represent this equity, and when they are acting as an administrator, they are representing this equity. She added that it does not seem strange to her, especially for a small city. City Administrator Nevinski shared that Greenwood argues it lacks resources due to its size. He shared that the potential conflict arises when a board member in a position of authority is also functioning in an administrative capacity, and there is no clear line because that person is always an elected official.

Mayor Labadie noted that she had a meeting the week before with Senator Ann Johnson Stewart and her mayors. The Senator talked about e-bikes, property taxes, the housing bill, which did not pass this year and will be back, and would strip away local control, and that Highway 7 did not get any funding in the last Legislative session. She added that the Regional Council of Mayors had their superintendents with them, so, along with the mayor of Minnetonka and Greenwood, she took Superintendent David Law to the meeting. She shared that last week at the SCEC there was a blood drive, and she thanked everyone who helped. She stated that Larry Brown, a former City employee, passed away. He served approximately 27 years in various capacities with the City.

Councilmember Gorham noted that July 14 is the start of the filing period for City Council candidates. He asked whether Ms. Thone would notify the Council or whether the Secretary of State page should be refreshed. City Administrator Nevinski shared that he would have to ask Ms. Thone about what has been done in the past and would communicate with Council.

6. ADJOURN

Sanschagrín moved, Maddy seconded, Adjourning the City Council Regular Meeting of July 9, 2026, at 8:53 P.M.

Motion passed 5/0.

ATTEST:

Jennifer Labadie, Mayor

Sandie Thone, City Clerk



City Council Item 2.C.

Title/Subject: Claims List
Meeting Date: July 27, 2026
Prepared By: Dalton Kraay, Senior Accountant

Attachments

1. Payroll 07-13-2026
2. Payroll 07-13-2026 AP
3. Council 07-27-2026

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 07-13-2026	\$64,753.96
Payroll 07-13-2026 AP	\$94,492.52
Council 07-27-2026	<u>\$513,258.04</u>
Total Claims: Checks & ACH	\$672,504.52

Strategic Alignment

Fiscal Responsibility

- Implement best practices to support sound financial management
- Maintain stable and predictable finances over the long-term

Budget Impact

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.
Simple Majority is required.

Clearing House

Distribution Report

User: jschmuck@ci.shorewood.mn.us
Printed: 07/13/2026 - 11:14AM
Batch: 00013.07.2026



Account Number	Debit	Credit	Account Description
700-00-1010-0000	0.00	64,753.96	CASH AND INVESTMENTS
700-00-2170-0000	64,753.96	0.00	GROSS PAYROLL CLEARING
	64,753.96	64,753.96	
Report Totals:	64,753.96	64,753.96	

Accounts Payable

Computer Check Proof List by Vendor

User: DKraay@shorewoodmn.gov
Printed: 07/14/2026 - 10:34AM
Batch: 00002.07.2026 - PR-07-13-2026



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 4	AFSCME CO 5 MEMBER HEALTH FUND-UNION DENTAL			Check Sequence: 1	ACH Enabled: True
	PR Batch 00001.07.2026 Dental-Union Benefit	294.00	07/13/2026	700-00-2185-0000	PR Batch 00001.07.2026 Dental-Union Be
	Check Total:	294.00			
Vendor: 12	AFSCME MN COUNCIL 5 - UNION DUES			Check Sequence: 2	ACH Enabled: True
	PR Batch 00001.07.2026 Union Dues	216.37	07/13/2026	700-00-2182-0000	PR Batch 00001.07.2026 Union Dues
	Check Total:	216.37			
Vendor: 1511	ALLSTATE BENEFITS			Check Sequence: 3	ACH Enabled: True
	PR Batch 00001.07.2026 Insurance-Accident Be	97.16	07/13/2026	700-00-2189-0000	PR Batch 00001.07.2026 Insurance-Accide
	PR Batch 00001.07.2026 Insurance-Hospital Ber	269.49	07/13/2026	700-00-2189-0000	PR Batch 00001.07.2026 Insurance-Hospit
	PR Batch 00001.07.2026 Insurance-Critical Ben	367.41	07/13/2026	700-00-2189-0000	PR Batch 00001.07.2026 Insurance-Critica
	Check Total:	734.06			
Vendor: 5	EFTPS - FEDERAL W/H			Check Sequence: 4	ACH Enabled: True
	PR Batch 00001.07.2026 Medicare Employee Po	1,421.25	07/13/2026	700-00-2174-0000	PR Batch 00001.07.2026 Medicare Emplo
	PR Batch 00001.07.2026 FICA Employer Portion	6,077.12	07/13/2026	700-00-2174-0000	PR Batch 00001.07.2026 FICA Employer I
	PR Batch 00001.07.2026 Federal Income Tax	8,269.64	07/13/2026	700-00-2172-0000	PR Batch 00001.07.2026 Federal Income T
	PR Batch 00001.07.2026 Medicare Employer Po	1,421.25	07/13/2026	700-00-2174-0000	PR Batch 00001.07.2026 Medicare Emplo
	PR Batch 00001.07.2026 FICA Employee Portio	6,077.12	07/13/2026	700-00-2174-0000	PR Batch 00001.07.2026 FICA Employee I
	Check Total:	23,266.38			
Vendor: 1165	FIDELITY SECURITY LIFE INSURANCE COMPANY			Check Sequence: 5	ACH Enabled: True
	PR Batch 00001.07.2026 Vision-Avesis Benefit	259.23	07/13/2026	700-00-2186-0000	PR Batch 00001.07.2026 Vision-Avesis Be
	Check Total:	259.23			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1510	GEN DIGITAL, INC. PR Batch 00001.07.2026 Protection-NortonLife	94.41	07/13/2026	Check Sequence: 6 700-00-2188-0000	ACH Enabled: True PR Batch 00001.07.2026 Protection-Norton
	Check Total:	94.41			
Vendor: 6	HEALTH PARTNERS-MEDICAL PR Batch 00001.07.2026 Health Insurance-HSA PR Batch 00001.07.2026 Health Insurance-HSA PR Batch 00001.07.2026 Health Insurance-CoPa PR Batch 00001.07.2026 Health Insurance - CoP	18,784.34 730.83 13,330.16 79.01	07/13/2026 07/13/2026 07/13/2026 07/13/2026	Check Sequence: 7 700-00-2171-0000 700-00-2171-0000 700-00-2171-0000 700-00-2171-0000	ACH Enabled: True PR Batch 00001.07.2026 Health Insurance PR Batch 00001.07.2026 Health Insurance PR Batch 00001.07.2026 Health Insurance PR Batch 00001.07.2026 Health Insurance
	Check Total:	32,924.34			
Vendor: 1166	HEALTHPARTNER-DENTAL PR Batch 00001.07.2026 Dental-Non Union Ben	1,820.00	07/13/2026	Check Sequence: 8 700-00-2184-0000	ACH Enabled: True PR Batch 00001.07.2026 Dental-Non Unio
	Check Total:	1,820.00			
Vendor: 686	KANSAS CITY LIFE INSURANCE COMPANY PR Batch 00001.07.2026 Long Term Disability F PR Batch 00001.07.2026 Short Term Disability F	953.37 1,009.67	07/13/2026 07/13/2026	Check Sequence: 9 700-00-2181-0000 700-00-2181-0000	ACH Enabled: True PR Batch 00001.07.2026 Long Term Disab PR Batch 00001.07.2026 Short Term Disab
	Check Total:	1,963.04			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE PR Batch 00001.07.2026 State Income Tax	4,424.39	07/13/2026	Check Sequence: 10 700-00-2173-0000	ACH Enabled: True PR Batch 00001.07.2026 State Income Tax
	Check Total:	4,424.39			
Vendor: 869	MINNESOTA UNEMPLOYMENT INSURANCE PR Batch 00001.07.2026 MN PAID LEAVE PRI	846.59	07/13/2026	Check Sequence: 11 700-00-2190-0000	ACH Enabled: True PR Batch 00001.07.2026 MN PAID LEAV
	Check Total:	846.59			
Vendor: 2	MISSION SQUARE RETIREMNT-302131-457 PR Batch 00001.07.2026 Mission Sq-Flat Amoun PR Batch 00001.07.2026 MissionSq-ER PR Batch 00001.07.2026 MissionSq-Flat Amoun	122.47 1,581.18 3,768.85	07/13/2026 07/13/2026 07/13/2026	Check Sequence: 12 700-00-2176-0000 700-00-2176-0000 700-00-2176-0000	ACH Enabled: True PR Batch 00001.07.2026 Mission Sq-Flat / PR Batch 00001.07.2026 MissionSq-ER PR Batch 00001.07.2026 MissionSq-Flat A
	Check Total:	5,472.50			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 10	NCPERS GROUP LIFE INSURANCE			Check Sequence: 13	ACH Enabled: True
	PR Batch 00001.07.2026 PERA Life Benefit	112.00	07/13/2026	700-00-2180-0000	PR Batch 00001.07.2026 PERA Life Benefit
	Check Total:	112.00			
Vendor: 665	OPTUM BANK			Check Sequence: 14	ACH Enabled: True
	PR Batch 00001.07.2026 HSA-Optum Bank-Benefit	1,735.20	07/13/2026	700-00-2183-0000	PR Batch 00001.07.2026 HSA-Optum Bank-Benefit
	PR Batch 00001.07.2026 HSA-Optum Bank-Em	561.22	07/13/2026	700-00-2183-0000	PR Batch 00001.07.2026 HSA-Optum Bank-Em
	Check Total:	2,296.42			
Vendor: 9	PERA			Check Sequence: 15	ACH Enabled: True
	PR Batch 00001.07.2026 MN-PERA Deduction	6,449.22	07/13/2026	700-00-2175-0000	PR Batch 00001.07.2026 MN-PERA Deduction
	PR Batch 00001.07.2026 MN PERA Benefit Em	7,441.43	07/13/2026	700-00-2175-0000	PR Batch 00001.07.2026 MN PERA Benefit Em
	Check Total:	13,890.65			
Vendor: 1512	PRE-PAID LEGAL SERVICES, INC			Check Sequence: 16	ACH Enabled: True
	PR Batch 00001.07.2026 Protection-LegalShield	131.70	07/13/2026	700-00-2187-0000	PR Batch 00001.07.2026 Protection-LegalShield
	Check Total:	131.70			
Vendor: 7	SECURIAN FINANCIAL			Check Sequence: 17	ACH Enabled: True
	PR Batch 00001.07.2026 MN-Life Insurance Benefi	1,023.54	07/13/2026	700-00-2180-0000	PR Batch 00001.07.2026 MN-Life Insurance Benefi
	Check Total:	1,023.54			
Vendor: 1091	VOYA FINANCIAL			Check Sequence: 18	ACH Enabled: True
	PR Batch 00001.07.2026 Deferred Comp-Voya-I	1,910.38	07/13/2026	700-00-2176-0000	PR Batch 00001.07.2026 Deferred Comp-Voya-I
	PR Batch 00001.07.2026 Deferred Com-Voya	2,050.52	07/13/2026	700-00-2176-0000	PR Batch 00001.07.2026 Deferred Com-Voya
	PR Batch 00001.07.2026 Deferred Comp-Voya-I	762.00	07/13/2026	700-00-2176-0000	PR Batch 00001.07.2026 Deferred Comp-Voya-I
	Check Total:	4,722.90			
	Total for Check Run:	94,492.52			
	Total of Number of Checks:	18			

Accounts Payable

Computer Check Proof List by Vendor

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Printed: 07/23/2026 - 12:25PM
Batch: 00003.07.2026 - Council 07-27-2026



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Vendor: 1655	ATE Recreation			Check Sequence: 1	ACH Enabled: False
1193-3	Cathcart Tennis Court Resurfacing: P0200	4,768.38	07/27/2026	402-00-4680-0000	
	Check Total:	4,768.38			
Vendor: 1509	BLUE NET INC			Check Sequence: 2	ACH Enabled: True
63809	Monthly IT Services - July 2026	4,865.53	07/27/2026	101-19-4321-0000	
	Check Total:	4,865.53			
Vendor: 677	BOLTON & MENK, INC.			Check Sequence: 3	ACH Enabled: True
0399691	Proj.# 24X.136948-2025 Mill & Overlay Design	700.00	07/27/2026	420-00-4303-0000	
0399692	Proj.# 0C1.123603-General Engineering	3,602.25	07/27/2026	101-31-4303-0000	
0399693	Proj.# 24X.135611-6180 Cardinal Drive	274.00	07/27/2026	880-00-2210-0000	
0399694	Proj.# 25X.141779.000 Engineering Bulding Per	949.50	07/27/2026	101-31-4303-0000	
0399695	Proj.# 0C1.127485-Excelsior Woods	696.00	07/27/2026	880-00-2210-0000	
0399696	Proj.# 0C1.125586-Galpin Lake Road/TH7 Trail	12,101.00	07/27/2026	422-00-4303-0000	
0399697	Proj.# 0C1.120898-4-GIS-Utilities-Street	510.00	07/27/2026	101-31-4303-0000	
0399697	Proj.# 0C1.120898-3-GIS-Utilities-Stormwater	510.00	07/27/2026	631-00-4303-0000	
0399697	Proj.# 0C1.120898--2-GIS-Utilities-Water	510.00	07/27/2026	601-00-4303-0000	
0399698	Proj.# 0C1.130016-Lake Park Villas-24250Smitl	371.50	07/27/2026	880-00-2210-0000	
0399699	Proj.# 0C1.129164-Mill Street Trail	3,397.00	07/27/2026	417-00-4303-0000	
0399700	Proj.# 24X.136257-SE Area Water Improvement	1,800.00	07/27/2026	601-00-4303-0000	
0399701	Proj.# C16.120341-Shorewood Ln Ravine Restor	5,789.50	07/27/2026	631-00-4303-0000	
0399702	Proj.# 24X.136951-Water Connection Program	316.50	07/27/2026	601-00-4303-0000	
	Check Total:	31,527.25			
Vendor: 1221	CAMPBELL KNUTSON P.A.			Check Sequence: 4	ACH Enabled: True

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Jun-26	3526-0002G 36 Public Works	706.00	07/27/2026	101-16-4304-0000	
Jun-26	3526-0000G 44 General Matters/Administration	3,477.12	07/27/2026	101-16-4304-0000	
Jun-26	3526-0997G 24 Additional Prosecution Svc	293.22	07/27/2026	101-16-4304-0000	
Jun-26	3526-0001G 44 Planning & Zoning Services	117.60	07/27/2026	101-16-4304-0000	
Jun-26	3526-0999G 47 Prosecution	4,716.49	07/27/2026	101-16-4304-0000	
Jun-26	3256-0504G - Escrow Pass-Thru 25485 State Hv	99.90	07/27/2026	880-00-2210-0000	
Jun-26	3526-0009G 32 Code Enforcement-5815 Club L	1,700.70	07/27/2026	101-16-4304-0000	
	Check Total:	11,111.03			
Vendor: 136	CENTERPOINT ENERGY-GAS			Check Sequence: 5	ACH Enabled: True
26-Jun	5755 Country Club Rd June 2026	43.24	07/27/2026	101-19-4380-0000	
26-Jun	20405 Knightsbridge Rd June 2026	33.36	07/27/2026	601-00-4394-0000	
26-Jun	24200 Smithtown Rd June 2026	60.72	07/27/2026	101-32-4380-0000	
26-Jun	28125 Boulder Bridge June 2026	23.06	07/27/2026	601-00-4396-0000	
26-Jun	6000 Eureka Road June 2026	51.98	07/27/2026	101-52-4380-0000	
	Check Total:	212.36			
Vendor: 137	CENTURY LINK			Check Sequence: 6	ACH Enabled: True
333778780Jul26		334.36	07/27/2026	101-32-4321-0000	
333778780Jun26	Credit-Communications	-37.78	07/13/2026	101-32-4321-0000	
334037388Jun26	Credit-Communications	-61.49	07/13/2026	101-32-4321-0000	
	Check Total:	235.09			
Vendor: 1656	Christian Builders and Remodelers			Check Sequence: 7	ACH Enabled: False
Permit 5768	Escrow Release Permit # 5768	34,950.00	07/27/2026	880-00-2200-0000	
	Check Total:	34,950.00			
Vendor: 915	CINTAS CORPORATION (Formerly HUEBSCH)			Check Sequence: 8	ACH Enabled: False
4275927270	SCEC Mat Maintenance July 2026	70.90	07/27/2026	201-00-4223-0000	
	Check Total:	70.90			
Vendor: 144	CITY OF EXCELSIOR			Check Sequence: 9	ACH Enabled: True
20260000494	Exlcelsior Sewer Fees Shorewood Residents Dra	55,465.50	07/27/2026	611-00-4386-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	55,465.50			
Vendor: 1653	CAITLIN COWING			Check Sequence: 10	ACH Enabled: False
Refund 7026	Permit Refund #7026	1.00	07/27/2026	101-00-2085-0000	
Refund 7026	Permit Refund #7026	100.00	07/27/2026	101-24-3221-0000	
	Check Total:	101.00			
Vendor: 167	ECM PUBLISHERS INC			Check Sequence: 11	ACH Enabled: True
1106428	July 27 PH 5815 Club Ln Assess - Legal Notices	191.25	07/27/2026	101-18-4351-0000	
1106429	Public Accuracy Test Publication - Primary Elect	31.87	07/27/2026	101-14-4351-0000	
	Check Total:	223.12			
Vendor: 1199	GREENER BLADE FERTILIZATION CO. LLC			Check Sequence: 12	ACH Enabled: False
122256	Turf Treatments - Freeman Park	1,051.00	07/27/2026	101-52-4400-0000	
	Check Total:	1,051.00			
Vendor: 211	HAWKINS, INC.			Check Sequence: 13	ACH Enabled: True
7493699	Chemical Tank Rental	70.00	07/27/2026	601-00-4410-0000	
	Check Total:	70.00			
Vendor: 216	HENNEPIN COUNTY RECORDER'S OFFICE			Check Sequence: 14	ACH Enabled: False
July 23 2026	Tonka Bay Annexation Recording	46.00	07/27/2026	101-13-4400-0000	
	Check Total:	46.00			
Vendor: 689	HENNEPIN COUNTY ACCOUNTS RECEIVABLE			Check Sequence: 15	ACH Enabled: False
1000270540	800 Mhz Radio Fee	239.84	07/27/2026	101-52-4321-0000	
1000271004	Hennepin County Property Records Search	2.50	07/27/2026	101-18-4433-0000	
1000271384	STS Work Crew Quarterly Bill Q2	3,722.76	07/27/2026	101-32-4400-0000	
	Check Total:	3,965.10			
Vendor: 1456	HKGi			Check Sequence: 16	ACH Enabled: True
025-059 - 7	Zoning Code Update - June 2026	1,468.75	07/27/2026	101-18-4400-0000	
	Check Total:	1,468.75			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 723 CP220	INTERNAL REVENUE SERVICE 12/31/2025 Form 941 Fine	1,590.53	07/27/2026	Check Sequence: 17 101-15-4440-0000	ACH Enabled: False
	Check Total:	1,590.53			
Vendor: 1637 134140	ISG SCEC Facility Analysis	2,808.50	07/27/2026	Check Sequence: 18 201-00-4302-0000	ACH Enabled: False
	Check Total:	2,808.50			
Vendor: 1654 Refund ROW29934	ISG Inc. ROW Permit Security Deposit	2,000.00	07/27/2026	Check Sequence: 19 880-00-2205-0000	ACH Enabled: False
	Check Total:	2,000.00			
Vendor: 1515 11028 11376	KATH FUEL OIL SERVICE CO. Fuel For Trailers Fuel For Trailer	837.34 1,281.79	07/27/2026 07/27/2026	Check Sequence: 20 101-32-4212-0000 101-32-4212-0000	ACH Enabled: True
	Check Total:	2,119.13			
Vendor: 1075 INV088111	LAKE RESTORATION, INC. Manor Pond Treatment	548.00	07/27/2026	Check Sequence: 21 101-32-4400-0000	ACH Enabled: False
	Check Total:	548.00			
Vendor: 795 20348	LANO EQUIPMENT OF NORWOOD, INC. Fuel Filters For Tractor	231.28	07/27/2026	Check Sequence: 22 101-52-4221-0000	ACH Enabled: False
	Check Total:	231.28			
Vendor: 1619 258004 258004 258004 258004	LB Carlson, LLP 2025 Audit Field Work June 2026 2025 Audit Field Work June 2026 2025 Audit Field Work June 2026 2025 Audit Field Work June 2026	905.00 905.00 905.00 905.00	07/27/2026 07/27/2026 07/27/2026 07/27/2026	Check Sequence: 23 601-00-4301-0000 631-00-4301-0000 611-00-4301-0000 101-16-4301-0000	ACH Enabled: False
	Check Total:	3,620.00			
Vendor: 1657 7123	Little Igloo HVAC, Inc Building Permit Refund Permit # 7123	4.50	07/27/2026	Check Sequence: 24 101-00-2085-0000	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
7123	Building Permit Refund Permit # 7123	225.00	07/27/2026	101-24-3221-0000	
	Check Total:	229.50			
Vendor: 1163	LOFFLER			Check Sequence: 25	ACH Enabled: True
5404590	Customer Support Services - June 2026	165.00	07/27/2026	101-21-4400-0000	
	Check Total:	165.00			
Vendor: 1378	MAYA MAINTENANCE LLC			Check Sequence: 26	ACH Enabled: True
1908	Janitorial Services PW Facility - June 2026	520.00	07/27/2026	101-32-4400-0000	
1911	SCEC Setup/Teardown - June 2026	297.50	07/27/2026	201-00-4248-0000	
1911	SCEC Janitorial Services - June 2026	460.00	07/27/2026	201-00-4400-0000	
	Check Total:	1,277.50			
Vendor: 11	MINNESOTA DEPARTMENT OF REVENUE			Check Sequence: 27	ACH Enabled: True
Q2 2026	Sales And Use Tax - Return Q2 2026	1,639.00	07/27/2026	601-00-2081-0000	
	Check Total:	1,639.00			
Vendor: 602	MINNESOTA RECREATION & PARK ASSOCIATION			Check Sequence: 28	ACH Enabled: True
26-Sep	CPSI Course & Exam	655.00	07/27/2026	101-53-4331-0000	
	Check Total:	655.00			
Vendor: 1612	NYSTROM PUBLISHING COMPANY INC			Check Sequence: 29	ACH Enabled: False
50161	Admin Postage - July-August NL 2026	220.65	07/27/2026	101-14-4208-0000	
50161	Admin Printing - July - August NL 2026	674.33	07/27/2026	101-13-4351-0000	
50161	SCEC Shore Report Printing - July - August 2026	112.38	07/27/2026	201-00-4351-0000	
50161	P&R Shore Report Printing - July - August 2026	449.54	07/27/2026	101-53-4351-0000	
50161	Recycling Shore Report Postage - July - August 2026	220.65	07/27/2026	621-00-4208-0000	
50161	Recycling Printing - July - August NL 2026	112.38	07/27/2026	621-00-4351-0000	
50161	Recycling Postage - July - August NL 2026	55.16	07/27/2026	621-00-4208-0000	
50161	SCEC Shore Report Postage - July - August 2026	55.16	07/27/2026	201-00-4208-0000	
50161	Elections Printing - July - August NL 2026	449.54	07/27/2026	101-14-4351-0000	
50161	Elections Postage - July - August NL 2026	330.99	07/27/2026	101-13-4208-0000	
	Check Total:	2,680.78			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1652	PERFECTION HEATING AND AIR			Check Sequence: 30	ACH Enabled: False
Refund 6610	Refund Permit # 6610	1.00	07/27/2026	101-00-2085-0000	
Refund 6610	Refund Permit # 6610	100.00	07/27/2026	101-24-3221-0000	
	Check Total:	101.00			
Vendor: 903	PERRILL			Check Sequence: 31	ACH Enabled: True
266313	ROW Web App Fee - July 2026	150.00	07/27/2026	101-32-4400-0000	
	Check Total:	150.00			
Vendor: 1431	ROBB'S ELECTRIC, INC.			Check Sequence: 32	ACH Enabled: True
2225	Boulder Bridge Electrical Work	1,814.52	07/27/2026	611-00-4221-0000	
	Check Total:	1,814.52			
Vendor: 1651	ERIC SCHMID			Check Sequence: 33	ACH Enabled: False
Refund 6723	Permit Refund #6723	1.00	07/27/2026	101-00-2085-0000	
Refund 6723	Permit Refund #6723	180.00	07/27/2026	101-24-3221-0000	
	Check Total:	181.00			
Vendor: 1570	SRF Consulting Group, Inc.			Check Sequence: 34	ACH Enabled: True
19866.00 - 5	Comprehensive Plan Update	10,137.30	07/27/2026	101-18-4400-0000	
	Check Total:	10,137.30			
Vendor: 1650	SUPERIOR CONTRACTING			Check Sequence: 35	ACH Enabled: False
Escrow Refund	Partial Refund - Permit No. 5604	8,666.25	07/27/2026	880-00-2210-0000	
	Check Total:	8,666.25			
Vendor: 1348	TOSHIBA AMERICA BUSINESS SOLUT			Check Sequence: 36	ACH Enabled: True
5039030463	SCEC Printer - July 2026	130.07	07/27/2026	201-00-4400-0000	
5039373927	SCEC Printer - August 2026	130.07	07/27/2026	201-00-4400-0000	
	Check Total:	260.14			
Vendor: 877	TRUIST GOVERNMENTAL FINANCE			Check Sequence: 37	ACH Enabled: False
26-Aug	Loan#992300031000001 Shorewood GO Series	23,144.70	07/27/2026	611-00-4711-0000	
26-Aug	Loan#992300031000001 Shorewood GO Series	19,287.25	07/27/2026	601-00-4711-0000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
26-Aug	Loan#992300031000001 Shorewood GO Series	69,822.00	07/27/2026	322-00-4711-0000	
26-Aug	Loan#992300031000001 Shorewood GO Series	34,717.06	07/27/2026	631-00-4711-0000	
	Check Total:	146,971.01			
Vendor: 1003	US BANK TRUST N.A.-WIRE ONLY			Check Sequence: 38	ACH Enabled: True
3261336	Act#0131232NS-Series-2021A	3,412.32	06/22/2026	601-00-4711-0000	
3261336	Act#0131232NS-Series-2021A	2,718.98	06/22/2026	631-00-4711-0000	
3261336	Act#0131232NS-Series-2021A	276.20	06/22/2026	611-00-4711-0000	
3261336	Act#0131232NS-Series-2021A	12,480.00	06/22/2026	321-00-4711-0000	
3261357	Act#0178271NS-Series-2023A	12,180.00	06/22/2026	611-00-4711-0000	
3261357	Act#0178271NS-Series-2023A	62,500.00	06/22/2026	323-00-4711-0000	
3261357	Act#0178271NS-Series-2023A	16,800.00	06/22/2026	601-00-4711-0000	
3261357	Act#0178271NS-Series-2023A	13,020.00	06/22/2026	631-00-4711-0000	
3261945	Act#0103911NS-Series2020A	17,039.82	06/22/2026	631-00-4711-0000	
3261945	Act#0103911NS-Series2020A	3,888.51	06/22/2026	601-00-4711-0000	
3261945	Act#0103911NS-Series2020A	11,905.63	06/22/2026	320-00-4711-0000	
3261945	Act#0103911NS-Series2020A	1,824.80	06/22/2026	611-00-4711-0000	
	Check Total:	158,046.26			
Vendor: 1627	Allison Waggoner			Check Sequence: 39	ACH Enabled: False
Permit 6762	Refund Permit 6762 Farm & Other Animals	50.00	04/27/2026	101-00-3224-0000	
	Check Total:	50.00			
Vendor: UB*00459	Beverly J. & William J. Wiese			Check Sequence: 40	ACH Enabled: False
	Refund Check 005091-000, 20375 Knightsbridg	2.44	03/14/2022	631-00-2010-0000	
	Refund Check 005091-000, 20375 Knightsbridg	2.43	03/14/2022	621-00-2010-0000	
	Refund Check 005091-000, 20375 Knightsbridg	4.87	03/14/2022	601-00-2010-0000	
	Refund Check 005091-000, 20375 Knightsbridg	5.67	03/14/2022	611-00-2010-0000	
	Check Total:	15.41			
Vendor: 401	AS PAYMENT AGENT WM CORPORATE SERVICES INC			Check Sequence: 41	ACH Enabled: False
8284113-1593-4	Recycling Services - June 2026	15,373.21	07/27/2026	621-00-4400-0000	
	Check Total:	15,373.21			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 408	WM MUELLER & SONS INC			Check Sequence: 42	ACH Enabled: True
325351	Asphalt Patch Material	472.31	07/27/2026	101-32-4250-0000	
325475	Asphalt Patch Material	277.55	07/27/2026	101-32-4250-0000	
325626	Road Fill Material	50.45	07/27/2026	101-32-4250-0000	
325695	Road Fill Material	662.51	07/27/2026	101-32-4250-0000	
325756	Asphalt Patch Material	269.36	07/27/2026	101-32-4250-0000	
325810	Road Fill Materials	64.53	07/27/2026	101-32-4250-0000	
	Check Total:	1,796.71			
	Total for Check Run:	513,258.04			
	Total of Number of Checks:	42			



City Council Item 2.D.

Title/Subject: SE Area Water Improvements
Meeting Date: July 27, 2026
Prepared By: Andrew Budde, City Engineer

Attachments

1. Payment Application No. 5-Final
2. Resolution 26-46 Final Acceptance & Payment

Background

On August 11, 2025, Council approved a contract with Magney Construction, Inc. for the improvements and repairs to the SE Area Well & Water Treatment that included rehabilitation of three water filter bays and replacing its filter media, adjusting the chlorination process to be ahead of the filters to improve water quality, and upgrading the existing controls due to an aging computer system. Work was completed in April 2026 and the contractor has requested acceptance of the project and final payment. Staff has reviewed all the work and collected all close-out paperwork, including IC-34's, lien waivers, and warranty bonds.

Strategic Alignment

Functionally & Financially Sound Infrastructure

- Plans to finance infrastructure improvements, maintenance, and replacement

Budget Impact

Under Fund 601-Water the city had budgeted \$375,000 under item 24-008. The city awarded a contract to Magney Construction, Inc. in the amount of \$370,700. The total contract amount completed to date is \$357,954.41 or 3.4% below the approved contract amount. \$178,000 of ARPA funds were used to fund this project.

Action Requested

Motion to approve resolution 26-46 accepting improvements for the SE Area Water Treatment project and authorizing final payment to Magney Construction in the amount of \$29,628.27.

Simple majority vote is required.

Application for Payment No. (FINAL)

To: City of Shorewood, MN
From: Magney Construction, Inc., 1401 Park Road, Chanhassen, MN 55317
Contract: General Construction
Project: Water Treatment Facility Improvements

Contract No.: _____ Project No.: 24X.136257
Date of this Invoice: 5/7/2026
Invoice Work Period: 4/1/2026 thru 5/7/2026

1.) Original Contract Price:	\$	405,700.00
2.) Net Changes by Change Order/Written Amendments (+/-):	\$	(35,000.00)
3.) Current Contract Price (Items 1+2):	\$	370,700.00
4.) Total Completed and Stored to Date:	\$	357,954.41
5.) Retainage (Per Agreement):		
<u>0.00%</u> of completed work:	\$	-
<u>0.00%</u> of stored material:	\$	-
Total Retainage:	\$	-
6.) Total Completed and Stored to Date, less retainage (Items 4-5):	\$	357,954.41
7.) Less Previous Applications for Payments:	\$	328,325.94
8.) DUE THIS APPLICATION	\$	29,628.47

Accompanying Documentation:

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 5 inclusive; (2) title of all work, materials and equipment incorporated in said Work otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interest or encumbrance (except such as are recovered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance by the Contract Documents and not defective.

Dated: 5/7/2026

Magney Construction, Inc. (Contractor)

By: Mark Magney

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Owner: _____

Engineer: Bolton & Menk, Inc.

By: _____

By: Peter C Thompson EIT 

Date: _____

Date: 7/13/2026

Schedule of Values For: Wood, MN - Water Treatment Facility Improvement

Submitted By: Magney Construction, Inc.
1401 Park Road
Chanhassen, MN 55317

Consulting Engineer: Bolton & Menk, Inc.
 Project No.: _____
 Contract No.: _____
 General Contractor: Magney Construction, Inc.

Date of Application: 5/7/2026
 Work Completed Through: 5/7/2026

Application No.: 5 (Final)

ITEM			C	D	E	F		G	H
Spec Section	Description of Work	Scheduled Value	From Previous Application	THIS PERIOD	Materials Presently stored (not	Total Completed and Stored	% Complete	Balance to Finish	Retainage (0%)
01 10 00	Mobilization	\$ 15,500.00	\$ 12,000.00	\$ 3,500.00		\$ 15,500.00	100%	\$ -	\$ -
01 10 01	General Conditions	\$ 37,800.00	\$ 33,600.00	\$ 4,200.00		\$ 37,800.00	100%	\$ -	\$ -
01 10 02	Supervision	\$ 43,200.00	\$ 40,000.00	\$ 3,200.00		\$ 43,200.00	100%	\$ -	\$ -
01 10 03	Bond & Insurance	\$ 5,600.00	\$ 5,600.00	\$ -		\$ 5,600.00	100%	\$ -	\$ -
01 21 00	ALLOWANCES			\$ -					
A.	General Construction Allowance (\$15,000)	\$ 15,000.00	\$ 3,176.25	\$ (921.84)		\$ 2,254.41	15%	\$12,745.59	\$ -
				\$ -					
05 50 00	Miscellaneous Metal Work (Patch Vessel Shell and ins	\$ 36,100.00	\$ 36,100.00	\$ -		\$ 36,100.00	100%	\$ -	\$ -
07 90 00	Caulking & Sealants	\$ 1,100.00	\$ 1,100.00	\$ -		\$ 1,100.00	100%	\$ -	\$ -
09 91 00	Water Treatment Plant Painting	\$ 24,300.00	\$ 23,430.00	\$ 870.00		\$ 24,300.00	100%	\$ -	\$ -
23 00 00	HVAC Work	\$ 25,000.00	\$ 25,000.00	\$ -		\$ 25,000.00	100%	\$ -	\$ -
26 00 00	Electrical Work	\$ 24,000.00	\$ 24,000.00	\$ -		\$ 24,000.00	100%	\$ -	\$ -
26 90 02	Control System	\$ 14,200.00	\$ 13,200.00	\$ 1,000.00		\$ 14,200.00	100%	\$ -	\$ -
40 23 00	Process Pipe & Fittings	\$ 62,700.00	\$ 62,700.00	\$ -		\$ 62,700.00	100%	\$ -	\$ -
40 71 00	Meters	\$ 13,900.00	\$ 13,400.00	\$ 500.00		\$ 13,900.00	100%	\$ -	\$ -
46 31 11	Chlorination Equipment	\$ 9,600.00	\$ 9,600.00	\$ -		\$ 9,600.00	100%	\$ -	\$ -
46 61 04	Horizontal Pressure Filter Renovation (includes remov	\$ 41,900.00	\$ 41,900.00	\$ -		\$ 41,900.00	100%	\$ -	\$ -
64 61 13	Filter Media and Gravel (includes removal)	\$ 35,800.00	\$ 35,800.00	\$ -		\$ 35,800.00	100%	\$ -	\$ -
CO 1	Change Order No. 1	\$ (35,000.00)	\$ (35,000.00)	\$ -		\$ (35,000.00)	100%	\$ -	\$ -
			\$ -			\$ -		\$ -	\$ -
	TOTALS	\$ 370,700.00	\$ 345,606.25	\$ 12,348.16	\$ -	\$ 357,954.41	97%	\$12,745.59	\$ -

ALLOWANCE SUMMARY

Project Name: Shorewood WTP

Project No.: _____

Application No.: 5

Date of Application: 5/7/2026

Work Completed Through: 5/7/2026

A. General Construction Allowance

ITEM #	DESCRIPTION	ENG. PR #	DATE	TOTAL COST	STATUS	COMPLETED
1	Proposal Request NO. 1	1	3/23/2026	\$ 3,176.25	Approved	\$ 3,176.25
2	Credit for low presence of radium in filter media			\$ (12,000.00)	Approved	\$ (12,000.00)
3	Proposal Request NO. 2	2	4/14/2026	\$ 9,082.82	Approved	\$ 9,082.82
4	Total Controls addition	3	5/7/2026	\$ 1,995.34	Approved	\$ 1,995.34
NET CHANGE				\$ 2,254.41		\$ 2,254.41

Original Allowance Amount	\$ 15,000.00
Allowance Utilized	\$ 2,254.41
Allowance Balance Remaining	\$ 12,745.59

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

RESOLUTION 26-46

**A RESOLUTION TO APPROVE AND ACCEPT IMPROVEMENTS & AUTHORIZE
FINAL PAYEMENT FOR SE AREA WATER IMPROVEMENTS; CITY PROJECT 24-08**

WHEREAS, the City of Shorewood awarded the SE Area Water Improvements Project to Magney Construction, Inc. at the August 11th, 2025, Council Meeting in the amount of \$370,700; and

WHEREAS, Magney Construction, Inc. has completed all work in accordance with the contract and is requesting acceptance and final payment; and

WHEREAS, the contractor has completed work in the amount of \$357,954.41 and is \$12,746 under the awarded contract award or 3.4%; and

WHEREAS, Staff has reviewed the final punch lists, final estimate, verified quantities, IC-134s, lien waivers, warranty bonds, and recommends acceptance and final payment to Magney Construction, Inc. in the amount of \$29,628.27.

NOW, THEREFORE, BE IT RESOLVED: the City Council of the City of Shorewood hereby accepts the improvements and authorize final payment in the amount of \$29,628.27 to Magney Construction, Inc. for the SE Area Water Improvements Project.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD this 27th day of July, 2026.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Item 2.E.

Title/Subject: Summary of Administrator's Review
Meeting Date: July 27, 2026
Prepared By: Marc Nevinski, City Administrator

Attachments

Background

On July 13, 2026 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 the conclusions of its evaluation.

The Council reviewed a number of evaluation factors, including responsiveness, community relations, leadership, staff development, fiscal stewardship, operations, decision-making, intergovernmental relations, and competence. The Council identified the administrator's strengths and successes over the past year, and discussed opportunities for improvement. The Council set the following objectives for the Administrator over the next year:

- Shifting more time from daily management to long-term planning/visioning work
- Increase communications with Council on emerging issues
- Strengthen alignment with Council vision and priorities
- Increase data and analysis to better support decision-making
- Continue annual goal-setting session and mid-year review
- Highlight City accomplishments and initiatives

Strategic Alignment

Organizational Strength & Good Governance

- Culture of continuous improvement — An annual review provides feedback and strengthens alignment between the staff and Council.

Budget Impact

N/A

Action Requested

Motion to approve the summary of conclusions of City Administrator's performance review. Simple majority vote is required.



City Council Item 2.F.

Title/Subject: Declaration of Surplus Items
Meeting Date: July 27, 2026
Prepared By: Matt Morreim, Public Works Director

Attachments

1. Surplus List
2. 26-42 Resolution_To_Sell_Surplus_Inventory

Background

The City has maintenance equipment and other miscellaneous items that have reached the end of life, are obsolete and/or are no longer used by the City staff. It is best practice to declare the items as surplus and authorize their sale or disposal. The main benefit of disposing of surplus items is to gain critical storage space at all facilities where the items are stored. Selling items whenever possible also generates revenue which can help supplement the purchase of other equipment or activities.

The fair market value of each inventoried item is included in the attachment. No item is greater than \$175,000 in value. All items that can be resold will be advertised for sale on an online auction site (GovDeals or MinnBid) or to another government entity. Items that can't be sold will be donated, recycled or disposed of in an environmentally responsible manner. Items that are recycled will be with a licensed recycler.

Strategic Alignment

Fiscal Responsibility

- Promotes efficient use of public assets and reducing storage

Budget Impact

Funds generated by the sale of surplus items will be directed to the appropriate capital fund.

Action Requested

Motion to adopt the resolution that declares inventory as surplus and authorizes the sale of the same.

A majority vote by the Council is required.

#	ITEM	DESCRIPTION	YEAR	YEAR/MODEL	VIN #	ESTIMATED VALUE
1	Water Truck	Single Axle truck with 2,000 gallon water tank	2001	Freightliner	1FUBBWAK51HH19670	\$5,000
2	Hot Box-Asphalt	Asphalt heating unit for patching operations	2021	Falcon RME 2T Slip-In	n/a	\$5,000
3	Plow Truck	Single axle plow truck with plow and sander	2010	Freightliner	1FVAC3BS9ADAU5547	\$10,000
4	Zero Turn Mower	Riding zero-turn mower	2017	Toro Groundmaster 7210	n/a	\$4,000
5	Welder	Wire feed welder	n/a	MIG	n/a	\$100
6	Air compressor trailer	Air compressor trailer	1990	Ingersollrand 185	180333	\$1,000
7	Backpack blower	Backpack blower	2010	STIHL BR420	n/a	\$100
8	Chainsaw	Chainsaw	1991	STIHL AVT	n/a	\$50
9	Pole saw	Pole saw with chainsaw	n/a	STIHL HT 70	n/a	\$100
10	Generator	Small generator	n/a	Coleman Powermate 1850	n/a	\$50
11	Skid steer tires	Skid steer tires	n/a	CAT 12-16.5	n/a	\$200
12	Snow bucket	Snow bucket for a older skid steer	n/a	n/a	n/a	\$100
13	Snow plow	V-plow	n/a	Virnig	n/a	\$100
14	Trailer	Parks trailer	1997	Felling	1FT9FS2122U1072238	\$1,000
15	Water tank	50 gallon plastic water tank	n/a	n/a	n/a	\$100
16	Snow Blower	Snow blower for old skid steer	n/a	Case	n/a	\$400

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

RESOLUTION 26-42

**A RESOLUTION DECLARING INVENTORY AS SURPLUS AND AUTHORIZING THE SALE OF THE
SAME**

WHEREAS, the City Council of the City of Shorewood, Minnesota has been advised by staff that the inventory items described in the attached list are no longer needed for current or future municipal operations; and

WHEREAS, the estimated value of each inventory item is included in the attached list; and

WHEREAS, the fair market value of each inventory item is included in the attached list and is not greater than \$175,000 per item.

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

1. The council declares the inventory items listed in the attached list as surplus.
2. The council authorizes the disposal of said items by advertising it for sale on an online auction site (GovDeals or MinnBid) or to another government entity pursuant to Minn. Stat. § 471.345 at or above each item's fair market value.
3. The inventory will not be sold to a city officer or employee.
4. All sales shall be final and the inventory is to be sold in "as-is" condition.

Adopted by the City Council of Shorewood, Minnesota this 27th day of July 2026.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Item 4.A.

Title/Subject: Presentation - SLMPD 2027 Budget
Meeting Date: July 27, 2026
Prepared By: Marc Nevinski, City Administrator

Attachments

1. 2027 Recommended Budget Summary

Background

Chief Ballsrud will present the 2027 South Lake Minnetonka Police Department budget, which has been recommended by the Coordinating Committee following several meetings to refine the budget. The Council is scheduled to consider approval of the SLMPD and EFD budgets on August 10th.

The SLMPD's 2027 budget is proposed to increase \$632,614 over 2026 to \$4,856,013, or 15%. For Shorewood, this is a \$421,564 increase, or 22.5%. Key items impacting the budget include:

- Per the JPA, 2027 is an "adjustment year", where the funding formula inputs of population, tax capacity and ICR (Incident Call Reports) are reviewed from the past three years and funding percentages of the member cities are adjusted. Shorewood is shifting from 49.71% to 52.08% of the funding formula for 2027- 2029.
- Increases in Capital Plan for vehicle leases, building improvements and equipment. This includes \$35,000 (SLMPD share) for repairs to the flat roof sections of the building where water is infiltrating, and \$70,000 replacement of a UPS (Uninterrupted Power Supply) system to provide continuous power and protection to the building, equipment, mechanical systems and the emergency operations center in the event of a power outage.
- An additional position to bring the department to 18 officers. This position is budgeted to begin in June.
- An increase in insurance costs to remain competitive with other departments to attract and retain officers.
- Includes funding to staff 4th of July fireworks.

Strategic Alignment

Safe & Secure Community

- Strong, proactive, strategic, and cost-effective public safety services — Public safety services are a significant portion of any city's budget. By working collaboratively through a joint powers agreement, Shorewood and neighboring cities are able to provide quality

public safety services more affordably.

Budget Impact

Policing services are funded through the general fund and are projected to comprise approximately 26% of the City's budget.

Action Requested

No action is requested at this time. The Council may ask questions and provide feedback on the budget.

**South Lake Minnetonka Police Department
2027 Proposed Budget**

	2027 Budget	2026 Budget	Variable %	\$ Change
Income - Other Than City Allocations				
40110 · Court Overtime	8,000	8,000	0.0%	
40120 · Excelsior Park, Dock & Code Enforcement Services	25,000	46,000	-45.7%	
42100 · State Police Officer Aid	180,000	170,000	5.9%	
42150 · DWI Police Officer Grant	122,430	115,500	6%	
42200 · State Training Reimbursement	14,000	18,000	-22.2%	
43100 · Minnetonka School District	6,863	6,863	0.0%	
43200 · Administrative Requests	2,500	7,000	-64.3%	
43400 · Special Policing Details	27,000	27,000	0.0%	
43401 · 4th of July Detail	-	7,865	-100.0%	
44000 · Investment Income	5,000	2,500	100.0%	
46400 · Forfeitures	5,000	5,000	0.0%	
46500 · Grant Reimbursements	25,000	45,000	-44.4%	
46600 · Other Reimbursements	25,000	1	2499900.0%	
Total Income	445,793	458,729	-2.8%	-
Expense				
50100 - Full-Time Salaries	2,456,196	2,169,889	13.2%	286,307
50200 - General Overtime	55,000	50,000	10.0%	5,000
50230 - Reimbursed Overtime	61,338	61,338	0.0%	-
50235 - 4th of July Overtime	8,337	7,865	6.0%	
50300 - Part-Time Salaries	142,437	131,460	8.4%	10,977
50320 - Excelsior PSO/CE Salaries	25,000	46,000	-45.7%	(21,000)
50500 · Social Security & Medicare	61,985	54,628	13.5%	7,357
50600 · PERA Pensions	448,361	402,634	11.4%	45,727
50700 · Health Insurance Benefits	418,705	304,090	37.7%	114,615
50800 · Disability Benefits	27,500	27,700	-0.7%	(200)
51000 · Contracted Services	35,888	32,652	9.9%	3,236
52100 · IT Equipment Leases	101,931	88,723	14.9%	13,208
52200 · Repairs and Maintenance	139,154	120,875	15.1%	18,279
52300 · Utilities	82,656	80,074	3.2%	2,582
52400 · Janitorial & Cleaning	11,360	11,160	1.8%	200
52500 · Printing & Publishing	2,500	2,500	0.0%	-
53000 · Supplies / Fuel	96,463	88,442	9.1%	8,021
54000 · Uniforms & Gear	23,100	22,100	4.5%	1,000
54500 · Training and Education	48,410	44,760	8.2%	3,650
56000 · Liability / Causality Insurance	207,116	238,331	-13.1%	(31,215)
56100 · Subscriptions & Memberships	5,780	5,670	1.9%	110
57000 · Special Projects	60,927	49,391	23.4%	11,536
58000 · Capital Plan / Vehicle Leases	335,869	183,117	83.4%	152,752
Total Expense	4,856,013	4,223,399	15.0%	632,614
General Fund Reserve Replenishment	-	50,000		
City Allocation	4,410,220	3,814,670	15.6%	
40101 · Excelsior (24.1818%)	1,066,471	1,054,704	1.1%	11,767
40102 · Greenwood (7.9381%)	350,088	322,758	8.5%	27,330
40103 · Shorewood (52.0830%)	2,296,975	1,875,411	22.5%	421,564
40104 · Tonka Bay (15.7938%)	696,541	519,547	34.1%	176,994
Previous Funding Formula Allocations				
40101 · Excelsior (27.9582%)	\$1,233,018.24	1,054,704		\$178,314.24
40102 · Greenwood (8.5557%)	\$377,325.23	322,758		\$54,567.23
40103 · Shorewood (49.7136%)	\$2,192,479.33	1,875,411		\$317,068.33
40104 · Tonka Bay (13.7722%)	\$607,384.37	519,547		\$87,837.37



City Council Item 4.B.

Title/Subject: Assessment Hearing for 5815 Club LN Hazardous Building Demolition Costs
Meeting Date: July 27, 2026
Prepared By: Jake Griffiths, Planning Director
Jeanne Schmuck, Finance Director

Attachments

1. Resolution 26-44 Adopting Assessment for Hazardous Building Abatement Completed by the City of Shorewood for the Property Located at 5815 Club Lane

Background

In late April and early May of this year, the City's contractor, Bollig & Sons, Inc. completed demolition of the hazardous building and related site clean-up of the property located at 5815 Club Lane. Since work is now complete and the hazardous conditions have been resolved, the City may now recover its costs from completing this work through an assessment against the Subject Property. Minn. Stat. §§ 463.21 and 463.22 gives the City the authority to recover its costs in this manner, which has also been affirmed by the Court through its April 26, 2024, Order which states "The City may recover its costs from the repairs, razing, correction or removal, including attorney's fees and costs, as an assessment against the Subject Property in accordance with Minn. Stat. §§ 463.21 and 463.22". The City Attorney is concurrently working through a separate process through the Court to recover the City's litigation costs related to this case. Those costs are not a part of this assessment.

Notice of tonight's hearing was mailed to each affected property owner, published in the City's official newspaper, on the City's website and at City Hall on July 9, 2026. As required by Minn. Stat. § 429.061, subd. 1, these notices included the hearing time, date, place, description of the project, area to be assessed, amount of the assessment, a description of the property owner's right to appeal the assessment, options for payment, potential deferment options, and the interest rate on the assessments.

Explanation of Costs

The proposed assessment is outlined in the attached resolution which has a total amount of \$64,667.98. The breakdown of these costs is shown in the table below:

Item	Cost
Demolition	\$ 64,991.00
Other Materials	\$ 36.98
Auction Fee	\$ 50.00
Auction Proceeds	\$ (460.00)

Assessment Certification Fee	\$ 50.00
TOTAL ASSESSMENT	\$ 64,667.98

The demolition work was bid competitively and approved by the City Council through both an initial agreement on July 14, 2025, and an updated agreement on April 13, 2026. Demolition work was completed in a timely manner without issue and did not exceed the approved contract amount. The City also expensed \$36.98 in additional materials and supplies associated with securing entry to the hazardous building prior to demolition work being able to be completed, including a pad lock, brackets and mounting hardware. In accordance with the Court's Order, items of value that could be salvaged from the property were sold through a publicly noticed online auction. The auction provider charged a \$50.00 fee to hold the auction, and the City recovered \$460.00 from the sales to apply towards the total project cost. Finally, a \$50.00 assessment certification fee is imposed by the City of Shorewood Fee Schedule to cover the costs associated with processing the assessment and recording it with Hennepin County. Ultimately, the City's net cost to complete the project was \$323.02 under the approved demolition contract. The assessment includes a repayment timeline of 1 year, with an interest rate of two percentage points above prime, which is 8.75%.

Potential Objection by Property Owners

During the assessment hearing, interested persons can voice their concerns on the proposed assessed amount for their property. The Council must hear and consider all objections to the proposed assessment, whether presented orally or in writing. For property owners who wish to challenge their proposed assessment amount, state statute requires that they must sign a written objection and file it with the City Clerk before the assessment hearing or present it to the presiding officer at the hearing. Only those who object at this stage can proceed to appeal an assessment to the district court. The public hearing notice included information on this requirement, and it is being included in the staff report as a reminder should any property owners plan to make an objection. As of the publication of this report, no public comments or objections have been received regarding this item.

Strategic Alignment

Safe & Secure Community

- Safe built environment
- Strong, proactive, strategic, and cost-effective public safety services

Recovering the costs associated with the hazardous building abatement supports the City Council's strategic priority of a safe and secure community through providing cost-effective public safety services.

Budget Impact

The \$64,667.98 total assessment amount has already been spent by the City of Shorewood in order to complete the project. The assessment allows the City to recover its costs and ultimately reimburse the taxpayers of the community for the funds that were spent resolving the hazardous conditions at this property.

Action Requested

The City Council is requested to hold a public hearing on the proposed assessment and take any

testimony provided. Following the hearing, the City Council is requested to make the following motion:

Motion to adopt Resolution 26-44 adopting assessment for hazardous building abatement completed by the City of Shorewood for the property located at 5815 Club Lane. A simple majority vote is required.

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

RESOLUTION 26-44

**A RESOLUTION ADOPTING ASSESSMENT FOR HAZARDOUS BUILDING ABATEMENT COMPLETED BY THE
CITY OF SHOREWOOD FOR THE PROPERTY LOCATED AT 5815 CLUB LANE**

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for hazardous building abatement for the property located at Parcel ID 3311723420001 addressed 5815 Club Lane.

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

1. Such proposed assessment, a copy of which is attached hereto and made a part thereof on Exhibit A, is hereby accepted and shall constitute the special assessment against the lands named therein, and each tract of land therein included is hereby found to be benefited by the improvements completed in the amount of the assessment levied against it.
2. Such assessment shall be payable in equal annual installments extending over a period of one year, the first installments to be payable on or before the first Monday in January 2027 and shall bear interest at the rate of 8.75 percent per annum from the date of the adoption of this assessment resolution. To the first installment shall be added interest on the entire assessment from the date of this resolution until December 31, 2026. To each subsequent installment, when due, shall be added interest for one year on all unpaid installments.
3. The owner of any property so assessed may, at any time prior to certification of the assessment to the county auditor, pay a portion or the whole of the assessment on such property, with interest accrued to the date of payment, to the City of Shorewood Finance Director, except that no interest shall be charged if the entire assessment is paid within 30 days from the adoption of this resolution; and he/she, at any time thereafter, pay to the City of Shorewood Finance Director the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the next succeeding year.
4. The City Clerk shall forthwith transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

ADOPTED BY THE CITY COUNCIL OF SHOREWOOD Minnesota, this 27th day of July, 2026.

Jennifer Labadie, Mayor

ATTEST:

Sandie Thone, City Clerk

EXHIBIT A
5815 CLUB LN HAZARDOUS BUILDING ABATEMENT ASSESSMENT

Item	Cost
Demolition	\$ 64,991.00
Other Materials	\$ 36.98
Auction Fee	\$ 50.00
Auction Proceeds	\$ (460.00)
Assessment Certification Fee	\$ 50.00
TOTAL ASSESSMENT	\$ 64,667.98



City Council Item 4.C.

Title/Subject: Pavement Management Plan Update
Meeting Date: July 27, 2026
Prepared By: Matt Morreim, Public Works Director

Attachments

1. Pavement Management Plan-2026
2. Resolution 26-45

Background

The City Council approved the current Pavement Management Plan (PMP) in February 2025. Since that time, staff have continued to collect pavement condition data, evaluate maintenance practices, and refine long-term roadway investment strategies. The updated PMP provides a comprehensive, data-driven approach for maintaining and improving approximately 50 miles of roadway and more than 15 public parking lots throughout the City. The plan is intended to serve as a living document that will be updated on a regular basis as new pavement data, maintenance technologies, and City priorities evolve.

The updated PMP offers several benefits to the City, including:

- Improved roadway conditions through proactive maintenance and rehabilitation strategies that address pavement deterioration before more costly repairs become necessary
- Cost-effective stewardship of public infrastructure by emphasizing preventative maintenance and timely pavement rehabilitation
- Data-driven decision making through the use of Vaisala RoadAI pavement condition assessments, roadway usage analysis, and maintenance effort tracking
- Enhanced long-range budgeting by identifying funding needs and project priorities over the next several years

The development of the updated PMP included the following:

1. **Data Collection:** Staff gathered and reviewed roadway age information, maintenance history, roadway classifications, pavement conditions, and utility considerations. Pavement conditions were analyzed using Vaisala RoadAI technology, which evaluates roadway surface distress through video imagery collected by Public Works staff
2. **Weighted Rankings:** Roadways were evaluated using a weighted ranking system that incorporates pavement condition, roadway usage, and maintenance effort. The system prioritizes roads that require higher levels of maintenance and serve greater numbers of residents and traveling public users
3. **Improvement Planning:** Based on the pavement evaluation and weighted rankings, staff developed recommended roadway improvement projects for 2027, 2029, and 2031. The plan continues to emphasize mill and overlay projects as the most cost-effective

pavement rehabilitation strategy for a majority of the City's roadway network. The plan also identifies circumstances where reclamation or full reconstruction may be appropriate due to underlying utility or drainage needs

4. **Maintenance Strategies:** The PMP expands guidance on preventative maintenance activities including crack sealing, seal coating, pavement rejuvenation, and fog sealing. These lower-cost maintenance practices are intended to maximize pavement life and reduce long-term rehabilitation costs
5. **Financing & Funding:** The plan estimates that maintaining an average pavement condition rating between 75% and 80% will require milling and overlaying approximately 1.9 miles of roadway annually. Based on current construction costs, the City should budget approximately \$750,000 to \$1.0 million annually, or \$1.5 million to \$2.0 million every other year, to support pavement rehabilitation activities. Funding sources may include the general tax levy, roadway reconstruction bonds, Municipal State Aid (MSA), and utility funds when applicable

The updated plan identifies proposed mill and overlay projects in 2027, 2029, and 2031 and includes updated roadway condition mapping and prioritization analysis. Key figures and maps illustrate roadway age, roadway usage, maintenance effort, proposed improvement schedules, and pavement condition ratings.

Strategic Alignment

Functionally & Financially Sound Infrastructure

- Plans to finance infrastructure improvements, maintenance, and replacement - The PMP provides a proactive framework to maintain safe, reliable and efficiently maintained roadways.

Budget Impact

The PMP will provide the City with strategic and data driven financial planning.

Action Requested

Staff recommend the city council approve Resolution 26-45 authorizing approval of the Pavement Management Plan and continue to implement the recommendations in future budgets and capital improvement planning.

A majority vote of the Council is required.

Pavement Management Plan



Prepared by the City of Shorewood
Public Works Department
July 22, 2026

Certification

City of Shorewood Pavement Management Plan

July 22, 2026

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

By: _____
Matthew M. Morreim, P.E.
License No. 47938

Date: July 22, 2026

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I. INTRODUCTION

A. IMPETUS

This Pavement Management Plan (PMP) covers the proposed pavement improvements and maintenance for the City of Shorewood over the next several years. The plan was authorized to provide an organized and efficient means of managing the city's pavements in a fiscally responsible manner. This document is a "living" document, which can be updated on a regular basis, and will help maintain a safe and usable local transportation system for the traveling public for the preceding 10-year capital improvement plan. This document serves as a guide to improve the efficiency of the decision-making process and ensure consistency of the decisions pertaining to the project scope and the funding approach for future infrastructure improvement projects.

B. REPORT ORGANIZATION

To address the various projects in an orderly manner, the report is organized into 6 sections as follows:

- Section 1: Introduction
- Section 2: Existing Conditions
- Section 3: Improvement Methods
- Section 4: Improvement Plan 2027 and beyond
- Section 5: Financing & Funding
- Section 6: Next Steps

C. SCOPE

The scope and content of this report is the result of many factors and items, including but not limited to the following:

- Meetings and discussions with city staff & council
- Pavement evaluations utilizing Vaisala RoadAI
- Record drawing and as-built information
- Existing identified maintenance concerns
- Possible strategic buildout of future watermain or other underlying utility needs

City roads are often considered to be the highest priority due to their visible and daily use by the travelling public. Therefore, the goal of the plan is to plan upgrades to structurally deficient roads and maintain them in a serviceable and reliable condition. The municipal utilities (sanitary sewer, watermain, and storm sewer) were not televised or evaluated as part of the scope of work of this project, however they can be major factors in determining pavement management priorities and should be considered on an annual basis. The report objectives can be summarized by the following:

- Outline existing pavement status and needs
- Fully fund pavement maintenance projects throughout the program period and distinguish fund allocation between the use of local road maintenance funds and Municipal State Aid (MSA) funds
- Develop a pavement maintenance program for all the city's roads

II. EXISTING CONDITIONS

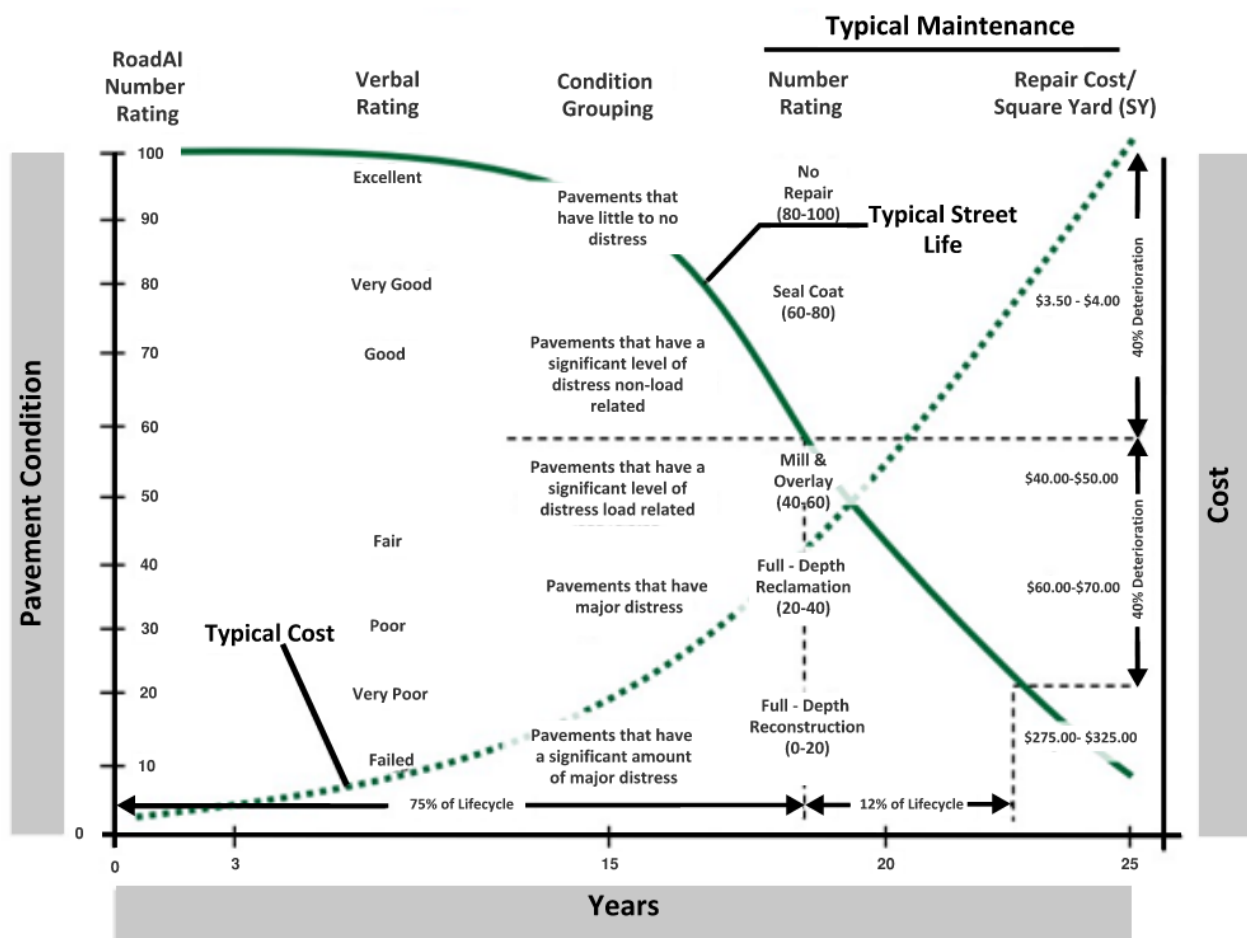
A. BACKGROUND

Shorewood maintains approximately 50 miles of roadway and 15+ parking lots of various sizes. Shorewood last completed a Pavement Management Plan in 2009. The document provided a 20-year outlook that included recommendations for roadway improvement projects and ongoing maintenance schedules. It appears that the document was generally followed in the short term but over time diverged the city away from the plan recommendations and was not updated accordingly. Diverging away from a static 20-year plan is typical of most cities due to changes in staff, council, finances, priorities, and other factors. As the plan diverged, road data and pavement conditions were tracked in a spreadsheet that utilized the PASER system.

B. PAVEMENT LIFECYCLE

Newly constructed bituminous roads can be expected to last 20 to 30 years if the City is performing little to no maintenance. Selecting the proper pavement maintenance practice at the appropriate time can increase this life expectancy to beyond 50-60 years. Figure 1 shows a graphical representation of the bituminous pavement life cycle. The figure shows the condition of the pavement will decrease over time as repeated freeze and thaw cycles, traffic loading, water, sun, etc. begin to wear on the pavement structure. It is important to note that the older the pavement becomes the more costly the appropriate maintenance becomes.

Figure 1: **Typical Pavement Lifecycle**



C. ROAD AGE

Shorewood's road network has developed over a long period with several roadways existing prior to 1937. The city grew in a segmented pattern with an initial focus on access to lake frontage and agricultural uses. Over time the agricultural areas developed into rural residential lots and single-family residential generally outward from Excelsior, County Road 19, and Smithtown Road. In the early 1970's sanitary sewers were added to the area and most roads were reconstructed in that process. Most recently the city developed Minnetonka Country Club into single family neighborhoods and there are smaller developments that continue to develop remaining large parcels. Figure A in Appendix A shows the approximate road ages.

D. ROAD CLASSIFICATIONS

The City of Shorewood contains several different classifications of roads within or bordering its city limits. This includes a makeup of private, local, local Municipal State Aid, one county highway, and one state highway. Maintenance of private roads, county highways, and state highways are not Shorewood's responsibility and are not part of this plan. Figure B in Appendix A shows the Road Usage map of city owned and maintained roads.

E. PAVEMENT RATINGS

This plan utilizes three factors in determining a pavement rating and includes: pavement condition, maintenance effort, and road usage.

1. Pavement Condition

Every local road section in the city was evaluated using Vaisala RoadAI. The data is collected by mounting a cellphone camera on the hood of a vehicle and recording a video. The Vaisala RoadAI program is an automated intelligence software that analyzes video images of the roadway surface and applies a rating based on defects such as distress, cracks, potholes, edge deterioration, raveling, bleeding, and accounts for maintenance improvements such as pothole and crack repairs. The software analyzes every frame therefore reduces human error and subjectivity.

The City has utilized the RoadAI Software over the past three years to analyze pavement conditions. Factors that affect what is captured through the camera include but are not limited to:

- Speed of the vehicle recording the video footage
- Angle of the camera facing the roadway corridor
- Lighting conditions
- Debris, leaves, obstructions on the roadway corridor
- Location of the camera mount

Due to the aforementioned factors, pavement ratings can vary due to the aforementioned factors, but staff have been improving data results as we continue to use the system.

RoadAI formulates a pavement condition based on the deficiencies observed and can report the information in a variety of ways. Staff can review the videos and variables that created the pavement condition to verify the information. The RoadAI data used in this

plan was captured by City the Public Works Department in the spring of 2026. Staff plans to capture video in the spring and the fall of each year to track both the deterioration and improvements to the pavement over time. This data will be utilized to update this plan as needed. The pavement surface condition is based on a ranking of 0-100 with 0 being the worst condition pavement and 100 being the best. For example, a RoadAI rating of 10 for a pavement has completely failed and requires the complete removal and replacement of the entire roadway section. Conversely, a rating of 100 is a newly constructed or reconstructed pavement that requires little to no maintenance in the near term other than pavement sealing.

Table 1: Rating from RoadAI Data

Pavement Condition (RoadAI Data Collected)	Maintenance or Construction Method to be Utilized
0-20	Complete reconstruction or reclamation including adjacent curb and gutter.
20-40	Deeper mill & overlay, reclamation, and spot full depth repairs. Benefits from added pavement strength.
40-60	Mill and Overlay
60-70	Seal coat (fog or clear) and crack seal as needed.
80-100	Seal coat (fog or clear) and crack seal as needed.

Pavement conditions calculated by Vaisala RoadAI are shown in Appendix B; Table 2: Pavement Condition-Alphabetical Order and Table 3: Pavement Condition- Ranking Order. The average pavement condition rating for all the streets in 2026 is 67.

2. Maintenance Effort

The second factor in determining a road rating is the maintenance effort. This is the amount of maintenance effort that public works staff or its contractors are putting towards maintaining individual roadways in recent years. Maintenance efforts are considered short-term fixes but tend to take a lot of staff time to complete. Maintenance efforts include pothole patching, crack filling, skim patching and material, or other operations necessary to maintain safe and functioning roadways. The maintenance effort scale follows a 1-3 rating system where 1 would represent high or recurring maintenance efforts, and 3 would represent a low or very minimal maintenance effort. Maintenance Effort is geographically shown on Figure C: City Maintenance efforts and is identified in Table 4: Pavement Condition – Weighted Ranking Order.

3. Road Usage

The third factor in determining road rating is road usage. This factor puts a priority on roads that are more heavily used and more visible by the traveling public. Road usage is

obtained through several variables such as the number of vehicles using a roadway or average annual daily traffic (AADT) when available, its connecting roadways, and the number of parcels that the roadway serves. The scale uses a 1-3 ranking system where 1 represents high road use and includes roadways with higher AADT, Municipal State Aid (MSA) Roadways, frontage roads, and roadways with direct connection to county and state highways. A ranking of 2 represents roadways that are thru roadways, large loops, and longer dead-end roadways that provide serviced to 25 parcels or more. A ranking of 3 represents roadways which are commonly classified as dead-end roads or cul-de-sacs serving less than 25 parcels. Road usage is graphically shown on Figure B: Road Usage and is identified in Table 4: Pavement Condition – Weighted Ranking Order.

4. Weighted Rankings

Applying all 3 factors: pavement condition, maintenance effort, and road usage creates a weighted ranking system. The ranking is classified on a scale of 80 -200. The higher the rating, the better overall condition the roadway is in. The weighted ranking system currently applies a factor of 30 to road maintenance and a factor of 10 to road usage and utilizes the equation: $\text{Weighted Ranking} = (\text{Pavement Condition} + (\text{Maintenance Effort} \times 30) + (\text{Roadway Usage} \times 10))$. This weighted ranking system is a major contributor to selecting roadways in need of surface improvements.

III. IMPROVEMENT METHODS

A. PROCESS OF DETERMINATION: IMPROVEMENT METHODS

Staff utilizes a step-by-step procedure to analyze and provide a pavement condition rating and its respective improvement method on an annual or biannual basis. The Public Works Department collects video footage using Vaisala RoadAI camera software to generate a pavement condition.

The data collected helps pinpoint roadways in neighborhoods that are in need of maintenance or repair. Staff reviews the roadways and their adjacent neighborhoods for drainage concerns, existing utility issues and ages if known, and reviews feasibility of incorporating new public utilities in the roadways to serve residents. Utility reviews are taken into consideration for implementing pavement reclamation projects or reconstruction projects.

If the roadway becomes a candidate for reclamation or reconstruction in the near future, the roadway data yields deteriorating pavement conditions at a high rate and utility as-built reviews portray a need for utility and drainage repairs or installation. If the severity of the pavement condition is manageable, the roadway is further analyzed to determine if it is a candidate for a mill & overlay, seal coat, or a crack fill project. A description of each improvement method is explained further below.

B. ROAD RECONSTRUCTION

Road reconstruction is the full replacement of the existing bituminous, aggregate base, and associated drainage systems. In this plan, road reconstruction is intended to be considered when there are major repairs needed to underling sanitary sewer, watermain and storm sewer or where watermain would be expanded into areas not currently served. If major repairs are needed to sanitary, watermain and storm sewer, less invasive repair methods will be explored

to minimize overall project costs and disruptions to residents. Typically, most maintenance efforts on a roadway slated for full reconstruction are deferred except for maintenance that ensures safety and reduces liability for the city. In general, road segments with a pavement condition of 0 to 20 are reconstruction project candidates. These reconstruction projects are typically designed to be performed every 50-60 years with regular pavement maintenance practices occurring through the life of the pavement. The average cost for a road reconstruction project can vary between the range of \$275 to \$325 per square yard of roadway pavement.

C. RECLAMATION

Full depth reclamation is a pavement rehabilitation technique in which the full pavement section and a portion of the underlying aggregate materials are uniformly pulverized and blended to produce a homogeneous stabilized based material similar to Aggregate Base Class 5. This material is then modified to the correct thickness and elevation, compacted, and paved over with new bituminous asphalt. Reclamation is commonly used when

- The pavement failure is not related to subgrade deficiencies
- There are minimal utility replacement needs
- No significant drainage concerns are present
- An adequate thickness of bituminous and aggregate base materials exist and underlying subgrade materials have not migrating into the base materials.

In general, road segments with a pavement condition of 40 or lower are reclamation project candidates. Pavement coring can help determine the underlying condition of the roadway if reclamation is in question for best management practice. Reclamation projects are typically designed to be done every 20 years with regular pavement maintenance practices occurring through the life of the pavement. The average cost for a reclamation project can range from \$60 to \$70 per square yard of roadway pavement.

D. MILL & OVERLAY

The typical construction method consists of milling, or grinding off a uniform thickness, typically 1.5 inches or 2 inches for residential roads, and then overlaying the roadway with the same amount of bituminous pavement. Milling & overlaying does not increase the overall pavement strength. However, additional overlay thickness can be added in some areas to increase the strength of the roadway. Another method for urban roadways with curb & gutter, is to mill along the curbs at 1.5 inches thick and taper to 0.5 inches near the center of the roadway to remove surface irregularities and previous surface treatments such as seal coats & crack seals. Next, spot curb repairs and installation of leveling course to restore the crown of the road before the final lift of pavement is placed. In general, road segments with a rating of 60 or lower were deemed in need of a mill and overlay. Mill and overlay projects are typically designed to be done every 10-15 years with regular pavement maintenance practices occurring through the life of the pavement. The average cost for a mill and overlay can range from \$40 to \$50 per square yard of roadway pavement.

E. PAVEMENT MAINTENANCE

The below items are considered pavement maintenance that are completed on a routine basis and are typically lower cost items that extend the life of pavements.

1. Seal Coat

A seal coat consists of the application of emulsified asphalt and loose aggregate to the existing surface. After the specified “curing” time of a few days, the excess aggregate is swept up and removed. Seal coating is typically used throughout the life of a pavement. Seal coats are most effective when used on new pavements in those in relatively good condition. This method is used to provide a new driving surface and to re-seal the pavement surface which provides protection from weathering. The useful life of a sealcoat is generally 5 to 7 years depending on the type of materials used and the condition of the pavement to which it is applied. Seal coating can help fill minor surface voids and is a surface treatment that should not be used to correct surface potholes and irregularities. The average cost for a seal coating project can range from \$3 to \$6 per square yard of roadway pavement.

2. Asphalt Rejuvenators

Asphalt pavement rejuvenators are an emerging maintenance practice that are applied to restore the chemical and physical properties of pavement. Rejuvenators are used as a preventative pavement maintenance tool to extend pavement life, reduce cracking by restoring binder flexibility and improve moisture resistance. Most pavement rejuvenators on the market are propriety with variable costs and benefits. The current best practice is to apply a pavement rejuvenator over pavements that are only 1-2 years old and can be reapplied in 4-6 years. An additional benefit to these products is that they can be applied over existing pavement striping which makes them ideal for parking lots and higher use city roads that have pavement markings. This eliminates additional costs of re-striping the pavement and is about 5-15% of the cost of a mill and overlay project. This does not help fill minor surface voids in the same way that seal coating does. Pavement rejuvenators have variable costs and can be more expensive than chip seals. However, convenience of these products to the traveling public justifies the added cost and the performance. The average cost for pavement rejuvenators can range from \$1.10 to \$4.50 per square yard of roadway pavement.

3. Fog Sealer

Fog seals are similar to clear pavement sealers in that they seal and protect the surface of pavements from oxidizing, however they do not penetrate the asphalt and slowly wear off over time. Fog seals are typically applied on pavements showing signs of surface aging and create a “like new” visual appearance. If fog seals are used in parking lots or roads that have pavement markings they will need to be re-striped. This practice cost is comparable to a seal coat operation but does not help fill minor surface voids in the same way that seal coating does.

4. Crack Seal

Cracking is the first and most common type of deterioration in pavements. Maintenance neglect of cracks leads to accelerated cracking, alligator cracking, potholing and a reduced pavement life. Crack sealing involves cleaning cracks with high pressure air and placing liquid asphalt material into and above the cracks. The goal of crack sealing is to prevent water intrusion into the pavement. Cracks may be routed prior to cleaning to create larger, more uniform cracks to allow the liquid asphalt material to expand and contract with weather. Crack sealing is recommended to occur on an annual basis to all roads with an emphasis on newly paved roads and roads prior to pavement sealing.

5. Recommendations

To maximize the life of the city's pavements, it is recommended that the city roads are crack sealed on an annual basis and the pavement rejuvenator applied within the first year or two after paving. These sealant methods help eliminate additional cracks and spaces to form, preventing water from penetrating the pavement section. The pavement rejuvenator can be reapplied 4 years after initial application. Care and records should be kept for all asphalt rejuvenator applications as many of the products and applications may not function as intended if other types of asphalt rejuvenators have been applied previously.

IV. IMPROVEMENT PLAN

This improvement plan is intended to be updated on an annual or bi-annual basis to account for updated data, changing technologies, best maintenance practices, and change in city priorities. The data obtained by updating the report for a 5 to 10-year outlook is critical in establishing an accurate and consistent capital improvement plan (CIP). Currently, most of Shorewood's roadways are in a mill & overlay cycle improvement. Mill and overlay is the most economical method to extend the pavement's life and provide an opportunity to address minor drainage issues. The city has allocated \$2,000,000 in 2026 plus 5% inflation per year for a biannual mill & overlay project in its CIP. An additional \$50,000 per year is proposed in the general budget for road maintenance that is performed by public works staff. This additional funding is proposed to cover costs of typical short-term corrections such as skim patching, pothole filling and other miscellaneous maintenance activities until the roadway is due for pavement rehabilitation. Road improvements occurring over the next few years are detailed below and in Figure D.

A. 2027 MILL & OVERLAY PROJECT

The complete list of 2027 Mill & Overlay candidates are listed below, and are subject to change:

-Brentridge Drive	-Noble Road	-Waterford Circle
-Brynmawr Place	-Pine Bend	-Waterford Court
-Chartwell Hill	-St. Albans Bay Road (east)	-Waterford Place
-Grant Street	-Timber Lane	-Wood Duck Circle
-Lawtonka Drive	-TH7 Service Road	
-Muirfield Circle	-Vine Ridge Road	

*See Appendix A: Figure D for map

B. 2029 MILL & OVERLAY PROJECT

The complete list of 2029 Mill & Overlay candidates are listed below, and are subject to change:

-Afton Road	-Ferncroft Drive	-Marsh Point Court
-Bayswater Road	-Forest Drive	-Marsh Point Drive
-Beverly Drive	-Ivy Lane	-McLain Road
-Cajed Lane	-Knightsbridge Road	-Minnetonka Drive
-Cathcart Drive	-Lake Virginia Drive	-Rustic Way
-Clover Lane	-Lakeway Terrace	-Stratford Place
-Elder Turn	-Maple Ridge Lane	-Suburban Drive
-Fatima Place	-Marsh Point Circle	-Woodend Place

*See Appendix A: Figure D for map

C. 2031 MILL & OVERLAY PROJECT

At this time, the 2031 Mill & Overlay is planned to be Smithtown Road from the westerly city limit to Country Road 19 and is subject to change.

D. ADDITIONAL IMPROVEMENTS

The following improvements are planned with neighboring community led projects:

- Minnetonka Boulevard (east) – Deephaven – 2026 or 2027
- Manor Road – Greenwood – 2028
- Anthony Terrace – Deephaven – TBD
- Vine Street – Deephaven – TBD

The following improvements are being mutually planned with the City of Minnetonka:

- Vine Hill Road (south half) – 2029
- Covington Court – 2029
- Vine Hill Road (north half) – 2031

V. FINANCING & FUNDING

A. FINANCING

Based on discussions to date, it is anticipated that the city will utilize funds from the general tax levy or roadway reconstruction bonds to fund projects listed in the CIP. An additional funding option is to use Municipal State Aid (MSA) funds on eligible roadways. As of June 30, 2026 Shorewood has an MSA fund balance of \$2,769,467.

B. FUNDING AND THE RELATION TO CITY WIDE PAVEMENT CONDITION INDEX

In order to maintain a targeted average pavement condition index of 70%, funding for the roadway improvements and maintenance is proposed to be utilized from the following sources:

- General Tax Levee

- Road Reconstruction Bonds
- Municipal State Aid
- Sewer Fund
- Water Fund
- Stormwater Fund

The average pavement condition for all roads is projected to decrease by 2.5% per year with ongoing routine pavement maintenance practices such as pavement seals, crack seals, and pothole patching. To maintain a pavement condition rating of 70%, the city will need to mill & overlay 1.9 miles of roadway per year on average. With the 50 miles of roads in the city, it will take 26 years to mill & overlay all of its roads. It is anticipated that within this mill & overlay cycle there will be streets that will be fully reconstructed or reclaimed due to underlying utility needs that will remove them from the mill & overlay cycle, therefore shortening that time frame in which all streets are completed. The cost to mill & overlay one mile of road at 1.5-inch thickness, in 2026 dollars, is approximately \$500,000. The city should be budgeting \$750,000 to \$1.0 million every year or \$1.5 million to \$2.0 million dollars every other year for mill & overlay projects.

C. OTHER FUNDS

The availability for grant funds or other non-city funding sources for the proposed projects will be evaluated for each project. Depending on project location, project scope, future legislation, project partners, etc., these potential funding sources include, but are not limited to:

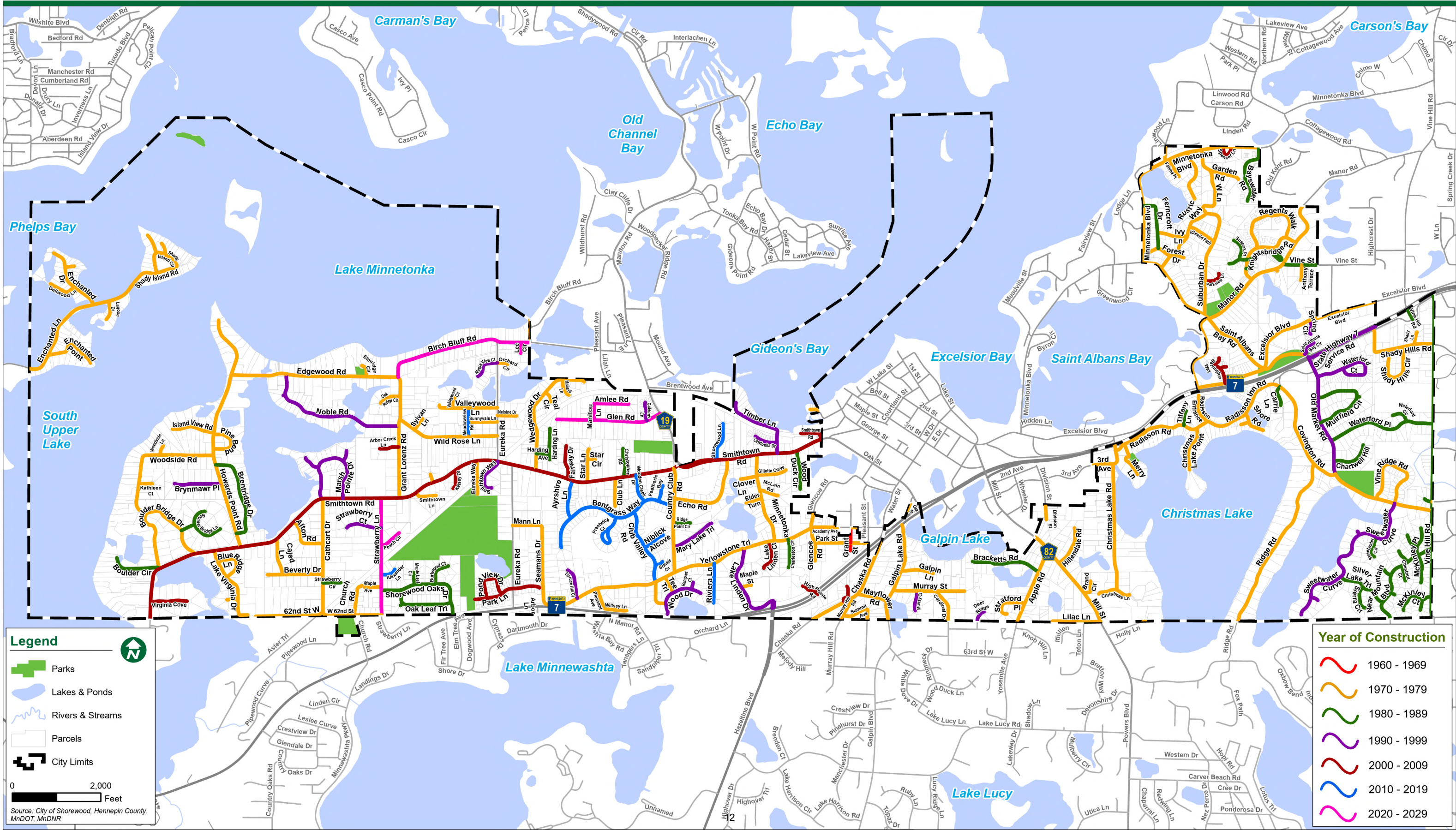
- Riley Purgatory Bluff Creek Watershed District
- Minnehaha Creek Watershed District
- MN Department of Transportation
- Hennepin County Highway Department
- Cost share with adjacent municipalities

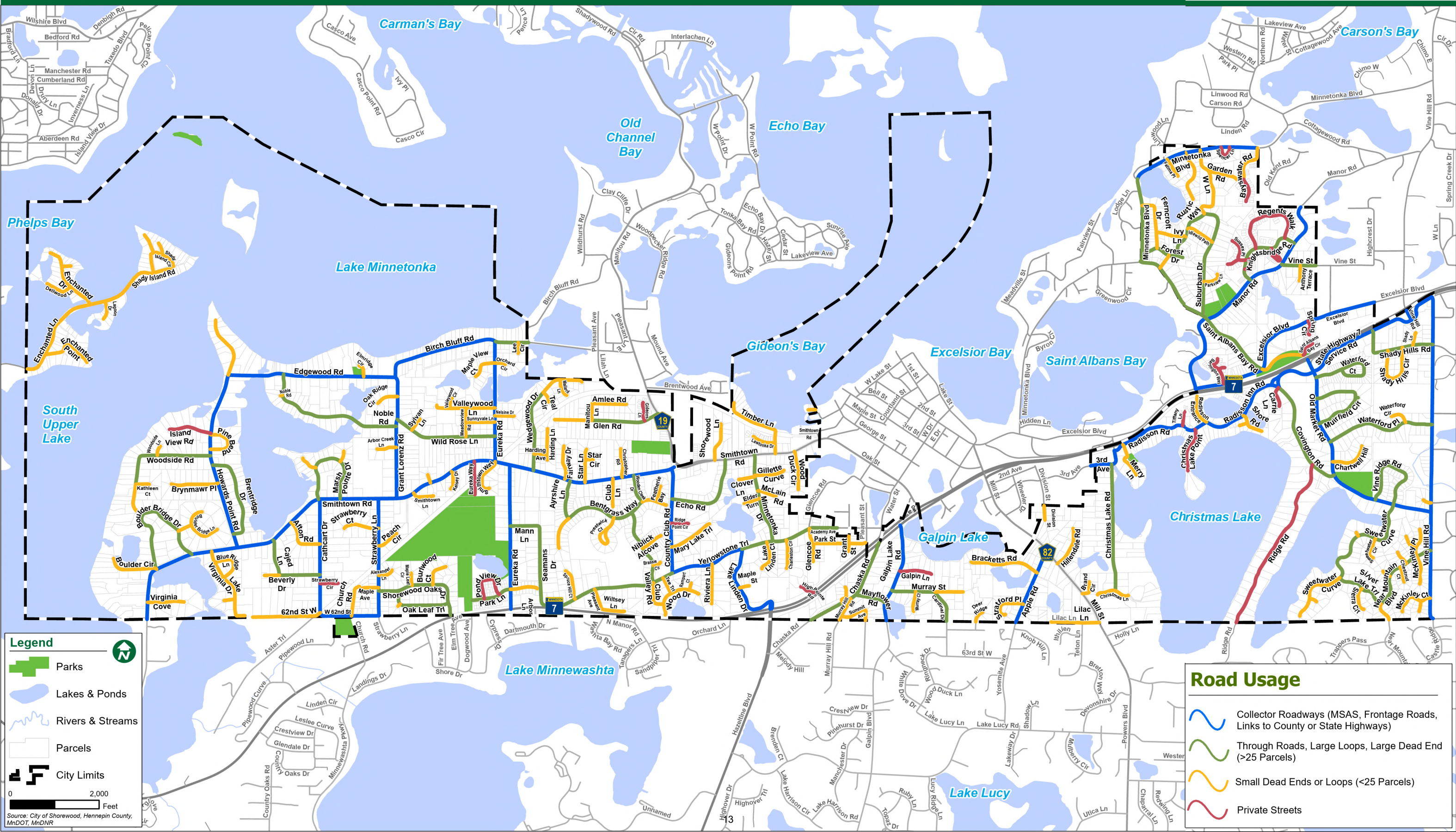
VI. NEXT STEPS

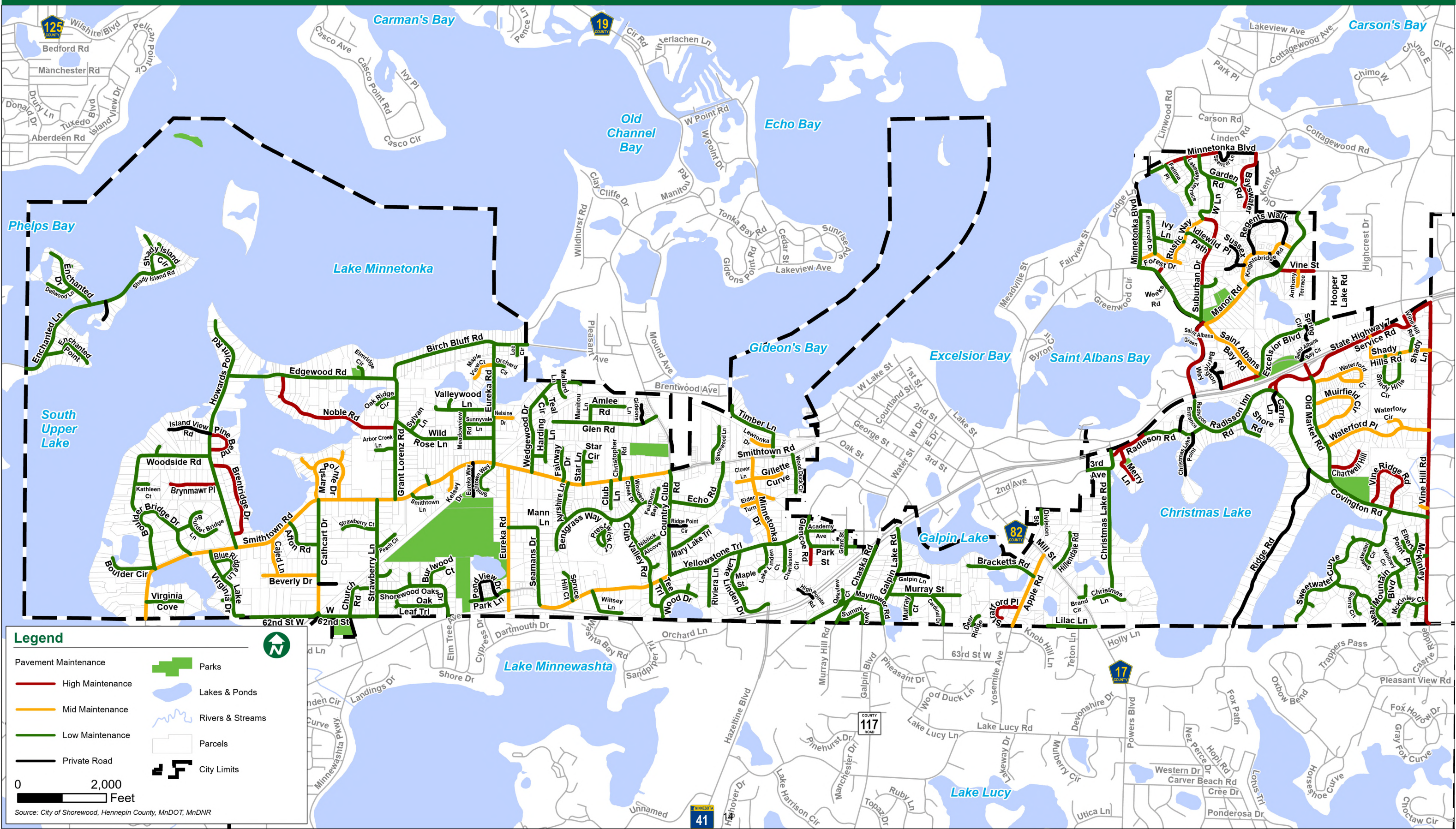
The following next steps are recommended to be completed by the City Council and City Staff:

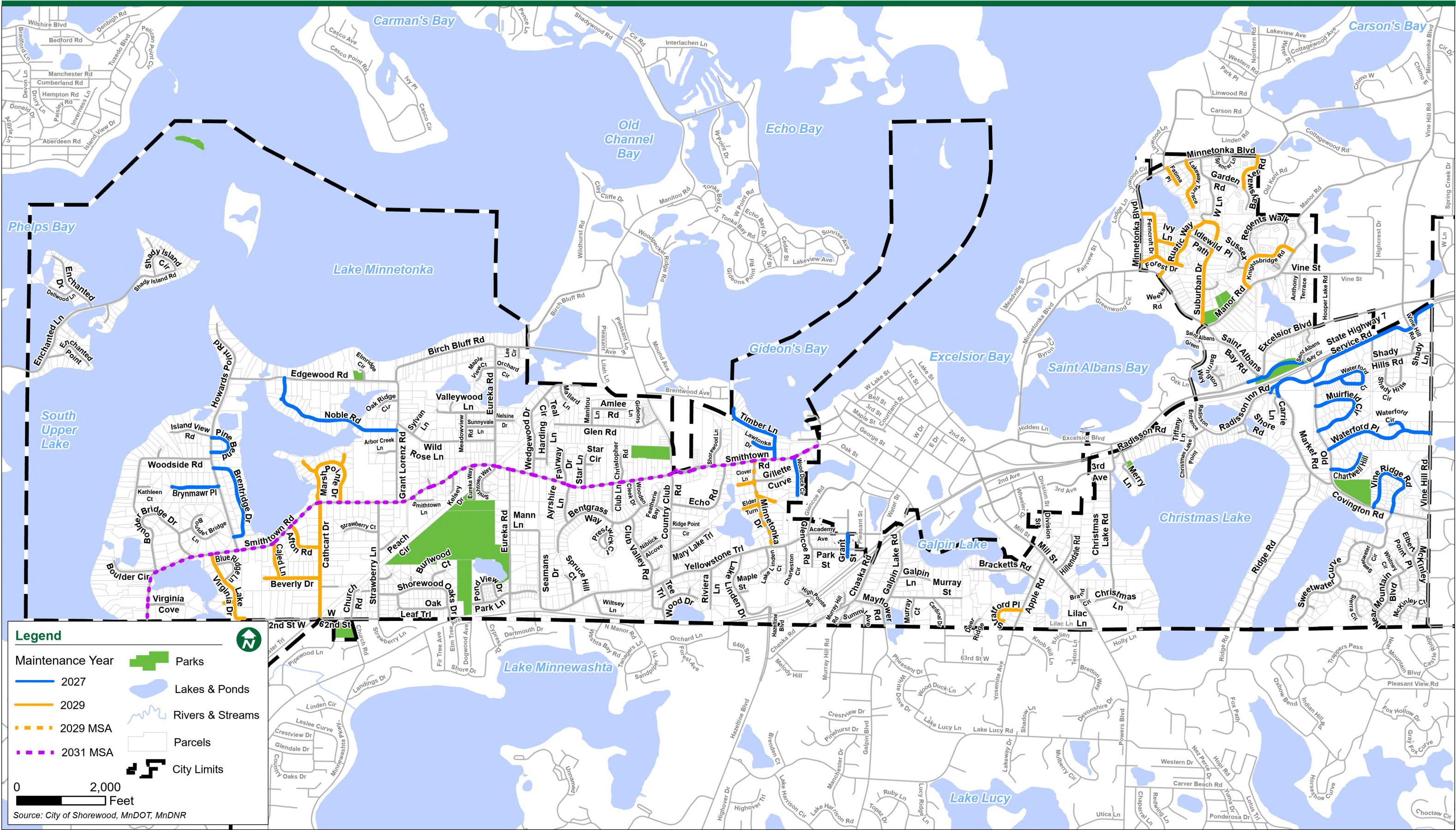
1. Adopt the updated Pavement Management Plan.
2. Implement the plan and proceed with projects in 2027.
3. Reevaluate upcoming priority roads annually or biannually and update the Pavement Management Plan as needed. Review estimated costs and update the Capital Improvement Plan (CIP) accordingly.
4. Continue with pavement maintenance and monitor the underlying utilities (ongoing).

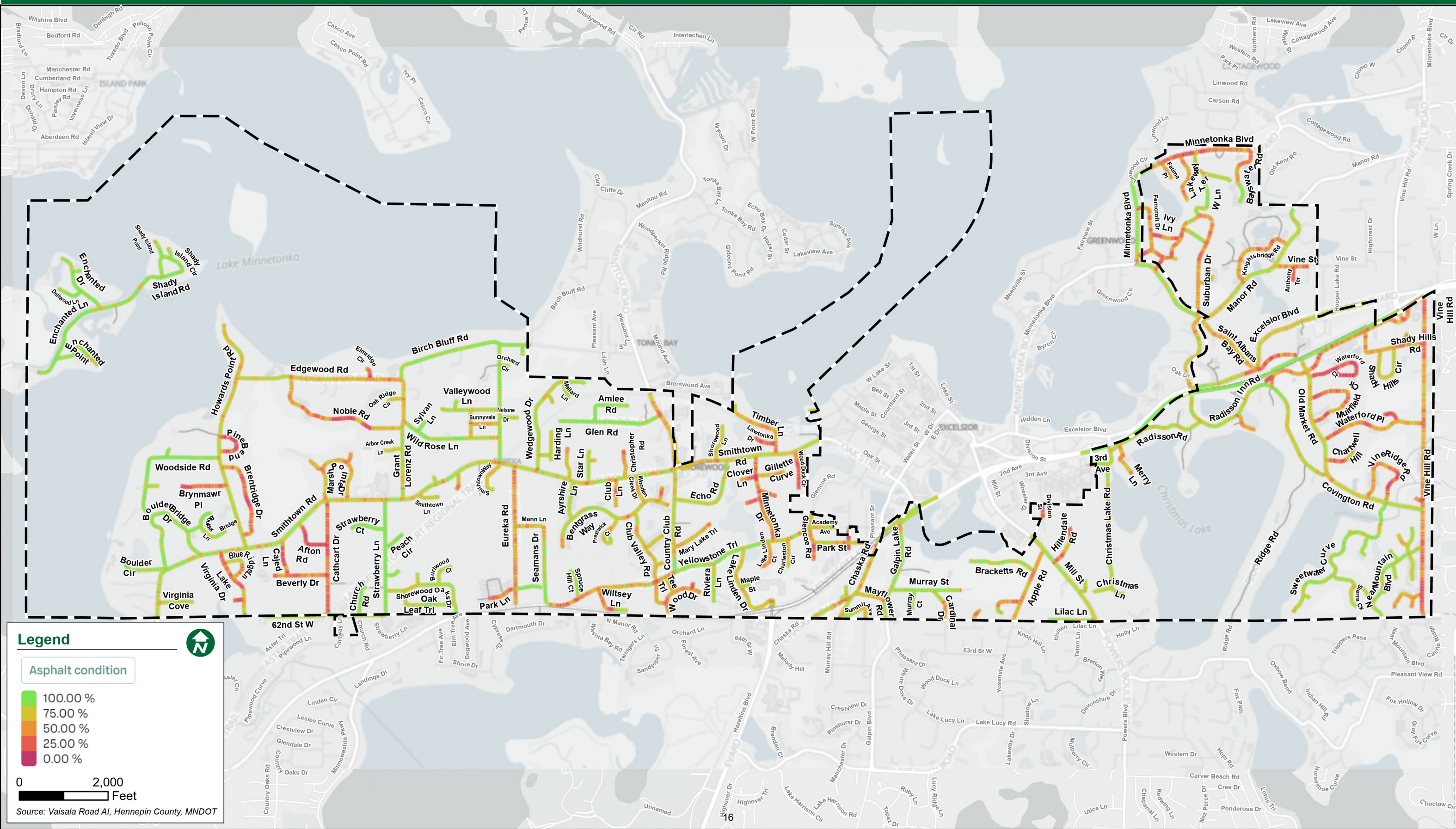
Appendix A: Figures











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Appendix B: Tables

Table 2: Pavement Condition - Alphabetical Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
3rd Avenue	475	83%	
62nd Street West	2910	83%	
Academy Avenue	774	77%	
Afton Road	987	29%	2029 M&O
Alexander Lane	355	93%	
Amlee Road	773	95%	
<i>Anthony Terrace</i>	<i>348</i>	<i>22%</i>	<i>Deephaven</i>
Apple Road	1754	45%	
Arbor Creek Lane	442	68%	
Ayrshire Lane	876	81%	
Bayswater Road	1434	52%	2029 M&O
Bentgrass Way	3250	68%	
Beverly Drive	1253	38%	2029 M&O
Birch Bluff Road	3042	93%	
Blue Ridge Lane	897	66%	
Boulder Bridge Drive	3008	94%	
Boulder Bridge Lane	1498	92%	
Boulder Circle	1125	90%	
Bracketts Road	1564	82%	
Brand Circle	387	76%	
Brassie Circle	186	59%	
Brentridge Drive	2108	37%	2027 M&O
Brynmaur Place	1059	30%	2027 M&O
Burlwood Court	599	84%	
Cajed Lane	815	32%	2029 M&O
Cardinal Drive	750	53%	
Cathcart Drive	2556	29%	2029 M&O
Charleston Circle	646	58%	
Chartwell Hill	885	35%	2027 M&O
Chaska Road	2444	63%	
Chestnut Court	348	83%	
Chestnut Terrace	197	72%	
Christmas Lake Road	3379	78%	
Christmas Lane	749	79%	
Christopher Road	649	40%	
Church Road	731	95%	
Clover Lane	367	31%	2029 M&O
Club Lane	633	45%	
Club Valley Road	2405	59%	
Country Club Road	2356	82%	
<i>Covington Court</i>	<i>188</i>	<i>29%</i>	<i>2029 Project</i>
Covington Road	4951	80%	
Deer Ridge	277	36%	

Table 2: Pavement Condition - Alphabetical Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Dellwood Lane	621	94%	
Division Street	327	23%	
Echo Road	1957	86%	
Edgewood Road	3781	62%	
Elbert Point	365	55%	
Elder Turn	361	29%	2029 M&O
Elmridge Circle	299	29%	
Enchanted Cove	208	95%	
Enchanted Drive	1561	88%	
Enchanted Lane	3273	91%	
Enchanted Point	1293	85%	
Eureka Road	5960	69%	
Excelsior Boulevard	4809	75%	
Fairway Drive	763	62%	
Fatima Place	449	42%	2029 M&O
Featherie Bay	364	34%	
Ferncroft Drive	1219	52%	2029 M&O
Forest Drive	997	41%	2029 M&O
Galpin Lake Road	1841	87%	
Garden Road	1220	77%	
Gillette Curve	680	53%	
Glen Road	2378	93%	
Glencoe Road	1101	44%	
Grant Lorenz Road	3028	75%	
Grant Street	522	31%	2027 M&O
Harding Avenue	288	74%	
Harding Lane	707	76%	
Hillendale Road	926	33%	
Howards Point Road	5440	75%	
Idlewild Path	648	84%	
Ivy Lane	688	37%	2029 M&O
Kathleen Court	308	81%	
Kelsey Drive	419	48%	
Knightsbridge Road	1875	53%	2029 M&O
Lafayette Avenue	203	81%	
Lake Linden Court	688	40%	
Lake Linden Drive	2342	63%	
Lake Virginia Drive	1665	39%	2029 M&O
Lakeway Terrace	1191	42%	2029 M&O
Lawtonka Drive	522	23%	2027 M&O
Lee Circle	242	93%	
Lilac Lane	1086	84%	
Mallard Lane	397	87%	

Table 2: Pavement Condition - Alphabetical Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Manitou Lane	378	98%	
Mann Lane	644	68%	
Manor Road	4273	72%	Greenwood
Maple Leaf Circle	279	78%	
Maple Ridge Lane	248	21%	2029 M&O
Maple Street	225	86%	
Maple View Court	611	59%	
Marsh Pointe Circle	255	32%	2029 M&O
Marsh Pointe Court	388	69%	2029 M&O
Marsh Pointe Drive	2280	64%	2029 M&O
Mary Lake Trail	1018	49%	
Mayflower Road	1096	72%	
McKinley Circle	242	42%	
McKinley Court	869	48%	
McKinley Place	1291	82%	
McLain Road	425	32%	2029 M&O
Meadowview Road	643	81%	
Merry Lane	840	44%	
Mill Street	2452	76%	
Minnetonka Boulevard	3763	50%	Deephaven
Minnetonka Drive	2018	43%	2029 M&O
Muirfield Circle	2117	41%	2027 M&O
Murray Court	453	91%	
Murray Hill Road	546	70%	
Murray Street	1611	87%	
Near Mountain Blvd	2349	87%	
Nelsine Drive	433	79%	
Niblick Alcove	507	66%	
Noble Road	3332	38%	2027 M&O
Oak Leaf Trail	1482	86%	
Oak Ridge Circle	494	70%	
Oakview Court	422	76%	
Old Market Road	2779	73%	
Orchard Circle	240	85%	
Park Lane	1531	68%	
Park Street	1181	70%	
Parkview Lane	422	52%	
Peach Circle	502	96%	
Pine Bend	974	30%	2027 M&O
Pleasant Avenue	481	30%	
Prestwick Court	1203	73%	
Radisson Entrance	678	71%	
Radisson Road	4896	84%	

Table 2: Pavement Condition - Alphabetical Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Rampart Court	164	20%	
Riviera Lane	896	82%	
Rustic Way	1625	58%	2029 M&O
Saint Albans Bay Circle	370	31%	
Saint Albans Bay Road	4389	63%	2027 M&O
Seamans Drive	1748	85%	
Shady Hills Circle	1526	78%	
Shady Hills Road	1847	56%	
Shady Island Circle	1084	95%	
Shady Island Point	449	86%	
Shady Island Road	1150	91%	
Shady Island Trail	282	88%	
Shady Lane	290	43%	
Shore Road	785	44%	
Shorewood Lane	863	68%	
Shorewood Oaks Drive	2212	83%	
Sierra Circle	548	75%	
Silver Lake Trail	1181	86%	
Smithtown Circle	195	82%	
Smithtown Lane	491	64%	
Smithtown Road	13705	74%	2031 M&O
Smithtown Way	854	65%	
Spruce Hill Court	705	87%	
Star Circle	179	59%	
Star Lane	753	82%	
Stratford Place	811	40%	2029 M&O
Strawberry Court	810	96%	
Strawberry Lane	2636	99%	
Suburban Drive	2583	46%	2029 M&O
Summit Avenue	825	79%	
Sunnyvale Lane	658	48%	
Sweetwater Circle	512	89%	
Sweetwater Court	175	72%	
Sweetwater Curve	4224	87%	
Sylvan Lane	307	96%	
Teal Circle	256	75%	
Tee Trail	396	67%	
TH 7 Service Road	4797	37%	2027 M&O
Timber Lane	1744	47%	2027 M&O
Valleywood Circle	240	83%	
Valleywood Lane	1352	81%	
<i>Vine Hill Road</i>	<i>7570</i>	<i>40%</i>	<i>2029 Project</i>
Vine Ridge Road	2145	43%	2027 M&O

Table 2: Pavement Condition - Alphabetical Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
<i>Vine Street</i>	775	32%	<i>Deephaven</i>
Virginia Cove	825	77%	
Waterford Circle	420	22%	2027 M&O
Waterford Court	1934	24%	2027 M&O
Waterford Place	2489	39%	2027 M&O
Wedgewood Drive	2855	77%	
West Lane	848	92%	
Whitney Circle	322	86%	
Wild Rose Lane	2326	87%	
Wiltsey Lane	502	56%	
Wood Drive	1221	42%	
Wood Duck Circle	870	24%	2027 M&O
Wooden Cleek Drive	643	50%	
Woodend Place	350	34%	2029 M&O
Woodside Lane	223	94%	
Woodside Road	2835	95%	
Yellowstone Trail	6399	71%	

Table 3: Pavement Condition - Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Rampart Court	164	20%	
Maple Ridge Lane	248	21%	2029 M&O
Anthony Terrace	348	22%	Deephaven
Waterford Circle	420	22%	2027 M&O
Division Street	327	23%	
Lawtonka Drive	522	23%	2027 M&O
Wood Duck Circle	870	24%	2027 M&O
Waterford Court	1934	24%	2027 M&O
Elmridge Circle	299	29%	
Covington Court	188	29%	2029 Project
Elder Turn	361	29%	2029 M&O
Afton Road	987	29%	2029 M&O
Cathcart Drive	2556	29%	2029 M&O
Brynmawr Place	1059	30%	2027 M&O
Pleasant Avenue	481	30%	
Pine Bend	974	30%	2027 M&O
Clover Lane	367	31%	2029 M&O
Grant Street	522	31%	2027 M&O
Saint Albans Bay Circle	370	31%	
McLain Road	425	32%	2029 M&O
Cajed Lane	815	32%	2029 M&O
Marsh Pointe Circle	255	32%	2029 M&O
Vine Street	775	32%	Deephaven
Hillendale Road	926	33%	
Woodend Place	350	34%	2029 M&O
Featherie Bay	364	34%	
Chartwell Hill	885	35%	2027 M&O
Deer Ridge	277	36%	
TH 7 Service Road	4797	37%	2027 M&O
Ivy Lane	688	37%	2029 M&O
Brentridge Drive	2108	37%	2027 M&O
Noble Road	3332	38%	2027 M&O
Beverly Drive	1253	38%	2029 M&O
Waterford Place	2489	39%	2027 M&O
Lake Virginia Drive	1665	39%	2029 M&O
Christopher Road	649	40%	
Vine Hill Road	7570	40%	2029 Project
Lake Linden Court	688	40%	
Stratford Place	811	40%	2029 M&O
Forest Drive	997	41%	2029 M&O
Muirfield Circle	2117	41%	2027 M&O
McKinley Circle	242	42%	
Fatima Place	449	42%	2029 M&O

Table 3: Pavement Condition - Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Wood Drive	1221	42%	
Lakeway Terrace	1191	42%	2029 M&O
Shady Lane	290	43%	
Minnetonka Drive	2018	43%	2029 M&O
Vine Ridge Road	2145	43%	2027 M&O
Glencoe Road	1101	44%	
Shore Road	785	44%	
Merry Lane	840	44%	
Apple Road	1754	45%	
Club Lane	633	45%	
Suburban Drive	2583	46%	2029 M&O
Timber Lane	1744	47%	2027 M&O
Kelsey Drive	419	48%	
McKinley Court	869	48%	
Sunnyvale Lane	658	48%	
Mary Lake Trail	1018	49%	
Wooden Cleek Drive	643	50%	
<i>Minnetonka Boulevard</i>	<i>3763</i>	<i>50%</i>	<i>Deephaven</i>
Bayswater Road	1434	52%	2029 M&O
Ferncroft Drive	1219	52%	2029 M&O
Parkview Lane	422	52%	
Knightsbridge Road	1875	53%	2029 M&O
Gillette Curve	680	53%	
Cardinal Drive	750	53%	
Elbert Point	365	55%	
Shady Hills Road	1847	56%	
Wiltsey Lane	502	56%	
Rustic Way	1625	58%	2029 M&O
Charleston Circle	646	58%	
Brassie Circle	186	59%	
Club Valley Road	2405	59%	
Maple View Court	611	59%	
Star Circle	179	59%	
Fairway Drive	763	62%	
Edgewood Road	3781	62%	
Saint Albans Bay Road	4389	63%	2027 M&O
Chaska Road	2444	63%	
Lake Linden Drive	2342	63%	
Smithtown Lane	491	64%	
Marsh Pointe Drive	2280	64%	2029 M&O
Smithtown Way	854	65%	
Blue Ridge Lane	897	66%	
Niblick Alcove	507	66%	

Table 3: Pavement Condition - Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Tee Trail	396	67%	
Park Lane	1531	68%	
Bentgrass Way	3250	68%	
Mann Lane	644	68%	
Arbor Creek Lane	442	68%	
Shorewood Lane	863	68%	
Marsh Pointe Court	388	69%	2029 M&O
Eureka Road	5960	69%	
Park Street	1181	70%	
Murray Hill Road	546	70%	
Oak Ridge Circle	494	70%	
Yellowstone Trail	6399	71%	
Radisson Entrance	678	71%	
<i>Manor Road</i>	<i>4273</i>	<i>72%</i>	<i>Greenwood</i>
Chestnut Terrace	197	72%	
Mayflower Road	1096	72%	
Sweetwater Court	175	72%	
Prestwick Court	1203	73%	
Old Market Road	2779	73%	
Harding Avenue	288	74%	
Smithtown Road	13705	74%	2031 M&O
Sierra Circle	548	75%	
Excelsior Boulevard	4809	75%	
Grant Lorenz Road	3028	75%	
Howards Point Road	5440	75%	
Teal Circle	256	75%	
Mill Street	2452	76%	
Oakview Court	422	76%	
Brand Circle	387	76%	
Harding Lane	707	76%	
Virginia Cove	825	77%	
Academy Avenue	774	77%	
Garden Road	1220	77%	
Wedgewood Drive	2855	77%	
Shady Hills Circle	1526	78%	
Christmas Lake Road	3379	78%	
Maple Leaf Circle	279	78%	
Summit Avenue	825	79%	
Nelsine Drive	433	79%	
Christmas Lane	749	79%	
Covington Road	4951	80%	
Meadowview Road	643	81%	
Kathleen Court	308	81%	

Table 3: Pavement Condition - Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Ayrshire Lane	876	81%	
Valleywood Lane	1352	81%	
Lafayette Avenue	203	81%	
Bracketts Road	1564	82%	
Country Club Road	2356	82%	
McKinley Place	1291	82%	
Riviera Lane	896	82%	
Smithtown Circle	195	82%	
Star Lane	753	82%	
3rd Avenue	475	83%	
Chestnut Court	348	83%	
Valleywood Circle	240	83%	
Shorewood Oaks Drive	2212	83%	
62nd Street West	2910	83%	
Lilac Lane	1086	84%	
Radisson Road	4896	84%	
Burlwood Court	599	84%	
Idlewild Path	648	84%	
Enchanted Point	1293	85%	
Orchard Circle	240	85%	
Seamans Drive	1748	85%	
Echo Road	1957	86%	
Silver Lake Trail	1181	86%	
Oak Leaf Trail	1482	86%	
Maple Street	225	86%	
Whitney Circle	322	86%	
Shady Island Point	449	86%	
Spruce Hill Court	705	87%	
Wild Rose Lane	2326	87%	
Galpin Lake Road	1841	87%	
Near Mountain Blvd	2349	87%	
Sweetwater Curve	4224	87%	
Murray Street	1611	87%	
Mallard Lane	397	87%	
Shady Island Trail	282	88%	
Enchanted Drive	1561	88%	
Sweetwater Circle	512	89%	
Boulder Circle	1125	90%	
Enchanted Lane	3273	91%	
Murray Court	453	91%	
Shady Island Road	1150	91%	
Boulder Bridge Lane	1498	92%	
West Lane	848	92%	

Table 3: Pavement Condition - Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Notes
Glen Road	2378	93%	
Birch Bluff Road	3042	93%	
Alexander Lane	355	93%	
Lee Circle	242	93%	
Boulder Bridge Drive	3008	94%	
Dellwood Lane	621	94%	
Woodside Lane	223	94%	
Shady Island Circle	1084	95%	
Amlee Road	773	95%	
Woodside Road	2835	95%	
Church Road	731	95%	
Enchanted Cove	208	95%	
Sylvan Lane	307	96%	
Peach Circle	502	96%	
Strawberry Court	810	96%	
Manitou Lane	378	98%	
Strawberry Lane	2636	99%	

Table 4: Pavement Condition - Weighted Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Maintenance Effort (3=Low, 1=High)	Street Use (3=Low, 1=High)	Ranking (PC+(30*ME)+(10*SU))	Notes
Rampart Court	164	20%	3	3	140	
Maple Ridge Lane	248	21%	3	3	141	2029 M&O
Anthony Terrace	348	22%	2	3	112	Deephaven
Waterford Circle	420	22%	2	3	112	2027 M&O
Division Street	327	23%	3	3	143	
Lawtonka Drive	522	23%	2	3	113	2027 M&O
Wood Duck Circle	870	24%	3	3	144	2027 M&O
Waterford Court	1934	24%	2	2	104	2027 M&O
Elmridge Circle	299	29%	3	3	149	
Covington Court	188	29%	2	3	119	2029 Project
Elder Turn	361	29%	2	3	119	2029 M&O
Afton Road	987	29%	3	3	149	2029 M&O
Cathcart Drive	2556	29%	2	1	99	2029 M&O
Brynmawr Place	1059	30%	1	3	90	2027 M&O
Pleasant Avenue	481	30%	3	3	150	
Pine Bend	974	30%	1	3	90	2027 M&O
Clover Lane	367	31%	2	3	121	2029 M&O
Grant Street	522	31%	3	3	151	2027 M&O
Saint Albans Bay Circle	370	31%	3	3	151	
McLain Road	425	32%	2	3	122	2029 M&O
Cajed Lane	815	32%	2	2	112	2029 M&O
Marsh Pointe Circle	255	32%	2	3	122	2029 M&O
Vine Street	775	32%	1	2	82	Deephaven
Hillendale Road	926	33%	3	3	153	
Woodend Place	350	34%	1	3	94	2029 M&O
Featherie Bay	364	34%	3	2	144	
Chartwell Hill	885	35%	1	3	95	2027 M&O
Deer Ridge	277	36%	3	3	156	
TH 7 Service Road	4797	37%	1	1	77	2027 M&O
Ivy Lane	688	37%	3	3	157	2029 M&O
Brentridge Drive	2108	37%	1	2	87	2027 M&O
Noble Road	3332	38%	1	2	88	2027 M&O
Beverly Drive	1253	38%	2	3	128	2029 M&O
Waterford Place	2489	39%	2	2	119	2027 M&O
Lake Virginia Drive	1665	39%	3	3	159	2029 M&O
Christopher Road	649	40%	3	3	160	
Vine Hill Road	7570	40%	1	1	80	2029 Project
Lake Linden Court	688	40%	3	3	160	
Stratford Place	811	40%	2	3	130	2029 M&O
Forest Drive	997	41%	2	2	121	2029 M&O
Muirfield Circle	2117	41%	1	2	91	2027 M&O
McKinley Circle	242	42%	3	3	162	
Fatima Place	449	42%	3	3	162	2029 M&O
Wood Drive	1221	42%	3	3	162	

Table 4: Pavement Condition - Weighted Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Maintenance Effort (3=Low, 1=High)	Street Use (3=Low, 1=High)	Ranking (PC+(30*ME)+(10*SU))	Notes
Lakeway Terrace	1191	42%	3	3	162	2029 M&O
Shady Lane	290	43%	3	2	153	
Minnetonka Drive	2018	43%	2	2	123	2029 M&O
Vine Ridge Road	2145	43%	1	2	93	2027 M&O
Glencoe Road	1101	44%	3	3	164	
Shore Road	785	44%	3	3	164	
Merry Lane	840	44%	2	3	134	
Apple Road	1754	45%	2	1	115	
Club Lane	633	45%	3	3	165	
Suburban Drive	2583	46%	2	2	126	2029 M&O
Timber Lane	1744	47%	3	3	167	2027 M&O
Kelsey Drive	419	48%	3	3	168	
McKinley Court	869	48%	3	3	168	
Sunnyvale Lane	658	48%	3	3	168	
Mary Lake Trail	1018	49%	3	3	169	
Wooden Cleek Drive	643	50%	3	2	160	
Minnetonka Boulevard	3763	50%	1	1	90	Deephaven
Bayswater Road	1434	52%	1	3	112	2029 M&O
Ferncroft Drive	1219	52%	3	3	172	2029 M&O
Parkview Lane	422	52%	3	3	172	
Knightsbridge Road	1875	53%	2	2	133	2029 M&O
Gillette Curve	680	53%	3	3	173	
Cardinal Drive	750	53%	3	2	163	
Elbert Point	365	55%	3	3	175	
Shady Hills Road	1847	56%	2	2	136	
Wiltsey Lane	502	56%	3	3	176	
Rustic Way	1625	58%	2	2	138	2029 M&O
Charleston Circle	646	58%	3	3	178	
Brassie Circle	186	59%	3	3	179	
Club Valley Road	2405	59%	3	2	169	
Maple View Court	611	59%	2	3	149	
Star Circle	179	59%	3	3	179	
Fairway Drive	763	62%	3	3	182	
Edgewood Road	3781	62%	3	1	162	
Saint Albans Bay Road	4389	63%	2	2	143	2027 M&O
Chaska Road	2444	63%	3	2	173	
Lake Linden Drive	2342	63%	3	1	163	
Smithtown Lane	491	64%	3	3	184	
Marsh Pointe Drive	2280	64%	2	2	144	2029 M&O
Smithtown Way	854	65%	3	3	185	
Blue Ridge Lane	897	66%	3	3	186	
Niblick Alcove	507	66%	3	3	186	
Tee Trail	396	67%	3	3	187	
Park Lane	1531	68%	3	2	178	

Table 4: Pavement Condition - Weighted Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Maintenance Effort (3=Low, 1=High)	Street Use (3=Low, 1=High)	Ranking (PC+(30*ME)+(10*SU))	Notes
Bentgrass Way	3250	68%	3	3	188	
Mann Lane	644	68%	3	2	178	
Arbor Creek Lane	442	68%	3	3	188	
Shorewood Lane	863	68%	3	3	188	
Marsh Pointe Court	388	69%	2	3	159	2029 M&O
Eureka Road	5960	69%	3	1	169	
Park Street	1181	70%	3	3	190	
Murray Hill Road	546	70%	3	3	190	
Oak Ridge Circle	494	70%	3	3	190	
Yellowstone Trail	6399	71%	3	1	171	
Radisson Entrance	678	71%	3	3	191	
Manor Road	4273	72%	1	1	112	Greenwood
Chestnut Terrace	197	72%	3	3	192	
Mayflower Road	1096	72%	3	2	182	
Sweetwater Court	175	72%	3	3	192	
Prestwick Court	1203	73%	3	3	193	
Old Market Road	2779	73%	3	1	173	
Harding Avenue	288	74%	3	3	194	
Smithtown Road	13705	74%	2	1	144	2031 M&O
Sierra Circle	548	75%	3	3	195	
Excelsior Boulevard	4809	75%	3	1	175	
Grant Lorenz Road	3028	75%	3	1	175	
Howards Point Road	5440	75%	3	1	175	
Teal Circle	256	75%	3	3	195	
Mill Street	2452	76%	3	1	176	
Oakview Court	422	76%	3	3	196	
Brand Circle	387	76%	3	3	196	
Harding Lane	707	76%	3	3	196	
Virginia Cove	825	77%	3	3	197	
Academy Avenue	774	77%	3	2	187	
Garden Road	1220	77%	3	3	197	
Wedgewood Drive	2855	77%	3	2	187	
Shady Hills Circle	1526	78%	3	3	198	
Christmas Lake Road	3379	78%	3	3	198	
Maple Leaf Circle	279	78%	3	3	198	
Summit Avenue	825	79%	3	3	199	
Nelsine Drive	433	79%	2	3	169	
Christmas Lane	749	79%	3	3	199	
Covington Road	4951	80%	3	1	180	
Meadowview Road	643	81%	3	3	201	
Kathleen Court	308	81%	3	3	201	
Ayrshire Lane	876	81%	3	2	191	
Valleywood Lane	1352	81%	3	3	201	
Lafayette Avenue	203	81%	3	3	201	

Table 4: Pavement Condition - Weighted Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Maintenance Effort (3=Low, 1=High)	Street Use (3=Low, 1=High)	Ranking (PC+(30*ME)+(10*SU))	Notes
Bracketts Road	1564	82%	3	3	202	
Country Club Road	2356	82%	3	1	182	
McKinley Place	1291	82%	3	3	202	
Riviera Lane	896	82%	3	3	202	
Smithtown Circle	195	82%	3	3	202	
Star Lane	753	82%	3	3	202	
3rd Avenue	475	83%	3	1	183	
Chestnut Court	348	83%	3	3	203	
Valleywood Circle	240	83%	3	3	203	
Shorewood Oaks Drive	2212	83%	3	2	193	
62nd Street West	2910	83%	3	1	183	
Lilac Lane	1086	84%	3	3	204	
Radisson Road	4896	84%	3	1	184	
Burlwood Court	599	84%	3	3	204	
Idlewild Path	648	84%	3	3	204	
Enchanted Point	1293	85%	3	3	205	
Orchard Circle	240	85%	3	3	205	
Seamans Drive	1748	85%	3	2	195	
Echo Road	1957	86%	3	2	196	
Silver Lake Trail	1181	86%	3	2	196	
Oak Leaf Trail	1482	86%	3	3	206	
Maple Street	225	86%	3	3	206	
Whitney Circle	322	86%	3	3	206	
Shady Island Point	449	86%	3	3	206	
Spruce Hill Court	705	87%	3	3	207	
Wild Rose Lane	2326	87%	3	2	197	
Galpin Lake Road	1841	87%	3	1	187	
Near Mountain Blvd	2349	87%	3	2	197	
Sweetwater Curve	4224	87%	3	2	197	
Murray Street	1611	87%	3	2	197	
Mallard Lane	397	87%	3	3	207	
Shady Island Trail	282	88%	3	3	208	
Enchanted Drive	1561	88%	3	3	208	
Sweetwater Circle	512	89%	3	3	209	
Boulder Circle	1125	90%	3	3	210	
Enchanted Lane	3273	91%	3	3	211	
Murray Court	453	91%	3	3	211	
Shady Island Road	1150	91%	3	3	211	
Boulder Bridge Lane	1498	92%	3	3	212	
West Lane	848	92%	3	3	212	
Glen Road	2378	93%	3	2	203	
Birch Bluff Road	3042	93%	3	1	193	
Alexander Lane	355	93%	3	3	213	
Lee Circle	242	93%	3	3	213	

Table 4: Pavement Condition - Weighted Ranking Order

Road Name	Length (feet)	Pavement Condition (Vaisala)	Maintenance Effort (3=Low, 1=High)	Street Use (3=Low, 1=High)	Ranking (PC+(30*ME)+(10*SU))	Notes
Boulder Bridge Drive	3008	94%	3	2	204	
Dellwood Lane	621	94%	3	3	214	
Woodside Lane	223	94%	3	3	214	
Shady Island Circle	1084	95%	3	3	215	
Amlee Road	773	95%	3	3	215	
Woodside Road	2835	95%	3	2	205	
Church Road	731	95%	3	3	215	
Enchanted Cove	208	95%	3	3	215	
Sylvan Lane	307	96%	3	3	216	
Peach Circle	502	96%	3	3	216	
Strawberry Court	810	96%	3	3	216	
Manitou Lane	378	98%	3	3	218	
Strawberry Lane	2636	99%	3	1	199	

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

RESOLUTION 26-45

**A RESOLUTION TO APPROVE THE UPDATED PAVEMENT MANAGEMENT PLAN AND IMPLEMENT ITS
RECOMMENDATIONS INTO FUTURE BUDGETS AND CAPITAL IMPROVEMENT PLANNING**

WHEREAS, the City of Shorewood ("City") has updated the Pavement Management Plan that takes into consideration pavement condition, current maintenance efforts, and roadway usage; and

WHEREAS, the Pavement Management Plan provides pavement maintenance recommendations based on data driven decisions to extend the useful life of the roadways in a cost effective manner; and

WHEREAS, the Pavement Management Plan is a living document that is planned to be updated annually or bi-annually and that the recommendations from the Pavement Management Plan shall be used in establishing budgets and capital improvement planning; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SHOREWOOD, MINNESOTA that the Council hereby approves the updated Pavement Management Plan dated July 22, 2026 and will utilize its recommendations in future budgets and capital improvement planning.

Adopted by the City Council of Shorewood, Minnesota this 27th day of July 2026.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk



City Council Item 4.D.

Title/Subject: Pavement Sealing Contract
Meeting Date: July 27, 2026
Prepared By: Matt Morreim, Public Works Director

Attachments

1. 2026 Pavement Sealing-Bid Tab
2. 2026 Pavement Sealing-Quote Package
3. Resolution 26-43

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 asphalt maintenance product is pavement rejuvenators. There are many pavement rejuvenator products. These products penetrate the existing asphalt and help reduce oxidization and aging of the pavement surface, therefore resulting in less cracking. Additionally, the clear material allows crews to apply 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, recently completed analysis of bio based clear sealers and petroleum based black sealers and published a [report](#).

The city has used a product called Replay which is produced by BioSpan Technologies, Inc over the past couple of years. The cost per square yard for Replay was \$2.47 in 2025. Staff are proposing to switch to the product Reclamite by Pavement Technology, Inc. based on the performance results of maltene based products (Reclamite), the wide usage of the Reclamite product in the Twin Cities area and the reduced cost. Additionally, the Replay product had side effects after application with an persistent odor and slippery surface. Those side effects are not

expected with the Reclamite product.

Quotes for the 2026 Pavement Seal project were solicited and were received on July 17, 2026. One quote was received by Corrective Asphalt Materials out of Lakeville, MN as they are the only certified installer of Reclamite in Minnesota. The quote was \$67,783.20. The unit price for installation of this product is \$1.20 per square yard 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 \$67,783.20 to the low quote, Corrective Asphalt Materials out of Lakeville, MN.

Strategic Alignment

Functionally & Financially Sound Infrastructure

- Define standards and goals for infrastructure development
- Plans to finance infrastructure improvements, maintenance, and replacement

Budget Impact

The project is to be funded from the Street Reconstruction Fund (403) item LR-99-099 where adequate funding remains out of the \$315,000 has been budgeted.

Action Requested

Motion to approve resolution 26-43 accepting the quote for the 2026 Pavement Sealing Project and awarding the project to Corrective Asphalt Materials.

Simple majority vote is required.



City of Shorewood

Project Quote Tabulation

2026 PAVEMENT SEALING

Soliciting agent: Bolton & Menk, Inc.
Contact: Andrew Budde, P.E.
Quote Date: 7/17/2026 5:00 PM CDT

Firm	Total Bid
Corrective Asphalt Materials, LLC	\$67,783.20

Engineer's Opinion of Cost	\$72,607.50
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I hereby certify that this is a true and correct tabulation of the quotes received on July 17, 2026 for the 2026 Pavement Sealing, City Project 26-02.

Andrew Budde, P.E., City Engineer

Sandie Thone, City Clerk

**City of Shorewood
2026 Pavement Sealing**

Table of Contents

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
2026 Pavement Sealing**

THIS AGREEMENT is made this ____ day of ____, 2026 ("Effective Date") by and between

(Contractor Name & Address)

("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 Bradley J. Borgen, 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.

(CONTRACTOR NAME):

By: _____

Name: _____

Title: _____

CITY OF SHOREWOOD, MN:

By: _____
_____, Mayor

By: _____
Name, title

EXHIBIT A
PROJECT SUMMARY & SCOPE OF WORK

1. This work consists of the application of a maltene based restorative seal to newly constructed bituminous pavements including all cleanup and traffic control associated with the work. **Only maltene based products will be allowed, no substitutions will be approved by the Engineer.** All work is proposed to occur along City streets under traffic. Once work has commenced, the Contractor shall continuously pursue completion until all work is complete.
2. The location of the work shall be as delineated on the project map.
3. **Only maltene based products will be allowed, no substitutions will be approved by the Engineer.** Submit product information with the bid.
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 7:00 AM to 7:00 PM Monday – Friday.
6. All work shall be complete by September 30, 2026.
7. Traffic control shall be in accordance with most current edition of the MMUTCD.

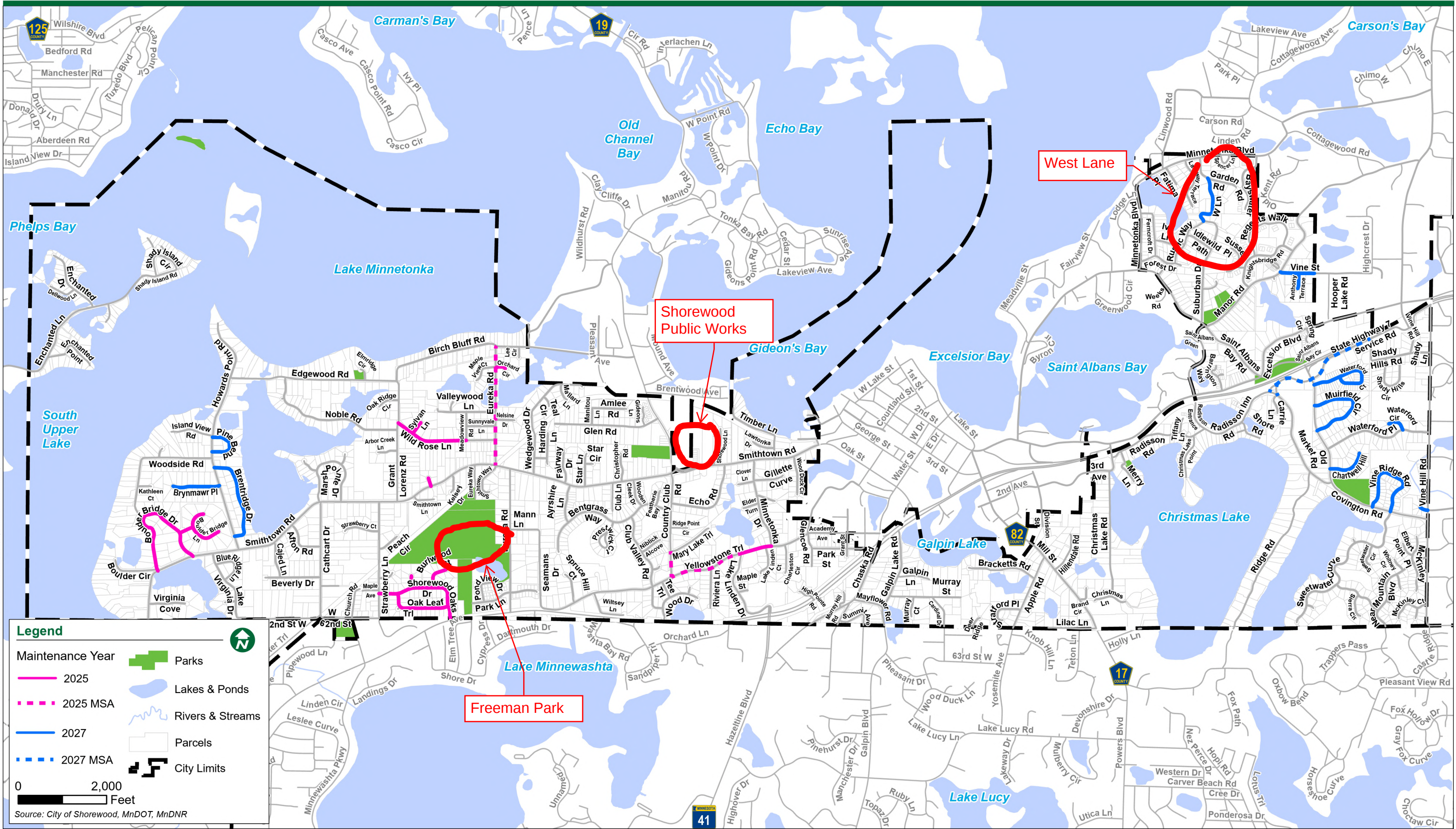


EXHIBIT B PLANS AND SPECIFICATIONS

2021 MOBILIZATION

The provisions of MnDOT 2021 are modified and/or supplemented as follows:

2021.5 BASIS OF PAYMENT

The Contractor shall assume multiple mobilizations (incidental) for the Work.

Payment will be made in accordance with MnDOT Table 2021.5-1:

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>
2021.501	MOBILIZATION	LS

2355 (S-1) EMULSIFIED MALTENE-BASED REJUVENATOR

Add the following to MnDOT 2355:

2355.1 DESCRIPTION

This work shall consist of furnishing all labor, material, and equipment necessary to perform the operations for the application of an Emulsified Maltene-Based Asphalt Rejuvenating Agent to bituminous asphaltic surface courses. The rejuvenation of surface courses shall be by spray application of a cationic Maltene-Based Rejuvenating Agent composed of petroleum oils and resins emulsified with water. The base used for the emulsion shall be a naphthenic base stock.

2360.2 MATERIALS

A. PRECONSTRUCTION SUBMITTALS

If requested, the Contractor shall present the following to the Engineer prior to starting work:

- a. Asphalt Rejuvenator product name and descriptive literature. Literature shall be descriptive and detailed information and shall show it at least meets the material specifications.
- b. A current Material Safety Data Sheet (SDS) for the material showing Current CAS#'s.
- c. The manufacturer's certification that the material proposed for use is in compliance with these specification requirements.
- d. Previous use documentation and test data conclusively demonstrating that the rejuvenating agent has been used successfully for a period of 5 years by government agencies such as Cities, Counties, or DOT's.
- e. Testing data from a minimum of five projects showing that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing by an independent testing laboratory as to the required change in the asphalt binder viscosity and penetration number.
- f. Minimum of 2 physical test spots throughout state showing the products physical performance. Treatment shall be a minimum of 2 years in age showing significant surface mending, healing, and preservation qualities as compared to the adjacent control section constructed from the same asphalt mat. Detailed pictures shall be submitted with bid outlining age, location, and clear delineation between the treated and untreated section.
- g. Written Experience outline of the project superintendent.
- h. Samples of materials, laboratory reports, and equipment calibration reports.

B. MATERIAL SPECIFICATIONS

The emulsion shall be a naphthenic petroleum maltene-based rejuvenating agent composed of four petroleum maltene components (listed below) uniformly emulsified with water. Each bidder must submit with his bid a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

SPECIFICATIONS					
Tests	Test Method		Requirements		
	ASTM	AASHTO	Min.	Max.	
Tests on Emulsion:					
Viscosity @ 25°C, SFS	D-244	T-59	15	40	
Residue, % W ¹		D-244 (Mod.)	T-59 (Mod)	60	65
Miscibility Test ²		D-244 (Mod.)	T-59 (Mod)	No Coagulation	
Sieve Test, %W ³		D-244 (Mod.)	T-59 (Mod)	-	0.1
Particle Charge Test	D-244	T-59	Positive		
Percent Light Transmittance ⁴ GB		GB	-	30	
Tests on Residue from Distillation:					
Flash Point, COC, °C	D-92	T-48	196	-	
Viscosity @ 60°C, cSt	D-445	-	100	200	
Asphaltenes, %w		D-2006-70	-	-	1.00
Maltene Dist. Ratio		D-2006-70	-	0.3	0.6
$\frac{PC + A_1}{S + A_2}$					
PC/S Ratio ⁵		D-2006-70	-	0.5	-
Saturated Hydrocarbons, S ⁵		D-2006-70	-	21	28

¹ ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149 C (300 F) until foaming ceases, then cool immediately and calculate results.

² Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

³ Test procedures identical with ASTM D-244-60 except that distilled water shall be used in place of two percent sodium oleate solution.

⁴ Test procedure is attached.

⁵ Chemical composition by ASTM Method D-2006-70:

PC = Polar Compounds, A₁ = First Acidaffins
A₂ = Second Acidaffins, S = Saturated Hydrocarbons

C. MATERIAL PERFORMANCE

The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface and perform as follows:

The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties of said asphalt binder (i.e. viscosity shall be reduced by petroleum maltene fraction replacement method to the following extent).

- For pavements receiving the first or original application of rejuvenating agent the viscosity shall be reduced by a minimum of thirty-five, (35%) percent as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05.
- For retreated pavements after an initial treatment with the asphalt rejuvenator the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) as determined by dynamic shear rheometer (DSR) method for testing in accord with AASHTO T315-05.

- c. In addition, the phase angle shall be increased. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper three eighths inch (3/8") of pavement. The treated areas shall be sealed in-depth to the intrusion of air and water.

When directed by the Engineer, the Contractor shall have the following additional testing performed at the cost of the owner. The extracted asphalt binder taken from the treated and untreated cores shall be further tested per ASTM D-2006-70 Rostler Analysis. The results of this testing shall indicate a decrease in the maltene distribution ratio & percent asphaltene content for the treated samples as compared to the untreated samples.

D. PRODUCT STANDARDS

The product "Reclamite"® produced by Tricor Refining, LLC is the standard for the naphthenic emulsified petroleum maltene-based asphalt rejuvenating agent requirements and the prices quoted on the Bid Sheet Base Bid shall be for one of these standards. Bidders may offer an ALTERNATE to the standard specification. ALTERNATE products are subject to a 2-year testing pilot free of charge to the agency. Testing of the product must be completed before ALTERNATE can be considered.

E. REJUVENATOR PRODUCT SAMPLING

The Engineer will take samples of the rejuvenation product proposed for use upon delivery of each shipment in accordance with ASTM D140 and store in accordance with the MSDS, Section VII for a period of at least six months after payment. Testing, as necessary, will be accomplished by the Engineer to verify information provided by the MSDS information.

2360.3 CONSTRUCTION REQUIREMENTS

A. APPLICATOR EXPERIENCE

The asphalt rejuvenating agent shall be applied by an experienced applicator of such material. The bidder shall have a minimum of 5 years' experience in applying the product or similar products proposed for use on municipal streets. The Contractor must submit with his bid a list of five (5) projects on which he applied said rejuvenator or similar products. He shall indicate the project dates, number of square yards treated in each and the name and phone number of the manager in charge of each project.

A project superintendent knowledgeable and experienced in application of the asphalt rejuvenating agent must be present and in control of each day's work. The bidder shall submit at the preconstruction meeting a written experience outline of the project superintendent.

B. APPLICATION TEMPERATURE AND WEATHER LIMITATIONS

The temperature of the asphalt rejuvenation emulsion at the time of application shall be as recommended by the manufacturer. The asphalt rejuvenating agent shall be applied only when the existing surface to be treated is thoroughly dry. The asphalt rejuvenating agent shall not be applied when the ambient temperature is below 40 degrees Fahrenheit or when temperatures are forecasted to fall below 35 degrees Fahrenheit within twenty-four (24) hours of application. It shall be the discretion of the Engineer to determine when weather conditions are not appropriate for the application to occur. Contractor shall halt the application process when so ordered by the Engineer.

C. HANDLING OF THE ASPHALT REJUVENATING AGENT

Contents in tank cars or storage tanks shall be circulated at least forty-five minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor

with enough force to cause agitation and thorough mixing of the two (2) materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor which shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to inspection and the Contractor shall halt the application process when so ordered by the Engineer.

D. APPLICATION EQUIPMENT

The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.05 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed five (5) percent of the specified rate. Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank. A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer. The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1 to 4 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as to not broadcast sand onto driveways or tree lawns. Any equipment which is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

E. APPLICATION OF REJUVENATING AGENT

The asphalt rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution.

The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by a hand sprayer application.

Application of the asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the nozzle nearest the center of the road shall overlap the previous by at least one-half the width of the nozzle spray. In any event the construction joint of the pavement shall be treated in both passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of 60% rejuvenating agent and 40% water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.05 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and approval is granted for additional applications by the Engineer.

Grades or super elevations of surfaces that may cause excessive runoff in the opinion of the Engineer shall have the required amounts applied in two (2) or more applications as directed. Said treatment shall be uniformly applied by a method acceptable to the Engineer.

Care should be taken during all rejuvenator applications to not get excessive material on the curb and gutter. Additional cleaning may be required if this occurs at the contractor's expense.

After the rejuvenating emulsion has penetrated, a coating of sand shall be applied to the surface in sufficient amount to protect the traveling public as required by the Engineer.

The Contractor shall furnish a quality inspection report showing the source and manufacturer of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

F. FIELD TESTING

If required by the Owner, viscosity and penetration testing shall be done on three different streets during the application process. Testing shall be coordinated with the owner and shall be completed by the Contractor at the cost of the Contractor. Four (4) cores shall be taken at each location prior to and approximately 15-60 days following the application of the maltene-based asphalt rejuvenator. Core locations will be determined by the Engineer and core holes shall be filled with approved mix. The top three-eighths (3/8) inch of each core shall be removed, and the asphalt extracted and recovered using California Test Method 365 (CTM 365).

The viscosities of the recovered asphalt binder shall be determined using the Dynamic Shear Rheometer (DSR) in accordance with AASHTO T315-05. The results from the pre-treatment and the post-treatment cores from each street shall be compared and the present change in each calculated. The average value of the pre-treatment results and the post treatment results will be used to determine the final Viscosity and phase angle.

No compensation will be made for material not meeting specifications. Test indicating failure to meet the specifications may result in additional tests being required on other streets. No additional compensation will be made for additional testing. Testing shall be performed by an independent third-party testing laboratory that has experience with the specified test methods and equipment.

The owner reserves the right to extract treated cores 1-2 year after rejuvenator application. Viscosity values shall be determined using AASHTO T315-05 and compared to the original untreated values.

G. SPREADING SAND OR SCREENINGS

The Contractor will furnish and apply sand or lime screenings. The contractor shall furnish all equipment, tools, labor and incidentals necessary to perform the sanding operation in accordance with this contract.

Spreading shall consist of applying free flowing sharp sand, FA2 or limestone screenings to insure even distribution of the sand or screenings to be worked into any voids in the pavement surface as directed by customer representative. A twin spinner, rubber belt feed system aggregate distributor shall be used for uniform application. The aggregate distributor shall apply sand or screenings at a rate of 1-4 pounds per square yard.

Aggregate distributor must be able to carry enough aggregate to cover an applied load of the rejuvenating agent, at least (9) nine tons. Repeated sanding may be required on some areas of pavement and Contractor must be available on an as needed basis to provide the required sanding.

H. STREET SWEEPING

The Contractor shall be responsible for sweeping and cleaning of the streets prior to and after treatment.

Prior to treatment, the street will be cleaned of all standing water, dirt, leaves, foreign materials, etc. This work shall be accomplished by hand brooming, power blowing, or other methods approved by the Engineer. If hand cleaning is not sufficient, then a self-propelled street sweeper shall be used.

All sand used during the treatment must be removed no later than forty-eight (48) hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned and free of any material that would interfere with the treatment.

All debris generated by sweeping shall be picked up and disposed of by the contractor.

Street sweeping shall be included in the price bid per square yard for asphalt rejuvenating agent. If after sand is swept and it is determined that a hazardous condition exists on the roadway, the Contractor must apply additional sand and sweep no later than twenty-four (24) hours following reapplication. No additional compensation will be allowed for reapplications and removal of sand.

I. RESIDENT NOTIFICATION

The Contractor shall distribute a typed notice to all residences and businesses on the streets to be treated. The notice will be delivered no less than 24 hours prior to the treatment of the road or as required by the Engineer. The notice will have a phone number that residents may call to ask questions of the Contractor. The contractor shall also place the notice on the windshield of any parked cars on the street.

The Contractor shall ban parking within the construction limits. All necessary signing is the responsibility of the Contractor and shall be installed, as directed by the Engineer, at least 48 hours prior to the parking ban. The Contractor shall remove that signing as soon as the work in the area has been completed.

2355.4 METHOD OF MEASUREMENT

Asphalt rejuvenating agent shall be measured by the square yard of material in place and will be paid for at the contract unit price for Emulsified Maltene-Based Asphalt Rejuvenating Agent per square yard. Prices shall be full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified and required.

2355.5 BASIS OF PAYMENT

Payment will be made based on the following schedule:

ITEM NO.	ITEM	UNIT
2355.604	EMULSIFIED MALTENE-BASED ASPHALT REJUVENATING AGENT	SY

2563 TEMPORARY TRAFFIC MANAGEMENT

2563.1 DESCRIPTION

Furnish, install, maintain, and remove all traffic control devices required to provide safe movement of traffic and pedestrians through the Project at all times from commencement of the Work until project acceptance. Do not close streets or pedestrian facilities, except as authorized. The Engineer may modify the requirements for traffic control as deemed necessary.

All temporary traffic management must conform to and be installed in accordance with:

- the “Minnesota Manual on Uniform Traffic Control Devices” (MN MUTCD);
- the “Minnesota Temporary Traffic Control Field Manual” (Field Manual);
- the “Speed Limits in Work Zone Guidelines”;
- the “Minnesota Flagging Handbook”;
- the “MnDOT Standard Signs and Markings Manual”;
- the Plan; and

- all applicable standard Specifications and Special Provisions.

Manuals listed above may be found at: <http://www.dot.state.mn.us/trafficeng/publ/index.html>.

2563.3 CONSTRUCTION REQUIREMENTS

A. Traffic Control Plan, Maintenance, and Inspection

Submit a proposed traffic control plan to the Engineer for acceptance, at least seven days before implementation.

The Contractor shall schedule his operations and carry out the work in a manner to cause the least disturbance and/or interference with the normal flow of traffic over the areas to be treated. Traffic and access to adjacent properties must be maintained at all times which may require the Contractor to apply asphalt rejuvenating agent to one (1) lane at a time. Traffic shall be maintained in the untreated lane until the traffic may be switched to the completed lane.

Treated portions of the pavement surfaces shall be kept closed and free from traffic until penetration has become complete and the area is suitable for traffic. Cure time shall be no longer than 90 minutes.

The Contractor shall place temporary "No Parking" signs on the streets that are to be treated each day. These signs shall be placed a minimum of 48 hours prior to the scheduled treatment and removed after the treatment is complete. The Contractor shall notify the Engineer at least 48 hours prior to posting any parking ban within the city.

2563.4 METHOD OF MEASUREMENT

All traffic control required to complete the project as shown in the Plans and as specified will be made as a lump sum payment under item 2563.601 (Traffic Control). Payment includes all costs associated with furnishing, installing, maintaining, relocating and subsequently removing traffic control devices (including flaggers) as required. No additional measurement for payment will be made for individual activities and devices that constitute Traffic Control, except for other traffic control Bid items specifically listed on the Bid Form.

If the Contractor fails to properly provide, install, maintain, or remove any of the required traffic control devices, the Owner may correct the deficiency and deduct the costs from any moneys due or becoming due to the Contractor in accordance with the General Conditions.

2563.5 BASIS OF PAYMENT

<u>ITEM NO.</u>	<u>ITEM</u>	<u>UNIT</u>
2563.601	TRAFFIC CONTROL	LS

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.

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)

EXHIBIT D
QUOTE FORM

QUOTE FORM
2026 PAVEMENT SEALING
CITY OF SHOREWOOD

Contractor Name: _____

CONTRACTOR agrees to perform all of the work described in the CONTRACT DOCUMENTS for the following unit prices:
NOTE: QUOTES shall include sales tax and applicable taxes and fees.
CONTRACTOR 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	EMULSIFIED MALTENE-BASED ASPHALT REJUVENATING AGENT	56,486	SY	_____	_____
TOTAL QUOTE:					=====

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;* |

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City of Shorewood – 2025 Pavement Sealing

RESPONSIBLE CONTRACTOR VERIFICATION AND
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(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.

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City of Shorewood – 2025 Pavement Sealing

RESPONSIBLE CONTRACTOR VERIFICATION AND
CERTIFICATION OF COMPLIANCE

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******

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City of Shorewood – 2025 Pavement Sealing

RESPONSIBLE CONTRACTOR VERIFICATION AND
CERTIFICATION OF COMPLIANCE

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

RESOLUTION 26-43

A RESOLUTION APPROVING 2026 PAVEMENT SEALING QUOTES

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 2026 Pavement Sealing project and received one quote. The one quote was from Corrective Asphalt Materials out of Lakeville, MN in the amount of \$67,783.20 and is the only certified installer for Reclamite in the areas as manufactured by Pavement Technology, Inc.; and

WHEREAS, the project is included in the 2026 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 2026 Pavement Sealing Project to Corrective Asphalt Materials in the amount of \$67,783.20 and authorizes staff and the Mayor to execute the project contract.

Adopted by the City Council of Shorewood, Minnesota this 27th day of July 2026.

Jennifer Labadie, Mayor

Attest:

Sandie Thone, City Clerk