

AGENDA
Regular Meeting of Lake Shore City Council
Monday, November 24, 2025
6:00 PM Lake Shore City Hall

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- City Council Meeting of October 27, 2025 (*Council Action: Approve or Disapprove as presented*)

REPORTS

Police/Fire Report – Chief Mike Heldt

- Incident Report
- October Fire Report

Mayor's Report– Andy Stewart

Clerk/Treasurer's Report – Kathy Johansen

- Financials (*Council Action: Approve or Disapprove as presented*)
- Pay Bills (*Council Action: Approve or Disapprove as presented*)

Clerk/Administrator – Laura Fussy

- Holiday Schedule (*Council Action: Approve or Disapprove as presented*)
- 2026 City Council Dates/Holiday Closure Schedule (*Council Action: Approve or Disapprove as presented*)

Planning Commission – Darcy Peterson

- Appeal of Variance – Smith, Michael (*Council Action: Affirm or Reverse Planning Commission Decision*)
- Ordinance 02-2025 – Regulating Cannabis Businesses (*Council Action: Approve or Disapprove as presented*)
- Ordinance 03-2025 – Amending City Zoning Ordinance (*Council Action: Approve or Disapprove as presented*)
- 2026 Planning Commission Calendar/Proposed Fee Schedule
- October Permit Summary

Wastewater/Road Committee – Wayne Anderson

- Pebble Beach Road Update
- Proposal for 2026 Road Improvement Projects (*Council Action: Approve or Disapprove as presented*)
- Wastewater Monthly Report & October Minutes

Park and Recreation Committee – Henry Cote

Trail 77

- Recommendation for Award – Gull Lake Trail Phase 4A Boardwalk Procurement (*Council Action: Approve or Disapprove as presented*)

Personnel – Andy Stewart/Wayne Anderson/Darcy Peterson

- Mike Heldt, Police Chief – 6 Month Review and Recommendation (*Council Action: Approve or Disapprove as presented*)

City Attorney – Gammello - Pearson – Tom Pearson

City Engineer – Widseth – Dave Reese/Alex Bitter

OLD BUSINESS

NEW BUSINESS

- Resolution 2025-11-01 – SS4A Grant-Funded Brainerd Lakes Area Vulnerable Users Plan (*Council Action: Approve or Disapprove as presented*)

ANNOUNCEMENTS/PUBLIC FORUM

ADJOURNMENT

MINUTES
Regular Meeting of Lake Shore City Council
Monday, October 27, 2025
6:00 PM Lake Shore City Hall

Mayor Andrew Stewart called the October 27, 2025, Regular City Council meeting to order at 6:00 p.m. The Pledge of Allegiance was recited.

Attendance: Mayor Andy Stewart; Council Members: Henry Cote, Vern Gevik, Wayne Anderson and Darcy Peterson; City Attorney Tom Pearson; City Engineer Alex Bitter; City Clerk/Administrator Laura Fussy; Police Chief Mike Heldt; and Deputy Clerk Kathy Johansen were present. The audience included Rick Steer and Kurt Hunstiger. A quorum was present, and the City Council was competent to conduct business.

APPROVAL OF MINUTES

MOTION BY DARCY PETERSON AND SECONDED BY HENRY COTE TO APPROVE THE SEPTEMBER 22, 2025, REGULAR CITY COUNCIL MEETING MINUTES AS PRESENTED. MOTION PASSED.

REPORTS

Police Report – Police Chief Mike Heldt

Incident Report – In September 2025 there were 73 incidents in the city. There were 44 traffic-related incidents and 29 were miscellaneous department activity.

September Fire Report – The Nisswa Fire Department included the September fire report.

Mayor's Report – Andy Stewart shared that he'd met with property owners, Mark Maki and Ron Faust, earlier in the day regarding their complaint about a patio being built without a permit. Mayor Stewart assured the property owners that no formal permit would be issued to Travis Roberts until a stormwater plan had been put into place.

Clerk/Treasurer's Report – Kathy Johansen

Financials – MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE THE SEPTEMBER FINANCIALS AS PRESENTED (CLAIM NUMBERS 43002 THRU 43079 AND NON-CHECK CLAIMS ON THE ATTACHED REPORT – TOTAL \$213,867.08). MOTION PASSED.

Pay Bills – MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO PAY THE BILLS AS SUBMITTED (CLAIM NUMBERS 43056 THRU 43127; AND CLAIMS 1595 THRU 1608 – TOTAL – \$236,108.35). MOTION PASSED.

City Clerk/Administrator – Laura Fussy shared receipt of a letter from Cass County thanking the City for hosting the August meeting.

Planning & Zoning Committee – Darcy Peterson

September Minutes and Permit Summary – Darcy included the September Minutes and Permit Summary for review.

Wastewater/Road Committee – Wayne Anderson

Final Payment – Ideal Construction – 2025 Street Improvements – Alex Bitter presented the final pay estimate and stated the project looks good with a couple of areas to be touched up in the spring. Alex commended the work and responsiveness provided by the contractor and recommended submitting the final payment. Alex Bitter mentioned that he is verifying all closeout documents so the motion would need to be contingent upon the receipt of the final closeout documents.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE FINAL PAYMENT FROM IDEAL CONSTRUCTION IN THE AMOUNT OF \$13,948.41 FOR COMPLETION OF THE 2025 STREET IMPROVEMENTS CONTINGENT UPON RECEIVING THE FINAL CLOSEOUT DOCUMENTS. MOTION PASSED.

Wastewater Monthly Report – Pequot Lakes – The operations report for October was included for review.

September Minutes – The September Minutes were included for review.

Park and Recreation Committee – Henry Cote had nothing to report.

Trail 77 – Mayor Stewart stated the agreement has been signed and the bids for the boardwalk portion are being prepared.

Alex Bitter stated the best value procurement bid is being put together to get the materials and it should be out for bid in November. It takes six months from ordering the materials to completing the build of those materials. Alex stated the goal is that it needs to be constructed in March or April.

Discussion continued regarding the probability of the build in the spring, what types of material will be used in the project, and bidding on construction of the boardwalk portion and the remaining portion.

Personnel – Andy Stewart/Wayne Anderson/Darcy Peterson – There was no personnel business.

City Attorney – Gammello - Pearson – Tom Pearson had nothing to report.

City Engineer – Widseth – Alex Bitter shared that comments came back from MNDOT on the bridge project. Pebble Beach was discussed at the last Road/Wastewater meeting and Alex apologized for missing the onsite meeting today and stated another meeting will be lined up soon.

OLD BUSINESS – There was no old business.

NEW BUSINESS –

Resolution 2025-10-01 – Enforcement of Land Use Zoning Ordinance

Laura Fussy stated Resolution 2025-10-01 has been updated from last month's suggestions which included wording changed to read 'Policy' and addition of a short term rental disclosure.

MOTION BY WAYNE ANDERSON AND SECONDED BY DARCY PETERSON TO ADOPT RESOLUTION 2025-10-01 ENFORCEMENT OF LAND USE ZONING ORDINANCE AS PRESENTED. MOTION PASSED.

Resolution 2025-10-02 – Increasing the Sewer Rate

Laura Fussy presented Resolution 2025-10-02 to increase the quarterly rate per ERC by \$8.00 making the current charge of \$161.00 increase to \$169.00 per quarter. Laura shared that public notice of the increase will be in the fall newsletter.

MOTION BY DARCY PETERSON AND SECONDED BY HENRY COTE TO APPROVE RESOLUTION 2025-10-02 INCREASING THE SEWER RATE. MOTION PASSED.

ANNOUNCEMENTS/PUBLIC FORUM –

Kurt Hunstiger requested the City Council Packet be added to the website for public viewing.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO ADJOURN THE OCTOBER 27, 2025, REGULAR CITY COUNCIL MEETING AT 6:22 PM. MOTION PASSED.

Transcribed by Kathy Johansen
Lake Shore Deputy Clerk

Lake Shore Police Department
Monthly Activity Report

October 2025

36 Traffic Related Incidents:

Traffic Warnings:	31
Traffic Citations:	2
Roadway Hazard:	2
MV accidents:	1

45 Misc Calls for Service:

Alarms:	10
Suspicious activity:	7
Theft:	1
Property damage:	2
Harassment:	1
Property watch:	11
Medicals:	7
Animal complaint:	1
General information:	5

Total Incidents: 81

Nisswa Fire Department Report

October 2025

Training for this month included search and rescue taught by Fire Inc. We hosted this training with Mission Fire Department in Merrifield within a multi-level home. During this training a smoke machine is used to simulate real fire environment/condition when actively searching for individuals during a structure fire. This training also incorporated teamwork with another department and radio communication with command staff (e.g. location of victim found and extrication strategy).

Events: Our annual Open House held during Fire Prevention week. Our department had a great turnout to the event and served hot dogs and brats. We performed a kitchen grease fire demonstration and used our bounce house as well as an activity for the kids. We instructed attendees how to use a fire extinguisher, and attendees were able to be hands on with this as well.

Our department went to the Nisswa Elementary School for their fire safety presentation. Following our presentation at the school, the kindergarten classes ride back to the fire department. We provide a tour of the fire hall and show/teach kindergarteners about our trucks, gear and equipment.

Firefighters volunteered in the early morning to light up the access with Engine 1 and Engine 19 for the Fishing to End Hunger Event hosted by The Outreach Program and Walleye Dan.

Finally, our last event this month included our annual Haunted Barn event at the Zimmerman Farm. We teamed up with the Nisswa Lions Club and Pequot Lakes Patriots students with this event. The event had two different scare levels and timeframes. We also provided hayrides, put up the bounce house, and served brats.

We were unable to serve food at A&W due to Emma's family emergency. However, we are extremely grateful for Emma and her team as they provided a donation to the Nisswa Fire Department raising our total to \$20,000 raised this year. We look forward to working with them next year.

Call Breakdown:

Medical Calls	38
Structure Fire Calls/Grass Fires	2
Gas Leak	2
Motor Vehicle Accidents	2
Carbon Monoxide/Smoke Detector	2
Rescue	1
Cancelled en route	2
Landing Zone/Mutual Aid	0
Total:	49 total

Chief Bailey 218-851-2825

ACCOUNT NAME		GENERAL CHECKING MONTH ENDED		31-Oct-25
G/L ACCOUNT BALANCE (GEN)		\$1,237,840.50		
CORONA VIRUS RELIEF FUND		\$95,820.61	AMERICAN NATIONAL	\$422,953.47
LSPD ADMIN FINES	Added 1/31/23	\$17,624.43	AMERICAN NATIONAL MM	\$1,344,494.74
P&Z PENALTIES	Added 1/31/23	\$17,900.00		
AMER NATL BANK (CD)		\$749,777.30		
POHL ROAD ASSESSMENTS		\$41,444.92	BALANCE PER BANK STMT	\$1,767,448.21
ROBINHOOD WAY ASSESSMENT		\$66,287.27		
DEBT SERVICE 2020A		-\$248,708.35		
MUNICIPAL STATE AID-STREET		\$1,612.50		
PARK DEDICATION FEE Added 1/31/23		\$15,950.00		
G/L CAPITAL (SEWER)		\$71,666.06		
2020 STREET IMPROVEMENTS		\$0.00		
GLT-DEDICATED MATCH \$ Added 1/31/23		\$294,758.82		
G/L ACCOUNT BALANCE (SEWR)		\$97,066.46		
AMER NATL BANK (CD)		\$24,790.76		
TOTAL		\$2,483,831.28	ADD:	DEP IN TRANS
ADD:	DEPOSITS		DATE	AMOUNT
DATE	AMOUNT		10/14/2025	\$131.00
DEP. AFTER				(ACH Deposit Reversal)
10/31/2025			10/31/2025	
		\$2,483,831.28		\$1,767,317.21
LESS:	DISBURSEMENTS		LESS:	
ITEM	AMOUNT	\$749,777.30	◀ AM NATL (CD)	
CKS AFTER		\$24,790.76	◀ AM NATL (CD)	
10/31/2025			OUTSTANDING CHECKS ▶	\$58,053.99
			SEE BELOW	
Total				
BANK BALANCE PER LEDGER		\$1,709,263.22	BANK BALANCE PER RECON.	\$1,709,263.22

CHECKS OUTSTANDING								
#	AMOUNT	#	AMOUNT	#	AMOUNT	#	AMOUNT	TOTAL
42740	\$110.81							
42974	\$50.00							
43067	\$55,270.00							
43087	\$777.90							
43110	\$125.00							
43112	\$125.00							
43113	\$125.00							
43114	\$50.00							
43115	\$125.00							
43116	\$600.00							
43133	\$695.28							
		4th Col	\$ -					
		3rd Col	\$ -					
		2nd Col	\$ -		Before	31-Oct	\$ 58,053.99	
		1st Col	\$ 58,053.99		After	31-Oct		
		Total	\$ 58,053.99		Total		\$ 58,053.99	\$ 58,053.99

For the Period : 10/1/2025 To 10/31/2025

<u>Name of Fund</u>	<u>Beginning Balance</u>	<u>Total Receipts</u>	<u>Total Disbursed</u>	<u>Ending Balance</u>	<u>Less Deposits In Transit</u>	<u>Plus Outstanding Checks</u>	<u>Total Per Bank Statement</u>
General Fund	\$1,277,754.35	\$34,533.89	\$74,447.74	\$1,237,840.50	\$0.00	\$58,053.99	\$1,295,894.49
Corona Virus Relief Funds	\$95,820.61	\$0.00	\$0.00	\$95,820.61	\$0.00	\$0.00	\$95,820.61
LSPD Administrative Fines	\$17,564.43	\$60.00	\$0.00	\$17,624.43	\$0.00	\$0.00	\$17,624.43
P&Z Penalties	\$17,900.00	\$0.00	\$0.00	\$17,900.00	\$0.00	\$0.00	\$17,900.00
American National CD - 1	\$749,777.30	\$0.00	\$0.00	\$749,777.30	\$0.00	\$0.00	\$749,777.30
Pohl Road Assessments	\$41,444.92	\$0.00	\$0.00	\$41,444.92	\$0.00	\$0.00	\$41,444.92
Robinhood Way Assessments	\$66,287.27	\$0.00	\$0.00	\$66,287.27	\$0.00	\$0.00	\$66,287.27
Debt Service 2020A	(\$248,708.35)	\$0.00	\$0.00	(\$248,708.35)	\$0.00	\$0.00	(\$248,708.35)
Municipal State Aid Streets - Construction	\$1,612.50	\$0.00	\$0.00	\$1,612.50	\$0.00	\$0.00	\$1,612.50
Park Dedication Fee	\$15,950.00	\$0.00	\$0.00	\$15,950.00	\$0.00	\$0.00	\$15,950.00
Sewer Capital Projects	\$68,642.06	\$3,024.00	\$0.00	\$71,666.06	\$0.00	\$0.00	\$71,666.06
Trail - Dedicated Matching Funds	\$294,758.82	\$0.00	\$0.00	\$294,758.82	\$0.00	\$0.00	\$294,758.82
Sewage Collection and Disposal	\$100,432.90	\$16,456.00	\$19,822.44	\$97,066.46	\$0.00	\$0.00	\$97,066.46
American National CD - 2	\$24,790.76	\$0.00	\$0.00	\$24,790.76	\$0.00	\$0.00	\$24,790.76
Total	\$2,524,027.57	\$54,073.89	\$94,270.18	\$2,483,831.28	\$0.00	\$58,053.99	\$2,541,885.27

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/01/2025	Payroll Period Ending 09/30/2025	43080	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Council/Town Board	100-41110-101-	\$ 346.31
	Total For Check	43080					\$ 346.31
10/01/2025	Payroll Period Ending 09/30/2025	43081	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Council/Town Board	100-41110-101-	\$ 327.42
	Total For Check	43081					\$ 327.42
10/01/2025	Payroll Period Ending 09/30/2025	43082	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	City Administrator	100-41350-101-	\$ 1,830.58
	Total For Check	43082					\$ 1,830.58
10/01/2025	Payroll Period Ending 09/30/2025	43083	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Council/Town Board	100-41110-101-	\$ 319.92
	Total For Check	43083					\$ 319.92
10/01/2025	Payroll Period Ending 09/30/2025	43084	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Housekeeping/Grounds Maint	100-41942-101-	\$ 83.11
	Total For Check	43084					\$ 83.11
10/01/2025	Payroll Period Ending 09/30/2025	43085	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Chief of Police	100-42111-101-	\$ 2,199.19
	Total For Check	43085					\$ 2,199.19
10/01/2025	Payroll Period Ending 09/30/2025	43086	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Clerk	100-41425-101-	\$ 1,217.35
		43086					
		43086			Planning and Zoning Office Sewer Administration	100-41911-101- 602-49495-101-	\$ 32.90 65.80
	Total For Check	43086					\$ 1,316.05
10/01/2025	Payroll Period Ending 09/30/2025	43087	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Public Works Employee	100-43010-101-	\$ 777.90
	Total For Check	43087					\$ 777.90
10/01/2025	Payroll Period Ending 09/30/2025	43088	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Council/Town Board	100-41110-101-	\$ 330.81
	Total For Check	43088					\$ 330.81

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/01/2025	STATE OF MINNESOTA	43089	Payroll Period: 09/17/25 to 09/30/25 PD 10/01/25	N	Mayor	100-41310-101-	\$ 420.97
Total For Check 43089							\$ 420.97
10/01/2025	STATE OF MINNESOTA	DC100125	DC 9/17/25-9/30/25 PAYROLL	N	City Administrator	100-41350-101-	\$ 50.00
		DC100125			Chief of Police	100-42111-101-	\$ 25.00
Total For Check DC100125							\$ 75.00
10/01/2025	STATE OF MINNESOTA	HCSP100125	HCSP 9/17/25-9/30/25 PAYROLL	N	City Administrator	100-41350-101-	\$ 150.00
		HCSP100125			Clerk	100-41425-101-	\$ 138.75
		HCSP100125			Planning and Zoning Office	100-41911-101-	\$ 3.75
		HCSP100125			Chief of Police	100-42111-101-	\$ 150.00
		HCSP100125			Sewer Administration	602-49495-101-	\$ 7.50
Total For Check HCSP100125							\$ 450.00
10/01/2025	IRS DEPOSIT (PAYROLL)	IRS100125	Payroll Period 09/17/25 - 09/30/25 Pd 10/01/25	N	Council/Town Board	100-41110-101-	\$ 64.29
		IRS100125				100-41110-122-	\$ 23.25
		IRS100125			Mayor	100-41110-126-	\$ 21.04
		IRS100125				100-41310-101-	\$ 6.53
		IRS100125			City Administrator	100-41310-126-	\$ 6.53
		IRS100125				100-41350-101-	\$ 390.89
		IRS100125			Clerk	100-41350-126-	\$ 36.92
		IRS100125				100-41425-101-	\$ 236.92
		IRS100125				100-41425-122-	\$ 102.03
		IRS100125			Financial Administration	100-41425-126-	\$ 23.86
		IRS100125			Planning and Zoning Office	100-41501-122-	\$ 157.86
		IRS100125				100-41911-101-	\$ 6.40
		IRS100125				100-41911-122-	\$ 2.76
		IRS100125			Housekeeping/Grounds Maint	100-41911-126-	\$ 0.64
		IRS100125				100-41942-101-	\$ 6.89
		IRS100125				100-41942-122-	\$ 5.58
		IRS100125			Chief of Police	100-41942-126-	\$ 1.31
		IRS100125				100-42111-101-	\$ 195.33
		IRS100125				100-42111-126-	\$ 41.87
		IRS100125			Public Works Employee	100-43010-101-	\$ 182.65
		IRS100125				100-43010-122-	\$ 66.98
		IRS100125				100-43010-126-	\$ 15.67
		IRS100125			Miscellaneous	100-49001-101-	\$ (0.06)
		IRS100125			Sewer Administration	602-49495-101-	\$ 12.81
		IRS100125				602-49495-122-	\$ 5.52
		IRS100125				602-49495-126-	\$ 1.29

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
		Total For Check					\$ 1,615.76
10/01/2025	MN DEPT OF REVENUE (PAYROLL TAXES)	IRS100125					
		MN100125	Payroll Period 9/17/25 - 9/30/25	N	Council/Town Board	100-41110-101-	\$ 25.00
		MN100125	Pd 10/1/25				
		MN100125			City Administrator	100-41350-101-	\$ 94.48
		MN100125			Clerk	100-41425-101-	\$ 75.30
		MN100125			Planning and Zoning Office	100-41911-101-	\$ 2.04
		MN100125			Chief of Police	100-42111-101-	\$ 94.91
		MN100125			Public Works Employee	100-43010-101-	\$ 49.62
		MN100125			Sewer Administration	602-49495-101-	\$ 4.07
		MN100125					\$ 345.42
10/01/2025	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA100125	Payroll Period 9/17/25-9/30/25	N	Council/Town Board	100-41110-101-	\$ 36.25
		PERA100125	Pd 10/1/25				
		PERA100125			Mayor	100-41110-121-	\$ 36.25
		PERA100125				100-41310-101-	\$ 22.50
		PERA100125			City Administrator	100-41310-121-	\$ 22.50
		PERA100125				100-41350-101-	\$ 180.25
		PERA100125			Clerk	100-41350-121-	\$ 207.98
		PERA100125				100-41425-101-	\$ 115.98
		PERA100125			Planning and Zoning Office	100-41425-121-	\$ 133.82
		PERA100125			Chief of Police	100-41911-101-	\$ 3.13
		PERA100125				100-41911-121-	\$ 3.61
		PERA100125			Public Works Employee	100-42111-101-	\$ 373.45
		PERA100125				100-42111-121-	\$ 560.17
		PERA100125				100-43010-101-	\$ 70.23
		PERA100125			Miscellaneous	100-43010-121-	\$ 81.03
		PERA100125			Sewer Administration	100-49001-101-	\$ 0.01
		PERA100125				602-49495-101-	\$ 6.27
		PERA100125				602-49495-121-	\$ 7.23
		PERA100125					\$ 1,860.66
10/01/2025	TASC CLIENT SERVICES	TASC100125	EMPLOYEE FLEX CONTRIBUTION	N	City Administrator	100-41350-101-	\$ 76.92
		TASC100125	PAYROLL 20 of 26				
		TASC100125			Chief of Police	100-42111-101-	\$ 126.92
		TASC100125					\$ 203.84
10/08/2025	CASS COUNTY AUDITOR - TREASURER	43090	Receipt 206295-Application #CUP 25-01 Brent Anderson	N	Other General Government	100-41901-439-	\$ 46.00
		43090					\$ 46.00

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/08/2025	CITY OF PEQUOT LAKES	43091	INV 2494 & INV 2498 MTHLY WW SVCS & PARTS	N	Sanitary Sewer Maintenance	602-43252-221-	\$ 433.60
	Total For Check	43091				602-43252-300-	\$ 3,514.23
							\$ 3,947.83
10/08/2025	GOPHER STATE ONE-CALL INC	43092	ACCT # MN00470 INV 5090531	N	Sanitary Sewer Maintenance	602-43252-300-	\$ 48.60
	Total For Check	43092					\$ 48.60
10/08/2025	JOHANNECK APPRAISALS	43093	INV GLT - 09.30.2025 5 APPRAISALS	N	Purchasing	100-41570-514-	\$ 17,500.00
	Total For Check	43093					\$ 17,500.00
10/08/2025	MINNESOTA PUMP WORKS	43094	INV028952 - SERVICE AGREEMENT	N	Sewer Utilities - Sewer Lift Stations	602-49470-310-	\$ 2,039.15
	Total For Check	43094					\$ 2,039.15
10/08/2025	NELSON SANITATION & RENTAL, INC.	43095	INV 2025-15207 LIFT STATIONS CLEANING	N	Sewer Utilities - Sewer Lift Stations	602-49470-310-	\$ 1,740.00
	Total For Check	43095					\$ 1,740.00
10/08/2025	NISSWA AUTOMOTIVE	43096	INV 1012719 - MOUNT & BALANCE 1 TIRE	N	Police	100-42101-217-	\$ 178.03
	Total For Check	43096					\$ 178.03
10/08/2025	NISSWA HARDWARE	43097	ACCT 50036 -INV 149072,149210,149266 WRENCH,CHAIN COIL,WORKTNES PRCT	N	Public Works General	100-43001-211-	\$ 173.94
	Total For Check	43097				602-49470-221-	\$ 17.94
							\$ 191.88
10/08/2025	NORTHLAND SEPTIC MAINTENANCE INC	43098	INV 27918 & 27907	N	Sewage Collection and Disposal	602-43250-300-	\$ 5,619.00
	Total For Check	43098					\$ 5,619.00
10/08/2025	ON SYSTEMS INC	43099	INV 12235	N	Other General Government	100-41901-415-	\$ 620.25
	Total For Check	43099					\$ 620.25
10/08/2025	QUALITY FLOW SYSTEMS, INC.	43100	INV 49765 - 36496 LS 4 PUMP REPAIR	N	Sewer Utilities - Sewer Lift Stations	602-49470-310-	\$ 5,900.00
	Total For Check	43100					\$ 5,900.00

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/08/2025	US BANK EQUIPMENT FINANCE	43101	INV 565642444 CUST CR ACCT #1378687	N	Other General Government	100-41901-415-	\$ 297.76
Total For Check 43101							\$ 297.76
10/08/2025	WASTE PARTNERS INC.	43102	ACCT# 435817 INV 59X01284	N	General Government Buildings and Plant	100-41940-384-	\$ 110.20
Total For Check 43102							\$ 110.20
10/08/2025	WIDSETH SMITH NOLTING & ASSOC. INC.	43103	INV FLOVEN-240673	N	Purchasing	100-41570-409-	\$ 1,894.00
		43103	GULLTRL-240675 ENG-240674			100-41570-514-	\$ 4,186.50
		43103			Fritz Loven Bridge	100-43102-409-	\$ 4,317.50
Total For Check 43103							\$ 10,398.00
10/08/2025	CHASE CARD SERVICES	CHASECC1001	ACCT 5961	N	Purchasing	100-41570-581-	\$ 1,763.35
		CHASECC1001			Other General Government	100-41901-201-	\$ 145.08
		CHASECC1001				100-41901-211-	\$ 75.74
		CHASECC1001				100-41901-444-	\$ 40.00
		CHASECC1001			Police	100-42101-211-	\$ 38.40
Total For Check CHASECC1001							\$ 2,062.57
10/15/2025	Payroll Period Ending 10/14/2025	43104	Payroll Period 10/01/25 to 10/14/25 PD 10/15/25	N	City Administrator	100-41350-101-	\$ 1,830.58
Total For Check 43104							\$ 1,830.58
10/15/2025	Payroll Period Ending 10/14/2025	43105	Payroll Period 10/01/25 to 10/14/25 PD 10/15/25	N	Chief of Police	100-42111-101-	\$ 2,183.19
Total For Check 43105							\$ 2,183.19
10/15/2025	Payroll Period Ending 10/14/2025	43106	Payroll Period 10/01/25 to 10/14/25 PD 10/15/25	N	Clerk	100-41425-101-	\$ 1,217.35
		43106					
		43106			Planning and Zoning Office Sewer Administration	100-41911-101-602-49495-101-	\$ 32.90
Total For Check 43106							\$ 65.80
							\$ 1,316.05
10/15/2025	Payroll Period Ending 10/14/2025	43107	Payroll Period 10/01/25 to 10/14/25 PD 10/15/25	N	Patrolman PT	100-42113-101-	\$ 322.56
Total For Check 43107							\$ 322.56
10/15/2025	Payroll Period Ending 10/14/2025	43108	Payroll Period 10/01/25 to 10/14/25 PD 10/15/25	N	Public Works Employee	100-43010-101-	\$ 836.93
Total For Check 43108							\$ 836.93

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/15/2025	STATE OF MINNESOTA PAYMENTS	DC101525	DC 10/01/25-10/14/25 PAYROLL	N	City Administrator	100-41350-101-	\$ 50.00
		DC101525			Chief of Police	100-42111-101-	\$ 25.00
	Total For Check	DC101525					\$ 75.00
10/15/2025	TASC CLIENT SERVICES	FS101525	EMPLOYEE FLEX CONTRIBUTION	N	City Administrator	100-41350-101-	\$ 76.92
			PAYROLL 21 of 26				
		FS101525			Chief of Police	100-42111-101-	\$ 126.92
	Total For Check	FS101525					\$ 203.84
10/15/2025	STATE OF MINNESOTA PAYMENTS	HCSP101525	HCSP 10/01/25-10/14/25	N	City Administrator	100-41350-101-	\$ 150.00
			PAYROLL				
		HCSP101525			Clerk	100-41425-101-	\$ 138.75
		HCSP101525			Planning and Zoning Office	100-41911-101-	\$ 3.75
		HCSP101525			Chief of Police	100-42111-101-	\$ 150.00
		HCSP101525			Sewer Administration	602-49495-101-	\$ 7.50
	Total For Check	HCSP101525					\$ 450.00
10/15/2025	IRS DEPOSIT (PAYROLL)	IRS101525	Payroll Period 10/01/25 -	N	City Administrator	100-41350-101-	\$ 390.89
			10/14/25 Pd 10/15/25				
		IRS101525				100-41350-122-	\$ 157.86
		IRS101525				100-41350-126-	\$ 36.92
		IRS101525			Clerk	100-41425-101-	\$ 236.92
		IRS101525				100-41425-122-	\$ 102.03
		IRS101525				100-41425-126-	\$ 23.86
		IRS101525			Planning and Zoning Office	100-41911-101-	\$ 6.40
		IRS101525				100-41911-122-	\$ 2.76
		IRS101525				100-41911-126-	\$ 0.64
		IRS101525			Chief of Police	100-42111-101-	\$ 195.33
		IRS101525				100-42111-126-	\$ 41.87
		IRS101525			Patrolman PT	100-42113-101-	\$ 27.54
		IRS101525				100-42113-122-	\$ 22.32
		IRS101525				100-42113-126-	\$ 5.22
		IRS101525			Public Works Employee	100-43010-101-	\$ 188.23
		IRS101525				100-43010-122-	\$ 71.51
		IRS101525				100-43010-126-	\$ 16.72
		IRS101525			Sewer Administration	602-49495-101-	\$ 12.81
		IRS101525				602-49495-122-	\$ 5.52
		IRS101525				602-49495-126-	\$ 1.29
	Total For Check	IRS101525					\$ 1,546.64
10/15/2025	MN DEPT OF REVENUE (PAYROLL TAXES)	MN101525	Payroll Period 10/01/25 -	N	City Administrator	100-41350-101-	\$ 94.48
			10/14/25 Pd 10/15/25				

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/15/2025	PUBLIC EMPLOYEES RETIREMENT ASSN	MN101525	PERA101520: Payroll Period 10/01/25-10/14/25 Pd 10/15/25	N	Clerk	100-41425-101-	\$ 75.30
		MN101525			Planning and Zoning Office	100-41911-101-	\$ 2.04
		MN101525			Chief of Police	100-42111-101-	\$ 94.91
		MN101525			Patrolman PT	100-42113-101-	\$ 9.90
		MN101525			Public Works Employee	100-43010-101-	\$ 53.27
		MN101525			Sewer Administration	602-49495-101-	\$ 4.07
		MN101525					\$ 333.97
10/15/2025	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA101520:	PERA101520: Payroll Period 10/01/25-10/14/25 Pd 10/15/25	N	City Administrator	100-41350-101-	\$ 180.25
		PERA101520:					
		PERA101520:			Clerk	100-41350-121-	\$ 207.98
		PERA101520:				100-41425-101-	\$ 115.98
		PERA101520:				100-41425-121-	\$ 133.82
		PERA101520:			Planning and Zoning Office	100-41911-101-	\$ 3.13
		PERA101520:			Chief of Police	100-41911-121-	\$ 3.61
		PERA101520:				100-42111-101-	\$ 373.45
		PERA101520:			Public Works Employee	100-42111-121-	\$ 560.17
		PERA101520:				100-43010-101-	\$ 74.97
10/15/2025	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA101520:	PERA101520: Payroll Period 10/01/25-10/14/25 Pd 10/15/25	N		100-43010-121-	\$ 86.50
		PERA101520:			Miscellaneous	100-49001-101-	\$ 0.01
		PERA101520:			Sewer Administration	602-49495-101-	\$ 6.27
		PERA101520:				602-49495-121-	\$ 7.23
		PERA101520:					\$ 1,753.37
10/21/2025	SEAN WELDON	43109	OCT 2025 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
		43109					\$ 125.00
10/21/2025	PATRICK J. SMITH	43110	OCT 2025 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
		43110					\$ 125.00
10/21/2025	DAVID RIEGERT	43111	OCT 2025 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
		43111					\$ 125.00
10/21/2025	JAMES R. WOLL	43112	OCT 2025 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
		43112					\$ 125.00
10/21/2025	ALEX KUHN	43113	OCT 2025 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
		43113					\$ 125.00
10/21/2025	T.J. GRABER	43114	OCT 2025 PZ ALTERNATE	N	Boards and Commissions	100-41330-318-	\$ 50.00
		43114					\$ 50.00

Fund Name:		All Funds					
Date Range:		10/01/2025 To 10/31/2025					
Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
10/21/2025	KEVIN J. EGAN	43115	OCT 2025 PZ Alternate	N	Boards and Commissions	100-41330-318-	\$ 125.00
		Total For Check					\$ 125.00
10/21/2025	BUREAU OF CRIM APPREHENSION	43116	CUST 0000005012 INV	N	Communication Services	100-42151-321-	\$ 600.00
		Total For Check	00000892205 CJDN ACCESS FEE				\$ 600.00
10/21/2025	CASS COUNTY ATTORNEY'S OFFICE	43117	SEP 2025 1/3 OF FINES	N	Police	100-42101-300-	\$ 8.89
		Total For Check					\$ 8.89
10/21/2025	CIRCLE K / HOLIDAY	43118	INV - PD 107950897 - PW	N	Automotive Services	100-42152-212-	\$ 51.88
			107950982		Public Works General	100-43001-212-	\$ 577.91
		Total For Check					\$ 629.79
10/21/2025	CTC - 446126	43119	ACCT 00018679-6 INV	N	Other General Government	100-41901-321-	\$ 362.18
			21673030		Communication Services	100-42151-321-	\$ 39.50
		Total For Check					\$ 401.68
10/21/2025	FYLES SATELLITES INC	43120	INV 14573 PORTABLE	N	Park Areas	100-45202-300-	\$ 370.00
		Total For Check	RESTROOM				\$ 370.00
10/21/2025	GAMMELLO & PEARSON, PLLC	43121	STMT 108307,107660 RETAINER	N	Other General Government	100-41901-304-	\$ 600.00
		Total For Check	ACCT 70581-002M				\$ 600.00
10/21/2025	MEDICA	43122	CUST#MTK308361 INV	N	City Administrator	100-41350-131-	\$ 1,525.68
			949304985295 Due 11/1/25		Chief of Police	100-42111-131-	\$ 2,679.86
		Total For Check					\$ 4,205.54
10/21/2025	MINNESOTA POWER	43123	SEP 7-OCT 7, 2025 BILLING	N	General Government Buildings and Plant	100-41940-381-	\$ 350.48
			PERIOD		Street Lighting	100-43160-381-	\$ 112.60
					Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 178.45
		Total For Check					\$ 641.53
10/21/2025	NCPERS GROUP LIFE INS.	43124	UNIT # 571200 - INV	N	Chief of Police	100-42111-101-	\$ 16.00
		Total For Check	571200112025				\$ 16.00

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
10/21/2025	CHARTER COMMUNICATIONS	43125	ACCT 175599201 - Inv 175599201100125	N	Other General Government	100-41901-321-	\$ 118.40
		Total For Check 43125					\$ 118.40
10/21/2025	VERIZON WIRELESS	43126	ACCT 642046092-00001 & 486724156-00002 INV 6124919278 & INV 6124667414	N	Communication Services	100-42151-321-	\$ 158.43
		Total For Check 43126					\$ 158.43
10/21/2025	XCELE ENERGY	43127	ACCT 51-6575479-0 STMT 948037616	N	General Government Buildings and Plant	100-41940-383-	\$ 35.62
		Total For Check 43127					\$ 35.62
10/29/2025	Payroll Period Ending 10/28/2025	43128	Payroll Period 10/15/25 to 10/28/25 PD 10/29/25	N	City Administrator	100-41350-101-	\$ 1,830.58
		Total For Check 43128					\$ 1,830.58
10/29/2025	Payroll Period Ending 10/28/2025	43129	Payroll Period 10/15/25 to 10/28/25 PD 10/29/25	N	Housekeeping/Grounds Maint	100-41942-101-	\$ 90.04
		Total For Check 43129					\$ 90.04
10/29/2025	Payroll Period Ending 10/28/2025	43130	Payroll Period 10/15/25 to 10/28/25 PD 10/29/25	N	Chief of Police	100-42111-101-	\$ 2,199.19
		Total For Check 43130					\$ 2,199.19
10/29/2025	Payroll Period Ending 10/28/2025	43131	Payroll Period 10/15/25 to 10/28/25 PD 10/29/25	N	Clerk	100-41425-101-	\$ 1,217.35
		43131			Planning and Zoning Office	100-41911-101-	\$ 32.90
		43131			Sewer Administration	602-49495-101-	\$ 65.80
		Total For Check 43131					\$ 1,316.05
10/29/2025	Payroll Period Ending 10/28/2025	43132	Payroll Period 10/15/25 to 10/28/25 PD 10/29/25	N	Patrolman PT	100-42113-101-	\$ 742.73
		Total For Check 43132					\$ 742.73
10/29/2025	Payroll Period Ending 10/28/2025	43133	Payroll Period 10/15/25 to 10/28/25 PD 10/29/25	N	Public Works Employee	100-43010-101-	\$ 695.28
		Total For Check 43133					\$ 695.28
10/29/2025	STATE OF MINNESOTA PAYMENTS	DC102925	DC 10/15/25-10/28/25 PAYROLL	N	City Administrator	100-41350-101-	\$ 50.00
		DC102925			Chief of Police	100-42111-101-	\$ 25.00

Fund Name: All Funds

Date Range: 10/01/2025 To 10/31/2025

<u>Date</u>	<u>Vendor</u>	<u>Total For Check</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
			DC102925					<u>\$ 75.00</u>
10/29/2025	DELTA DENTAL		DD100725	INSURANCE PREMIUM OCT	N	City Administrator	100-41350-131-	\$ 150.76
			DD100725			Chief of Police	100-42111-131-	\$ 150.76
		Total For Check	DD100725					<u>\$ 301.52</u>
10/29/2025	TASC CLIENT SERVICES		FS102925	EMPLOYEE FLEX CONTRIBUTION	N	City Administrator	100-41350-101-	\$ 76.92
			FS102925	PAYROLL 22 of 26		Chief of Police	100-42111-101-	\$ 126.92
		Total For Check	FS102925					<u>\$ 203.84</u>
10/29/2025	STATE OF MINNESOTA PAYMENTS		HCSP102925	HCSP 10/15/25-10/28/25	N	City Administrator	100-41350-101-	\$ 150.00
			HCSP102925	PAYROLL		Clerk	100-41425-101-	\$ 138.75
			HCSP102925			Planning and Zoning Office	100-41911-101-	\$ 3.75
			HCSP102925			Chief of Police	100-42111-101-	\$ 150.00
			HCSP102925			Sewer Administration	602-49495-101-	\$ 7.50
		Total For Check	HCSP102925					<u>\$ 450.00</u>
10/29/2025	IRS DEPOSIT (PAYROLL)		IRS102925	Payroll Period 10/15/25 -	N	City Administrator	100-41350-101-	\$ 390.89
			IRS102925	10/28/25 Pd 10/29/25				\$ 157.86
			IRS102925				100-41350-122-	\$ 36.92
			IRS102925			Clerk	100-41425-101-	\$ 236.92
			IRS102925				100-41425-122-	\$ 102.03
			IRS102925			Planning and Zoning Office	100-41425-126-	\$ 23.86
			IRS102925				100-41911-101-	\$ 6.40
			IRS102925				100-41911-122-	\$ 2.76
			IRS102925			Housekeeping/Grounds Maint	100-41911-126-	\$ 0.64
			IRS102925				100-41942-101-	\$ 7.46
			IRS102925				100-41942-122-	\$ 6.05
			IRS102925			Chief of Police	100-41942-126-	\$ 1.41
			IRS102925				100-42111-101-	\$ 195.33
			IRS102925				100-42111-126-	\$ 41.87
			IRS102925			Patrolman PT	100-42113-101-	\$ 97.19
			IRS102925				100-42113-122-	\$ 54.41
			IRS102925				100-42113-126-	\$ 12.72
			IRS102925			Public Works Employee	100-43010-101-	\$ 174.83
			IRS102925				100-43010-122-	\$ 60.65
			IRS102925				100-43010-126-	\$ 14.18
			IRS102925			Sewer Administration	602-49495-101-	\$ 12.81
			IRS102925				602-49495-122-	\$ 5.52

STAFF REPORT

ITEM: Holiday Schedule

FROM: Laura Fussy

DATE: November 18, 2025

ISSUES:

1. The City Council has typically gathered a half hour prior to the regular start time of the December meeting to enjoy a short holiday gathering with the public (no council business to be discussed). The regular City Council meeting will then begin promptly at 6 pm. If the City Council desires to continue this practice, a notice of the gathering will be published.
2. In addition, employees are requesting to close City Hall on Christmas Eve, which is Wednesday, December 24, 2025, and the day after Christmas, Friday, December 26, 2025. City staff will use compensatory time or vacation for the requested days; at this time of year, it is typically slow with very little walk-in traffic and few phone calls.

City of Lake Shore – 2026 Holiday Closing Schedule

<u>Holiday</u>	<u>Date</u>
New Year's Day	Thursday, January 1st
Martin Luther King Jr. Day	Monday, January 19th
Presidents' Day	Monday, February 16th
Memorial Day	Monday, May 25th
Juneteenth	Friday, June 19th
Independence Day (Observed)	Friday, July 3rd
Labor Day	Monday, September 7th
Veterans Day	Tuesday, November 10th
Thanksgiving Day	Thursday, November 26th
Day After Thanksgiving	Friday, November 27th
Christmas Eve	Thursday, December 24th
Christmas Day	Friday, December 25th

City of Lake Shore – 2026 City Council Meeting Dates

<u>Month</u>	<u>Date</u>
January	Monday, January 26th
February	Monday, February 23rd
March	Monday, March 23rd
April	Monday, April 27th
*May	Tuesday, May 26th
June	Monday, June 22nd
July	Monday, July 27 th
August	Monday, August 24th
September	Monday, September 28th
October	Monday, October 26th
November	Monday, November 23rd
*December	Monday, December 14th

*Varies from 4th Monday of every month

[Draft] Fw: Variance Denial 8561 Nottingham Rd

From Nicole.Hausmann@sourcewell-mn.gov

Draft saved Thu 11/6/2025 9:00 AM

To:

Nicole Hausmann – Community Development Administrator (Nicole.Hausmann@sourcewell-mn.gov)

CC:

Laura Fussy – City Clerk (lfussy@cityoflakeshore.gov)

Subject: Appeal of Variance Denial – 8561 Nottingham Road, Lake Shore, MN

Dear Nicole and Laura,

I am writing to formally appeal the October 13, 2025 decision denying my variance request for 8561 Nottingham Road (PID 90-437-1650). After reviewing the City's findings and the associated comments, I believe the proposed project remains in full harmony with the purpose and intent of the ordinance, consistent with the Comprehensive Plan, and entirely reasonable given the unique physical characteristics of the lot.

1. Unique Lot Circumstances – a Legally Platted Narrow Lot

The lot at 8561 Nottingham Road is a legally platted, 52-foot-wide lot of record, created long before the current zoning regulations were enacted. The narrow width is a unique, non-self-created physical condition, which constitutes a practical difficulty as defined by Minnesota Statute § 462.357, subd. 6.

Applying full 15-foot side setbacks to both sides would reduce the buildable area to approximately 22 feet in width, making it nearly impossible to construct a modern, functional single-family residence that meets structural, accessibility, and code requirements. This condition is not the result of any action by the owner; it is inherent to the parcel itself and therefore qualifies as a legitimate hardship recognized under Minnesota law.

2. Reasonable and Proportionate Use of Property

The proposed 30-foot-wide home represents a reasonable and proportional use of the property. It strikes a balance between livability and compliance while maintaining safe, open side yard separations totaling 22 feet—only three feet less per side than the code requirement.

This design is consistent with the scale and character of nearby homes along Nottingham Road. It avoids overcrowding and ensures that light, air, and privacy are preserved for adjoining properties. The footprint is modest by modern residential standards and is not excessive for the site. The variance request simply allows the home to achieve a functional layout within a narrow, pre-existing lot configuration.

3. Consistency with the Comprehensive Plan and Ordinance Intent

The City's Comprehensive Plan emphasizes compatibility, neighborhood continuity, and responsible development within existing residential areas. This project aligns with those objectives:

- The home will maintain the residential use and scale of the area.
- Stormwater and drainage will be managed per the City Engineer's recommendations (5-year, 24-hour retention standard).
- The design will incorporate native landscaping and shoreline-conscious drainage solutions.

The purpose of side setbacks is to preserve spacing, safety, and privacy—not to make a legally platted lot unbuildable. This project fulfills the spirit of the ordinance while providing for reasonable residential development that strengthens the neighborhood tax base and enhances the property's long-term stability.

4. Precedent and Reasonableness Within Context

This situation is not unique to this property nor unprecedented within Lake Shore. The City has historically granted similar variances for lots of comparable size and configuration, recognizing that older plats along the lakes and road corridors predate the current setback standards.

In fact, a 10-foot side setback is common across much of Minnesota for comparable R-1 residential zoning districts. Cities such as Brainerd, Baxter, Nisswa, and other lake communities routinely allow 10-foot side yard setbacks without issue. The proposed 11-foot setback for this property is both modest and consistent with the broader development standards across the region.

Granting this variance would not set an unreasonable precedent—it would maintain fairness and continuity with other cases involving narrow platted lots in the City.

5. Economic and Practical Realities

This variance request is not motivated by economic gain but by practical necessity. The proposal allows construction of a home that is structurally sound, code-compliant, and compatible with its surroundings. The home will not be a large or luxury-scale structure but a proportional and modest residence appropriate for the lot size.

Denying the variance would effectively render this platted parcel unbuildable under current standards, depriving the property owner of reasonable use and leaving a legal lot idle—a result contrary to the intent of zoning and planning principles.

6. Neighborhood and Environmental Impact

The home has been carefully designed to maintain adequate spacing, manage drainage, and preserve privacy for adjacent properties.

- The site will incorporate modern stormwater controls and appropriate grading.
 - Tree preservation and shoreline protections will be implemented consistent with City and MPCA guidelines.
 - The resulting structure will not alter the essential character of the locality nor create any measurable impact on neighboring use or enjoyment.
-

Conclusion

The variance requested for 8561 Nottingham Road represents a reasonable accommodation of a unique physical constraint—a narrow, legally platted lot—while maintaining alignment with the purpose, intent, and goals of the City's zoning ordinance and comprehensive plan.

The 30-foot-wide design ensures safe separation, environmental protection, and architectural consistency with the surrounding neighborhood. It reflects common development standards used throughout Minnesota and aligns with past approvals in Lake Shore under similar circumstances.

For these reasons, I respectfully request that the Planning Commission and City Council reconsider the October 13th variance denial and grant the requested setback relief, allowing the property to be developed in a responsible, sustainable, and context-appropriate manner.

Thank you for your time and continued consideration. Please confirm receipt of this appeal and advise on the next steps for scheduling review.

Sincerely,

Seth

STAFF REPORT

Agenda Item: 5d
Application: Variance 10-25
Property Owner/Applicant: Smith, Michael Guy

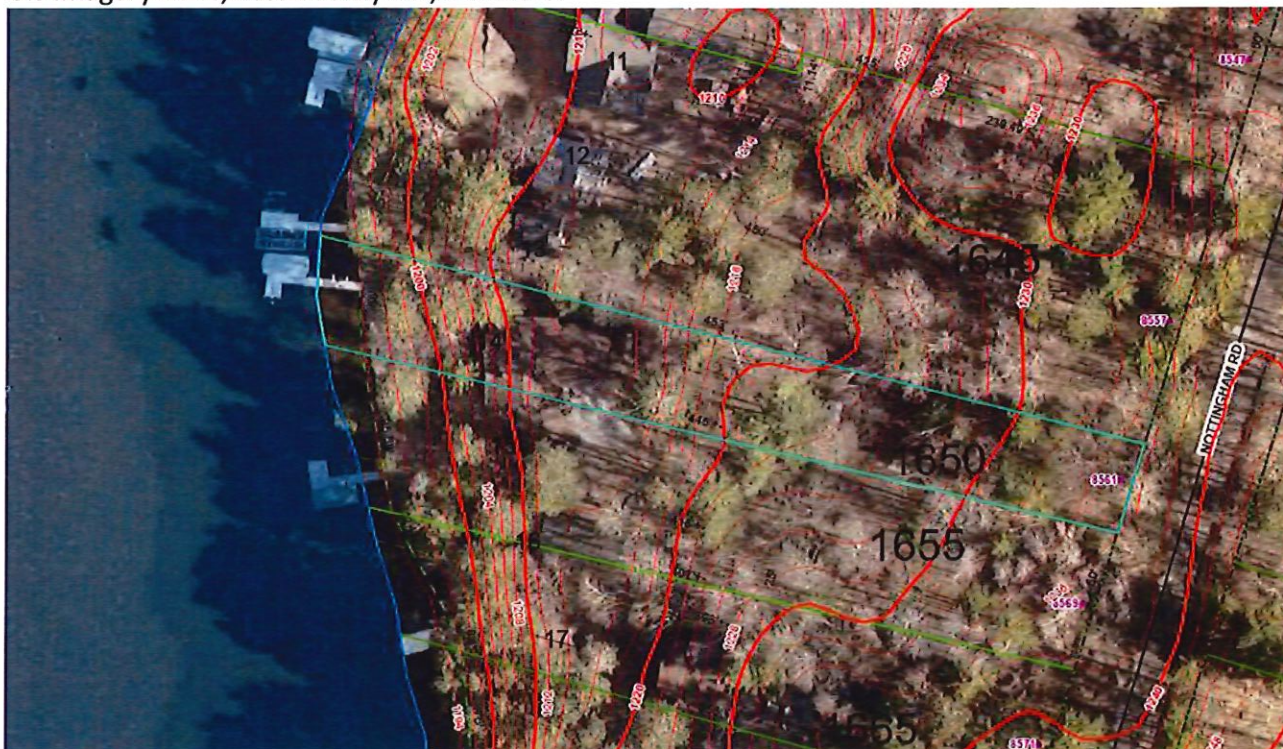
PROPERTY INFORMATION:

PID:	90-437-1650
Acres:	+/- .50 Acres (23,552 sq. ft.)
Zoning:	Residential, Medium Density R-2 (Shoreland)
Physical Address:	8561 Nottingham Rd
Location:	20/135/29
Septic:	Septic Design – 9/15/2025
Existing Impervious:	17.2
Proposed Impervious:	23.5

GIS Imagery 2024, Cass County GIS, Aerial View:



GIS Imagery 2024, Cass County GIS, Contours:



GIS Imagery 2024, Cass County GIS, NWI Wetland Layer:



Application:

The applicant is requesting the following variances:

1. To construct a new dwelling with an attached garage, an entry, a porch totaling 2,230 square feet, and a 168 square foot deck
 - a. Located 11 feet from the side yard setback on the north side and south side of the property, where 15 feet is required (Section 17.2) per Certificate of Survey received 9/17/2025 and site design drawings provided with the application.

The subject property is 23,552 sq. ft. and is zoned Residential, Medium Density R-2 (Shoreland) –located on Margaret Lake (General Development).

Background Information:

The subject property features an existing legal non-conforming structure (472 sq. ft.) and deck (392 sq. ft.), both of which will be removed. The existing septic system on the property is failing. The applicant has submitted a new septic system dated 9/15/2025 and has been reviewed by Andy Schwartz. Per his comments dated 9/22/2025: "I'd like to see the pressure bed located more than a foot away from the driveway, but it is a tight site and there isn't much room to do it any other way, so we can allow it. And as indicated in the design, the existing shallow well needs to be capped/sealed. Also, if the new sewer line is less than 50' from the proposed well, it will need a pressure test. Otherwise, we are good to go."

Property website at <https://www.dca.state.mn.us/sites/default/files/wq-wwists4-31a.pdf>

Property Information		Local tracking number:
Parcel ID# or Sec/Twp/Range:	90-437-1650	Reason for inspection
Local regulatory authority info:	City of Lake Shore	Transfer
Property address:	8561 Nottingham rd	
Owner/representative:	Seth / Tom Burton	Owner's phone:
Brief system description:	1250 tank 300 lift to trenches	952-234-1822

System status

System status on date (mm/dd/yyyy): 5/22/2025

☐ **Compliant – Certificate of compliance***

(Valid for 3 years from report date unless evidence of an imminent threat to public health or safety requiring removal and abatement under section 145A.04, subdivision 8 is discovered or a shorter time frame exists in Local Ordinance)

**Note: Compliance indicates conformance with Minn. R. 7080.1600 as of system status date above and does not guarantee future performance.*

☒ **Noncompliant – Notice of noncompliance**

Systems failing to protect ground water must be upgraded, replaced, or use discontinued within the time required by local ordinance.

An imminent threat to public health and safety (ITPHS) must be upgraded, replaced, or its use discontinued within ten months of receipt of this notice or within a shorter period if required by local ordinance or under section 145A.04 subdivision 8.

Reason(s) for noncompliance (check all applicable)

- ☐ Impact on public health (Compliance component #1) – Imminent threat to public health and safety
- ☐ Tank integrity (Compliance component #2) – Failing to protect groundwater
- ☐ Other Compliance Conditions (Compliance component #3) – Imminent threat to public health and safety
- ☐ Other Compliance Conditions (Compliance component #3) – Failing to protect groundwater
- ☐ System not abandoned according to Minn. R. 7080.2500 (Compliance component #3) – Failing to protect groundwater
- ☒ Soil separation (Compliance component #5) – Failing to protect groundwater
- ☐ Operating permit/monitoring plan requirements (Compliance component #4) – Noncompliant – local ordinance applies

Comments or recommendations

Preliminary & Field Evaluation Form

Owner Information			
Date	9/15/2025	Sec / Twp / Rng	20/135/29
Parcel ID	90-437-1650	LUG (county, city, township)	Cass / lakeshore
Property Owner:	Mike Smith	Owners address (if different)	
Property Address:	8561 Nottingham RD		
City / State / Zip:	Lake Shore mn 56468		

The impervious surface coverage is presently 17.2%, and with the proposed new impervious surface coverage, it would increase to 23.5%. A Stormwater Management Plan has been developed and submitted with the application.

IMPERVIOUS CALCULATIONS

EXISTING	IMPERVIOUS AREA (sq. ft.)	Net Area (sq. ft.)	Percent Impervious (sq. ft.)
Cabin	472	23,552	2.0%
Well House	25	23,552	0.1%
Deck	448	23,552	1.9%
Pavers	233	23,552	1.0%
Gravel Driveway	2,852	23,552	12.2%
Total	4,040	23,552	17.2%

IMPERVIOUS CALCULATIONS

PROPOSED	IMPERVIOUS AREA (sq. ft.)	Net Area (sq. ft.)	Percent Impervious (sq. ft.)
Proposed House w/ Porch & Entry	2,230	23,552	9.5%
Proposed Deck	168	23,552	0.7%
Pavers	219	23,552	0.9%
Exist. & Proposed Gravel Driveway	2,879	23,552	12.2%
Proposed Sidewalk	48	23,552	0.2%
Total	5,644	23,552	23.5%

Permit history:

- 5/03/1985 – Permit to construct deck
- 7/16/1990 – Permit to install septic system
- 3/27/2013 – Permit to construct 10x12 shed

Complete Application Received:	9/17/2025
Action Deadline:	11/17/2025
15.99 Waiver:	N/A
Wetland Delineation:	N/A
Fees Collected:	\$400.00 & \$46.00 (recording)

V-10-25 Smith

Oct. 13, 2025

Authorized Agent:	Seth
Reviewed by:	
• City Engineer:	Email sent 9/23/2025
• City Attorney:	N/A
Notifications:	
• DNR:	Email sent 9/23/2025
• MNDOT:	N/A
• CASS HWY:	N/A
• Neighbors within 500 ft.:	Letter mailed 9/26/2025
• Published in newspaper:	10/01/2025

Applicable Regulations: The following ordinance regulations apply to this request:

Definitions:

4.223 Structure. Any building, appurtenance including decks or other facility constructed, placed or erected by man except aerial or underground utility lines such as sewer, electric, telephone, telegraph, gas lines and except walks or steps on grade not more than four (4) feet wide outside of the Shore Impact Zone, stoops not exceeding thirty (30) square feet, temporary furniture, planter, or decorative material and retaining walls consisting of wood or decorative block.

4.122 Impervious Surface. The horizontal area of buildings, patios, walks, driveways, accessory structures and other surfaces generally impervious to the penetration of stormwater, including gravel drives and parking.

4.174 Practical Difficulties. The property owner proposes to use the property in a reasonable manner not permitted by an official control; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include but are not limited to, inadequate access to direct sunlight for solar energy systems.

69. Variances

69.1 Variances shall not create a use not provided for in a zoning district.

69.2 Variances shall be issued to the property and are not transferable.

69.3 Variances shall be issued to the property for structures or other specified uses only after a public hearing and approval by the Board of Adjustment. All applications for a Variance shall be submitted to the Zoning Administrator thirty (30) days ahead of the hearing date, accompanied by a certificate of survey (unless waived by the Zoning Administrator) showing the details of the proposal and an accurate legal description, along with the appropriate fee. The fee or contract owner of the property shall sign the application. The Zoning Administrator shall notify all property owners within a minimum of five hundred feet (500) feet by regular mail and shall advertise the hearing once in the legal section of the official newspaper at least ten(10) days ahead of the public hearing. The Zoning Administrator shall send the same notice ten (10) days in advance of this hearing to the Department of Natural Resources if the proposed is in shoreland. At the applicant's option, the applicant may request a sketch plan review with no action by the Planning Commission and with no fee by giving fourteen

(14) days notice thereof to the Zoning Administrator, meeting time permitted.

69.4 The applicant shall complete the Variance application approved by the City Council. The application shall contain submittal requirements, criteria for approval, procedure for consideration and City contact information. The City shall not accept applications where the applicant has past due fees or charges due to the City until the account is made current.

69.5 Variances shall be decided within the required time frame with consideration for the following:

69.5.1 The applicant establishes that there are practical difficulties, as defined in this Ordinance, in complying with the official controls, and

69.5.2 The strict interpretation of the Ordinance would be impractical because of circumstances relating to lot size, shape, topographic or other characteristics of the property not created by the land owner, and

69.5.3 The deviation from the Ordinance with any attached conditions will still be in keeping with the spirit and intent of this Ordinance and the comprehensive plan, and

69.5.4 The Variance will not create a land use not permitted in the zone, and

69.5.5 The Variance will not alter the essential character of the locality, and

69.5.6 The Variance is not for economic reasons alone, but reasonable use of the property does not exist under the Ordinance.

69.6 The Board of Adjustment may impose conditions in the granting of variances. A condition must be directly related to and must bear a rough proportionality to the impact created by the variance.

69.7 When costs to the City involved in processing and reviewing an application exceeds the original application fees, the applicant shall reimburse the City for any additional costs. Such expenses may include, but are not limited to, payroll, mailing costs, consultant fees and other professional services the City may need to retain in reviewing permits.

69.8 Failure by the owner to act within one (1) year on a Variance unless extended by the Board of Adjustment shall void the Variance. A second extension shall require a new public hearing. This provision shall apply to any Variance outstanding at the time of the Ordinance adoption.

69.9 Appeals from the action of the City Council shall be filed with the City within fifteen (15) days and with the District Court within thirty (30) days after Council action.

69.10 The Variance shall be filed with the County Recorder within forty-five (45) days.

17. Residential, Medium Density R-2 (Shoreline).

17.1 Purpose. To establish and maintain a district within the shoreland area that is recreational-residential in character with independent sanitary facilities that is compatible with the natural resources of lake and streams.

17.2 Lot, Use and Density Requirements (R-2).

	General Development Riparian (1st Tier Only)	Recreation Development 2nd Tier Gen. Development	Natural Environment
Lot width at ordinary high water line and building line – feet	100	150	200
Lot area, square feet	30,000	40,000	80,000
Buildable Area, square feet	15,000	20,000	40,000
Setback, City Road – feet	30	30	30
Setback, County Road – feet	50	50	50
Setback, waterfront – feet	75	100	150
Setback, top of bluff	50	50	50
Setback, side – feet	15	15	15
Setback Side accessory structure – feet	15	15	15
Setback, corner side – feet	15	15	15
Setback, side for storage sheds (<200 sq ft) - feet	5	5	5
Setback, rear-feet	20	20	20
Setback, sign, road – feet	1	1	1
Setback, unplatted cemetery – feet/minimum	50	50	50
Setback, wetland - feet	30	30	30
Patio setback, waterfront – feet/minimum	50	50	50
Patio area-square feet	<250	<250	<250
Maximum impervious coverage	20%	20%	15%
Parking/driveway setback from property line – feet/minimum	10	10	10
Maximum building height – feet	25	25	25
Maximum building height, accessory structure	20	20	20
Building above highest known groundwater, lake level or flood of record – feet	3	3	3
Maximum density – square feet (duplex or guest cabin with principal structure are considered two units)	1 Unit/20,000	1 Unit/40,000	1 Unit/80,000

Minimum dwelling width – feet	24	24	24
Accessory Structure Size – square feet, maximum, cumulative	1,200	1,200	1,200
Lot width and shoreline with guest cabin or duplex feet/minimum	180	225	300
Lot width with guest cabin or duplex – off shore line	200	225	400

Septic tank and/or pump chamber from ordinary high water mark – feet	50	75	150
Soil absorption system from ordinary high water mark – feet	75	75	150

17.3 Performance Standards (R-2).

17.3.2 Impervious Coverage Placement. There shall be no impervious coverage within fifty (50) feet of the Ordinary High Water Level, excepts walks and steps on grade less than four (4) feet wide and landing areas not exceeding thirty-two (32) square feet as provided for in this Ordinance.

17.3.2.1 The lake setback area shall contain natural vegetation, preferably native, except for permitted structures or facilities such as walks steps patios and sheds.

17.3.3 Impervious Coverage Increase. Impervious coverage may be increased by five percent (5%) if the following is provided:

17.3.3.1 A storm water retention plan showing containment of the five (5-year), 24-hour storm event on the parcel.

17.3.3.2 Direct runoff of storm water to adjacent water bodies, including wetlands and adjacent parcels, shall be eliminated through the use of berms or other permanent means.

Staff Findings: Staff provides the following findings of fact for discussion and consideration:

1. The subject property is located at 8561 Nottingham Rd and is zoned Residential, Medium Density R-2 (Shoreland); (Margaret Lake - General Development).
2. The subject property is +/- .50 Acres (23,552 sq. ft.)
3. The subject property contains a legal existing non-conforming structure that will be removed.
4. The proposed new dwelling with attached garage, entry, porch totaling 2,230 square feet, and a 168 square foot deck is 11 feet from the side yard setback on the north side and south side of the property, where 15 feet is required.
5. The proposed new dwelling with attached garage, entry, porch totaling 2,230 square feet, and a 168 square foot deck will meet the lake setback and road right-of-way setback, per the Certificate of Survey received 9/17/2025.
6. The applicant has provided a new septic design and will be installing a new septic system. The current septic system is failing.
7. The total impervious surface for the lot, including the proposed new dwelling with an attached garage, entry, porch and deck provided on the Certificate of Survey received 9/17/2025, is 23.5% where 25% is the maximum impervious surface total for the parcel in the Residential, Medium Density R-2 (Shoreland) zone for a riparian GD lake (stormwater management plan required per section 17.3.3).
8. No extensive research was conducted regarding similar structures in similar locations for property within the immediate vicinity of the subject property. A review of aerial imagery obtained from GIS was utilized.
9. A stormwater management plan has been submitted to the city with the variance application and reviewed by the City Engineer.
10. The DNR has been notified of the request, and no comment has been received as of the time this staff

report was drafted.

11. The City Engineer has been notified of the request, and the comment received on 10/2/2025 stated: "Stormwater retention is to be the 5-year, 24-hour event, not the 1 inch since the impervious is increasing more than 5%".
12. Notice of this variance application was published in the local newspaper & distributed to property owners within the required distance to the property (500 ft.). No comments have been received as of the drafting of this staff report.

Potential Findings for approval, for discussion with the Board of Adjustment:

13. Will granting the variance put property to use in a reasonable manner not permitted by the zoning ordinance?
 - a. Yes, the applicant is proposing to continue the use of the property as a residential home with an attached garage. The proposal does not come closer to the lake than the existing dwelling. This is also an existing lot of record established prior to zoning regulations.
14. Does the property have unique circumstances that were not created by the landowner?
 - a. Yes, the property is a non-conforming legal lot of record that is very narrow. The proposals will meet the lake and road right-of-way setbacks according to the Certificate of Survey received 9/17/2025.
15. If the variance is granted, will the essential character of the locality remain consistent?
 - a. Yes, constructing the new dwelling will not alter the essential character of the neighborhood. The proposed improvements are consistent with other houses in the vicinity of the subject property.
16. Will the variance, if granted, be consistent with the comprehensive plan and be in harmony with the purpose and intent of the City of Lake Shore ordinances?
 - a. Yes, the request, with conditions, is consistent with the purpose and intent of the zoning ordinance and the following goal in the comprehensive plan, "Support growth patterns that reinforce our lake-oriented and rural development brand." (pg. 5) and "Protect the quality of the lakes and environmental resources within and around the City." (pg. 4)
17. Has the variance request been made based on reasons other than economic considerations alone?
 - a. Yes, the request has been made on factors other than economic considerations. Implementing a stormwater management plan will help protect the water quality of Lake Margaret.

Potential Findings for denial, for discussion with the Board of Adjustment:

18. Will granting the variance put property to use in a reasonable manner not permitted by the zoning ordinance?
 - a. No, the plight of the landowner is due to circumstances created by the landowner proposing a new, bigger dwelling that does not meet the side yard setback. The intent of the Ordinance is to enforce setbacks to limit environmental concerns and impacts on Lake Margaret.
19. Does the property have unique circumstances that were not created by the landowner?
 - a. No, the plight of the landowner is due to circumstances unique to the property owner, created by the landowner wanting a bigger dwelling in this specific location, which is closer to the side yard than allowed by the Ordinance.
20. If the variance is granted, will the essential character of the locality remain consistent?
 - a. Yes, constructing the additions will not alter the essential character of the neighborhood.
21. Will the variance, if granted, be consistent with the comprehensive plan and be in harmony with the purpose and intent of the City of Lake Shore ordinances?
 - a. No, the variance is not consistent with the comprehensive plan, as decreasing the side yard setback will not provide adequate environmental considerations.

22. Has the variance request been made based on reasons other than economic considerations alone?

- a. No, the variance is for economic reasons alone, and reasonable use of the property does exist under the ordinance.

Board of Adjustment Direction: The Board of Adjustment may approve, deny, or table the request if additional information is required. If the motion is for approval or denial, findings of fact should be cited to support the motion.

Staff Recommendation: Staff recommends that the Board of Adjustment discuss and provide input regarding the proposed findings for approval and/or denial. The applicant has provided their testimony regarding the practical difficulty with the application provided to the city.

If the Board of Adjustment wishes to approve the variance request, staff recommends the following conditions of approval:

1. All construction shall be in substantial conformance with the presented plan as shown. Deviations from the presented plan will require modified approval by the Planning Commission.
2. The variance expires 12 months after approval by the Planning Commission, if the project is not commenced, unless extended per section 70.7 of the Ordinance.
3. Implement an erosion and sediment control plan utilizing best management practices (BMPs) before construction and dirt-moving activities. The city must approve the plan. The BMPs must remain in place until all disturbed soils are stabilized.
4. The proposed downspout gutters and stormwater retention areas, as shown on the stormwater management plan, shall be implemented upon completion of the project if/when a zoning permit is applied for and approved by the City.

CITY OF LAKE SHORE VARIANCE APPLICATION

- A. Applicant shall complete Variance Application provided by Zoning Department and submit to Zoning Department 30 days prior to scheduling public hearing.
- B. Application shall be accompanied by fifteen (15) prints of site plan drawing complete with as a minimum the information from Variance Checklist.
- C. Application shall be accompanied by application fee made payable to the City of Lake Shore. **This fee does not cover the land use permit, which must be filed separately, if necessary.**

REVIEW:

- A. Planning and Zoning Department shall review the application for completeness and assign a reference number to application, plans, and any other attachments. Applicant shall be notified within ten days if additional information is required to complete the application.
- B. After receipt of a completed Variance Application and supporting documents, the Zoning Department shall schedule a public hearing date on the Planning Commission's agenda for the earliest possible opening. Applicant will be notified by mail of the date and time of the public hearing.
- C. City Staff will prepare a Staff Report on the application. The Staff Report will be available for public review at City Hall no later than one week prior to the scheduled meeting date. The City Engineer may comment on the application if appropriate.
- D. The City Fee Schedule is based on average processing and review costs for land use applications. When costs exceed the original application fees, the applicant shall reimburse the City for any additional costs. Such expenses may include, but are not limited to, payroll, mailing costs, consultant fees and other professional services the City may need to obtain in reviewing permits. The City may withhold final action on a land-use application and/or hold the release of a construction permit until all fees are paid.

ACTION:

- A. The Planning Commission shall hold a public hearing on the variance application.
- B. At the conclusion of the public hearing, and after consideration of the testimony presented, the Planning Commission shall make a decision to table, approve or deny the application.

CITY OF LAKE SHORE
VARIANCE APPLICATION

Name of Applicant Michael G Smith Phone 612-599-2594

Address 8561 Nottingham Rd, Lakeshore, MN 56468 Email mike@pjcustombuilders.com

Applicant is:

Title Holder of Property:

Legal Owner (x)

Michael G. Smith

Contract Buyer ()

4346 Xerxes Ave N

Option Holder ()

Minneapolis, MN 55412

Agent ()

(Address)

Other _____

Signature of Owner, authorizing application: Michael G. Smith

(By signing the owner is certifying that they have read and understood the instructions accompanying this application.)

Signature of Applicant (if different than owner): Michael G. Smith

(By signing the applicant is certifying that they have read and understood the instructions accompanying this application.)

Location of property involved in this request:

8561 Nottingham Rd, Lakeshore, MN

Parcel ID No. 90-437-1650 _____ Zoning District _____

Description of Proposed Project: New construction of single family residential home

Specify the section of the ordinance from which a variance is sought:

Explain how you wish to vary from the applicable provisions of the ordinance: I am requestion a 10' side yard set back.

A variance is a modification or variation of the provisions of the zoning code as applied to a specific piece of property. Variances shall only be permitted when they are in harmony with the general purposes and intent of the ordinance and when the variances are consistent with the comprehensive plan. Variances may be granted when the applicant for the variance establishes that there are **practical difficulties** in complying with the zoning ordinance. Practical difficulties as used in connection with granting of a variance, means that the property owner proposes to use the property in a reasonable manner not permitted by the zoning ordinance; the plight of the landowner is due to circumstances unique to the property not created by the landowner; and the variance, if granted, will not alter the essential character of the locality. Economic considerations alone do not constitute practical difficulties. Practical difficulties include, but are not limited to, inadequate access to direct sunlight for solar energy systems.

- (1) In your opinion, is the variance in harmony with the purposes and intent of the ordinance?
Yes (x) NO () Why or why not?

The purpose of side yard setbacks is to maintain spacing between homes for safety, privacy,

drainage, and neighborhood character. Granting this variance still maintains 20 feet of total side yard space, which preserves those purposes. Without the variance, the buildable width would be only 20 feet, which is unreasonably narrow for a modern single-family home.

- (2) In your opinion, is the variance consistent with the Comprehensive Plan?

Yes (☒) No (☐) Why or why not?

The City of Lake Shore Comprehensive Plan encourages maintaining the character of existing neighborhoods while allowing reasonable residential development. A 30-foot wide home is consistent with surrounding homes and ensures the property can be reasonably developed, thus aligning with the Comprehensive Plan's intent.

- (3) In your opinion, does the proposal put the property to use in a **reasonable** manner?

Yes (☒) No (☐) Why or why not?

The lot is only 50 feet wide, and with 15-foot setbacks on both sides, only 20 feet remains buildable, which is not a reasonable use. Allowing 10-foot side setbacks provides space for a reasonably sized home that is consistent with neighborhood development.

- (4) What other options, either conforming or non-conforming, have been considered and why were those options not chosen? The only conforming option would be to construct a 20-foot-wide home, which is impractical, disproportionate, and inconsistent with neighboring structures. This would also negatively affect property value and livability. The variance provides the minimum relief necessary to allow a practical buildable home.

- (5) Describe the impact on the use and enjoyment of other property in the immediate vicinity. If there is no impact, explain why. There will be no negative impact. The proposed 10-foot setbacks still provide substantial separation between homes (20 feet total), ensuring privacy, light, air, and drainage are maintained. The design is consistent with the character of nearby homes and will not diminish the enjoyment of neighboring properties.

- (6) In your opinion, are there circumstances unique to the property?

Yes (☒) No (☐) Why or why not? The lot is only 50 feet wide.

This is narrower than many surrounding lots, and the strict application of the 15-foot setbacks on both sides leaves an unreasonably narrow 20-foot building envelope. This circumstance is unique to the property and not created by the owner.

- (7) In your opinion, will the variance maintain the essential character of the locality?

Yes (☒) No (☐) Why or why not? Homes in the area are generally of similar size and scale to the proposed 30-foot wide home. The variance will not create overcrowding or alter the neighborhood's character. It ensures the lot can be developed in a manner consistent with its surroundings.

- (8) Discuss any environmental limitations of the site or area.
There are no significant environmental limitations associated with this variance. The proposal maintains required setbacks from lakes, wetlands, and other environmentally sensitive features. Drainage and stormwater will be managed appropriately.
- (9) Please include any other comments pertinent to this request. Granting this variance allows reasonable use of a legally platted 50-foot lot while maintaining neighborhood character, public safety, and the intent of the ordinance. The variance request is the minimum necessary to make practical use of the property.

The Planning Commission must make an affirmative finding on all of the five criteria listed above in order to grant a variance. The applicant for a variance has the burden of proof to show that all of the criteria above have been satisfied.

CITY OF LAKE SHORE

_____ Completed application

_____ Fee (\$300.00)

_____ Fifteen prints of site plan

VARIANCE CHECKLIST

_____ Sewer Compliance Inspection (if ISTS)

_____ All current City charges paid

_____ Site plan with the following information, as a minimum (unless waived by P&Z Department): **Proposed improvements must be staked 10 days prior to the meeting.**

_____ Legal Description of Site

_____ Building Envelope

_____ Site plan, prepared by a licensed surveyor, showing parcel, dimensions and 10 foot contours (smaller contour intervals may be required where deemed necessary)

_____ Location of all existing and proposed structures, their square footage, dimensions and setbacks from lot lines and lakes

_____ Existing and proposed driveway, access roads, parking, off-street loading and sidewalks

_____ Proposed landscaping and screening plans

_____ Proposed Drainage Plan

- _____ Location of Septic System and well. Proposed and existing sanitary sewer and water supply plans with estimated usages on peak day
- _____ Building Elevations
- _____ Impervious surface calculations (existing and proposed).
- _____ Soils data
- _____ Bluff determination if necessary.
- _____ Name of record owner/title holder of property
- _____ Approximate location of existing and proposed water courses, wooded areas, and other significant physical features

CITY OF LAKE SHORE CONTACT INFORMATION

City of Lake Shore:

Teri Hastings, Zoning Administrator
8583 Interlachen Road
Lake Shore, MN 56468
Phone: 218-963-2148
Fax: 218-963-7562
Email: thastings@cityoflakeshore.com

Lakeshore MN Variance Application

Final Audit Report

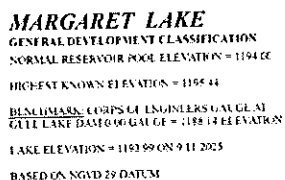
2025-09-17

Created:	2025-09-17
By:	Jason Smith (jason@pjcustombuilders.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAa_IzNaKVsq6YiD50ab8puRL8l00064j1

"Lakeshore MN Variance Application" History

-  Document created by Jason Smith (jason@pjcustombuilders.com)
2025-09-17 - 6:16:01 PM GMT- IP address: 97.127.91.133
-  Document emailed to Michael G. Smith (mike@pjcustombuilders.com) for signature
2025-09-17 - 6:16:05 PM GMT
-  Email viewed by Michael G. Smith (mike@pjcustombuilders.com)
2025-09-17 - 6:30:24 PM GMT- IP address: 174.234.129.226
-  Document e-signed by Michael G. Smith (mike@pjcustombuilders.com)
Signature Date: 2025-09-17 - 6:33:32 PM GMT - Time Source: server- IP address: 104.28.103.112
-  Agreement completed.
2025-09-17 - 6:33:32 PM GMT

**LOT 14, BLOCK 16, TINGDALE BROS' SH
SECTION 20, TOWNSHIP 135 N
CITY OF LAKESHORE, CASS
TOTAL AREA = 23,552 SQ**

[illegible]

1. Current status as shown = 2 lost. Based on NAGVD 29 datum. Contour the 41 ft to 25 ft.
2. Existing field standard maps = 1. Topographic map (R-2). Field located on 4/11/2015.
3. Aiming for subject target = Medium Risk/Endemic (R-2).
4. Paved (10' x subject piece) 00-147, 1656.
5. The FRII address of subject parcel 5561 Nottingham Road.
6. Sebakas as shown can be subject to Interpretation. Verification of networks by the governing body is advised prior to building.
7. National Wetland Inventory. Report shows no wetlands within subject property.
7. There are no bluffs located within surveyed property.
8. Prepared Sept 14/2015 based on design by property owner.
9. Sebakas and Surveyors, Inc. has made no investigation or independent search for existence of record, encroachments, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.

IMPERVIOUS	
EXISTING	
Wet	
Gravel	
Total	

IMPERVIOUS	
PROPOSED	
Proposed House w/ Porch	
Proposed	
Exist. & Proposed Gravel	
Proposed S	
Total	

[illegible]

CERTIFICATE

LOT 14, BLOCK 16, TINGDALE BROS
SECTION 20, TOWNSHIP
CITY OF LAKESHORE, ONT.
TOTAL AREA = 23,5

MARGARET LAKE

GENERAL DEVELOPMENT CLASSIFICATION
NORMAL RESERVOIR POOL ELEVATION = 1194.00

HIGHEST KNOWN ELEVATION = 1193.44

BENCHMARK: CORPS OF ENGINEERS GAUGE AT
GULL LAKE DAM 0.00 GAUGE = 1188.14 ELEVATION

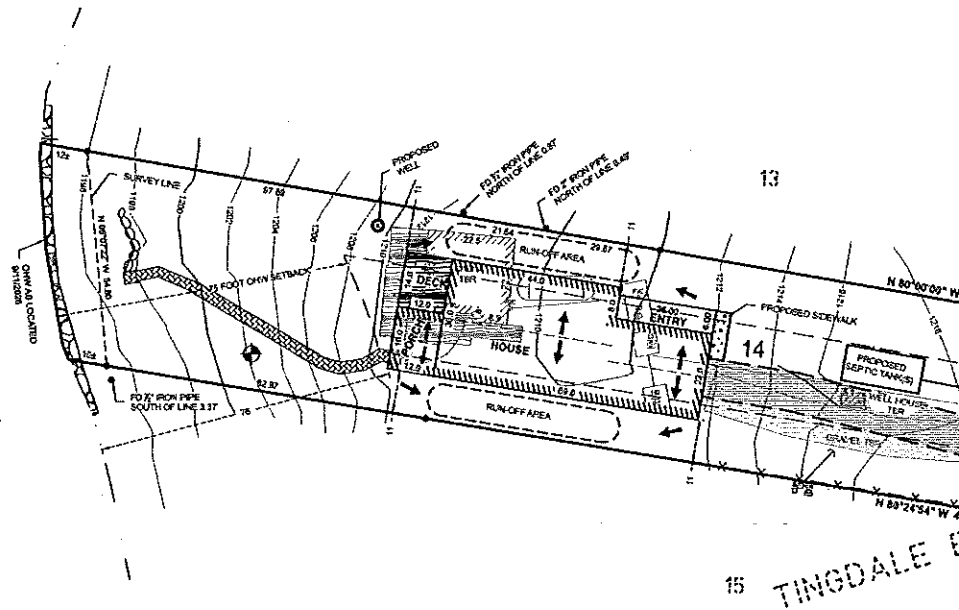
LAKE ELEVATION = 1193.99 ON 9/11/2025

BASED ON NGVD 29 DATUM

LEGEND

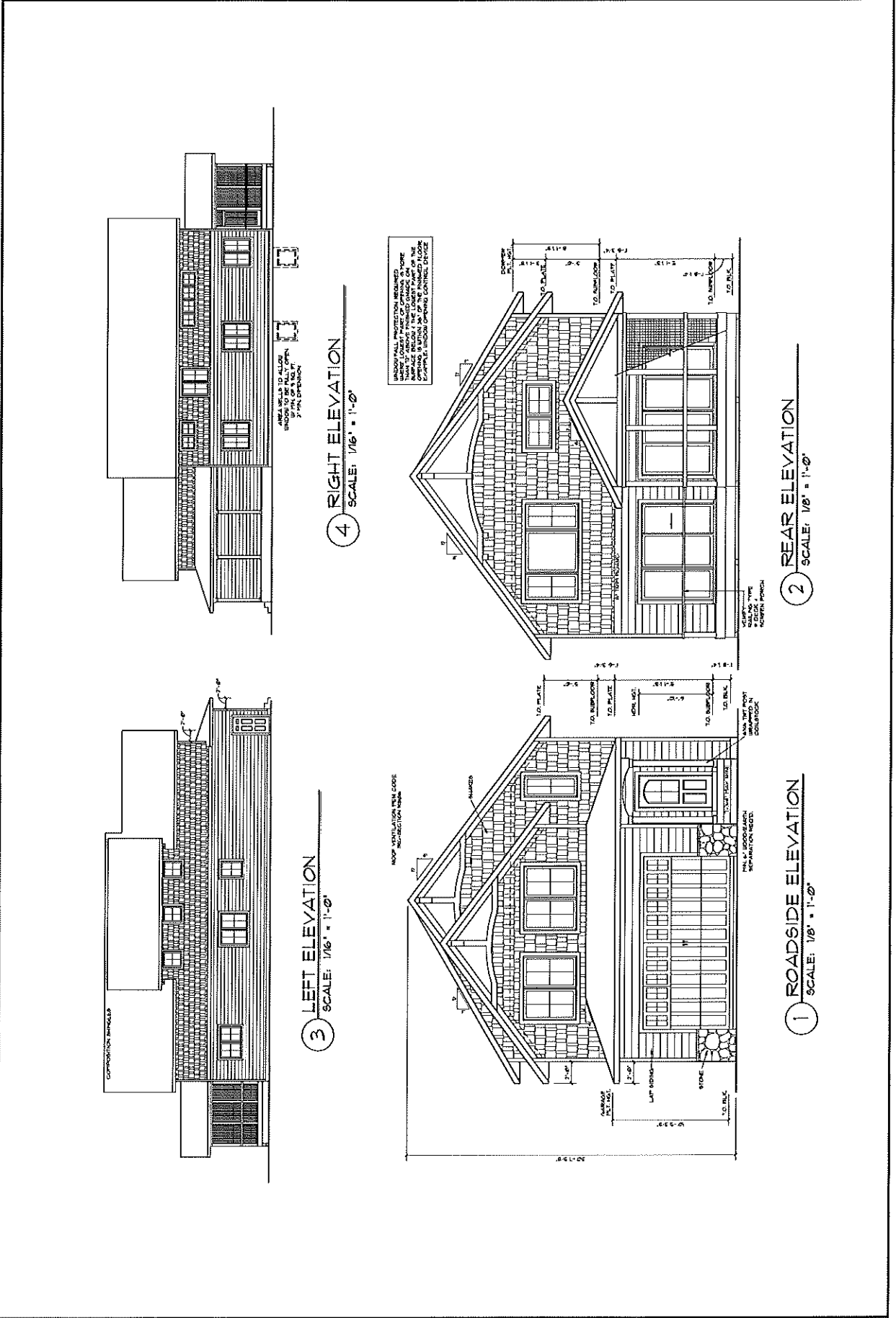
- X - X - DENOTES EXISTING FENCE LINE
- [Pattern] DENOTES EDGE OF EXISTING BITUMENOUS
- [Pattern] DENOTES EDGE OF EXISTING GRAVEL
- [Pattern] DENOTES EDGE OF EXISTING PAVING STONES
- [Pattern] DENOTES EDGE OF EXISTING WOODEN FENCING
- [Pattern] DENOTES EDGE OF EXISTING ASPHALT
- [Pattern] DENOTES EDGE OF PROPOSED CONCRETE
- DENOTES PROPOSED SURFACE DRAINAGE FLOW
- 1200 - DENOTES EXISTING INTERMEDIATE CONTOURS
- 1210 - DENOTES EXISTING NEAR CONTOURS
- DENOTES EXISTING UTILITY POLE W/ GUY WIRE
- ⊕ DENOTES EXISTING ELECTRIC METER
- [Symbol] DENOTES EXISTING LP TANK
- [Symbol] DENOTES EXISTING PLUMB TELEPHONE & PHONE BOX
- [Symbol] DENOTES EXISTING SEPTIC VENT, SEPTIC CLEANOUT & SEPTIC TANK LID
- [Symbol] DENOTES EXISTING SEPTIC LIFT STATION
- (123.45) DENOTES PLAT AND/OR REFLECTED MEASURE
- TBR DENOTES TO BE REMOVED
- [Symbol] BENCHMARK: SET DOUBLE THREADED NAIL IN SOUTH FACE OF A 12" WHITE PINE ELEV. = 1191.81
- BASED ON NGVD 29 DATUM
- DENOTES MONUMENT FOUND

ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE RECORDED PLAT OF TINGDALE BROS' SHEARWOOD FOREST ON GULL LAKE



NOTES:

1. Contour interval as shown = 2 feet. Based on NGVD 29 datum. Contours shown have been obtained using standard survey topographic methodology. Field located on 9/11/2025.
2. Zoning for subject tract = Medium Residential (R-2).
3. Parcel ID of subject parcel: 90-437-1650
4. The E911 address of subject parcel: 8561 Nottingham Road
5. Setbacks as shown can be subject to interpretation. Verification of setbacks by the governing body is advised prior to building.
6. National Wetland Inventory Report shows no wetlands within subject property.
7. There are no bluffs located within surveyed property.
8. Proposed septic system based on design by others.
9. Stonemark Land Surveying, Inc. has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.



DISCLAIMER OF WARRANTIES

Home Design Specialists, Inc. is not responsible for the accuracy or completeness of the information provided in this drawing. The user of this drawing is responsible for obtaining all necessary permits and for the accuracy and completeness of the information provided in this drawing. The user of this drawing is responsible for the accuracy and completeness of the information provided in this drawing. The user of this drawing is responsible for the accuracy and completeness of the information provided in this drawing.

Home Design Specialists

127 B-2 Avenue North, St. Clair, MI 48059
Phone: (227) 224-1517
www.homedesignspecialists.com

SUMMIT DEVELOPMENT

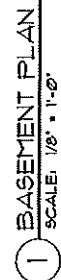
NOTTINGHAM LANE

ELEVATION

NO.	DATE	BY	CHKD.
1	12/15/2021	AD	AD
2	12/15/2021	AD	AD
3	12/15/2021	AD	AD
4	12/15/2021	AD	AD

ELEVATIONS

A-1



REGULATION PLAN

The joint liability lawsuit was presented to the court by the American Insurance Association, which is a group of insurers not named by defendants as not negligent architects or professional engineers and one of the 100,000 AIA members and one of the 100,000 AIA members. The lawsuit is the first of its kind in the United States. The lawsuit is the first of its kind in the United States.

THE DESIGN TEAM
Home Design Specialists
127 21st Avenue North
Phone: (902) 424-1517
www.thedesignteam.biz
St. Cloud, MN 56303

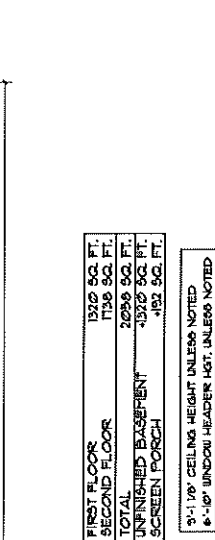
FOUNDATION PLAN
A-2

The prices recorded recently were presented as a guide for the industry. They were not based on detailed use, but on the experience of a professional estimator. The prices were not intended to be used as a basis for a detailed estimate. They were only a guide.

Summit Development
Nottingham Lane
First Floor Plan

Figure 1

Priority **Investigator** **Project Title**



1 FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

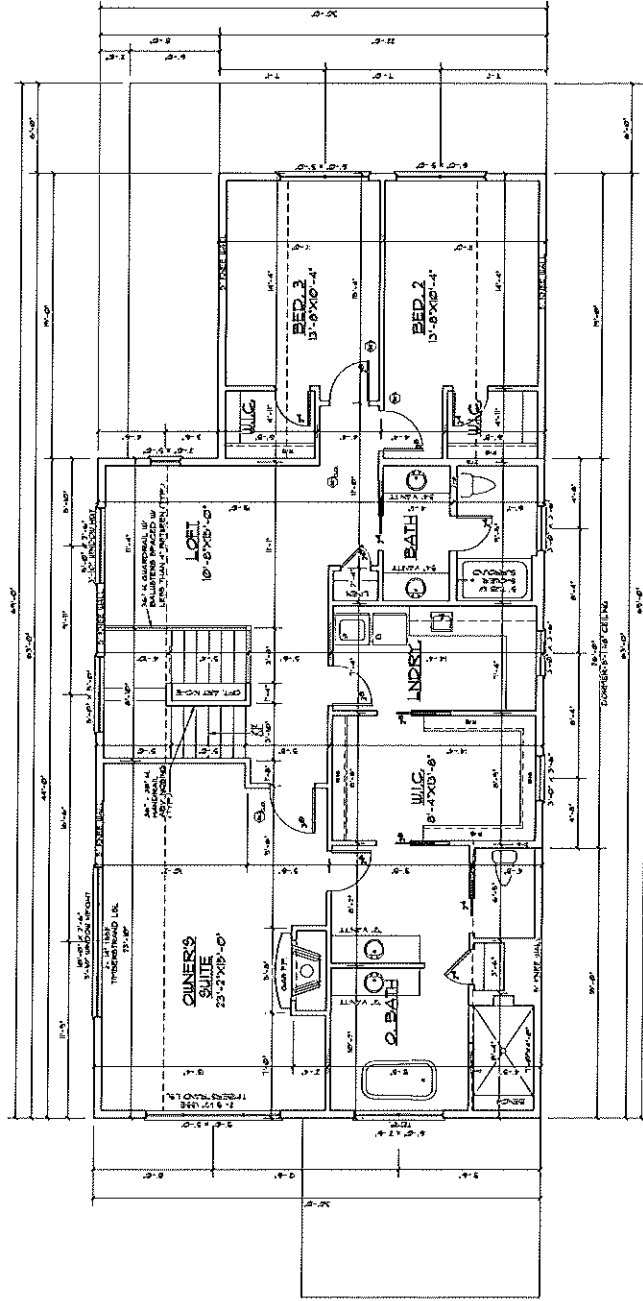
[illegible]

THE DESIGN TEAM
Home Design Specialists
1277 Ely Avenue North
Plymouth (603) 526-1117
www.thedesignteam.biz
St. Cloud, MN 56303

SECOND FLOOR PLAN

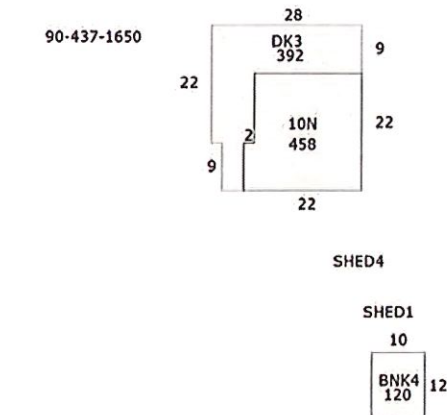
DATE RECEIVED	1987-0001
FILE NUMBER	1987-0000
CASE NO.	AD
SUBJECT	AD
REMARKS	
RECEIVED	
DATE RECEIVED	
FILE NUMBER	
CASE NO.	
SUBJECT	
REMARKS	

SECOND FLOOR PLAN
A-4
COPYRIGHT 1987-0000



3'-1 1/8" CEILING HEIGHT UNLESS NOTED
6'-10" WINDOW HEADER HGT. UNLESS NOTED

1 SECOND FLOOR PLAN
SCALE: 1/8" = 1'-0"



Fee Owner: 73941 FALCO:
BURTON, THOMAS J & VANESSA A
Taxpayer: 73941 FALCO:FO
BURTON, THOMAS J & VANESSA A
13144 CURRY CT
ROGERS MN 55374-8765
Primary Address/911 #:
8561 NOTTINGHAM RD
LAKE SHORE

DISTRICTS:

Twp/City . . : 90 LAKE SHORE CITY
Plat . . . : 437 TINGDALE BROS' SHERWOOD FOLOT 14 BLK 16
School . . : 181 BRAINERD SCHOOL
Lake . . . : 11022200 MARGARET 17,20,29-135-29

LEGAL DESCRIPTION:

Sec/Twp/Rge : 20 135.0 29 Acres: .00

ASSESSMENT DETAILS: -----

					Acres	CAMA	Estimated	Deferred	Taxable
2025 Rcd: 1 Class: 151 Non-Comm Seasonal Residential Recreationa					Land .38	401,318	401,300		401,300
Hstd: 0 seasonal					Building	49,348	49,300		49,300
MP/Seq: 90-437-1650 000					Total MKT	450,666	450,600		450,600
Own% Rel AG% Rel NA% Dsb%									
2024 Rcd: 1 Class: 151 Non-Comm Seasonal Residential Recreationa					Land .38	311,475	311,500		311,500
Hstd: 0 seasonal					Building	45,731	45,700		45,700
MP/Seq: 90-437-1650 000					Total MKT	357,206	357,200		357,200
Own% Rel AG% Rel NA% Dsb%									
2023 Rcd: 1 Class: 151 Non-Comm Seasonal Residential Recreationa					Land .38	401,318	401,300		401,300
Hstd: 0 cabin					Building	45,552	45,600		45,600
MP/Seq: 90-437-1650 000					Total MKT	446,870	446,900		446,900
Own% Rel AG% Rel NA% Dsb%									

ASSESSMENT SUMMARY: -----

Year	Class	Hstd	Land Mkt	Land Dfr	Building	Total Mkt	Total Dfr	Limited Mkt	Limited Dfr	Exemptions	Taxable	New Imp
2025	151	0	401,300	0	49,300	450,600		450,600			450,600	0
2024	151	0	311,500	0	45,700	357,200		357,200			357,200	0
2023	151	0	401,300	0	45,600	446,900		446,900			446,900	0

CAMA LAND DETAILS: -----

Land market: 90 LAKESHORE CITY Last calc date/env: 02/24/25 B
Neighborhood: 90222A MARGARET-431;434;437;438;451;4 1.00 Asmt year: 2025
COG: 73941 1 Ac/FF/SF: .38 Lake: 11022200 MARGARET 17,20,29-1
Wid: .00 Dth: 300.00 Avg CER:

Land/Unit Type	Units	Qlt/Acc	-Other- Comment	OV Df	Base Rate	Adj Rate	Value Asmt Cd	Acres	PTR Value	Improvement	CER Factors
SL UN	1.00				12000.00	12000.00	12000 1 151				
	1.00						SV				
222A FF	55.00 2				6500.00	7078.50	389318 1 151	.38			
	55.00						OV				
Front feet:	55.00										

Totals: 401,318

Mineral:

CAMA SUMMARY: -----

Schedule: 2025 Quintile date: 10/10/2023 Insp/By/Cmp: 10/10/2023 AH R
Neighborhood: 90222A MARGARET-431;434;437;438;451;4
Nbr Typ Subtype Description Wid Len Size Class Qlt H/G Est Value New Imp Class Code
1 RES 1-3 458 035 45,608 0 151
2 OTH BNK HSE 10 12 120 4 3,240 0 151

3 OTH SHED	1	4	500	0	151
4 OTH SHED	1	1		0	151
Estimated land value :			401,318		
Mineral value :					
Improvement value . . :			49,348		
Total value :			450,666		

CAMA IMP DETAILS: 1 RES 1-3
 House/Garage: Schedule: 2025
 Construction class/Quality: 035
 Actual/Effective year built: 1965
 Condition:

DEPRECIATION PCT GOOD FACTORS:
 Physical: RES .71
 Functional incurable . . .
 Economic: 90222A 1.35
 Additional
 Total percent good96

NOTES: -----

---- Characteristics/Areas ---			Wid	Len	Units	Str	Fdt	Wal	OV	Rate	RCN	Sum	PD	Curable	%Cmp	%New	New Imp	RCNLD
_010	MEASURED	Y	YES															
_020	VIEWED	Y	INTERIOR															
_030	COLOR	TAN	TAN/BEIGE															
_040	CONSTRUCTN	1	FRAME															
_050	FOUNDATION	3	PIERS															
_060	EXT WALLS	VYN	VINYL LAP															
_070	ROOF TYPE	1	GABLE															
_080	ROOF MAT	1	ASPHLT SHG															
_090	WINDOWS	3	COTTAGE															
_100	FURN TYPE	7	SPACE HTR															
_110	FUEL TYPE	1	PROPANE															
_120	ELEC SERV	7	UNKNOWN															
_130	WELL	Y	YES															
_140	SEPTIC	Y	YES															
_150	INT WALL	2	KP/CEDAR															
_160	INT FLOOR	1	CPT/VINYL															
_170	# BATHS	1	=1															
_180	# BEDROOMS	1	=1															
_300	STYLE	RAM	RAMBLER															
_BAS	BASE AREA	035	D3.5			458				91.00	41,678	1			1.00			39,969
_DK	DECKING	3	W/RAIL			392				15.00	5,880	1			1.00			5,639

Effective BAS rate:	87.27	Totals:	47,558	45,608
Ground floor area:	458			
Gross floor area:	458			

CAMA IMP DETAILS: 2 OTH BNK HSE
 House/Garage: Schedule: 2025
 Construction class/Quality: 4
 Actual/Effective year built:
 Condition:

DEPRECIATION PCT GOOD FACTORS:
 Physical: 1.00
 Functional incurable . . .
 Economic: 90222A 1.35
 Additional
 Total percent good1.35

NOTES: -----

---- Characteristics/Areas ---			Wid	Len	Units	Str	Fdt	Wal	OV	Rate	RCN	Sum	PD	Curable	%Cmp	%New	New Imp	RCNLD
_BAS	BNK HOUSE	4	OLDR SM FI	10	12	120				20.00	2,400	1			1.00			3,240

Effective BAS rate:	27.00	Totals:	2,400	3,240
Ground floor area:	120			
Gross floor area:	120			

CAMA IMP DETAILS: 3 OTH SHED
 House/Garage: Schedule: 2025
 Construction class/Quality: 4
 Actual/Effective year built:
 Condition:

DEPRECIATION PCT GOOD FACTORS:
 Physical: 1.00
 Functional incurable . . .
 Economic: 90222A 0 1.00
 Additional
 Total percent good1.00

NOTES: -----

---- Characteristics/Areas ---			Wid	Len	Units	Str	Fdt	Wal	OV	Rate	RCN	Sum	PD	Curable	%Cmp	%New	New Imp	RCNLD
_BAS	SHED	4	POOR/MISC			1				500.00	500	1			1.00			500

Effective BAS rate:	500.00	Totals:	500	500
Ground floor area:	1			
Gross floor area:	1			

CAMA IMP DETAILS: 4 OTH SHED
 House/Garage: Schedule: 2025
 Construction class/Quality: 1
 Actual/Effective year built:
 Condition:

DEPRECIATION PCT GOOD FACTORS:
 Physical: 1.00
 Functional incurable . . .
 Economic: 90222A 0 1.00
 Additional
 Total percent good1.00

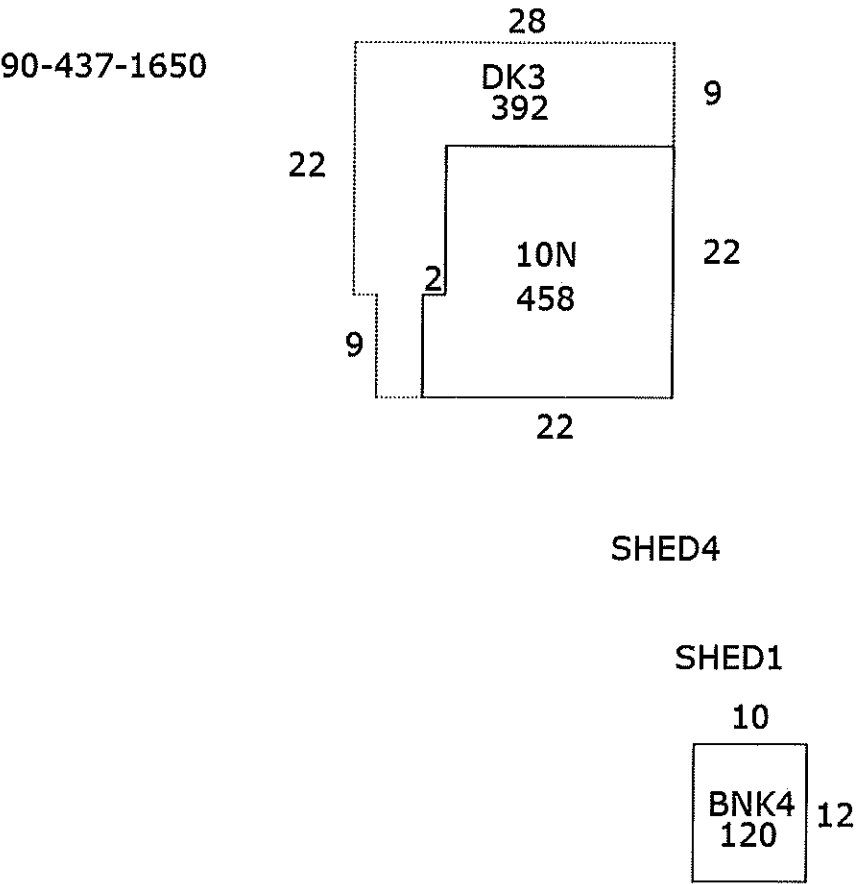
NOTES: -----

---- Characteristics/Areas ---			Wid	Len	Units	Str	Fdt	Wal	OV	Rate	RCN	Sum	PD	Curable	%Cmp	%New	New	Imp	RCNLD
BAS SHED	1	NO VALUE			1														

Effective BAS rate:	.00	Totals:
Ground floor area:	1	
Gross floor area:	1	

Field check value: Appraiser's initials: Date of inspection:





Sketch by Apex Sketch

[Draft] Fw: 10/13/2025 Variance application - City of Lake Shore - Smith

From

From: Alex Bitter <Alex.Bitter@widseth.com>
Sent: Thursday, October 2, 2025 8:04 AM
To: Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>
Subject: RE: 10/13/2025 Variance application - City of Lake Shore - Smith

EXTERNAL

Hi Nicole,

My comments are as follows:

- Stormwater retention is to be the 5-year, 24hour event, not the 1 inch since the impervious is increasing more than 5%.

Thank you,

Alex Bitter, PE
Civil Engineer, VP
218-316-3627
7804 Industrial Park Road
Baxter, MN 56425



Widseth.com

File Transfer | [Click here to transfer large files](#)

[50 Best Places to Work](#) (*Prairie Business Magazine, 2025*).

ORDINANCE NO. 02-2025
AN ORDINANCE AMENDING THE CITY CODE TO REGULATE CANNABIS BUSINESSES
CITY OF LAKE SHORE
COUNTY OF CASS, STATE OF MINNESOTA

Purpose and Intent. The purpose and intent of this Ordinance is adopt the Cannabis Business Ordinance Sections 1 through 6 to implement the provision of Minnesota Statutes Chapter 342, which authorizes the City of Lake Shore to protect the health, safety, and welfare of the City of Lake Shore's residents by regulating cannabis businesses within the legal boundaries of the City of Lake Shore.

Amendments. This ordinance hereby establishes the Lake Shore Cannabis Business Ordinance. The following underlined language will be added.

The City Council of the City of Lake Shore hereby ordains:

LAKE SHORE CANNABIS BUSINESS ORDINANCE

<u>Section 1</u>	<u>Administration</u>
<u>Section 2</u>	<u>Registration of Cannabis Business</u>
<u>Section 3</u>	<u>Requirements for a Cannabis Business (Time, Place, Manner)</u>
<u>Section 4</u>	<u>Temporary Cannabis Events</u>
<u>Section 5</u>	<u>Use of Cannabis in Public</u>
<u>Section 6</u>	<u>Lower-Potency Hemp Edibles</u>

Section 1. Administration

1.1 Findings and Purpose

The City of Lake Shore makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of Lake Shore to protect the public health, safety, welfare of the City of Lake Shore residents by regulating cannabis businesses within the legal boundaries of the City of Lake Shore.

The City of Lake Shore finds and concludes that the proposed provisions are appropriate and lawful land use regulations for the City of Lake Shore, that the proposed amendments will promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

The City of Lake Shore has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of

a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.

- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.
- e) Ordinance shall be applicable to the legal boundaries of the City of Lake Shore.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

1.4 Enforcement

The City of Lake Shore is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, shall have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.

4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the City of Lake Shore to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within the City of Lake Shore without first registering with the City of Lake Shore.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration shall incur a civil penalty of up to \$2,000 for each violation.

Notwithstanding the foregoing provisions, the state shall not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the City of Lake Shore shall conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, the City of Lake Shore shall certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

The City of Lake Shore shall not charge an application fee.

A registration fee, as established in the City of Lake Shore's fee schedule, shall be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee shall not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee shall include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the City of Lake Shore shall be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee shall not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The City of Lake Shore shall issue a retail registration to a [state-licensed](#) cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

(A) An applicant for a retail registration shall fill out an application form, as provided by the City of Lake Shore. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;
- iii. The address and parcel ID for the property which the retail registration is sought;
- iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.

- (B) The applicant shall include with the form:
 - i. the registration fee as required in Section 2.3.1;
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
- (C) Once an application is considered complete, the City of Lake Shore shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.
- (D) The application fee shall be non-refundable once processed.

2.3.3 Application Approval

- (A) A state-licensed cannabis retail business application shall not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business application shall not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance shall be approved.

2.3.4 Annual Compliance Checks.

The City of Lake Shore shall complete at minimum one compliance check per calendar year of every cannabis business to assess if the business meets age verification requirements, as required under Minn. Stat. 342.22 Subd. 4(b) and Minn. Stat. 342.24 and this ordinance.

The City of Lake Shore shall conduct at minimum one unannounced age verification compliance check at least once per calendar year.

Age verification compliance checks shall involve persons at least 17 years of age but under the age of 21 who, with the prior written consent of a parent or guardian if the person is under the age of 18, attempt to purchase adult-use cannabis flower, adult-use cannabis products, lower-potency hemp edibles, or hemp-derived consumer products under the direct supervision of a law enforcement officer or an employee of the local unit of government.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A state-licensed cannabis retail business shall be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of the City of Lake Shore.

2.4 Renewal of Registration

The City of Lake Shore shall renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business shall apply to renew registration on a form established by the City of Lake Shore.

A cannabis retail registration issued under this ordinance shall not be transferred.

2.4.1 *Renewal Fees.*

The City of Lake Shore may charge a renewal fee for the registration starting at the second renewal, as established in City of Lake Shore's fee schedule.

2.4.2 *Renewal Application.*

The application for renewal of a retail registration shall include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.

2.5 Suspension of Registration

2.5.1 *When Suspension is Warranted.*

The City of Lake Shore may suspend a cannabis retail business's registration if it violates the ordinance of the City of Lake Shore or poses an immediate threat to the health or safety of the public. The City of Lake Shore shall immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 *Notification to OCM.*

The City of Lake Shore shall immediately notify the OCM in writing the grounds for the suspension. OCM will provide the City of Shore and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 *Length of Suspension.*

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Lake Shore may reinstate a registration if it determines that the violations have been resolved.

The City of Lake Shore shall reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the City of Lake Shore may impose a civil penalty, as specified in the City of Lake Shore's Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

The City of Lake Shore shall limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within the City of Lake Shore.

If Cass County has one active cannabis retail business registration for every 12,500 residents, the City of Lake Shore shall not register additional state-licensed cannabis retail businesses.

Section 3. Requirements for Cannabis Businesses

3.1 Minimum Buffer Requirements

The City of Lake Shore shall prohibit the operation of a cannabis business within 1,000 feet of a school.

The City of Lake Shore shall prohibit the operation of a cannabis business within 500 feet of a day care.

The City of Lake Shore shall prohibit the operation of a cannabis business within 500 feet of a residential treatment facility.

The City of Lake Shore shall prohibit the operation of a cannabis business within 500 feet of an attraction within a public park that is regularly used by minors, including a playground or athletic field.

Pursuant to Minn. Stat. 462.357 subd. 1e, nothing in Section 3.1 shall prohibit an active cannabis business or a cannabis business seeking registration from continuing operation at the same site if a school/daycare/residential treatment facility/attraction within a public park that is regularly used by minors moves within the minimum buffer zone.

3.2 Zoning and Land Use

3.2.1. Cultivation.

Cannabis businesses licensed or endorsed for cultivation are permitted as a conditional use in the following zoning districts:

- Rural Residential/Agriculture Zone

3.2.1. Cannabis Manufacturer.

Cannabis businesses licensed or endorsed for cannabis manufacturer are permitted as a conditional use in the following zoning districts:

- Rural Residential/Agriculture Zone

3.2.1. Hemp Manufacturer.

Businesses licensed or endorsed for low-potency hemp edible manufacturers are permitted as a conditional use in the following zoning districts:

- Rural Residential/Agriculture Zone

3.2.1. Wholesale.

Cannabis businesses licensed or endorsed for wholesale are permitted as a conditional use in the following zoning districts:

- Rural Residential/Agriculture Zone

3.2.1. Cannabis Retail.

Cannabis businesses licensed or endorsed for cannabis retail are permitted as a conditional use in the following zoning districts:

- Neighborhood Commercial Business

3.2.1. Cannabis Transportation.

Cannabis businesses licensed or endorsed for transportation are permitted as a conditional use in the following zoning districts:

- Rural Residential/Agriculture Zone

3.2.1. Cannabis Delivery.

Cannabis businesses licensed or endorsed for delivery are permitted as a conditional use in the following zoning districts:

- Rural Residential/Agriculture Zone

3.3 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, and cannabis products between the hours of 10 a.m. and 10 p.m., Monday-Sunday.

Section 4. Temporary Cannabis Events

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A license or permit is required to be issued and approved by the City of Lake Shore prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in City of Lake Shore's fee schedule, shall be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The City of Lake Shore shall require an application for Temporary Cannabis Events.

(A) An applicant for a retail registration shall fill out an application form, as provided by the City of Lake Shore. Said form shall include, but is not limited to:

- i. Full name of the property owner and applicant;
- ii. Address, email address, and telephone number of the applicant;

(B) The applicant shall include with the form:

- i. the application fee as required in Section 4.1.2;
- ii. a copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.

The application shall be submitted to the City of Lake Shore, or other designee for review. If the designee determines that a submitted application is incomplete, they shall return the application to the applicant with the notice of deficiencies.

(C) Once an application is considered complete, the designee shall inform the applicant as such, process the application fees, and forward the application to the City Council for approval or denial.

(D) The application fee shall be non-refundable once processed.

(E) The application for a license for a Temporary Cannabis Event shall meet the following standards:

(F) A request for a Temporary Cannabis Event that meets the requirements of this Section shall be approved.

(G) A request for a Temporary Cannabis Event that does not meet the requirements of this Section shall be denied. The City of Lake Shore shall notify the applicant of the standards not met and basis for denial.

Temporary cannabis events shall only be held at licensed retail cannabis establishments.

There shall be no onsite consumption of cannabis flower or cannabis products at Temporary Cannabis Events.

Section 5. Use in Public Places

No person shall use cannabis flower, cannabis products, in a public place or a place of public accommodation unless the premises is an establishment or an event licensed to permit on-site

consumption of adult-use.

Section 6. Lower-Potency Hemp Edibles

A jurisdiction can establish different standards or requirements regarding Low-Potency Edibles. A jurisdiction can consider including the following section and subsections in their cannabis ordinance.

6.1 Sale of Low-Potency Hemp Edibles

The sale of Low-Potency Edibles is permitted, subject to the conditions within this Section.

6.2 Zoning Districts

If sales are permitted, a jurisdiction can limit what zone(s) the sales of Low-Potency Edibles can take place in. A jurisdiction can also determine if such activity requires a Conditional or Interim Use permit.

Low-Potency Edibles businesses are permitted as allowed use in the following zoning districts:

- Neighborhood Commercial Zone
- Waterfront Commercial Zone

6.3 Additional Standards

6.3.1 Sales within Municipal Liquor Store.

A jurisdiction that already operates a Municipal Liquor Store may sell Low-Potency Edibles within the same store.

The sale of Low-Potency Edibles is permitted in a Municipal Liquor Store.

6.3.2 Age Requirements.

A jurisdiction is able to restrict the sale of Low-Potency Edibles to locations such as bars.

The sale of Low-Potency Edibles is permitted only in places that admit persons 21 years of age or older.

6.3.3 Beverages.

The sale of Low-Potency Hemp Beverages is permitted in places that meet requirements of this Section.

6.3.4 Storage of Product.

A jurisdiction is able to set requirements on storage and sales of Low-Potency Edibles.

Low-Potency Edibles shall be sold behind a counter and stored in a locked case.

Effective Date: This ordinance amendment shall be in full force and effect from and after passage and publication according to state law.

Passed by the City of Lake Shore Council this _____ day of _____, 2025, by a ____/5ths vote.

Andy Stewart, Mayor

Attest: _____
Laura Fussy, City Clerk

ORDINANCE NO. 03-2025
AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE
REGARDING CANNABIS BUSINESSES
CITY OF LAKE SHORE
COUNTY OF CASS, STATE OF MINNESOTA

The City of Lake Shore ordains:

Section 1. **Purpose and Intent.** The purpose and intent of this Ordinance is to amend the City of Lake Shore Zoning Ordinance No. 02-2025 to include definitions for cannabis related businesses and uses and establish which districts allow cannabis businesses as either conditional or permitted uses.

Section 2. **Amendments.** This ordinance will amend Ordinance No. 02-2025, the City's Zoning Ordinance, by amending Sections 4 "Definitions," and 21 "Land Use Matrix." The following underlined language will be added:

NO. 4 RULES AND DEFINITIONS

Definitions

4.53 Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. Harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

4.54 Cannabis/Hemp Manufacturer: A business licensed to conduct the activities to turn raw, dried cannabis and cannabis parts into other types of cannabis products, including but not limited to edibles, topicals, vaporizers, etc.

4.55 Cannabis Retail Business: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers conducting sales of Cannabis directly to consumers.

4.56 Cannabis Transportation/Delivery: Cannabis Businesses licensed or endorsed by the State Office of Cannabis Management for delivery or transportation of Cannabis Products.

4.57 Cannabis Wholesale: The operation to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.

All subsequent definitions after definition "4.57" will be renumbered accordingly.

No. 21.3 Neighborhood Commercial District

- Conditional Use Permit

4.55 Cannabis Retail Business

No. 21.3 Rural Residential/Agricultural District

- Conditional Use Permit

4.53 Cannabis Cultivation

4.54 Cannabis/Hemp Manufacturer

4.56 Cannabis Transportation/Delivery

4.57 Cannabis Wholesale

Effective Date: This ordinance amendment shall be in full force and effect from and after passage and publication according to state law.

Passed by the City of Lake Shore Council this _____ day of _____, 2025, by a ____/5ths vote.

Andy Stewart, Mayor

Attest: _____
Laura Fussy, City Clerk

RE: City of Lake Shore - Draft Cannabis Ordinance

From Tom Pearson <tpearson@gqlaw.net>
Date Tue 10/21/2025 12:45 PM
To Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>
Cc Laura Fussy <lfussy@cityoflakeshore.gov>

EXTERNAL

Hi Nicole-

I have reviewed this draft Ordinance and I don't see any revisions necessary.

-Tom

THOMAS C. PEARSON
ATTORNEY



14275 Golf Course Drive, Suite 200
Baxter, MN 56425
Telephone: (218) 828-9511
Fax: (218) 824-8545

100 First Street Southeast
Little Falls, MN 56345
Telephone: (320) 632-3606
Fax: (320) 632-3567

<http://www.gqlaw.net>

IRS Circular 230 Notice:

To ensure compliance with requirements imposed by the IRS, we inform you that, except to the extent expressly provided to the contrary, any federal tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

CONFIDENTIALITY NOTICE

The information in this communication, including any attachments, is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender immediately and delete the material from all sources. This communication was not intended to waive the attorney/client or any other privilege.

ELECTRONIC TRANSACTIONS DISCLAIMER: If this communication concerns negotiation of a contract or agreement, this communication does not indicate agreement to conduct transactions by electronic means under Minn. Stat. § 325L.05 or other applicable electronic transactions law. Furthermore, if an electronic transaction is contemplated, no signature in any document attached to this communication is intended to be valid unless "hand-signed."

From: Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>
Sent: Friday, October 3, 2025 11:03 AM
To: Tom Pearson <tpearson@gqlaw.net>
Cc: Laura Fussy <lfussy@cityoflakeshore.gov>
Subject: City of Lake Shore - Draft Cannabis Ordinance

Good morning Tom,

I have attached the draft copy of the Cannabis Ordinance that the City of Lake Shore's cannabis committee discussed this week. Would you please review and provide feedback? The committee would like to see the Cannabis Ordinance included on the November agenda for a public hearing.

Thank you,
Nicole

Nicole Hausmann | Community Development Administrator

Office: 218-541-5538

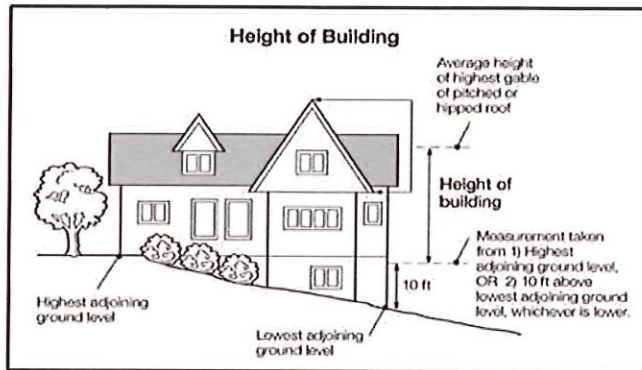
Website: mn.sourcewell.org



4.46 Buildable Area. Any site, lot, parcel or any portion thereof that does not contain designated flood plain, wetlands or areas in excess of twenty-five percent (25) percent slope.

4.47 Building. Any structure used or intended for storage, shelter or occupancy.

4.48 Building Height. The vertical distance between the highest adjoining ground level at the building or ten (10) feet above the lowest ground level, whichever is lower, and the highest point of a flat roof or average height between the eaves and the highest ridge of gable, hip or gambrel roofs or ten feet below the peak, whichever is greater.



4.49 Building Line. A line parallel to a lot line or the ordinary high-water level at the required setback beyond which a structure may not extend.

4.50 Campground. Any area, whether publicly or privately owned, consisting of designated campsites with appropriate facilities and management services designed for temporary occupation by tents or recreational vehicles. In order to qualify as a Campground pursuant to this definition, a Campground shall also be fully licensed and permitted under appropriate state and local regulations.

4.51 Camping. Habitation of a temporary structure.

4.52 Campsite. A parcel within a resort or campground designated for the occupancy of one (1) family on a periodic basis in a tent or recreational vehicle.

4.53 Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant. Harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.

4.54 Cannabis/Hemp Manufacturer: A business licensed to conduct the activities to turn raw, dried cannabis and cannabis parts into other types of cannabis products, including but not limited to edibles, topicals, vaporizers, etc.

4.55 Cannabis Retail Business: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, and lower-potency hemp edible retailers conducting sales of Cannabis directly to consumers.

4.56 Cannabis Transportation/Delivery: Cannabis Businesses licensed or endorsed by the State Office of Cannabis Management for delivery or transportation of Cannabis Products.

4.57 Cannabis Wholesale: The operation to purchase from a business growing or manufacturing cannabis or cannabis products and sell to a cannabis business engaged in retail.

4.58 Cemetery, Unplatted. Any human remains or burials found outside of platted, recorded or identified cemeteries pursuant to Minnesota Statutes, Chapter 307.08.

4.59 Chairman. The individual elected by the Planning Commission to chair their meetings. A vice-chair may also be elected and would serve as chairman when the elected chairman was absent.

4.60 Child Care, Center. A facility that is maintained, for the whole or part of the day, for the care of five (5) or more children who are eighteen (18) years of age or younger and who are not related to the owner, operator or manager thereof, whether such facility is operated with or without compensation for such care and with or without stated educational purposes. The term shall not include any facility licensed as a foster care home or any facility defined as a Child Care, Family Home.

4.61 Child Care, Family Home. A primary residence where, for the whole or part of the day, an owner of the residence, licensed as a child care provider, cares for five or more children who are eighteen (18) years of age or younger and who are not related to the owner, whether such facility is operated with or without compensation for such care.

4.62 Church. A building, together with its accessory buildings and uses, where persons regularly assemble for religious worship and which building, together with its accessory buildings and uses, is maintained and controlled by a religious body organized to sustain public worship and related community activities.

4.63 City Administrator. The appointed person responsible for administration of the City affairs.

4.64 Clear Cutting. See Vegetation Removal, Clear Cutting.

4.65 City Council. The duly elected governing body of the City.

4.66 City Sewer or Water System. A system of municipally maintained utilities, approved by the State, and serving more than one (1) building or property.

4.67 Commercial Use. The principle use of land or buildings for the sale, lease, rental, trade of products, goods or services.

4.68 Commercial Wireless Telecommunication Services. All commercial wireless telecommunications services including cellular, personal communications services, specialized mobilized radio, enhanced specialized mobilized radio, paging and similar services that are marketed to the general public.

4.69 Commissioner. The Commissioner of the Department of Natural Resources.

4.70 Community Park. A park designed to provide recreational opportunities to serve the entire community.

4.71 Conservation Parcel. A parcel of land set aside from development in a Conservation Subdivision.

A- allowed w/o a permit, P - permitted, C- conditional use, AC - accessory use, E - excluded

*All uses and structures must meet all other requirements of the ordinance.

<u>USE</u>	<u>Rural Residential/Agriculture and Wooded Residential</u>	<u>Open Space</u>	<u>Residential - Low Density</u>	<u>Residential Medium- Density</u>	<u>Commercial Waterfront</u>	<u>Neighborhood Commercial</u>	<u>Public Ownership</u>	<u>Rural Residential & Ag.</u>
Camping	A	E	A	A	A	E	E	
Cannabis Cultivation	E	E	E	E	E	E	E	C
Cannabis /Hemp Manufacturer	E	E	E	E	E	E	E	C
Cannabis Retail Business	E	E	E	E	E	C	E	E
Cannabis Transportation/Delivery	E	E	E	E	E	E	E	C
Cannabis Wholesale	E	E	E	E	E	E	E	C
Lower-Potency Hemp Edibles	E	E	E	E	A	A	E	E
Cemetery	C	E	E	E	E	E	C	
Child Care, Center (1)	C	E	C	C	C	C	C	
Child Care, Family Home (2)	A	E	A	A	C	C	A	
Church	C	E	C	C	C	C	C	
Commercial Use (Other, Not Classified)	E	E	E	E	C	C	E	
Community Park	A	A	A	A	A	A	A	
Conservation Development	C	E	C	C	C	C	E	
Controlled Access Lot	E	E	E	E	E	E	E	
Deck	AC	E	AC	AC	AC	AC	AC	
Dock	A	A	A	A	A	A	A	
Dormitory	C	E	E	P	E	E	E	
Duplex, Triplex or Quad	C	E	C	C	C	C	E	
Dwelling, Multi-Family	C	E	C	C	C	C	E	
Dwelling, Single-Family	P	E	P	P	C	C	E	
Dwelling, Townhouse	C	E	C	C	C	C	E	
Exterior Storage	AC	E	AC	AC	AC	AC	AC	
Extractive Use-Gravel Pit	C	E	E	E	E	E	E	
Feedlot	E	E	E	E	E	E	E	
Fence	A	A	A	A	A	P	A	

Miscellaneous Fees	
Sign	\$50
On-Site Septic	\$225
Road Approach/Driveway Entrance	\$25
Address Sign	\$75
Road Vacation	\$300
City Sewer Fees	
City Sewer Connection	\$100 permit only, does not include connection fee
User Fee – (flat fee)	\$169
Connection Fee (in 2026)	\$7,700 (increases \$100 per year)
Public Hearing Fees	
Variance	\$450 + recording fee
Conditional Use Permit	\$450 + recording fee
Ordinance Amendment	\$550 + recording fee
Rezoning Request	\$500
Subdivisions	
Preliminary Plat	\$350 + \$10 for each lot
Final Plat	\$350 + recording fee
Lot Split (metes & bounds)	\$300
Lot Split (Administrative)	\$100
Cannabis Business Registration	
Initial Registration Fee	\$500 or 50% of initial state license fee, whichever is less
Registrational Renewal Fee	\$1,000 or 50% of renewal state license fee, whichever is less
Administrative Fees	
Planning & Zoning Special Meeting	\$200 + all costs associated with the meeting, including the city engineer, the city attorney, and publication costs.
City Council Special Meeting	\$200 + all costs associated with the meeting, including the city engineer, the city attorney, and publication costs.
Short Term Rental Fee	\$250
Copy of property file	\$5-\$15, depending on the size of the file
Copy of city map	\$5

**CITY OF LAKE SHORE
PLANNING COMMISSION/BOARD
OF ADJUSTMENT
NOTICE OF PUBLIC HEARING
MONDAY, November 10, 2025
AT 9:00 AM
LAKE SHORE CITY HALL**

TO WHOM IT MAY CONCERN:

The Lake Shore Planning Commission/Board of Adjustment will hear the following items at their regular scheduled meeting on Monday, November 10th at 9:00 AM, City Hall.

ORDINANCE 02-2025 to adopt the Cannabis Business Ordinance Sections 1 through 6 to implement the provision of Minnesota Statutes Chapter 342, which authorizes the City of Lake Shore to protect the health, safety, and welfare of the City of Lake Shore's residents by regulating cannabis businesses within the legal boundaries of the City of Lake Shore. Applicant: City of Lake Shore.

ORDINANCE AMENDMENT 03-2025 to amend Sections 4 "Definitions," and 21 "Land Use Matrix" of the City of Lake Shore's City Code of Ordinances by adding definitions for and including the following uses in the Land Use Matrix: Cannabis Cultivating, Cannabis/Hemp Manufacturer, Cannabis Retail, Cannabis Transportation/Delivery, and Cannabis Wholesale and establishing which districts allow cannabis businesses as conditional or permitted uses. Applicant: City of Lake Shore.

ORDINANCE AMENDMENT 04-2025 to amend the City of Lake Shore Zoning Ordinance to revise the city's fee regarding application fees. Applicant: City of Lake Shore.

All interested persons are invited to attend this hearing and be heard or send written comments to City Hall. Copies of the staff report are available at City Hall, typically one week before the scheduled meeting.

Dated: October 29, 2025
For: City of Lake Shore
Planning Commission/Board of Adjustment
By: Nicole Hausmann – Sourcewell
(Oct. 29, 2025)

CITY OF LAKE SHORE
PLANNING COMMISSION/BOARD OF ADJUSTMENT 2026
MEETING DATES & DEADLINES

<u>MEETING DATE</u>	<u>SUBMISSION DEADLINE</u>
January 12	December 10
February 9	January 9
March 9	February 9
April 13	March 13
May 11	April 10
June 8	May 8
July 13	June 12
August 10	July 10
September 14	August 14
October 12	September 11
November 9	October 9
December 14	November 13

*All meetings are at 9:00 am, Lake Shore City Hall

**Filing fee for variances and CUPs (residential) is \$450 for review and \$46 for the recording fee. All fees are due at the time of application to be deemed complete.

***All applications and submittal requirements must be 100% complete (see submittal requirements with application) by the deadline date, or the application will not be heard.

City of Lake Shore Fee Schedule

Residential Construction	
Up to 1,000 square feet	\$250
1,001 – 2,000 square feet	\$500
2,001 – 3,000 square feet	\$750
3,001 – 4,000 square feet	\$1,000
Each additional 1,000 square feet	\$250
Residential – Accessory Structures (Additions, decks, porches, detached garages)	
Up to 200 square feet	\$100
201 – 500 square feet	\$200
501 – 800 square feet	\$300
801 – 1,000 square feet	\$400
1,000 – 2,000 square feet	\$500
Each additional 1,000 square feet	\$250
Commercial Construction	
Up to 1,000 square feet	\$500
1,001 – 2,000 square feet	\$750
2,001 – 5,000 square feet	\$1,000
5,001 – 10,000 square feet	\$1,250
10,001 square feet and greater	\$1,500
Commercial Accessory Structures (Additions, decks, porches, detached garages)	
Up to 500 square feet	\$200
501 – 1,000 square feet	\$400
1,001 – 3,000 square feet	\$600
3,001 – 5,000 square feet	\$800
5,001 – 10,000 square feet	\$1,000
Each additional 1,000 square feet	\$1,000
Shoreland Fees	
Water Oriented Accessory Structure/Patio	\$75
Grading/Filling/Alteration/Riprap	\$75
Steps/sidewalk to the lake	\$75

Miscellaneous Fees	
Sign	\$50
On-Site Septic	\$225
Road Approach/Driveway Entrance	\$25
Address Sign	\$75
Road Vacation	\$300
City Sewer Fees	
City Sewer Connection	\$100 permit only, does not include connection fee
User Fee – (flat fee)	\$169
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Public Hearing Fees	
Variance	\$450 + recording fee
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Rezoning Request	\$500
Subdivisions	
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Final Plat	\$350 + recording fee
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Registrational Renewal Fee	\$1,000 or 50% of renewal state license fee, whichever is less
Administrative Fees	
Planning & Zoning Special Meeting	\$200 + all costs associated with the meeting, including the city engineer, the city attorney, and publication costs.
City Council Special Meeting	\$200 + all costs associated with the meeting, including the city engineer, the city attorney, and publication costs.
Short Term Rental Fee	\$250
Copy of property file	\$5-\$15, depending on the size of the file
Copy of city map	\$5

Copy of zoning ordinance	\$10
Copy of the Comprehensive Plan	\$5
General Fees	
Assessment Search Charge	\$15
Copy charge	.10 per page (black) - .50 per page (color)
Fax charge	\$1 per page
Audio copy of the meeting	\$5
Returned check fee	\$35
Election filing fee	\$2
Dog license	\$10 (2 years)
Cemetery plot	\$600
Cemetery plot – cremation	\$400
Summer plot digging	\$600 (actual cost of grave digging)
Summer cremation digging	\$200 (actual cost of grave digging)
Winter plot digging	\$700 (actual cost of grave digging)
Winter cremation digging	\$200 (actual cost of grave digging)
City Buy-back of cemetery plot	\$50 (Admin fee)
Cemetery Lot Staking Fee	\$50
Fireworks Display	\$25
Liquor Licenses	
Off Sale	\$100
On Sale	\$2,000
Special Sunday	\$200
Optional 2:00 am Closing	Determined by Sales
Tobacco	\$12
Police – Administrative/Report Fees	
Crash/Accident Reports	\$5 first two pages, .25 each additional page
Investigative Reports	\$5 first two pages, .25 each additional page
Media Copy CD/DVD	\$5
Black & White Photocopy	.25 per page
Color Photocopy	.50 per page
Postage/Envelope	Actual Costs
Handgun Permit to Purchase	\$10 Administrative Fee
Golf Cart license	\$30 (valid for 3 years)
Vehicle Impound/Storage	\$25 per day
Vehicle Tow	Tow bill plus an admin fee of \$50
False Alarm Fee	\$150 after the second false alarm within 12 12-month period

**CITY OF LAKE SHORE
PERMIT SUMMARY
OCTOBER 2025**

DWELLINGS: 1

GUEST CABIN: 0

ADDITIONS (Residential): 0

ACCESSORY STRUCTURES: 0

DECKS/PORCHES/PATIOS: 6

SEPTIC SYSTEMS: 1

GRADING/ShORELINE ALT/STEPS: 3

COMMERCIAL (new): 0

COMMERCIAL ADD/LANDCAPING/PORCH: 0

SEPTEMBER 2025 PERMIT TOTAL YTD: 67

October 20, 2025

Honorable Mayor and City Council
City Hall
8583 Interlachen Road
Lake Shore, MN 56468-8700

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

**RE: Proposal for Engineering Services
2026 Street Improvements – Design, Bidding, and Construction Services**

Dear Mayor and Council Members,

Widseth Smith Nolting & Associates, Inc. (Widseth) is providing this letter proposal for consideration of the City Council related to the preparation of plans, specifications, and contract bidding documents that will be needed for the proposed 2026 street improvements for the areas listed below. This proposal also provides an estimate of engineering for the construction phase.

Roads:

- Non-Assessed Roadways
 - Whitney Court (1.5" Overlay)365 LF
 - Hidden Lake Road (1.5" Overlay)1,900 LF
 - Birchwood Hills Road (FDR)3,680 LF

We understand the projects listed above will **not** be assessed.

Proposed Scope of Services – Design and Bidding Phase

1. Surveying – \$18,000

A topographic survey of visible features of each existing road corridor is proposed. Current utility conditions and topographic information is needed to complete plans for bidding and construction. We do not anticipate right-of-way acquisition will be required for the projects since the alignment is not proposed to change.

- A Gopher State One Call utility locate will be initiated to mark the location of existing underground utilities; utilities that are marked will be surveyed and included in the plans.

2. Construction Drawings and Bidding Documents - \$31,500

Construction drawings will be prepared illustrating the proposed improvements. The drawings will include:

- Existing Conditions, Removals, and Erosion Control Plan
- Plan & Profile
 - i. There are no significant alignment changes being proposed.
 - ii. Existing driveway approaches will require adjustment to match into the new pavement surface.
- Turf Establishment Plan – No sodding is proposed for any of the projects.

- Applicable construction details, new mailbox supports, and other specific project amenities.
- Existing drainage issues on private properties may (or may not) be able to be addressed under the scope of these pavement resurfacing projects. The scope of these projects do not include drainage analysis and engineering.

Bidding documents will be prepared and will include:

- Applicable EJCDC documents
- An engineering estimate of construction cost (following the completion of the final plans)
- The completed bidding documents will be publicly advertised after the City has reviewed and approved the plans. We will answer bidder's questions, issue addenda as needed and assist with the bid opening.
- We will prepare a Bid Tabulation and make a recommendation for award of the Contract based on the outcome of the bidding process.

Fees include Widseth staff time and expenses. Should the City of Lake Shore authorize Widseth to proceed at its November 2025 meeting, the following schedule is proposed:

November 2025 - February 2026	Survey and Plan Preparation
February – March 2026	Completion of Bidding Documents and Ad for Bids
March-April 2026	Open Bids and Award Construction Contract
June – July 2026	Construction
Substantial Completion Date	August 14 th , 2026
Final Completion Date	August 28 th , 2026

Proposed Scope of Services – Construction Phase

1. Construction staking will be completed as needed for this project.
2. We will observe the construction at key intervals as work progresses for general compliance with the Plans and Specifications.
3. We will review Contractor payment requests and recommend payments to the City Council.
4. We will assist the City with project close-out procedures outlined in the project manual.
This proposal does not include preparation of record (as-built) drawings.

We propose to complete the Construction Phase Services for the scope of work described above, including time and expenses, for an estimated **48,000**, based on the Contractor completing the projects within the schedule provided herein.

The total fees for the 2026 Road Improvements scope of improvements as described is **\$97,500**.

Widseth fees will be billed on an hourly basis in accordance with the attached Fee Schedule and General Conditions for Professional Services Agreement. Our 2026 Fee Schedule will be provided to the City when it is available, and work completed after the effective date of that schedule will be billed in accordance with those rates. If the City is agreeable to this proposal, please sign and return one copy to us as our notice to proceed. Thank you for this opportunity to provide our services to the City of Lake Shore for the 2026 Street Improvements.

Very truly yours,

Widseth Smith Nolting and Associates, Inc.



Alex D. Bitter, P.E.
Civil Engineer | Vice President

Attachments: 2025 Fee Schedule; General Provisions of Professional Services Agreement

Proposed by Widseth Smith Nolting



Alex Bitter, PE | Vice President



David Reese, PE | Vice President

Accepted by the City of Lake Shore: The above proposal is satisfactory and Widseth is authorized to do the work as specified and in accordance with the attached General Conditions. Payment will be made monthly in accordance with the terms on the annual fee schedule effective when the work is completed.

Andy Stewart, Mayor

Date

Laura Fussy, City Clerk/Administrator

Date

2025 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$140 / Hour
Level II	\$165 / Hour
Level III	\$192 / Hour
Level IV	\$200 / Hour
Level V	\$210 / Hour
Technician	
Level I	\$100 / Hour
Level II	\$120 / Hour
Level III	\$140 / Hour
Level IV	\$155 / Hour
Level V	\$170 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$145 / Hour
Marketing Specialist	\$123 / Hour
Funding Specialist	\$120 / Hour
Administrative Assistant	\$ 85 / Hour

OTHER EXPENSES	RATE
Mileage (Federal Standard Rate) <i>subject to IRS Guidelines</i>	
Meals/Lodging	Cost
Stakes & Expendable Materials	Cost
ATV 4-Wheeler Rental	\$100 / Day
ATV Side by Side Rental	\$200 / Day
Waste Water Sampler	\$40 / Day
ISCO Flow Recorder	\$60 / Day
Photoionization Detection Meter	\$100 / Day
Explosimeter	\$50 / Day
Product Recovery Equipment	\$35 / Day
Survey-Grade GPS (Global Positioning System)	\$75 / Hour
Mapping GPS (Global Positioning System)	\$150 / Day
Lath & Hubs	\$150 / Day
Soil Drilling Rig	\$35 / Hour
Groundwater Sampling Equipment	\$125 / Day
Hydrographic Survey System	\$500 / Day
Subcontractors	Cost plus 10%

REPRODUCTION COSTS	
Black & White Copies: 8-1/2" x 11"	\$0.10 Each
Black & White Copies: 11" x 17"	\$0.50 Each
Black & White Copies: 24" x 36"	\$3 Each
Color Copies: 8-1/2" x 11"	\$2 Each
Color Copies: 11" x 17"	\$4 Each
Color Copies: 24" x 36"	\$12 Each
Color Plots: 42" x 48"	\$22 Each

These rates are effective for only the year indicated and are subject to yearly adjustments which reflect equitable changes in the various components.

General Provisions of Professional Services Agreement

These General Provisions are intended to be used in conjunction with a letter-type Agreement or a Request for Services between Widseth Smith Nolting & Assoc., Inc., a Minnesota Corporation, hereinafter referred to as WIDSETH, and a CLIENT, wherein the CLIENT engages WIDSETH to provide certain Architectural, and/or Engineering services on a Project.

As used herein, the term "this Agreement" refers to (1) the WIDSETH Proposal Letter which becomes the Letter Agreement upon its acceptance by the Client, (2) these General Provisions and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions, and the Letter Agreement shall govern over any attached Exhibits and these General Provisions. These documents supersede all prior communications and constitute the entire Agreement between the parties. Amendments to this Agreement must be in writing and signed by both CLIENT and WIDSETH.

ARTICLE 1. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in the Letter Agreement. In this regard, any lump sum or estimated maximum payment amounts set forth in the Letter Agreement have been established in anticipation of an orderly and continuous progress of the Project in accordance with the schedule set forth in the Letter Agreement or any Exhibits attached thereto. WIDSETH shall be entitled to an equitable adjustment to its fee should there be an interruption of services, or amendment to the schedule.

ARTICLE 2. SCOPE OF SERVICES

The scope of services covered by this Agreement shall be as set forth in the Letter Agreement or a Request for Services. Such scope of services shall be adequately described in order that both the CLIENT and WIDSETH have an understanding of the expected work to be performed.

If WIDSETH is of the opinion that any work they have been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, they shall notify the CLIENT of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a revision to the Letter Agreement or Request for Services and entered into by both parties.

ARTICLE 3. COMPENSATION TO WIDSETH

A. Compensation to WIDSETH for services described in this Agreement shall be on a Lump Sum basis, Percentage of Construction, and/or Hourly Rate basis as designated in the Letter Agreement and as hereinafter described.

1. A Lump Sum method of payment for WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on an estimated percentage of completion of WIDSETH's services.
2. A Percentage of Construction or an Hourly Rate method of payment of WIDSETH's services shall apply to all or parts of a work scope where WIDSETH's tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be estimated with any reasonable degree of accuracy. Under an Hourly Rate method of payment, WIDSETH shall be paid for the actual hours worked on the Project by WIDSETH technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general, and administrative overhead and professional fee. In a Percentage of Construction method of payment, final compensation will be based on actual bids if the project is bid and WIDSETH's estimate to the CLIENT if the project is not bid. A rate schedule shall be furnished by WIDSETH to CLIENT upon which to base periodic payments to WIDSETH.
3. In addition to the foregoing, WIDSETH shall be reimbursed for items and services as set forth in the Letter Agreement or Fee Schedule and the following Direct Expenses when incurred in the performance of the work:
 - (a) Travel and subsistence.
 - (b) Specialized computer services or programs.
 - (c) Outside professional and technical services with cost defined as the amount billed WIDSETH.
 - (d) Identifiable reproduction and reprographic costs.
 - (e) Other expenses for items such as permit application fees, license fees, or other additional items and services whether or not specifically identified in the Letter Agreement or Fee Schedule.
4. The CLIENT shall make monthly payments to WIDSETH within 30 days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by supporting evidence as available.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies WIDSETH in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case, only the disputed item will remain undue until resolved by the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1 % per month, or the maximum amount authorized by law, whichever is less. WIDSETH shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys fees, incurred in connection with collecting amount owed by CLIENT. In addition, WIDSETH may, after giving seven days written notice to the CLIENT, suspend services and withhold deliverables under this Agreement until WIDSETH has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that WIDSETH shall not be responsible for any claim for delay or other consequential damages arising from suspension of services hereunder. Upon payment in full by Client and WIDSETH's resumption of services, the time for performance of WIDSETH's services shall be equitably adjusted to account for the period of suspension and other reasonable time necessary to resume performance.

ARTICLE 4. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days written notice. In addition, the CLIENT may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to WIDSETH. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days written notice as provided above.

In the event of termination, and upon payment in full for all work performed and expenses incurred to the date of termination, documents that are identified as deliverables under the Letter Agreement whether finished or unfinished shall be made available by WIDSETH to the CLIENT pursuant to Article 5, and there shall be no further payment obligation of the CLIENT to WIDSETH under this Agreement except for payment of an amount for WIDSETH's anticipated profit on the value of the services not performed by WIDSETH and computed in accordance with the provisions of Article 3 and the Letter Agreement.

In the event of a reduction in scope of the Project work, WIDSETH shall be paid for the work performed and expenses incurred on the Project work thus reduced and for any completed and abandoned work, for which payment has not been made, computed in accordance with the provisions of Article 3 and the Letter Agreement.

ARTICLE 5. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by WIDSETH or its consultants are Instruments of Service and shall remain the property of WIDSETH or its consultants, respectively. WIDSETH and its subconsultants retain all common law, statutory and other reserved rights, including, without limitation, copyright. WIDSETH and its subconsultants maintain the right to determine if production will be made, and allowable format for production, of any electronic media or data to CLIENT or any third-party. Upon payment in full of monies due pursuant to the Agreement, WIDSETH shall make hard copies available to the CLIENT, of all documents that are identified as deliverables under the Letter Agreement. If the documents have not been finished (including, but not limited to, completion of final quality control), then WIDSETH shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any Instruments of Service provided are not intended or represented to be suitable for reuse by the CLIENT or others on extensions of the Project or any other project. Any modification or reuse without written verification or adaptation by WIDSETH for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to WIDSETH. CLIENT shall indemnify, defend and hold harmless WIDSETH from any and all suits or claims of third parties arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by WIDSETH. This indemnity shall survive the termination of this Agreement.

Should WIDSETH choose to deliver to CLIENT documents in electronic form, CLIENT acknowledges that differences may exist between any electronic files delivered and the printed hard-copy. Copies of documents that may be relied upon by CLIENT are limited to the printed hard-copies that are signed and/or sealed by WIDSETH. Files in electronic form are only for convenience of CLIENT. Any conclusion or information obtained or derived from such electronic documents will be at user's sole risk. CLIENT acknowledges that the useful life of some forms of electronic media may be limited because of deterioration of the media or obsolescence of the computer hardware and/or software systems. Therefore, WIDSETH makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

ARTICLE 6. CLIENT'S ACCEPTANCE BY PURCHASE ORDER OR OTHER MEANS

In lieu of or in addition to signing the acceptance blank on the Letter Agreement, the CLIENT may accept this Agreement by permitting WIDSETH to commence work on the project or by issuing a purchase order signed by a duly authorized representative. Such purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event of a conflict between the terms and conditions of this Agreement and those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by WIDSETH.

ARTICLE 7. CLIENT'S RESPONSIBILITIES

A. To permit WIDSETH to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to WIDSETH:

1. Provide all program, budget, or other necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing, a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret and define CLIENT's policies with respect to WIDSETH's services.
3. Furnish, as required for performance of WIDSETH's services (except to the extent provided otherwise in the Letter Agreement or any Exhibits attached hereto), data prepared by or services of others, including without limitation, core borings, probes and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Letter Agreement or any Exhibits attached hereto.
4. Provide access to, and make all provisions for WIDSETH to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by WIDSETH, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of WIDSETH.
7. Give prompt written notice to WIDSETH whenever CLIENT observes or otherwise becomes aware of any development that affects the scope of timing of WIDSETH's services or any defect in the work of Construction Contractor(s), Consultants or WIDSETH.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollution in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed.

If WIDSETH encounters, or reasonably suspects that it has encountered, asbestos or pollution in the Project, WIDSETH shall cease activity on the Project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Letter Agreement, the services to be provided by WIDSETH do not include identification of asbestos or pollution, and WIDSETH has no duty to identify or attempt to identify the same within the area of the Project.

With respect to the foregoing, CLIENT acknowledges and agrees that WIDSETH is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos or pollution which may be encountered by WIDSETH on the Project. It is further understood and agreed that services WIDSETH will undertake for CLIENT may be uninsurable obligations involving the presence or potential presence of asbestos or pollution. Therefore, CLIENT agrees, except (1) such liability as may arise out of WIDSETH's sole negligence in the performance of services under this Agreement or (2) to the extent of insurance coverage available for the claim, to hold harmless, indemnify and defend WIDSETH and WIDSETH's officers, subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos or pollution. This indemnification is intended to apply only to existing conditions and not to conditions caused or created by WIDSETH. This indemnification shall survive the termination of this Agreement.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CLIENT may require or WIDSETH may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as CLIENT may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.

11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

B. WIDSETH may use any CLIENT provided information in performing its services. WIDSETH shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If WIDSETH finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, WIDSETH shall endeavor to notify the CLIENT. However, WIDSETH shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by CLIENT.

ARTICLE 8. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Letter Agreement or any Exhibits attached hereto, are to be made on the basis of WIDSETH's experience and qualifications and represent WIDSETH's judgment as an experienced design professional. It is recognized, however, that WIDSETH does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of WIDSETH's cost opinions must, of necessity, be speculative until completion of construction or acquisition. Accordingly, WIDSETH does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by WIDSETH to CLIENT hereunder.

ARTICLE 9. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and Contractor(s), (3) in connection with approval of shop drawings and sample submittals, and (4) as a result of and in response to WIDSETH's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if WIDSETH is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, WIDSETH will not be responsible for, and CLIENT shall indemnify and hold WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release WIDSETH, its officers, consultant(s), subcontractor(s), employees and agents from liability for failure to perform in accordance with professional standards any duty or responsibility which WIDSETH has undertaken or assumed under this Agreement.

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

WIDSETH may review and approve or take other appropriate action on the contractor's submittals or shop drawings for the limited purpose of checking for general conformance with information given and design concept expressed in the Contract Documents. Review and/or approval of submittals is not conducted for the purpose of determining accuracy and completeness of other details or for substantiating instructions for installation or performance of equipment or systems, all of which remain the exclusive responsibility of the contractor. WIDSETH's review and/or approval shall not constitute approval of safety precautions, or any construction means, methods, techniques, sequences or procedures. WIDSETH's approval of a specific item shall not indicate approval of an assembly of which the item is a component. WIDSETH's review and/or approval shall not relieve contractor for any deviations from the requirements of the contract documents nor from the responsibility for errors or omissions on items such as sizes, dimensions, quantities, colors, or locations. Contractor shall remain solely responsible for compliance with any manufacturer requirements and recommendations.

ARTICLE 11. REVIEW OF PAY APPLICATIONS

If included in the scope of services, any review or certification of any pay applications, or certificates of completion shall be based upon WIDSETH's observation of the Work and on the data comprising the contractor's application for payment, and shall indicate that to the best of WIDSETH's knowledge, information and belief, the quantity and quality of the Work is in general conformance with the Contract Documents. The issuance of a certificate for payment or substantial completion is not a representation that WIDSETH has made exhaustive or continuous inspections, reviewed construction means and methods, verified any back-up data provided by the contractor, or ascertained how or for what purpose the contractor has used money previously paid by CLIENT.

ARTICLE 12. REQUESTS FOR INFORMATION (RFI)

If included in the scope of services, WIDSETH will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation or information on the requirements of the Contract Documents. If Contractor's RFI's are, in WIDSETH's professional opinion, for information readily apparent from reasonable observation of field conditions or review of the Contract Documents, or are reasonably inferable therefrom, WIDSETH shall be entitled to compensation for Additional Services for WIDSETH's time in responding to such requests. CLIENT may wish to make the Contractor responsible to the CLIENT for all such charges for additional services as described in this article.

ARTICLE 13. CONSTRUCTION OBSERVATION

If included in the scope of services, WIDSETH will make site visits as specified in the scope of services in order to observe the progress of the Work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow WIDSETH to become generally familiar with the Work. WIDSETH shall keep CLIENT informed about the progress of the Work and shall advise the CLIENT about observed deficiencies in the Work. WIDSETH shall not supervise, direct or have control over any Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor. WIDSETH shall not be responsible for any acts or omissions of any Contractor and shall not be responsible for any Contractor's failure to perform the Work in accordance with the Contract Documents or any applicable laws, codes, rules, regulations, or industry standards.

If construction observation services are not included in the scope of services, CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the CLIENT waives any claims against WIDSETH that are connected with the performance of such services.

ARTICLE 14. BETTERMENT

If, due to WIDSETH's negligence, a required item or component of the Project is omitted from the construction documents, WIDSETH shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will WIDSETH be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 15. CERTIFICATIONS, GUARANTEES AND WARRANTIES

WIDSETH shall not be required to sign any documents, no matter by whom requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

CLIENT and WIDSETH agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the plans and specifications prepared by WIDSETH, and therefore, that the final construction cost of the Project may exceed the bids, contract amount or estimated construction cost. CLIENT agrees to set aside a reserve in the amount of 5% of the Project construct costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim by way of direct or third-party action against WIDSETH with respect to any increased costs within the contingency because of such changes or because of any claims made by any Contractor relating to such changes.

ARTICLE 17. INSURANCE

WIDSETH shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims against it for damages because of injury to or destruction of property including loss of use resulting therefrom.

Also, WIDSETH shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which WIDSETH is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 18. ASSIGNMENT

Neither Party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by WIDSETH as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

Nothing contained in this Agreement shall create a contractual relationship or a cause of action by a third-party against either WIDSETH or CLIENT. WIDSETH's services pursuant to this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against WIDSETH because of this Agreement.

ARTICLE 20. CORPORATE PROTECTION

It is intended by the parties to this Agreement that WIDSETH's services in connection with the Project shall not subject WIDSETH's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary, CLIENT agrees that as the CLIENT's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against WIDSETH, a Minnesota corporation, and not against any of WIDSETH's individual employees, officers or directors.

ARTICLE 21. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$50,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

WIDSETH will comply with the provisions of applicable federal, state and local statutes, ordinances and regulations pertaining to human rights and non-discrimination.

ARTICLE 24. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding between CLIENT and WIDSETH. All limits of liability and indemnities contained in the Agreement shall survive the completion or termination of the Agreement.

ARTICLE 25. PRE-LIEN NOTICE

PURSUANT TO THE AGREEMENT WIDSETH WILL BE PERFORMING SERVICES IN CONNECTION WITH IMPROVEMENTS OF REAL PROPERTY AND MAY CONTRACT WITH SUBCONSULTANTS OR SUBCONTRACTORS AS APPROPRIATE TO FURNISH LABOR, SKILL AND/OR MATERIALS IN THE PERFORMANCE OF THE WORK. ACCORDINGLY, CLIENT IS ENTITLED UNDER MINNESOTA LAW TO THE FOLLOWING NOTICE:

- (a) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR ITS CONTRIBUTIONS.**
- (b) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**



City Of Lake Shore Wastewater Operations Report - November 2025

WASTEWATER FLOWS AND LAB ANALYSIS FOR THE MONTH OF OCTOBER:

<u>North System</u>		<u>2024</u>	NPDES permit Limit: 17,615 GPD
Average daily:	1,775 gallons	1,841	
Maximum daily:	3,694 gallons	4,359	
Monthly total:	55,000 gallons	57,100	

<u>South System</u>		<u>2024</u>	NPDES permit Limit: 49,200 GPD
Average daily:	14,100 gallons	15,200	
Maximum daily:	21,600 gallons	22,900	
Monthly total:	438,100 gallons	472,700	

North Septic Effluent:			South Septic Effluent:			Normal Range:		
C/BOD:	86	mg/l	C/BOD:	200	mg/l	50 – 250 mg/l		
TSS:	50.0	mg/l	TSS:	54.0	mg/l	15 – 75 mg/l		
PH	7.09	SU	PH:	7.10	SU	6.5 – 7.5 SU		

OPERATIONS REPORT:

1. Lift station checks were completed every Monday and Wednesday.
2. Lift station monthly maintenance was completed on 11/17/25. (Check amp draws, clean floats, visual inspection of station wet well and surrounding area)
3. Regular monthly tank effluent sampling took place on 11/4.
4. The monthly DMR was submitted to MPCA on 11/3.
5. PFAS results for the City's biosolids were received in late October. They were low, putting the City into "Tier 1" status. We will have to sample each time we land apply but as long as our results continue to come back low, our land application procedure will remain the same.
6. Frost blankets have been put down on freeze-prone tanks and pump stations. There are a few other minor repairs/winter preparations we'll be working on in the coming weeks but overall things are slowing down for the season.

Respectfully submitted by Andy Schwartz, Water/Wastewater Operations Manager, City of Pequot Lakes. Please feel free to call my cell at 320-232-5787 with any questions or concerns.

For 24 hour emergency service call 218-515-0440

**Roads/Wastewater Committee
City of Lake Shore
Minutes
October 21, 2025
6:00 PM**

October 21st Road and wastewater committee meeting minutes.

In attendance, Justin Stahnke, Bill Schultz, Alex Bitter, Jim Halverson, Troy Magnuson and Wayne Andersen.

Meeting called order 6:03 PM by Justin Stahnke.

Approval of the September 8 minutes motion made to approve by Bill Schultz seconded by Jim Halverson all in favor. Carried.

Final pay estimate for 2025 road projects Alex Bitter recommended final payment pending receiving final closing documents for the 2025 road projects. He noted there were a couple areas that may need some light grass seeding in the spring but felt good about recommending the final payment to ideal construction. He also commented to the fact that ideal Construction was good to work with and did a good job on the project. The project also came in under budget at completion.

Reviewed 2026 street improvements proposal - bidding to begin early spring.

Discussed Pebble Beach drainage issues. Committee felt that combination of the second and third proposal which involves raising the road grade, adding culverts along with some secondary ditching and swales would likely be the best course of action and though no official decision was made at the public quorum felt like this was the direction most preferred. Unclear at this time if this would be an assessment project or something that the committee needs to look towards working into our future CIP plan. Committee is planning to meet as a group Monday, 27 October at 4 PM for a site visit to further evaluate.

Update on the Fritz Loven Bridge - just today Alex received comments from Mndot and is expecting the state engineer to sign off after the comments have been reviewed and addressed.

Update on the gull lake Trail - Just received an executed agreement moving forward with boardwalk materials that will be bid in November. This is a process takes a few months, and the hope is to be installing by March on the trail area behind WGohman which is a floating boardwalk.

Reviewed the September wastewater report and found nothing outside of normal.

Motion to adjourn by Troy Magnuson second head by Bill Schultz meeting adjourned.

November 20, 2025

Honorable Mayor and City Council
City of Lake Shore
8583 Interlachen Road
Lake Shore, MN 56468

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

218.829.5117
Baxter@Widseth.com
Widseth.com

RE: Gull Lake Trail Phase 4A – Floating Boardwalk Procurement
WSN No. 2025-11710

Dear Honorable Mayor and City Council:

Pursuant to authority of the City Council and after proper legal advertisement, bids for procurement of the above-referenced project were obtained at 11:00 A.M., November 19, 2025, in the Lake Shore City Hall.

The following procurement bids were received:

Koschak Enterprises, Inc		
	Aluminum Boardwalk	\$397,745.00
Alter. #1	Wood Boardwalk	\$350,712.00
MN Boardwalks, LLC		
	Aluminum Boardwalk	\$898,010.00
Alter. #1	Wood Boardwalk	\$674,034.00
Engineer's Estimate		
	Aluminum Boardwalk	\$538,300.00
Alter. #1	Wood Boardwalk	\$438,050.00

Details of all procurement bids are shown on the attached Bid Tabulation. The procurements bids were conforming to the specifications and advertisement. Mathematical errors were found in Koschak Enterprises, Inc.'s procurement bid with respect to the Wood Boardwalk alternative; however, this error did not result in a change of low bidder.

The City will need to decide if it prefers the wood alternative material to the aluminum. It is our recommendation, based on the value and longevity of aluminum materials, and the competitive pricing afforded through the bidding process, that the City proceed with the aluminum decking and railing materials. Choosing this alternative, although being more costly than the wood alternative, will result in much less ongoing maintenance cost for the City. The aluminum base bid is also much less than anticipated in the engineering estimate which bodes well for being well within the grant that has been awarded for this project.

We recommend that the contract be awarded to Koschak Enterprises, Inc., of Virginia, Minnesota, the lowest responsible bidder, based on the unit prices in its procurement bid.

We have retained all Bid Bonds and the original Procurement Bid Form of the lowest bidder. We will use the original bid form of Koschak Enterprises, Inc. to prepare three Contract Documents (one for the City, one for Koschak Enterprises, and one for us). We will return the bid bond to the bidders, with the exception of the lowest bidder, once a fully executed Contract between the City and Koschak Enterprises has been obtained. Enclosed for your records, please find a copy of the Best-Value Scoring Sheet that provides the results of the bid evaluation completed by the review committee members. The Committee recommends awarding to Koschak Enterprises based on its evaluation of bids and associated documents.

Sincerely,

Widseth Smith Nolting & Assoc., Inc.



David S. Reese, P.E.

Enclosures

cc: Laura Fussy, City Clerk

WIDSETH

7804 Industrial Park Road, Baxter, MN 56425
PHONE 218-829-5117

TABULATION OF BIDS

NAME: GULL LAKE TRAIL PHASE 4A FLOATING BOARDWALK SYSTEM PROCUREMENT

CLIENT: City of Lake Shore
PROJECT NO: 2025-11710

DATE: November 19, 2025
TIME: 11:00AM

ITEM NO.	SPEC NO	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	ENGINEER'S ESTIMATE			Koschak Enterprises, Inc. 7357 Highway 169 Virginia, MN 55792			MN Boardwalks, LLC 617 80th St. Glencoe, MN 55336		
					UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT		UNIT PRICE	AMOUNT	
1	--	10' X 22' FLOATING BOARDWALK/RAILING SECTION (ALUMINUM DECK AND RAILING MATERIALS)	38	SECTION	\$12,500.00	\$475,000.00		\$8,762.00	\$332,956.00		\$20,395.00	\$775,010.00	
2	--	10' X 12' RAMP SECTION WITH RAILING	2	SECTION	\$7,500.00	\$15,000.00		\$7,253.00	\$14,506.00		\$9,600.00	\$19,200.00	
3	--	12.5 - DEGREE ANGLE SECTIONS (ALUMINUM DECK AND RAILING MATERIALS)	21	SECTION	\$1,000.00	\$21,000.00		\$1,345.00	\$28,245.00		\$3,200.00	\$67,200.00	
4	--	ANCHORING SPUDS	1	LS	\$15,000.00	\$15,000.00		\$7,142.00	\$7,142.00		\$20,000.00	\$20,000.00	
5	--	BENCH SEAT	2	EACH	\$650.00	\$1,300.00		\$541.00	\$1,082.00		\$800.00	\$1,600.00	
6	--	MATERIAL STORAGE AND LOADING	1	LS	\$6,000.00	\$6,000.00		\$7,956.00	\$7,956.00		\$10,000.00	\$10,000.00	
7	--	INSTALLATION INSTRUCTIONAL REVIEW WITH CONTRACTOR AND TWO CONSTRUCTION PERIOD INSPECTIONS	1	LS	\$5,000.00	\$5,000.00		\$5,858.00	\$5,858.00		\$5,000.00	\$5,000.00	
TOTAL BASE BID						\$538,300.00			\$397,745.00			\$898,010.00	

ALTERNATE NO. 1

1	--	10' X 22' FLOATING BOARDWALK/RAILING SECTION (WOOD DECK AND RAILING MATERIALS)	38	SECTION	\$10,000.00	\$380,000.00		\$7,621.00	\$289,598.00		\$14,943.00	\$567,834.00	
2	--	10' X 12' RAMP SECTION WITH RAILING	2	SECTION	\$7,500.00	\$15,000.00		\$7,253.00	\$14,506.00		\$9,600.00	\$19,200.00	
3	--	12.5 - DEGREE ANGLE SECTIONS (WOOD DECK AND RAILING MATERIALS)	21	SECTION	\$750.00	\$15,750.00		\$1,170.00	\$24,570.00		\$2,400.00	\$50,400.00	
4	--	ANCHORING SPUDS	1	LS	\$15,000.00	\$15,000.00		\$7,142.00	\$7,142.00		\$20,000.00	\$20,000.00	
5	--	BENCH SEAT	2	EACH	\$650.00	\$1,300.00		\$541.00	\$1,082.00		\$800.00	\$1,600.00	
6	--	MATERIAL STORAGE AND LOADING	1	LS	\$6,000.00	\$6,000.00		\$7,956.00	\$7,956.00		\$10,000.00	\$10,000.00	
7	--	INSTALLATION INSTRUCTIONAL REVIEW WITH CONTRACTOR AND TWO CONSTRUCTION PERIOD INSPECTIONS	1	LS	\$5,000.00	\$5,000.00		\$5,858.00	\$5,858.00		\$5,000.00	\$5,000.00	
TOTAL BASE BID						\$438,050.00			\$350,712.00			\$674,034.00	

I hereby certify that this tabulation is a true and correct copy of the bids for the Gull Lake Trail Phase 4A Floating Boardwalk System.


NAME: David S. Reese

23432 Wednesday, November 19, 2025
REG. NO. DATE

EVALUATION FOR BEST VALUE PROCUREMENT SCORECARD

KOSCHAK ENTERPRISES, INC.

CRITERIA	SCORING	REVIEWER 1 SCORE	REVIEWER 2 SCORE	REVIEWER 3 SCORE	REVIEWER 4 SCORE
Support and Training based upon past client references	5 - 10	9	9	9	9
Delivery and Installation instructions and facilitation	5 - 10	9	9	9	9
Manufacturing equipment technology and precision tooling capability	15 - 20	19	19	20	19
Prior experience supplying product for similar boardwalk project application and project setting	20 - 25	24	24	24	24
Ability to meet specified project schedule	20 - 25	24	22	25	24
Total Cost provided in the Bid Form	20 - 25	25	25	25	24
TOTAL SCORES		110	108	112	109
TOTAL AVERAGE SCORE	109.75				

EVALUATION FOR BEST VALUE PROCUREMENT SCORECARD

MN BOARDWALKS, LLC

CRITERIA	SCORING	REVIEWER 1 SCORE	REVIEWER 2 SCORE	REVIEWER 3 SCORE	REVIEWER 4 SCORE
Support and Training based upon past client references	5 - 10	7	8	8	8
Delivery and Installation instructions and facilitation	5 - 10	7	8	9	9
Manufacturing equipment technology and precision tooling capability	15 - 20	16	17	15	16
Prior experience supplying product for similar boardwalk project application and project setting	20 - 25	22	22	22	24
Ability to meet specified project schedule	20 - 25	24	20	20	24
Total Cost provided in the Bid Form	20 - 25	20	18	20	20
TOTAL SCORES		96	93	94	101
TOTAL AVERAGE SCORE	96				

PROCUREMENT BID FORM (REVISED NOVEMBER 7, 2025)**GULL LAKE TRAIL PHASE 4A FLOATING BOARDWALK SYSTEM, Lake Shore, Minnesota****WIDSETH PROJECT NO. 2025-11710**

Contractor will complete the Work in accordance with the Contract Documents for the following unit price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	10' x 22' FLOATING BOARDWALK/RAILING SECTION (ALUMINUM DECK AND RAILING MATERIALS)	SECTION	38	\$ 8,762.00	\$ 332,956.00
2	10' X 12' RAMP SECTION WITH RAILING	SECTION	2	\$ 7,253.00	\$ 14,506.00
3	12.5 - DEGREE ANGLE SECTIONS (ALUMINUM DECK AND RAILING MATERIALS)	SECTION	21	\$ 1,345.00	\$ 28,245.00
4	ANCHORING SPUDS	LS	1	\$ 7,142.00	\$ 7,142.00
5	BENCH SEAT	EACH	2	\$ 541.00	\$ 1,082.00
6	MATERIAL STORAGE AND LOADING	LS	1	\$ 7,956.00	\$ 7,956.00
7	INSTALLATION INSTRUCTIONAL REVIEW WITH CONTRACTOR AND TWO CONSTRUCTION PERIOD INSPECTIONS	LS	1	\$ 5,858.00	\$ 5,858.00
				TOTAL BASE BID	\$ 397,745.00

ALTERNATE BID NO. 1 - The Alternate Bid may be selected at Owner's discretion and, in this case, would be used as substitution for aluminum deck and railing materials. All bidders shall provide an Alternate Bid. Bids submitted without an Alternate Bid will be rejected and bidder will be disqualified from further bidding.

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
10' X 22' FLOATING BOARDWALK/RAILING SECTION (WOOD DECK AND RAILING MATERIALS)	SECTION	38	\$ 7,621.00	\$ 289,592.00
12.5 - DEGREE ANGLE SECTIONS (WOOD DECK AND RAILING MATERIALS)	SECTION	21	\$ 1,170.00	\$ 24,566.00

BASIS OF AWARD - The procurement contract shall be awarded based on the best value as determined by the bid review committee and City Council. The review may utilize any combination of Base Bid and/or Alternate Bid. The review committee will consist of the City Clerk/Administrator, City Engineer, Mayor, and Project Consultant. The review committee will make a recommendation to the City Council for award of procurement contract and the City Council will make the final award decision.

PAYMENT - Upon award of Contract and receipt of all required fully executed contract documents, Owner agrees to a payment schedule of Fifty Percent (50%) upon material order and Fifty Percent (50%) upon delivery of final product to project location, each being subject to material inspection and acceptance at the site of storage and manufacture, and of the fully manufactured product prior to delivery and after delivery.

Addendum	Acknowledged
9939900a1	JK
9939900a2	JK

ONLY ONE BID FORM OF UNIT PRICES from each BIDDER will be considered. Each sealed bid shall indicate the name of the Bidder, Project Name, "Bid Enclosed," and date and time of submittal to the City on the exterior of the sealed bid. Sealed bids received after the specified date and time for submission will not be opened. Neither the City nor its Engineer will be responsible for any costs associated with the preparation or submission of bids or bid security. Bid securities will be returned to all bidders upon the City entering into a contract with a selected bidder/supplier.

SECTION C-420 - STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

STATE OF MINNESOTA
AFFIDAVIT OF NON-COLLUSION

I certify under penalty of perjury:

That I am the Bidder (if the Bidder is an individual), a partner in the company (if the Bidder is a partnership), or an officer or employee of the responding corporation or limited liability company having authority to sign on its behalf (if the Bidder is a corporation or limited liability company);

That the proposal submitted in response to the Advertisement for Bids for the Lake Shore, MN – Floating Boardwalk System Procurement has been arrived at by the Bidder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other Bidder or any staff member of the City of Lake Shore, State of Minnesota, of materials, supplies, equipment or services described in the Advertisement for Bids, designed to limit fair and open competition;

That the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder and will not be communicated to any such persons prior to the official opening of the proposals;

That I am fully informed regarding the accuracy of the statements made in this affidavit.

Bidder's Firm Name: Koschak Enterprises Inc.

Authorized Signature: Justin Koschak

Date: 11-18-25

Subscribed and sworn to me this 18th day of November 2025

Notary Public

Patricia Simberg





My commission expires:

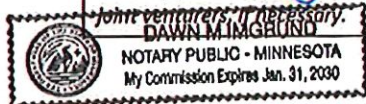
Indeterminate



BID BOND (PENAL SUM FORM)

Bond No. : CIC1966023B

Bidder Name: Koschak Enterprises Inc. Address (principal place of business): 7357 Hwy 169, Virginia, MN 55792	Surety Name: Capitol Indemnity Corporation Address (principal place of business): 1600 Aspen Commons, Middleton, WI 53562
Owner Name: City of Lake Shore Address (principal place of business): City Hall 8583 Interlachen Road Lake Shore, MN 56468	Bid Project (name and location): Gull Lake Trail Phase 4A Floating Boardwalk System, Lake Shore, Minnesota Bid Due Date: 11/19/2025
Bond Penal Sum: Nineteen Thousand, Eight Hundred Eighty Seven and 00/100 Dollars (\$19,887.00) Date of Bond: 11/19/2025 Surety and Bidder, Intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder Koschak Enterprises Inc. (Full formal name of Bidder)	Surety Capitol Indemnity Corporation (Full formal name of Surety) (Corporate seal)
By:  (Signature)	By:  (Signature) (Attach Power of Attorney)
Name: Justin Koschak (Printed or typed)	Name: Jeremy J. Crawford (Printed or typed)
Title: President	Title: Attorney-In-Fact
Attest:  (Signature)	Attest:  (Signature)
Name: Dawn M. Torgrun (Printed or typed)	Name: Allissa Ninas (Printed or typed)
Title: Notary Public	Title: Admin
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	



1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

CAPITOL INDEMNITY CORPORATION POWER OF ATTORNEY

CIC1986023B

Bond Number

KNOW ALL MEN BY THESE PRESENTS, That the CAPITOL INDEMNITY CORPORATION, a corporation of the State of Wisconsin, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JEREMY J. CRAWFORD; WILLIAM J. NEMEC; MICHAEL D. WILLIAMS-----

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

----- ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of CAPITOL INDEMNITY CORPORATION at a meeting duly called and held on the 15th day of May, 2002.

"RESOLVED, that the President, Executive Vice President, Vice President, Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings, and other writings obligatory in the nature thereof, one or more resident vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of this company; the signature of such officers and seal of the Company may be affixed to any such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the CAPITOL INDEMNITY CORPORATION has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 1st day of January, 2020.

Attest:

Ryan J. Byrnes
Ryan J. Byrnes
Senior Vice President,
Chief Financial Officer and Treasurer

Suzanne M. Broadbent
Suzanne M. Broadbent
Assistant Secretary

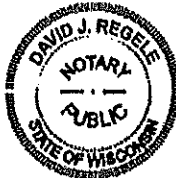


CAPITOL INDEMNITY CORPORATION

John L. Sennott, Jr.
John L. Sennott, Jr.
Chief Executive Officer and President

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

On the 1st day of January, 2020 before me personally came John L. Sennott, Jr., to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is Chief Executive Officer and President of CAPITOL INDEMNITY CORPORATION, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



David J. Regele

David J. Regele
Notary Public, Dane Co., WI
My Commission Is Permanent

STATE OF WISCONSIN }
COUNTY OF DANE } S.S.:

I, the undersigned, duly elected to the office stated below, now the incumbent in CAPITOL INDEMNITY CORPORATION, a Wisconsin Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 19th day of November, 2025



Andrew B. Diaz-Matos
Andrew B. Diaz-Matos
Senior Vice President, General Counsel and Secretary

*****Signature Instructions*****

ALL OWNERS MUST sign as Individual Indemnitors. (•Additional entity-based signatures may be necessary – see below.)
Spouses/domestic partners are also required to sign as Individual Indemnitors.

- ♦ If Applicant is a Corporation, an authorized Officer signs in the capacity of an officer in addition to as an Individual.
- ♦ If Applicant is an LLC, an authorized manager or member signs in the capacity of a manager/member in addition to as an
- ♦ If Applicant is a Partnership, all Partners sign in the capacity of a partner in addition to as an Individual.
- ♦ If Applicant is a Non-Profit, an authorized officer signs in the capacity of an officer.
- ♦ If Applicant is an Individual or Sole Proprietorship, all individuals sign as an Individual Indemnitor ONLY.


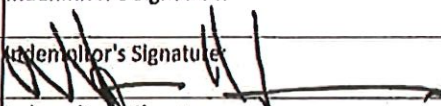
This indemnity agreement may be executed in counterparts, including electronic transmission, each of which will be deemed to be an original copy of this indemnity agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

CONSUMER CREDIT REPORT CONSENT AND INDIVIDUAL(S) AS INDEMNITOR(S)

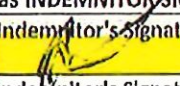
By signing below, the undersigned Individual Indemnitor(s) hereby consent(s) to Surety obtaining his/her Consumer Report as defined under the Fair Credit Reporting Act, which report may include information by a consumer reporting agency bearing on credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living. This consent allows Surety to obtain a Consumer Report at the time of Application, during review or renewal of a bond or bond account, at the time of any potential or actual claim, or for any other reason as determined by Surety in its sole discretion. Such consent remains in full force and effect until withdrawn in writing to Surety.

Signed and dated this 18 day of 11, 2025.

INDIVIDUALS as INDEMNITOR SIGNATURES (All Owners/Spouses/Domestic Partners Must Sign):

Indemnitor's Name (Print): Justin Koschak	Indemnitor's Signature: 	SSN: 477-74-4346
Spouse/Domestic Partner Name (Print):	Indemnitor's Signature:	SSN:
Indemnitor's Name (Print): Michael Koschak	Indemnitor's Signature: 	SSN: 474-88-1694
Spouse/Domestic Partner Name (Print):	Indemnitor's Signature:	SSN:
Indemnitor's Name (Print):	Indemnitor's Signature:	SSN:
Spouse/Domestic Partner Name (Print):	Indemnitor's Signature:	SSN:
Indemnitor's Name (Print):	Indemnitor's Signature:	SSN:
Spouse/Domestic Partner Name (Print):	Indemnitor's Signature:	SSN:

CORPORATION and OTHER BUSINESS ENTITIES as INDEMNITOR SIGNATURES (In addition to the above):

Name & Title (Print): Justin Koschak, President	Indemnitor's Signature: 	Company Name: Koschak Enterprises, Inc	FEIN: 83-4653339
Name & Title (Print):	Indemnitor's Signature:	Company Name:	FEIN:
Name & Title (Print):	Indemnitor's Signature:	Company Name:	FEIN:
Name & Title (Print):	Indemnitor's Signature:	Company Name:	FEIN:

NOTE: Attach additional signature pages as needed

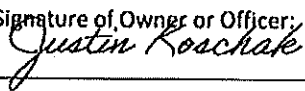
SECTION 00 4514

VENDOR/CONTRACTOR EVALUATION BEST VALUE

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that the statements, information and supporting documents provided are accurate and correct for evaluating and awarding project based upon best value and most advantageous system to the City of Lake Shore.

Bidder/Contractor to provide:

1. Executive Summary shall contain a description of the following items. Do not include pricing in this section.
 - a. Bidder's recommendation (scope of the project)
 - b. Bidder's technology overview for this project
 - c. Description of demonstrated deployment procedures, proposed project organization
 - d. Proposed deployment schedule, including key milestones. Delivery of materials to project construction location by March 13, 2026, is required.
2. Technical Proposal describing technical aspects of their products and /or service offering. Bidders should pay attention to describing clearly and concisely the functional and performance benefits of their product offering. Provide specifications of the materials used to manufacture the boardwalk including material treatments or preservatives, coating systems, fastening systems, anchoring systems, load capacity, conformance with Americans with Disabilities Act (ADA) requirements, recommended shipping, loading/unloading, installation and maintenance requirements.
3. Bidder shall provide information addressing the following:
 - a. The quality of the vendor's or contractor's performance on previous projects;
 - b. The timeliness of the vendor's or contractor's performance on previous projects;
 - c. The level of customer satisfaction with the vendor's or contractor's performance on previous projects;
 - d. The vendor's or contractor's record of performing previous projects on budget and ability to minimize cost overruns;
 - e. The vendor's or contractor's ability to minimize change orders;
 - f. The vendor's or contractor's ability to prepare appropriate project plans and/or shop drawings;
 - g. The vendor's or contractor's technical capabilities and associated equipment/technology used;
 - h. The individual qualification of the vendor's or contractor's key personnel;
 - i. The vendor's or contractor's ability to assess and minimize risks.
4. Provide signatures on
 - a. Affidavit of Non-Collusion (C-420),
 - b. Responsible Contractor (C-452 & C-452A),
5. Provide manufacturer warranty terms and conditions for all product included in the proposal.
6. Include relevant material needed to illuminate proposal content. This may include product data sheets, brochures, sample reports, resumes of key personnel, references and other specifications.

Authorized Signature of Owner or Officer: 	Printed Name: Justin Koschak
Title: Owner	Date: 11/18/2025
Company Name: Koschak Enterprises Inc.	

Evaluation Criteria for Best Value Procurement

- a. If deemed appropriate, the City will conduct interviews no more than 30 days after receipt of bids.
- b. Selection Committee will consist of City Administrator, Mayor, and City Engineer and/or other individual/consultant appointed by the City.
- c. Proposals will be evaluated using a series of criteria factors including:

CRITERIA	SCORING	SCORE
Support and Training based upon past client references	5 – 10	9
Delivery and Installation instructions and facilitation	5 – 10	9
Manufacturing equipment technology and precision tooling capability	15 – 20	19.25
Prior experience supplying product for similar boardwalk project application and project setting	20 -25	24
Ability to meet specified project schedule	20 – 25	23.75
Total Cost provided in the Bid Form	20 – 25	24.75

Customer/Client References (within the past five (5) years:

Name of Company/Organization: Bayview RV park
 Contact Name: Dean Ribich
 Telephone Number: 612 968 3439
 Email: dean@bayviewrvresort.com

Name of Company/Organization: Mesabi bituminous
 Contact Name: Tom Nemanich
 Telephone Number: 218 780 3423
 Email: mbitomn@yahoo.com

Name of Company/Organization: Mesabi Trail
 Contact Name: Sarah Ciochetto
 Telephone Number: 218 969 0054
 Email: sarah@rrauth.com

FORM C-452 – RESPONSIBLE CONTRACTOR

NAME OF BIDDER/CONTRACTOR: Koschak Enterprises Inc.

Minnesota Statute Section **16C.285** requires Contractors to meet minimum criteria to be eligible to be awarded a construction contract as the lowest responsible bidder or best value contractor for projects estimated to exceed \$50,000. This statute also requires subcontractors to meet minimum criteria to be eligible for subcontract work on the project.

The term 'Bidder or Contractor' as used in this Form (C-452) means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3.

Minimum Criteria: Bidder/Contractor shall indicate they have read and verified they are in compliance with the following statements:

Is in compliance with workers' compensation and unemployment insurance requirements Pursuant to the State of Minnesota and as required in the contract documents.

Is registered with the Department of Revenue and Department of Employment and Economic Development as we have employees.

Has a valid federal tax identification number or a valid Social Security number if an individual.

Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative, or is not a foreign corporation or cooperative.

Is in compliance with and, during the three-year period before submitting the verification, has not violated certain labor and wage laws.

Is in compliance with Minnesota Statutes, Chapter 326B, and has not more than twice during the three-year period before submitting the verification, violated Chapter 326B.

Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 (related to affirmative action plans for the employment of minority persons, women, and qualified disabled individuals) revoked or suspended.

Has not received a final determination assessing a monetary sanction from the Departments 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 this verification.

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.

Has verified that all subcontractors that Bidder/Contractor intends to use to perform work on this project have verified to the Bidder/Contractor through a signed statement under oath by an owner or officer that they (subcontractors) meet the minimum criteria listed above.

We understand that any Bidder/Contractor that does not meet the minimum criteria in Minnesota Statutes, Section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project.

Contractor shall submit to Owner, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause 7.

It is understood that a false statement under oath verifying compliance with any of the minimum criteria shall render the Bidder/Contractor or Subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract.

The undersigned owner or officer, being first duly sworn on oath, swears the Bidder/Contractor is in compliance with this document, including completion of first-tier subcontractors list on page C-452-3, and verifies that Bidder/Contractor is a Responsible Contractor as defined by Minnesota Statute Section 16C.285, subdivision 3.

NAME OF BIDDER/CONTRACTOR: Koschak Enterprises Inc.

Authorized Signature: Justin Koschak

Date: 11/18/2025

Printed name: Justin Koschak

Title: Owner

00 4514 - SUPPLIER EVALUATION BEST VALUE

Koschak Enterprises Inc.

Gull Lake Trail Phase 4A Floating Boardwalk System
Widseth Project No. 2025-11710

Executive Summary

Koschak Enterprises Inc. will fabricate all aluminum boardwalk sections, frames, and components exactly as described in the contract documents. Fabrication is completed using CNC machining, modular aluminum jigs, pulse MIG welding, and a full fixture layout to maintain straightness, squareness, and uniformity across all modules. The shop layout is built around eliminating manual measurements and producing repeatable, aligned assemblies.

All components will be fabricated in a controlled shop environment and staged at the manufacturer's storage site for inspection as required in Addendum No. 2. Materials will be bundled and labeled according to installation sequence. Loading onto the installation contractor's transport will be handled by the manufacturer with equipment suitable for long, wide, or awkward pieces.

Work begins immediately after award and down payment. Fabrication, staging, inspection readiness, and loading will be completed on the schedule needed to ensure final delivery to the project construction location by March 13, 2026. Coordination with the installation contractor will take place throughout material staging, loading, and installation guidance.

Technical Summary

Boardwalk frames and rails will be built from aluminum structural members meeting the specifications. Components are produced using precision jigs that maintain consistent spacing, alignment, and geometry so modules fit together cleanly in the field. This reduces field cutting or shimming and keeps the installation process predictable.

Aluminum construction requires no preservatives and minimal long-term maintenance. Fasteners and hardware will match the structural and environmental requirements in the specifications. Where coating is required, those systems will follow the manufacturer's guidelines and project documents.

Anchoring preparations, predrilled attachment points, and connection alignments will be built into the modules. ADA related clearances and transitions will be maintained through repeatable fabrication and consistent part dimensions.

Materials will be staged per Addendum No. 2 at the manufacturer's site and organized for efficient loading. Components will be set up to allow the installation contractor to unload, transport, and set modules with minimal handling steps.

00 4514 - SUPPLIER EVALUATION BEST VALUE

Best Value Factors

Performance: Previous major projects include aluminum floating trails, fixed and floating marina structures, and custom fabrication projects for municipal, commercial, and emergency services clients. All work has passed inspection and conformed to design requirements.

Timeliness: All major trail and boardwalk builds, marina installations, and fabrication projects have been delivered on or ahead of schedule. Project timelines are supported by clear shop workflows and straightforward fabrication processes.

Customer Satisfaction: Clients have consistently provided positive feedback related to workmanship, communication, and reliability. Clear planning and predictable execution contribute to high satisfaction.

Budget Control: Projects have historically been completed within budget with no cost overruns. Accurate estimating and disciplined procurement practices reduce unnecessary change orders or unexpected costs.

Change Orders: Change orders are uncommon due to thorough upfront scoping and CAD based layouts. When they occur, they are typically the result of owner requested modifications rather than fabrication related issues.

Project Plans: Shop drawings, CAD layouts, and clear staging plans support smooth fabrication and installation. Drawings reduce ambiguity and help maintain quality throughout production.

Technical Capabilities: The shop uses CNC machining, modular aluminum jigs, pulse MIG welding, a Fireball fixture system, precision fixturing, and layout tables that support consistent and accurate builds across all modules.

Personnel: The owner brings 30 years of hands-on construction and fabrication experience, including trail systems, marina builds, and industrial fabrication. Certifications include Firefighter II, Fire Instructor I, Emergency Medical Responder, OSHA 30, and MSHA instructor.

Risk Management: Risks are minimized through consistent fabrication methods, controlled shop workflows, thorough planning, and structured QA checks. Shop built consistency reduces installation risks and schedule delays.

Warranty: Attached.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Range Reliable Agency, Inc. 131 8th St S Virginia, MN 55792	CONTACT NAME: PHONE (A/C No. Ext): (218) 749-8340 FAX (A/C No.): (218) 749-3207 E-MAIL ADDRESS: ashley@rangereliable.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Auto Owners INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Justin Koschak Koschak Enterprises Inc 6913 Taylor Rd Virginia, MN 55792	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			08314823	03/04/2025	03/04/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In Minn) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Gull Lake Trail Phase 4A Floating Boardwalk System

CERTIFICATE HOLDER

CANCELLATION

City of Lake Shore
8583 Interlachen Road
Lake Shore, MN 56468

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form ST3, Certificate of Exemption

Purchaser: Complete this certificate and give it to the seller.

Seller: If this certificate is not completed, you must charge sales tax. Keep this certificate as part of your records.

This is a blanket certificate, unless one of the boxes below is checked. This certificate remains in force as long as the purchaser continues making purchases or until otherwise cancelled by the purchaser.

- ☐ Check if this certificate is for a single purchase and enter the related invoice/purchase order # _____.
- ☐ If you are a contractor and have a purchasing agent agreement with an exempt organization, check the box to make purchases for a specific job. Enter the exempt entity name and specific project:
- Exempt entity name _____ Project description _____

Name of Purchaser

KOSCHAK ENTERPRISES INC

Business Address

7357 HIGHWAY 169

City

VIRGINIA

State

MN

ZIP code

55792

Purchaser's Tax ID Number

6787419

State of Issue

If no tax ID number,

Enter one of the following:

FEIN

83-4653339

Driver's license number/State issued ID number

State of Issue

Number

Name of seller from whom you are purchasing, leasing, or renting

Seller's Address

City

State

ZIP code

Type of Business

- | | |
|--|--|
| <input type="checkbox"/> 01 Accommodation and food services | <input type="checkbox"/> 11 Transportation and warehousing |
| <input type="checkbox"/> 02 Agricultural, forestry, fishing, hunting | <input type="checkbox"/> 12 Utilities |
| <input type="checkbox"/> 03 Construction | <input type="checkbox"/> 13 Wholesale trade |
| <input type="checkbox"/> 04 Finance and insurance | <input type="checkbox"/> 14 Business services |
| <input type="checkbox"/> 05 Information, publishing and communications | <input type="checkbox"/> 15 Professional services |
| <input checked="" type="checkbox"/> 06 Manufacturing | <input type="checkbox"/> 16 Education and health-care services |
| <input type="checkbox"/> 07 Mining | <input type="checkbox"/> 17 Nonprofit organization |
| <input type="checkbox"/> 08 Real estate | <input type="checkbox"/> 18 Government |
| <input type="checkbox"/> 09 Rental and leasing | <input type="checkbox"/> 19 Not a business (explain) _____ |
| <input type="checkbox"/> 10 Retail trade | <input type="checkbox"/> 20 Other (explain) _____ |

Reason for Exemption (See Instructions)

- | | |
|---|--|
| <input type="checkbox"/> A Federal government (department) _____ | <input type="checkbox"/> J Agricultural production |
| <input type="checkbox"/> B Specific government exemption | <input checked="" type="checkbox"/> K Industrial production/manufacturing |
| _____ | <input type="checkbox"/> L Direct pay authorization |
| <input type="checkbox"/> C Tribal government (name) _____ | <input type="checkbox"/> M Multiple points of use (services, digital goods, or computer software delivered electronically) |
| <input type="checkbox"/> D Foreign diplomat # _____ | <input type="checkbox"/> N Direct mail |
| <input type="checkbox"/> E Charitable organization # _____ | <input type="checkbox"/> O Other (enter number from instructions) _____ |
| <input type="checkbox"/> F Educational organization # _____ | <input type="checkbox"/> P Percentage exemption |
| <input type="checkbox"/> G Religious organization # _____ | <input type="checkbox"/> Advertising (enter percentage) _____% |
| <input type="checkbox"/> H Resale | <input type="checkbox"/> Utilities (enter percentage) _____% |
| <input type="checkbox"/> I Qualifying capital equipment (see instructions when equipment claimed is part of a construction project) | <input type="checkbox"/> Electricity (enter percentage) _____% |

I declare that the information on this certificate is correct and complete to the best of my knowledge and belief. (PENALTY: If you try to evade paying sales tax by using an exemption certificate for items or services that will be used for purposes other than those being claimed, you may be fined \$100 under Minnesota law for each transaction for which the certificate is used.)

Signature of Authorized Purchaser

Print Name Here

JUSTIN KOSCHAK

Title

CEO

Date

Aluminum floating trail Warranty

Koschak Enterprises Inc. warrants its floating trail sections purchased new by the original owner to be free of defects in material or workmanship, from the date of sale for the periods of time set forth below:

Koschak Enterprises Inc. warranties all labor and materials related to warranty repairs for a period of 2 years from the completion of the installation and is not responsible for removal, dismantling or reinstallation cost beyond this period.

New aluminum floating trail sections carry a 10-year conditional warranty from the completion of the installation on all aluminum and aluminum welds.

The warranty on the floats will be per the terms of the Den Hartog industries warranty wherein Koschak Enterprises Inc. will coordinate any issues with the supplier for 10 years from the completion of the installation after which the remaining 5-year pro-rated float warranty will be the responsibility of the owner. There is no warranty on paint, stickers/decals and/or finish.

For services under this warranty, contact selling dealer or,

Koschak Enterprises Inc.
7357 Hwy 169
Virginia, MN 55792

There is no other expressed warranty. Koschak Enterprises Inc. is not liable for incidental or consequential damages or injuries of any kind due to installation, removal, misuse, snow or ice, electrolysis, severe weather, acts of God, misapplication, or improper selection of one of our purchased or displayed products. Koschak Enterprises Inc. agrees to repair or replace only defective parts deemed defective by Koschak Enterprises. Warranty is void when misuse or neglect is the cause, if the floating trail is used under conditions that exceed design load limits, or installed in salt water.

Unauthorized repairs or repairs done on product by any other than Koschak Enterprises may void this warranty

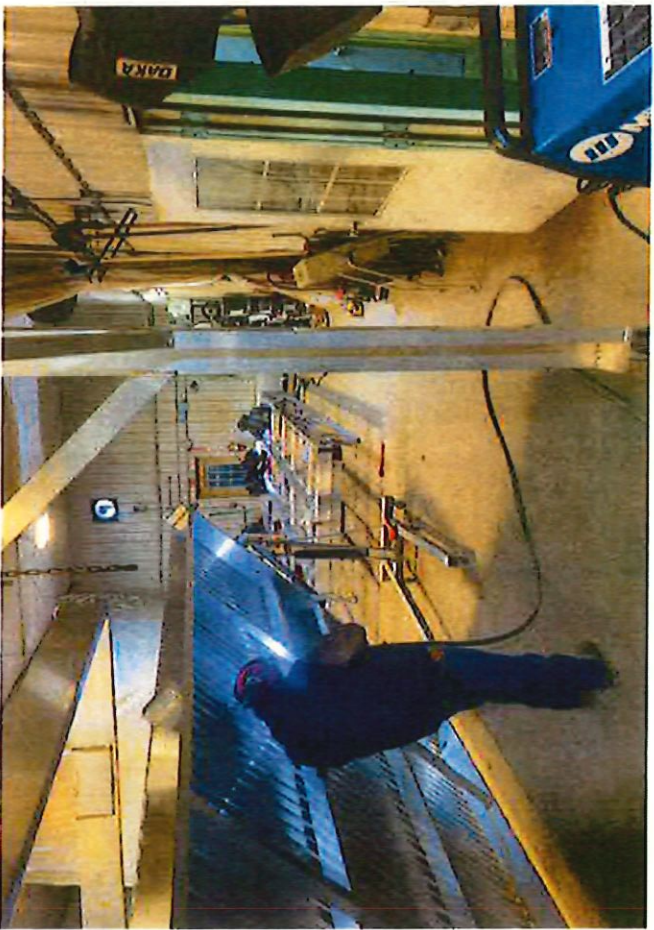
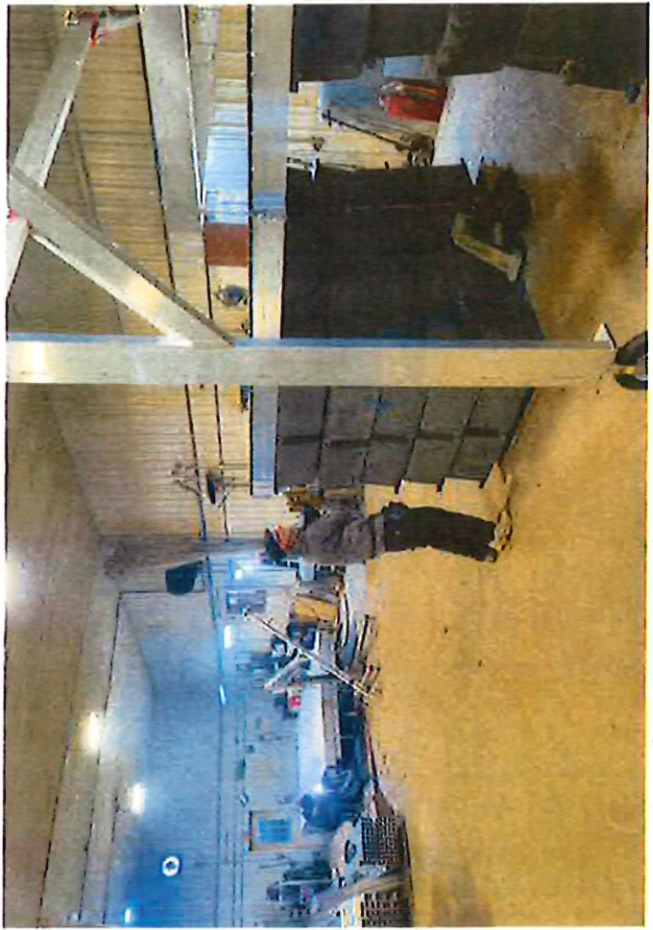
Implied warranties including that of merchantability are expressly limited in duration of this warranty. Koschak Enterprises Inc. disclaims any liability for incidental or improper selection, removal, use, misuse, misapplication, neglect or improper selection of our product. Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages so this limitation and exclusion may not apply to you.

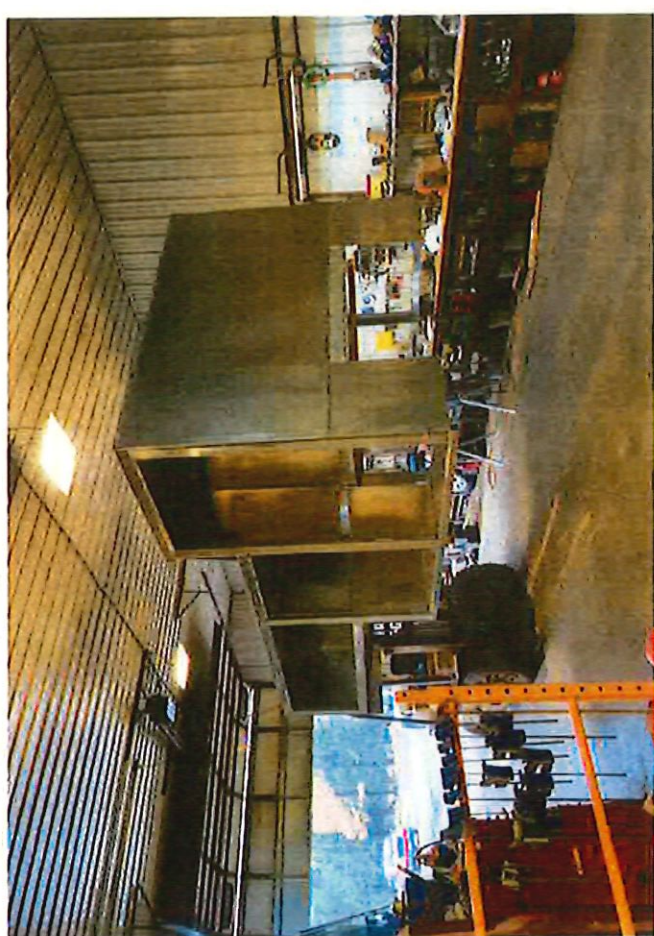
This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

This is our exclusive written warranty.

1/1/2019







PROCUREMENT BID FORM (REVISED NOVEMBER 7, 2025)

GULL LAKE TRAIL PHASE 4A FLOATING BOARDWALK SYSTEM, Lake Shore, Minnesota

WIDSETH PROJECT NO. 2025-11710

Contractor will complete the Work in accordance with the Contract Documents for the following unit price(s):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
1	10' X 22' FLOATING BOARDWALK/RAILING SECTION (ALUMINUM DECK AND RAILING MATERIALS)	SECTION	38	\$ 20,395	\$ 775,010
2	10' X 12' RAMP SECTION WITH RAILING	SECTION	2	\$ 9,600	\$ 19,200
3	12.5 - DEGREE ANGLE SECTIONS (ALUMINUM DECK AND RAILING MATERIALS)	SECTION	21	\$ 3,200	\$ 67,200
4	ANCHORING SPUDS	LS	1	\$ 20,000	\$ 20,000
5	BENCH SEAT	EACH	2	\$ 800	\$ 1,600
6	MATERIAL STORAGE AND LOADING	LS	1	\$ 10,000	\$ 10,000
7	INSTALLATION INSTRUCTIONAL REVIEW WITH CONTRACTOR AND TWO CONSTRUCTION PERIOD INSPECTIONS	LS	1	\$ 5,000	\$ 5,000
				TOTAL BASE BID	\$ 898,010

ALTERNATE BID NO. 1 - The Alternate Bid may be selected at Owner's discretion and, in this case, would be used as substitution for aluminum deck and railing materials. All bidders shall provide an Alternate Bid. Bids submitted without an Alternate Bid will be rejected and bidder will be disqualified from further bidding.

	UNIT	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
10' X 22' FLOATING BOARDWALK/RAILING SECTION (WOOD DECK AND RAILING MATERIALS)	SECTION	38	\$ 14,943	\$ 567,834
12.5 - DEGREE ANGLE SECTIONS (WOOD DECK AND RAILING MATERIALS)	SECTION	21	\$ 2,400	\$ 50,400

BASIS OF AWARD - The procurement contract shall be awarded based on the best value as determined by the bid review committee and City Council. The review may utilize any combination of Base Bid and/or Alternate Bid. The review committee will consist of the City Clerk/Administrator, City Engineer, Mayor, and Project Consultant. The review committee will make a recommendation to the City Council for award of procurement contract and the City Council will make the final award decision.

PAYMENT - Upon award of Contract and receipt of all required fully executed contract documents, Owner agrees to a payment schedule of Fifty Percent (50%) upon material order and Fifty Percent (50%) upon delivery of final product to project location, each being subject to material inspection and acceptance at the site of storage and manufacture, and of the fully manufactured product prior to delivery and after delivery.

Addendum	Acknowledged
1	X
2	X

ONLY ONE BID FORM OF UNIT PRICES from each BIDDER will be considered. Each sealed bid shall indicate the name of the Bidder, Project Name, "Bid Enclosed," and date and time of submittal to the City on the exterior of the sealed bid. Sealed bids received after the specified date and time for submission will not be opened. Neither the City nor its Engineer will be responsible for any costs associated with the preparation or submission of bids or bid security. Bid securities will be returned to all bidders upon the City entering into a contract with a selected bidder/supplier.

BID BOND (PENAL SUM FORM)

Bidder Name: MN Boardwalks, LLC Address (principal place of business): 8617 80th St Glencoe, MN 55336	Surety Name: Harco National Insurance Company Address (principal place of business): PO Box 10800 Raleigh, NC 27605
Owner Name: City of Lake Shore Address (principal place of business): City Hall 8583 Interlachen Road Lake Shore, MN 56468	Bid Project (name and location): Gull Lake Trail Phase 4A Floating Boardwalk System, Lake Shore, Minnesota Bid Due Date: November 19, 2025
Bond Penal Sum: Five Percent (5%) of Amount Bid Date of Bond: November 17, 2025	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder MN Boardwalks, LLC	Surety Harco National Insurance Company
(Full formal name of Bidder)	(Full formal name of Surety) (corporate seal)
By: <u>Jessica Stradtman</u> (Signature)	By: <u>Jack Anderson</u> (Signature) (Attach Power of Attorney)
Name: <u>Jessica Stradtman</u> (Printed or typed)	Name: <u>Jack Anderson</u> (Printed or typed)
Title: <u>Chief Manager</u>	Title: <u>Attorney-in-Fact</u>
Attest: <u>Stephanie Mielke</u> (Signature)	Attest: <u>Gabe Anklam</u> (Signature)
Name: <u>Stephanie Mielke</u> (Printed or typed)	Name: <u>Gabe Anklam</u> (Printed or typed)
Title: <u>Multi-Line Representative</u>	Title: <u>Account Manager</u>
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bond # _____

POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY
Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JACK ANDERSON, RITA JORGENSON

Montevideo, MN

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

***RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2023



STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook



Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2023, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 18, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **November 17, 2025**.

A02517

Irene Martins, Assistant Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

COUNTY OF CHIPPEWA

}

On this 17th day of November, 2025, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Harco National Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.

Cara L Olson

NOTARY PUBLIC

My Commission Expires 1/31/2031



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Minnesota }
County of MeLeod }

On this 18th day of November, in the year 2025, before me personally come(s) Jessica Stradtman, to me known, who being duly sworn, deposes and says that he/she resides in the City of Glencoe that he/she is the Chief Manager of the MN Boardwalks, LLC, the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Stephanie Mielke
Notary Public

SECTION C-420 - STATE OF MINNESOTA AFFIDAVIT OF NONCOLLUSION

STATE OF MINNESOTA

AFFIDAVIT OF NON-COLLUSION

I certify under penalty of perjury:

That I am the Bidder (if the Bidder is an individual), a partner in the company (if the Bidder is a partnership), or an officer or employee of the responding corporation or limited liability company having authority to sign on its behalf (if the Bidder is a corporation or limited liability company);

That the proposal submitted in response to the Advertisement for Bids for the Lake Shore, MN – Floating Boardwalk System Procurement has been arrived at by the Bidder independently and has been submitted without collusion with and without any agreement, understanding or planned common course of action with any other Bidder or any staff member of the City of Lake Shore, State of Minnesota, of materials, supplies, equipment or services described in the Advertisement for Bids, designed to limit fair and open competition;

That the contents of the proposal have not been communicated by the Bidder or its employees or agents to any person not an employee or agent of the Bidder and will not be communicated to any such persons prior to the official opening of the proposals;

That I am fully informed regarding the accuracy of the statements made in this affidavit.

Bidder's Firm Name: MN Boardwalks, LLC

Authorized Signature: Jessica Stradtman

Date: 11-18-25

Subscribed and sworn to me this 18th day of November, 2025

Notary Public



Stephanie Mielke

My commission expires: January 31, 2027

FORM C-452 – RESPONSIBLE CONTRACTOR

NAME OF BIDDER/CONTRACTOR: MN Boardwalks, LLC

Minnesota Statute Section **16C.285** requires Contractors to meet minimum criteria to be eligible to be awarded a construction contract as the lowest responsible bidder or best value contractor for projects estimated to exceed \$50,000. This statute also requires subcontractors to meet minimum criteria to be eligible for subcontract work on the project.

The term 'Bidder or Contractor' as used in this Form (C-452) means a contractor as defined in Minnesota Statutes, section 16C.285, subdivision 3.

Minimum Criteria: Bidder/Contractor shall indicate they have read and verified they are in compliance with the following statements:

Is in compliance with workers' compensation and unemployment insurance requirements Pursuant to the State of Minnesota and as required in the contract documents.

Is registered with the Department of Revenue and Department of Employment and Economic Development as we have employees.

Has a valid federal tax identification number or a valid Social Security number if an individual.

Has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative, or is not a foreign corporation or cooperative.

Is in compliance with and, during the three-year period before submitting the verification, has not violated certain labor and wage laws.

Is in compliance with Minnesota Statutes, Chapter 326B, and has not more than twice during the three-year period before submitting the verification, violated Chapter 326B.

Has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under Minnesota Statutes, Section 363A.36 (related to affirmative action plans for the employment of minority persons, women, and qualified disabled individuals) revoked or suspended.

Has not received a final determination assessing a monetary sanction from the Departments 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 this verification.

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.

Has verified that all subcontractors that Bidder/Contractor intends to use to perform work on this project have verified to the Bidder/Contractor through a signed statement under oath by an owner or officer that they (subcontractors) meet the minimum criteria listed above.

We understand that any Bidder/Contractor that does not meet the minimum criteria in Minnesota Statutes, Section 16C.285, subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded the construction contract for the project.

Contractor shall submit to Owner, upon request, copies of the signed verifications of compliance from all subcontractors of any tier pursuant to Minnesota Statutes, Section 16C.285, subdivision 3, clause 7.

It is understood that a false statement under oath verifying compliance with any of the minimum criteria shall render the Bidder/Contractor or Subcontractor that makes the false statement ineligible to be awarded a construction contract on the project and may result in termination of a contract.

The undersigned owner or officer, being first duly sworn on oath, swears the Bidder/Contractor is in compliance with this document, including completion of first-tier subcontractors list on page C-452-3, and verifies that Bidder/Contractor is a Responsible Contractor as defined by Minnesota Statute Section 16C.285, subdivision 3.

NAME OF BIDDER/CONTRACTOR: MN Boardwalks, LLC

Authorized Signature: Jessica Stradtman Date: 11-18-25

Printed name: Jessica Stradtman

Title: Chief Manager


SECTION 00 4514

VENDOR/CONTRACTOR EVALUATION BEST VALUE

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that the statements, information and supporting documents provided are accurate and correct for evaluating and awarding project based upon best value and most advantageous system to the City of Lake Shore.

Bidder/Contractor to provide:

1. Executive Summary shall contain a description of the following items. Do not include pricing in this section.
 - a. Bidder's recommendation (scope of the project)
 - b. Bidder's technology overview for this project
 - c. Description of demonstrated deployment procedures, proposed project organization
 - d. Proposed deployment schedule, including key milestones. Delivery of materials to project construction location by March 13, 2026, is required.
2. Technical Proposal describing technical aspects of their products and /or service offering. Bidders should pay attention to describing clearly and concisely the functional and performance benefits of their product offering. Provide specifications of the materials used to manufacture the boardwalk including material treatments or preservatives, coating systems, fastening systems, anchoring systems, load capacity, conformance with Americans with Disabilities Act (ADA) requirements, recommended shipping, loading/unloading, installation and maintenance requirements.
3. Bidder shall provide information addressing the following:
 - a. The quality of the vendor's or contractor's performance on previous projects;
 - b. The timeliness of the vendor's or contractor's performance on previous projects;
 - c. The level of customer satisfaction with the vendor's or contractor's performance on previous projects;
 - d. The vendor's or contractor's record of performing previous projects on budget and ability to minimize cost overruns;
 - e. The vendor's or contractor's ability to minimize change orders;
 - f. The vendor's or contractor's ability to prepare appropriate project plans and/or shop drawings;
 - g. The vendor's or contractor's technical capabilities and associated equipment/technology used;
 - h. The individual qualification of the vendor's or contractor's key personnel;
 - i. The vendor's or contractor's ability to assess and minimize risks.
4. Provide signatures on
 - a. Affidavit of Non-Collusion (C-420),
 - b. Responsible Contractor (C-452 & C-452A),
5. Provide manufacturer warranty terms and conditions for all product included in the proposal.
6. Include relevant material needed to illuminate proposal content. This may include product data sheets, brochures, sample reports, resumes of key personnel, references and other specifications.

Authorized Signature of Owner or Officer: 	Printed Name: Jessica Stradtman
Title: Chief Manager	Date: 11-18-25
Company Name: MN Boardwalks, LLC	

Evaluation Criteria for Best Value Procurement

- a. If deemed appropriate, the City will conduct interviews no more than 30 days after receipt of bids.
- b. Selection Committee will consist of City Administrator, Mayor, and City Engineer and/or other individual/consultant appointed by the City.
- c. Proposals will be evaluated using a series of criteria factors including:

CRITERIA	SCORING	SCORE
Support and Training based upon past client references	5 – 10	7.75
Delivery and Installation instructions and facilitation	5 – 10	8.25
Manufacturing equipment technology and precision tooling capability	15 – 20	16
Prior experience supplying product for similar boardwalk project application and project setting	20 -25	22.50
Ability to meet specified project schedule	20 – 25	22
Total Cost provided in the Bid Form	20 – 25	19.50

Customer/Client References (within the past five (5) years:

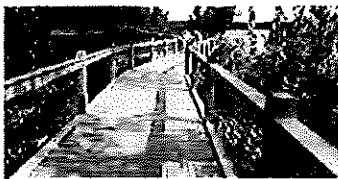
Name of Company/Organization: Widseth, Smith, Nolting & Associates, Inc.
 Contact Name: Mike Angland
 Telephone Number: 218-316-3608
 Email: Mike.Angland@widseth.com

Name of Company/Organization: Crow Wing County
 Contact Name: Tom Strack
 Telephone Number: 218-824-1010
 Email: Tom.Strack@crowwing.gov

Name of Company/Organization: Short Elliott Hendrickson, Inc. (SEH)
 Contact Name: Matthew Reid
 Telephone Number: 218-305-4725
 Email: mreid@sehinc.com

MN Boardwalks, LLC

8617 80th Street
Glencoe, MN 55336
Phone: 612-270-2694
Email: tls21372@gmail.com



November 18th, 2025

City of Lake Shore
8553 Interlachen Road
Lake Shore, MN 56468

Executive Summary for the Gull Lake Trail Project

Hello, let us introduce ourselves. We are MN Boardwalks, LLC based out of Glencoe, MN. We have been in the boardwalk business since 2010. We have been in the manufacturing and building industry for the past 35 years.

MN Boardwalks has a new 12,000 square foot facility and we are focused on manufacturing, fabrication, and installation of boardwalks and fishing piers. Boardwalks from 4' to 12' wide and endless lengths; from pedestrian to 10-ton capacities, to heavy duty floating systems. We install 95% of the products we manufacture so we know what it takes to install our products in the field. We know this phase is for supplying only but since we do install, we take the necessary precautions in the manufacturing process for ease at field installation.

We have done many projects in your area, but I will focus on the floating ones. We did the floating boardwalks in Crosslake, for the National Loon Center, with Mike Angland, from Widseth. We did the floating boardwalk with an octagon to mark the cave-in location which was 50' plus deep water, at the Milford Mine Memorial Park, in Crosby. We also did a 10' wide X 1200' floating boardwalk for the city of Virginia.

Our business is boardwalks, and we will work with the owners to provide the best product within budget at a timely matter with minimal costly changes. With the proposed deadlines, we know this will fit with our production schedule and be ready for installation at the specified date. If we are fortunate to win this bid, we will also be bidding the installation of it when the time comes.

We have storage capabilities as well as loading capabilities for these products.

The warranty package can be tailored to this project specifically. The different products such as floats or galvanizing, or aluminum and/or wood have different warranty periods, along with our 15-year manufacturing factory defect warranty. Some of the above products have longer warranty periods.

All our sections will be predrilled for installation so that the boardwalk will act as 1 unit except for the ramps. They will be hinged, and the spud pole locations will be determined at installation time. The products for this project will have engineered stamped drawings as well as final load rating capacity.

This is the type of project that MN Boardwalks does every day. We feel we are the best fit for this project and hope this proposal is the type of end result you are looking for. We feel our experience in many swamps, water, deep water is unmatched with other companies who may be looking at this as well. We look forward to answering any questions you have for us and are looking forward to supplying you the boardwalk you are hoping for.

Sincerely,

Travis Stradtman

MN Boardwalks, LLC

STAFF REPORT

ITEM: Safe Streets for All

FROM: Laura Fussy

DATE: November 20, 2025

1. Attached is a resolution regarding the Safe Streets for All Grant-Funded Brainerd Lakes Area Vulnerable Users Plan. The city would reaffirm its commitment to lead and administer the plan under the SS4A Planning Grant. Attached is the resolution along with an email from TJ Graumann from the City of Crosslake explaining the plan.

**CITY OF LAKE SHORE
RESOLUTION NO. 2025-11-01**

**RESOLUTION REGARDING SS4A GRANT-FUNDED BRAINERD LAKES AREA VULNERABLE
USERS PLAN**

WHEREAS, the City of Lake Shore is responsible for providing safe and equitable streets, trails, and transportation facilities that connect people, goods, and services throughout the community; and

WHEREAS, communities within the Brainerd Lakes Area, including those located in northern Crow Wing County and eastern Cass County, share similar responsibilities for ensuring the safety of all transportation users; and

WHEREAS, the U.S. Department of Transportation (USDOT) has established the Safe Streets and Roads for All (SS4A) program to support the development of comprehensive safety action plans with a focus on reducing serious injuries and fatalities, particularly among vulnerable users such as pedestrians, bicyclists, and other non-motorized travelers; and

WHEREAS the City of Crosslake received \$200,000 in federal funding through the SS4A program and \$50,000 from state match funding for a federal IIJA Safe Streets for All Planning discretionary grant; and

WHEREAS, the SS4A program allows for Co-Applicants to collaborate in regional planning efforts; and

WHEREAS, the City of Crosslake has agreed to serve as the Fiscal Agent for the Brainerd Lakes Area Vulnerable Users Plan and to lead coordination efforts on behalf of participating Co-Applicants; and

WHEREAS, the City of Crosslake seeks formal confirmation from participating communities and partner organizations of their intent to actively contribute to the Brainerd Lakes Area Vulnerable Users Plan and to assist Crosslake in this regional effort; and

WHEREAS, the City of Crosslake and all Co-Applicants assures that this desired plan will meet the requirements of the SS4A Discretionary Program to allow priority projects, identified in the planning process, to receive future SS4A capital grant funding; and

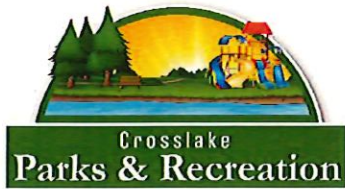
WHEREAS, in order to comply with the competitive bidding requirements of Minnesota Statute 471.345, a Request for Proposals (RFP) will be solicited for professional services.

NOW, THEREFORE, BE IT RESOLVED, that the City of Lake Shore formally reaffirms its commitment to lead and administer the Brainerd Lakes Area Vulnerable Users Plan under the SS4A Planning Grant, and requests that partnering entities confirm their participation as Co-Applicants and collaborate in developing a comprehensive, actionable plan to improve safety for all transportation users across the Brainerd Lakes Area.

ADOPTED THIS ____ DAY OF _____, 2025.

Mayor,

, City Administrator



City of Crosslake
Parks and Recreation Department
14126 Daggett Pine Rd
Crosslake, MN 56442

(218) 692 - 4271
City Hall (218) 692 - 2688

Good afternoon,

As part of the SS4A grant-funded Brainerd Lakes Area Vulnerable Users Plan, each partner community is asked to formally adopt the attached resolution confirming participation as a Co-Applicant.

Please review the resolution and present it to your governing body for consideration. Once adopted, return a signed copy to me at your earliest convenience.

This resolution reaffirms your commitment to collaborate in the development of a regional safety plan that will position our communities to pursue future SS4A implementation funding for priority transportation safety projects.

Participation in this effort comes at no cost to your city or township. What we need most is your invaluable local knowledge and insight into where people live, work, and travel; where they encounter safety concerns; and what types of improvements could make active transportation more feasible and enjoyable in your community.

If you have any questions or need assistance, please feel free to reach out.

Thank you for your partnership in this important regional effort.

Sincerely,

TJ Graumann
Director of Parks, Recreation & Library
tgraumann@cityofcrosslake.org
(218) 692 - 5270