

AGENDA
Regular Meeting of Lake Shore City Council
Monday, February 23, 2026
6:00 PM

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Regular City Council Meeting of January 26, 2026, *(Council Action: Approve or Disapprove as presented)*

REPORTS

Police/Fire Report – Chief Mike Heldt

- Incident Report
- Fire Report

Mayor’s Report – Andy Stewart

- 2026 Appointments Update *(Council Action: Approve or Disapprove as presented)*

Clerk/Treasurer’s Report – Kathy Johansen

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

City Clerk/Administrator – Laura Fussy

- Temporary City Hall Hours *(Council Action: Approve or Disapprove as presented)*
- Updating Bank Signers *(Council Action: Approve or Disapprove as presented)*

Planning & Zoning Commission – Darcy Peterson

- Authorized Agent Form *(Council Action: Approve or Disapprove as presented)*
- Resolution 2026-01 Land Use Ordinance *(Council Action: Approve or Disapprove as presented)*
- Resolution 2026-02 Matrix Table *(Council Action: Approve or Disapprove as presented)*
- 2025 Year End Reports – Land Use Permits & Public Hearing Items
- January Minutes & Permit Summary

Wastewater/Road Committee – Wayne Anderson

- Authorize Widseth to Advertise & Approve 2026 Street Improvements *(Council Action: Approve or Disapprove as presented)*
- Wastewater Monthly Report & December 2025 Minutes

Park and Recreation Committee – Henry Cote

Trail 77

- Construction Administration Proposal – Widseth *(Council Action: Approve or Disapprove as presented)*
- Bid Award Recommendation - Gull Lake Trail Phase 4A *(Council Action: Approve or Disapprove as presented)*
- Braun Intertec Contract *(Council Action: Approve or Disapprove as presented)*
- Partial Pay Application #2 – Gull Lake Trail Phase 4A Floating Boardwalk System *(Council Action: Approve or Disapprove as presented)*

Personnel – Andy Stewart/Darcy Peterson

- Kathy Johansen, Deputy Clerk – 6 Month Review & Recommendation *(Council Action: Approve or Disapprove as presented)*
- Laura Fussy, Clerk/Administrator – 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 2026-02-01 – Accepting Donation *(Council Action: Approve or Disapprove as presented)*

ANNOUNCEMENTS

ADJOURNMENT

MINUTES
Regular Meeting of Lake Shore City Council
Monday, January 26, 2026
6:00 PM Lake Shore City Hall

Mayor Andy Stewart called the January 26, 2026, Regular City Council meeting to order at 6:00 PM. The Pledge of Allegiance was recited.

Attendance: Mayor Andy Stewart; Council Members: Darcy Peterson, Wayne Anderson and Vern Gevik. City Attorney Cody Schmidt; City Engineer Dave Reese; Clerk/Administrator Laura Fussy; Police Chief Mike Heldt; and Deputy Clerk Kathy Johansen were present. Member Henry Cote was absent. The audience included Nicole Hausmann and Rick Steer. A quorum was present, and the City Council was competent to conduct business.

APPROVAL OF MINUTES

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE THE DECEMBER 15, 2025, REGULAR CITY COUNCIL MEETING MINUTES AS PRESENTED. MOTION PASSED.

REPORTS

Police Report – Police Chief Mike Heldt

Incident Report – In December 2025 there were 73 incidents in the city. There were 34 traffic-related incidents and 39 miscellaneous department activity.

December Fire Report – The Nisswa Fire Department fire report for December was included for review.

2025 Year-End Police Department Report – There were a total of 986 incidents in 2025. This was a slight increase from 2024 when we had 936 incidents.

In 2025, burglaries and other property crimes continued to remain low. Department responded to 4 theft calls, 7 reports of property damage, 3 assault complaints, 82 medicals, 90 residential or business alarms, 14 disturbance complaints, 42 public assists, 39 reports of suspicious activity, 21 animal complaints, 31 property watch requests and 5 agency assists. There was one party who passed away in the city for 2025.

Department issued 35 traffic citations and responded to 25 vehicle crashes. There were no fatalities on our city streets and only one accident with serious injuries.

The department responded to one structure fire in Lake Shore.

ERPO Policy – MSS 624.7175 and MN POST Board mandates law enforcement agencies adopt an Extreme Risk Protection Order (ERPO) for the safe keeping and storage of firearms that are taken in the event of specific situations per MN State Statute.

Chief Heldt shared that he will be looking into the purchase (grant) of a large gun safe for this purpose.

MOTION BY DARCY PETERSON AND SECONDED BY WAYNE ANDERSON TO APPROVE THE ADOPTION OF THE ERPO POLICY. MOTION PASSED.

Mayor's Report – Andy Stewart shared that there is a nationwide shortage of road salt and must purchase higher priced salt.

Laura Fussy stated the salt would be coming from Kansas so Fairview, East Gull Lake, and Lake Shore agreed to each pay 1/3 of the cost for the salt.

2026 Appointments – Andy Stewart mentioned that Buildings and Grounds could possibly turn into a committee in order to start thinking about keeping the current building intact and what our future looks like.

MOTION BY DARCY PETERSON AND SECONDED BY WAYNE ANDERSON TO APPROVE THE 2026 APPOINTMENT LIST AS PRESENTED. MOTION PASSED.

Clerk/Treasurer's Report – Kathy Johansen

Financials – MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO APPROVE THE DECEMBER FINANCIALS AS PRESENTED (CLAIM NUMBERS 43219 THRU 43270 AND NON-CHECK CLAIMS LISTED TO ATTACHED REPORT – TOTAL \$275,795.88). MOTION PASSED.

Pay Bills – MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO PAY THE BILLS AS SUBMITTED (CLAIM NUMBERS 43255 THRU 43338; AND CLAIMS 1645 THRU 1666 – TOTAL – \$436,760.75). MOTION PASSED.

Clerk/Administrator – Laura Fussy

Resolution 2026-01-01 – 2026 Fee Schedule –

MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO ADOPT RESOLUTION 2026-01-01 - 2026 FEE SCHEDULE AS PRESENTED. MOTION PASSED.

Wayne Anderson shared concern regarding the optional 2:00 AM closing for on-sale liquor.

Laura Fussy indicated that Zorbaz is the only establishment that does it and they have to do it on their own accord through the State of Minnesota.

Pay Equity Report – Laura Fussy presented the Pay Equity Report which requires all public jurisdictions to eliminate sex-based wage inequities in compensation.

MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO APPROVE SUBMISSION OF THE 2026 PAY EQUITY REPORT AS PRESENTED. MOTION CARRIED.

72nd St SW Guardrail Bid – Laura Fussy stated the City has been working with Rick Wilson/Tim Murphy from Loon Lake Township on the purchase and installation of a guardrail at Stony Brook on 72nd St.

MOTION BY WAYNE ANDERSON AND SECONDED BY DARCY PETERSON TO APPROVE PAYING HALF OF THE BILL IN THE AMOUNT OF \$5,062.50 FOR THE CITY OF LAKE SHORE'S PORTION OF THE GUARDRAIL BID AS PRESENTED. MOTION PASSED.

Planning and Zoning Commission – Darcy Peterson turned presentation over to Nicole Hausmann.

Authorized Agent Form – Nicole Hausmann presented the Authorized Agent Form for permits, public hearings, lot subdivision or boundary line division. This form will indicate the property owner is giving

permission for another person to speak on the property owner's behalf. This gives Sourcewell permission to work with the authorized agent. The form does not eliminate the legal responsibility of the property owner.

Further discussion continued regarding the viability of using the authorized agent form and whether a disclaimer should be added regarding the property owner's legal responsibilities.

Vern Gevik suggested adding a disclaimer and then approving the agent form at the next Council meeting.

Nicole Hausmann agreed to add a disclaimer to the form and bring it to the February Council meeting.

Land Use Ordinance Updates 2026 – Nicole Hausmann referenced the updates and highlighted a few of the performance standards including grading and the need for Lake Shore to require a conditional use permit for grading and dirt moving. Beach sand blankets language will correlate to Cass County standards. Language on ice ridges and riprap have been cleaned up and short term rental reports changed from annually to quarterly. Nicole referenced adding a provision if a parcel is split with a road that the impervious coverage is 25% for each section or adding language that a stormwater management plan is allowed at the discretion of the Administrator.

Further discussion continued regarding the definition of a "road" to be clear on a parcel split.

Nicole Hausmann stated the definition of "road" can be added.

Cody Schmidt suggested the definition of "dedicated" roads vs public or private.

Updated Matrix Table – 2026 – Nicole referenced the matrix table being cleaned up. Each zoning will have its own column. Patio, fence, riprap, retaining walls, and grading permits will be added for residential low density, residential medium density, commercial waterfront, and neighborhood commercial zones.

City Council agreed with Nicole moving forward with a public hearing for the updates at the Planning Commission meeting in February.

December Minutes and Permit Summary – Provided for review.

Wastewater/Road Committee – Wayne Anderson shared that it's been a quiet start to the year. Work has started on submitting the City's PCA Annual Report.

Wastewater Monthly Report – The operations report for January was included for review.

Park and Recreation Committee – Henry Cote was absent.

Trail 77 – Dave Reese mentioned the ad for bids is in process. Dave informed the Council there have been discussions on the floating boardwalk being an impact. The vegetation and snow need to be packed down so it freezes by March 1 and then the boardwalk sections can be slid out there.

Personnel – Andy Stewart/Wayne Anderson/Darcy Peterson – Nothing to report.

City Attorney – Gammello - Pearson – Cody Schmidt had nothing to report.

City Engineer – Widseth – Dave Reese shared that MNDot decided the trees in the landscaping plan of the Fritz Loven Bridge Plan are more of a luxury. Dave requested a decision from the Council on whether to keep or remove the trees from the plan.

Further discussion continued regarding the trees in the Fritz Loven Bridge project.

The Council approved keeping the trees in the plan.

Mayor Stewart inquired into the funding status.

Dave Reese shared 2026 is a bonding year and we can see if a bonding session is held.

Dave Reese stated the 2026 Street Improvements will be getting run through the Road Committee and then headed to Council to obtain authorizations and bids.

OLD BUSINESS – There was no old business.

NEW BUSINESS – Vern Gevik suggested putting out a notice to city residents due to all the unrest currently happening in the state.

ANNOUNCEMENTS/PUBLIC FORUM –

Board of Appeal and Equalization – Tuesday, April 7th @ 1pm

MOTION BY WAYNE ANDERSON AND SECONDED BY DARCY PETERSON TO ADJOURN THE JANUARY 26, 2026, REGULAR CITY COUNCIL MEETING AT 6:54 PM. MOTION PASSED.

Transcribed by Kathy Johansen
Lake Shore Deputy Clerk

Lake Shore Police Department
Monthly Activity Report

January 2026

17 Traffic Related Incidents:

Traffic Warnings:	11
Revoked plate:	1
MV accidents:	3
Driving complaint:	1
Parking Complaint:	1

33 Misc Calls for Service:

Alarms:	3
Property Damage:	1
Theft:	1
Fraud:	1
Property watch:	8
Harassment:	3
Disorderly conduct:	1
Littering:	1
Medicals:	5
Animal complaint:	2
Agency assist:	3
General information:	4

Total Incidents: 50

Nisswa Fire Department Report

January 2026

Training for this month included CPR and AED training. This training is performed once every 2 years to upkeep our CPR certifications which is a required training to have as a first responder. During this training, firefighters and first responders experience hands on and classroom learning on how to effectively perform CPR and utilize an AED. This training also reviews choking and the Heimlich technique for adults, children and infants.

Our department also trained on SCBAs (self-contained breathing apparatus). This is also known as our air packs we use when going into a hazardous environment/structure fire. Firefighters worked together utilizing communication during a lost and found drill where SBCAs were hidden and needed to be assembled in the dark. This encouraged firefighters to be familiar with their SCBAs and equipment within stressful/limited environments.

Events for this month included medical staffing for the Ice Fishing Extravaganza. Firefighters worked together with the Brainerd Fire Department and other medical services during this event on Gull Lake.

New NERIS reporting is in full swing for our department.

Call Breakdown:

Medical Calls	30
Structure Fire Calls/Vehicle Fire	2
Gas Leak/Odor	1
Motor Vehicle Accidents	3
Carbon Monoxide/Smoke Detector	3
Rescue/Special Event	0
Cancelled en route	1
Total:	40 total

Chief Bailey 218-851-2825

Mayor's 2026 Appointment Recommendations:

Mileage Reimbursement \$.725 per mile

Mayor Andy Stewart _____
Acting Mayor Darcy Peterson _____
City Attorney Gammello & Pearson, PLLC _____
City Engineer Widseth _____
Emergency Management Director..... Mike Heldt _____
Health Officer/Board of Health..... Betsy Egan _____
City Auditor Clasen & Schiessl CPA's Ltd. _____
Weed Inspector..... Andy Stewart _____
Asst. Weed Inspector Roger Olmsheid _____
Buildings & Grounds Commissioner Andy Stewart _____
Official Depositories American National Bank _____
..... First Western Bank & Trust _____
..... First National Bank of Walker _____
..... Frandsen Bank and Trust _____
..... MN Municipal Money Market _____
Official Newspaper Pine and Lakes Echo Journal (primary) _____
..... Brainerd Dispatch (secondary) _____
Budget Commissioner Andy Stewart _____
Personnel Commission..... Andy Stewart, Darcy Peterson _____

BOA/Planning Commission Darcy Peterson _____
Members: 1) PJ Smith/Chair _____
..... 2) TJ Graber _____
..... 3) Alex Kuhn _____
..... 4) Sean Weldon _____
..... 5) Dave Riegert _____
BOA/Planning Commission Alternates Kevin Egan, Steve Hensel _____

Park/Recreation Committee Henry Cote _____
Members: 1) Kiley Armitage/Chair _____
..... 2) Wes Robertson _____
..... 3) Steve Sundstrom _____
..... 4) Greg Schwanbeck _____
..... 5) Todd Peterson _____
Park/Recreation Alternates..... Mary Kay Larson _____

Wastewater/Road Committee Wayne Anderson _____
Members..... 1) Justin Stahnke _____
..... 2) Terry Hansen _____
..... 3) Jim Halverson _____
..... 4) Troy Magnuson _____
..... 5) Jim Woll _____
WW/Road Alternate..... Bill Schultz _____

Buildings & Grounds Committee Vern Gevik _____
Members: 1) Teri Hastings/Chair _____
..... 2) Steve Sundstrom _____
..... 3) Troy Magnuson _____
..... 4) Dave Riegert _____
..... 5) Todd Peterson _____
Buildings & Grounds Alternates..... _____

BANK RECONCILIATION

ACCOUNT NAME	GENERAL CHECKING MONTH ENDED	31-Jan-26
G/L ACCOUNT BALANCE (GEN)	\$1,702,051.93	
CORONA VIRUS RELIEF FUND	\$95,820.61	AMERICAN NATIONAL \$700,459.33
LSPD ADMIN FINES <small>Added 1/31/23</small>	\$17,624.43	AMERICAN NATIONAL MM \$1,390,815.74
P&Z PENALTIES <small>Added 1/31/23</small>	\$17,900.00	
AMER NATL BANK (CD)	\$749,777.30	
POHL ROAD ASSESSMENTS	\$43,731.56	BALANCE PER BANK STMT <u>\$2,091,275.07</u>
ROBINHOOD WAY ASSESSMENT	\$68,507.31	
DEBT SERVICE 2020A	-\$377,207.57	
MUNICIPAL STATE AID-STREET	\$1,612.50	
PARK DEDICATION FEE <small>Added 1/31/23</small>	\$15,950.00	
G/L CAPITAL (SEWER)	\$77,942.11	
2020 STREET IMPROVEMENTS	\$0.00	
GLT-DEDICATED MATCH \$ <small>Added 1/31/23</small>	\$294,758.82	
G/L ACCOUNT BALANCE (SEWR)	\$104,265.57	
AMER NATL BANK (CD)	\$24,790.76	
TOTAL	\$2,837,525.33	
ADD: DEPOSITS		ADD: DEP IN TRANS
DATE AMOUNT		DATE AMOUNT
DEP. AFTER		
1/31/2026		1/31/2026
	<u>\$2,837,525.33</u>	<u>\$2,091,275.07</u>
LESS: DISBURSEMENTS		LESS:
ITEM AMOUNT		« AM NATL (CD)
CKS AFTER	\$749,777.30	« AM NATL (CD)
1/31/2026	\$24,790.76	OUTSTANDING CHECKS » \$28,317.80
		SEE BELOW
Total		
BANK BALANCE PER LEDGER	<u>\$2,062,957.27</u>	BANK BALANCE PER RECON. <u>\$2,062,957.27</u>

CHECKS OUTSTANDING								
#	AMOUNT	#	AMOUNT	#	AMOUNT	#	AMOUNT	TOTAL
42740	\$110.81	43340	\$48.11					
43137	\$421.16	43341	\$847.00					
43157	\$50.00	43342	\$638.00					
43246	\$280.65	43343	\$163.89					
43289	\$68.89	43344	\$350.02					
43297	\$50.00	43345	\$378.10					
43301	\$25.00	43346	\$22,977.50					
43304	\$279.33	43347	\$28.30					
43323	\$125.00	43348	\$173.03					
43327	\$125.00	43349	\$492.89					
43329	\$90.00							
43339	\$595.12							
		4th Col	\$ -					
		3rd Col	\$ -					
		2nd Col	\$ 26,096.84	Before	31-Jan	\$28,317.80		
		1st Col	\$ 2,220.96	After	31-Jan			
		Total	\$28,317.80	Total		\$ 28,317.80	\$ 28,317.80	

For the Period : 1/1/2026 To 1/31/2026

<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	\$1,779,757.44	\$26,988.13	\$104,582.83	\$1,702,162.74	\$0.00	\$27,614.45	\$1,729,777.19
Corona Virus Relief Funds	\$95,820.61	\$0.00	\$0.00	\$95,820.61	\$0.00	\$0.00	\$95,820.61
LSPD Administrative Fines	\$17,624.43	\$0.00	\$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	\$43,731.56	\$0.00	\$0.00	\$43,731.56	\$0.00	\$0.00	\$43,731.56
Robinhood Way Assessments	\$68,507.31	\$0.00	\$0.00	\$68,507.31	\$0.00	\$0.00	\$68,507.31
Debt Service 2020A	(\$244,667.17)	\$2,259.60	\$134,800.00	(\$377,207.57)	\$0.00	\$0.00	(\$377,207.57)
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	\$76,004.61	\$1,937.50	\$0.00	\$77,942.11	\$0.00	\$0.00	\$77,942.11
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	\$101,024.79	\$11,092.00	\$7,851.22	\$104,265.57	\$0.00	\$592.54	\$104,858.11
American National CD - 2	\$24,790.76	\$0.00	\$0.00	\$24,790.76	\$0.00	\$0.00	\$24,790.76
Total	\$3,042,592.96	\$42,277.23	\$247,234.05	\$2,837,636.14	\$0.00	\$28,206.99	\$2,865,843.13

Fund Name: All Funds
 Date Range: 01/01/2026 To 01/31/2026

<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>
01/05/2026	DELTA DENTAL	DELTA DEN010	INSURANCE PREMIUM JAN 2026	N	City Administrator	100-41350-131-	\$ 161.31
		DELTA DEN010			Chief of Police	100-42111-131-	\$ 161.31
	Total For Check	DELTA DEN010					\$ 322.62
01/06/2026	CROW WING POWER	43271	12/14/25 BILL DATE	N	Street Lighting	100-43160-381-	\$ 61.87
		43271			Park Areas	100-45202-381-	\$ 63.79
		43271			Cemetery	100-49010-381-	\$ 61.18
		43271			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 414.94
	Total For Check	43271					\$ 601.78
01/06/2026	CULLIGAN	43272	INV 150X02473700 & 150X02430809 RENTAL SVC	N	Other General Government	100-41901-211-	\$ 22.00
	Total For Check	43272					\$ 22.00
01/06/2026	COLUMN SOFTWARE PBC	43273	INV 5D7E8A93-0033 PZ PUBLIC NOTICE	N	Planning and Zoning Office	100-41911-351-	\$ 35.02
	Total For Check	43273					\$ 35.02
01/06/2026	Laura Fussy	43274	Reimb-Safety mtg; Sourcewell training; coffee	N	City Administrator	100-41350-437-	\$ 78.52
		43274			Other General Government	100-41901-201-	\$ 17.99
	Total For Check	43274					\$ 96.51
01/06/2026	GALLS LLC	43275	ACCT 3870102 - INV 033001284 & 033455589	N	Chief of Police	100-42111-208-	\$ 321.07
		43275			Patrolman PT	100-42113-208-	\$ 115.67
	Total For Check	43275					\$ 436.74
01/06/2026	GAMMELLO & PEARSON, PLLC	43276	STMT 109661 RETAINER ACCT 70581-002M	N	Purchasing	100-41570-514-	\$ 208.00
		43276			Other General Government	100-41901-304-	\$ 600.00
		43276			Planning and Zoning Office	100-41911-305-	\$ 182.00
		43276				100-41911-305-	\$ 403.00
	Total For Check	43276					\$ 1,393.00
01/06/2026	LEAGUE OF MINNESOTA CITIES	43277	INV 441291 - 2026 Membership Dues	N	Other General Government	100-41901-433-	\$ 1,662.00
	Total For Check	43277					\$ 1,662.00

<u>Fund Name:</u>	<u>All Funds</u>	<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>
Date Range:	01/01/2026 To 01/31/2026								
01/06/2026	LAMS.INC	43278			INV 57585	N	General Government Buildings and Plant	100-41940-310-	\$ 35.98
	Total For Check	43278							\$ 35.98
01/06/2026	M - R SIGN CO., INC.	43279			INV 230186 SIGNS	N	Highways, Streets & Roadways	100-43101-226-	\$ 116.44
	Total For Check	43279							\$ 116.44
01/06/2026	MINNESOTA MAYORS ASSOCIATION	43280			ANNUAL DUES BEG JAN 1, 2026	N	Mayor	100-41310-437-	\$ 30.00
	Total For Check	43280							\$ 30.00
01/06/2026	MN CHIEF OF POLICE ASSOCIATION	43281			INV 22316 - MCPA 1/1/26 VOTING DUES	N	Chief of Police	100-42111-437-	\$ 270.00
	Total For Check	43281							\$ 270.00
01/06/2026	MINNESOTA POWER	43282			NOV 8-DEC 7, 2025 BILLING PERIOD	N	General Government Buildings and Plant	100-41940-381-	\$ 288.03
		43282					Street Lighting	100-43160-381-	\$ 115.22
		43282					Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 171.71
	Total For Check	43282							\$ 574.96
01/06/2026	NCPERS GROUP LIFE INS.	43283			UNIT # 571200 - INV 571200122026	N	Chief of Police	100-42111-101-	\$ 16.00
	Total For Check	43283							\$ 16.00
01/06/2026	NISSWA HARDWARE	43284			ACCT 50036, OFFC SUPPLIES,PUMP STA RPR	N	Public Works General	100-43001-221-	\$ 54.97
		43284					Ice and Snow Removal	100-43125-224-	\$ 309.80
		43284					Sewer Utilities - Sewer Lift Stations	602-49470-221-	\$ 61.12
	Total For Check	43284							\$ 425.89
01/06/2026	OMNISITE	43285			INV 103411 - 7 LIFT STATIONS WIRELESS SERVICE	N	Sewer Utilities - Sewer Lift Stations	602-49470-321-	\$ 2,030.00
	Total For Check	43285							\$ 2,030.00
01/06/2026	ON SYSTEMS INC	43286			INV 12483 MANAGED SVC PLAN & MICROSOFT 365	N	Other General Government	100-41901-415-	\$ 673.21
	Total For Check	43286							\$ 673.21
01/06/2026	PEOPLE'S SECURITY COMPANY	43287			ACCT 10631 - INV 281029 CELLULAR MONITORING	N	Other General Government	100-41901-300-	\$ 431.88
	Total For Check	43287							\$ 431.88

<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>
01/06/2026	RARDIN EXCAVATING INC	43288	TRUCK, PLOW & SANDER, SALT SAND	N	Ice and Snow Removal	100-43125-224-	\$ 3,770.00
		43288				100-43125-400-	\$ 7,237.50
	Total For Check	43288					\$ 11,007.50
01/06/2026	S-N-K CAR WASH & OIL CHANGE	43289	INV 71015 - OIL CHANGE	N	Automotive Services	100-42152-217-	\$ 68.89
		43289					\$ 68.89
	Total For Check	43289					\$ 1,828.75
01/06/2026	SOURCEWELL	43290	INV 000005449 NOV 2025 PLANNING & ZONING SVC	N	Planning and Zoning	100-41910-300-	\$ 28.30
		43290					\$ 1,828.75
	Total For Check	43290					\$ 28.30
01/06/2026	TASC	43291	INV IN3635434 ID 4104-7329-2671 ADMIN FEE	N	Other General Government	100-41901-415-	\$ 38.41
		43291					\$ 38.41
	Total For Check	43291					\$ 38.41
01/06/2026	VERIZON WIRELESS	43292	ACCT 486724156-00002 INV 6132172602	N	Communication Services	100-42151-321-	\$ 110.20
		43292					\$ 110.20
	Total For Check	43292					\$ 2,590.00
01/06/2026	WASTE PARTNERS INC.	43293	ACCT# 435817 INV 5CX00993	N	General Government Buildings and Plant	100-41940-384-	\$ 308.17
		43293					\$ 308.17
	Total For Check	43293					\$ 50.00
01/06/2026	WIDSETH SMITH NOLTING & ASSOC. INC.	43294	INV #'S 242406,242536,242407,242404,242405	N	Purchasing	100-41570-409-	\$ 16,294.00
		43294					\$ 624.00
		43294					\$ 706.50
		43294					\$ 20,214.50
	Total For Check	43294					\$ 308.17
01/06/2026	XCEL ENERGY	43295	ACCT 51-6575479-0 STMT 956389939	N	General Government Buildings and Plant	100-41940-383-	\$ 50.00
		43295					\$ 308.17
	Total For Check	43295					\$ 50.00
01/06/2026	JUSTIN STAHNKE	43296	DEC 2025 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
		43296					\$ 50.00
	Total For Check	43296					\$ 50.00
01/06/2026	TERRY HANSEN	43297	DEC 2025 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
		43297					\$ 50.00
	Total For Check	43297					\$ 50.00
01/06/2026	JIM HALVERSON	43298	DEC 2025 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
		43298					\$ 50.00
	Total For Check	43298					\$ 50.00

<u>Fund Name:</u>	<u>All Funds</u>		<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>
<u>Date Range:</u>	01/01/2026 To 01/31/2026										
01/06/2026	JAMES R. WOLL	43299	DEC RWW MTG 2025	N	Sewer Committee	602-41333-318-				\$ 50.00	
01/06/2026	TROY MAGNUSON	43300	DEC RD/VWW MTG	N	Sewer Committee	602-41333-318-				\$ 50.00	
01/06/2026	BILL SCHULTZ	43301	DEC 2025 RWW MTG	N	Sewer Committee	602-41333-318-				\$ 25.00	
01/06/2026	WAYNE ANDERSON	43302	***VOID\$25.00**DEC RWW MTG 2025	Y	Sewer Committee	602-41333-318-				\$ -	
01/07/2026	Payroll Period Ending 01/06/2026	43303	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Council/Town Board	100-41110-101-				\$ 275.73	
01/07/2026	Payroll Period Ending 01/06/2026	43304	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Council/Town Board	100-41110-101-				\$ 279.33	
01/07/2026	Payroll Period Ending 01/06/2026	43305	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	City Administrator	100-41350-101-				\$ 1,811.28	
01/07/2026	Payroll Period Ending 01/06/2026	43306	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Council/Town Board	100-41110-101-				\$ 269.33	
01/07/2026	Payroll Period Ending 01/06/2026	43307	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Chief of Police	100-42111-101-				\$ 2,253.28	
01/07/2026	Payroll Period Ending 01/06/2026	43308	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Clerk	100-41425-101-				\$ 1,234.93	
01/07/2026	Payroll Period Ending 01/06/2026	43308	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Planning and Zoning Office	100-41911-101-				\$ 33.38	
01/07/2026	Payroll Period Ending 01/06/2026	43308	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Sewer Administration	602-49495-101-				\$ 66.75	
01/07/2026	Payroll Period Ending 01/06/2026	43309	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Patrolman PT	100-42113-101-				\$ 726.18	

<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>
01/07/2026	Payroll Period Ending 01/06/2026	43310	43309	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Public Works Employee	100-43010-101-	\$ 164.44
	Total For Check	43310						\$ 164.44
01/07/2026	Payroll Period Ending 01/06/2026	43311	43311	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Council/Town Board	100-41110-101-	\$ 259.33
	Total For Check	43311						\$ 259.33
01/07/2026	Payroll Period Ending 01/06/2026	43312	43312	Payroll Period 12/24/25 - 01/06/26 Paid 01/07/26	N	Mayor	100-41310-101-	\$ 374.20
	Total For Check	43312						\$ 374.20
01/07/2026	STATE OF MINNESOTA PAYMENTS	DC010726	DC010726	DC 12/24/25-01/06/26 PAYROLL	N	City Administrator Chief of Police	100-41350-101- 100-42111-101-	\$ 50.00 \$ 25.00
	Total For Check	DC010726						\$ 75.00
01/07/2026	TASC CLIENT SERVICES	FS010726	FS010726	EMPLOYEE FLEX CONTR ADJUSTMT PYRL 1 of 26	N	City Administrator Chief of Police	100-41350-101- 100-42111-101-	\$ 130.76 \$ 130.76
	Total For Check	FS010726						\$ 261.52
01/07/2026	STATE OF MINNESOTA PAYMENTS	HCS010726	HCS010726	HCS010726	N	City Administrator	100-41350-101-	\$ 150.00
	Total For Check	HCS010726						\$ 150.00
01/07/2026	IRS DEPOSIT (PAYROLL)	IRS010726	IRS010726	Payroll Period 12/24/25 - 01/06/26 Pd 01/07/26	N	Council/Town Board	100-41110-101-	\$ 56.00
	Total For Check	IRS010726						\$ 56.00
								\$ 138.75
								\$ 3.75
								\$ 150.00
								\$ 7.50
								\$ 450.00
								\$ 18.60
								\$ 17.40
								\$ 5.80
								\$ 5.80
								\$ 375.31
								\$ 156.46
								\$ 36.59
								\$ 236.32
								\$ 103.49

Fund Name: All Funds

Date Range: 01/01/2026 To 01/31/2026

<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>
		IRS010726				100-41425-126-	24.20
		IRS010726			Planning and Zoning Office	100-41911-101-	6.39
		IRS010726				100-41911-122-	2.80
		IRS010726			Chief of Police	100-41911-126-	0.65
		IRS010726				100-42111-101-	206.09
		IRS010726			Patrolman PT	100-42111-126-	43.49
		IRS010726				100-42113-101-	88.99
		IRS010726			Public Works Employee	100-42113-122-	53.01
		IRS010726				100-42113-126-	12.40
		IRS010726				100-43010-101-	125.92
		IRS010726				100-43010-122-	21.01
		IRS010726			Sewer Administration	100-43010-126-	4.91
		IRS010726				602-49495-101-	12.77
		IRS010726				602-49495-122-	5.59
		IRS010726				602-49495-126-	1.31
		IRS010726					1,621.30
01/07/2026	MN DEPT OF REVENUE (PAYROLL TAXES)	MN010726	Payroll Period 12/24/25-01/06/2026 Pd 01/06/26	N	Council/Town Board	100-41110-101-	25.00
		MN010726			City Administrator	100-41350-101-	92.34
		MN010726			Clerk	100-41425-101-	72.39
		MN010726			Planning and Zoning Office	100-41911-101-	1.96
		MN010726			Chief of Police	100-42111-101-	97.25
		MN010726			Patrolman PT	100-42113-101-	36.07
		MN010726			Public Works Employee	100-43010-101-	25.00
		MN010726			Sewer Administration	602-49495-101-	3.91
		MN010726					353.92
01/07/2026	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA010726	Payroll Period 12/24/25-01/06/26 Pd 01/07/26	N	Council/Town Board	100-41110-101-	30.00
		PERA010726			Mayor	100-41110-121-	30.00
		PERA010726				100-41310-101-	20.00
		PERA010726			City Administrator	100-41310-121-	20.00
		PERA010726				100-41350-101-	182.28
		PERA010726			Clerk	100-41350-121-	210.32
		PERA010726				100-41425-101-	117.51
		PERA010726			Planning and Zoning Office	100-41425-121-	135.58
		PERA010726				100-41911-101-	3.18
		PERA010726			Chief of Police	100-41911-121-	3.67
		PERA010726				100-42111-101-	387.02
		PERA010726			Public Works Employee	100-42111-121-	580.53
		PERA010726				100-43010-101-	22.03

Fund Name: All Funds

Date Range: 01/01/2026 To 01/31/2026

<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>
		PERA010726				100-43010-121-	\$ 25.42
		PERA010726			Sewer Administration	602-49495-101-	\$ 6.35
		PERA010726				602-49495-121-	\$ 7.33
		PERA010726					\$ 1,781.22
01/08/2026	STATE OF MINNESOTA PAYMENTS	HCSPPAYOUT	HCSP PAYOUT-MIKE HELDT	N	Chief of Police	100-42111-101-	\$ 4,051.00
		HCSPPAYOUT					\$ 4,051.00
01/08/2026	AMERICAN NATIONAL BANK	NSF010826	Returned Deposited Item	N	Other General Government	100-41901-444-	\$ 10.00
		NSF010826	Fees-1/8 & 1/13/26				\$ 10.00
01/13/2026	AMERICAN NATIONAL BANK	NSFC011326	Returned Check NSF-1/13/26	N	Other General Government	100-41901-444-	\$ 400.00
		NSFC011326	Summit Dev				\$ 400.00
01/14/2026	BRIANS WELDING	43313	INV 55814	N	Sanitary Sewer Maintenance	602-43252-310-	\$ 225.00
		43313					\$ 225.00
01/14/2026	CTC - 446126	43314	ACCT 00018679-6 INV	N	Other General Government	100-41901-321-	\$ 260.13
		43314	21740016		Communication Services	100-42151-321-	\$ 37.54
		43314					\$ 297.67
01/14/2026	BOND TRUST SERVICES CORP	43315	Stmnt# 100335 CUSIP 510795BY2	N	Interest - Bonds	310-47210-601-	\$ 120,000.00
		43315	REF: 338723			310-47210-611-	\$ 14,800.00
		43315					\$ 134,800.00
01/14/2026	BOND TRUST SERVICES CORP	43316	Inv #101523 REF: 101523-PA	N	Interest - Bonds	100-47210-620-	\$ 475.00
		43316					\$ 475.00
01/14/2026	GOPHER STATE ONE-CALL INC	43317	ACCT # MN000470 INV 5120531	N	Sanitary Sewer Maintenance	602-43252-300-	\$ 2.70
		43317					\$ 2.70
01/14/2026	DVS RENEWAL	43318	PLATE 922594 - 2010 FORD DR	N	Public Works General	100-43001-213-	\$ 20.25
		43318	W				\$ 20.25
01/14/2026	CITY OF PEQUOT LAKES	43319	INV 2537 & 2532 MTHLY WW	N	Sanitary Sewer Maintenance	602-43252-300-	\$ 3,859.36
		43319	OPERATIONS SVCS & SIGNS				\$ 3,859.36

Fund Name: All Funds		Date Range: 01/01/2026 To 01/31/2026							
Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total		
01/14/2026	CHARTER COMMUNICATIONS	43320	ACCT 175599201 - Inv 175599201010126	N	Other General Government	100-41901-321-	\$ 118.40		
	Total For Check	43320					\$ 118.40		
01/14/2026	TERI HASTINGS	43321	INV 1000 TRAIL WORK/CITY PZ 9/11/25 - 1/8/26	N	Planning and Zoning	100-41910-300-	\$ 780.00		
	Total For Check	43321					\$ 780.00		
01/14/2026	US BANK EQUIPMENT FINANCE	43322	INV 572286284 CUST CR ACCT #1378687	N	Other General Government	100-41901-415-	\$ 327.54		
	Total For Check	43322					\$ 327.54		
01/14/2026	KEVIN J. EGAN	43323	JAN 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00		
	Total For Check	43323					\$ 125.00		
01/14/2026	STEVE HENSEL	43324	JAN 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00		
	Total For Check	43324					\$ 125.00		
01/14/2026	PATRICK J. SMITH	43325	JAN 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00		
	Total For Check	43325					\$ 125.00		
01/14/2026	DAVID RIEGERT	43326	JAN 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00		
	Total For Check	43326					\$ 125.00		
01/14/2026	T.J. GRABER	43327	JAN 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00		
	Total For Check	43327					\$ 125.00		
01/20/2026	CITY OF JENKINS	43329	Reimbursement for Garage Remotes by Select Garage Door Co	N	Public Works General	100-43001-221-	\$ 90.00		
	Total For Check	43329					\$ 90.00		
01/20/2026	MEDICA	43330	CUST#MTK308361 INV 949303318918 Due 2/1/26	N	City Administrator	100-41350-131-	\$ 1,652.92		
	Total For Check	43330					\$ 1,652.92		
01/20/2026	MINNESOTA POWER	43331	NOV 27-DEC 27 2025 & DEC 8 2025-JAN 8, 2026	N	General Government Buildings and Plant	100-41940-381-	\$ 170.50		
	Total For Check	43331					\$ 170.50		
		43331	Street Lighting			100-43160-381-	\$ 115.38		
		43331	Sewer Utilities - Sewer Lift Stations			602-49470-381-	\$ 372.15		
	Total For Check	43331					\$ 658.03		

Fund Name: All Funds		Date Range: 01/01/2026 To 01/31/2026		F-A-O-P		Total
Date	Vendor	Check #	Description	Void	Account Name	
01/20/2026	NCPERS GROUP LIFE INS.	43332	INV 571200022026 UNIT 571200	N	Chief of Police	\$ 16.00
		Total For Check				\$ 16.00
01/20/2026	SOURCEWELL	43333	INV 00005573 DEC 2025 PLANNING & ZONING SVC	N	Planning and Zoning	\$ 1,650.00
		Total For Check				\$ 1,650.00
01/20/2026	CHASE CARD SERVICES	CHASECC0121	ACCT ENDING 5961 & 5979 -PD Equip/Education	N	Police	\$ 196.00
		Total For Check				\$ 895.00
01/21/2026	Payroll Period Ending 01/20/2026	43334	Payroll Period 1/7/26-1/20/26 PD 1/21/26	N	City Administrator	\$ 1,847.26
		Total For Check				\$ 1,847.26
01/21/2026	Payroll Period Ending 01/20/2026	43335	Payroll Period 1/7/26-1/20/26 PD 1/21/26	N	Chief of Police	\$ 2,310.85
		Total For Check				\$ 2,310.85
01/21/2026	Payroll Period Ending 01/20/2026	43336	Payroll Period 1/7/26-1/20/26 PD 1/21/26	N	Clerk	\$ 1,255.88
		Total For Check				\$ 33.94
01/21/2026	Payroll Period Ending 01/20/2026	43337	Payroll Period 1/7/26-1/20/26 PD 1/21/26	N	Planning and Zoning Office Sewer Administration	\$ 67.89
		Total For Check				\$ 1,357.71
01/21/2026	Payroll Period Ending 01/20/2026	43337	Payroll Period 1/7/26-1/20/26 PD 1/21/26	N	Patrolman PT	\$ 812.30
		Total For Check				\$ 812.30
01/21/2026	Payroll Period Ending 01/20/2026	43338	Payroll Period 1/7/26-1/20/26 PD 1/21/26	N	Public Works Employee	\$ 324.59
		Total For Check				\$ 324.59
01/21/2026	STATE OF MINNESOTA PAYMENTS	DC12126	DC Payroll 1/7/26-1/20/26	N	City Administrator	\$ 50.00
		Total For Check				\$ 25.00
01/21/2026	TASC CLIENT SERVICES	FS12126	EMPLOYEE FLEX CONTR PYRL 2 of 26	N	City Administrator	\$ 130.76
		Total For Check				\$ 75.00
01/21/2026	Payroll Period Ending 01/20/2026	FS12126	Payroll Period 1/7/26-1/20/26 PD 1/21/26	N	Chief of Police	\$ 130.76
		Total For Check				\$ 130.76

<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>
01/21/2026	STATE OF MINNESOTA PAYMENTS	H CSP12126	H CSP Payroll 1/7/26-1/20/26	N	City Administrator	100-41350-101-	150.00
		H CSP12126			Clerk	100-41425-101-	138.75
		H CSP12126			Planning and Zoning Office	100-41911-101-	3.75
		H CSP12126			Chief of Police	100-42111-101-	150.00
		H CSP12126			Sewer Administration	602-49495-101-	7.50
		H CSP12126					450.00
01/21/2026	IRS DEPOSIT (PAYROLL)	IRS12126	Payroll Period 1/7/26 - 01/20/26 Pd 01/21/26	N	City Administrator	100-41350-101-	385.12
		IRS12126				100-41350-122-	159.68
		IRS12126				100-41350-126-	37.35
		IRS12126			Clerk	100-41425-101-	242.05
		IRS12126				100-41425-122-	105.37
		IRS12126			Planning and Zoning Office	100-41425-126-	24.64
		IRS12126				100-41911-101-	6.55
		IRS12126				100-41911-122-	2.85
		IRS12126				100-41911-126-	0.67
		IRS12126			Chief of Police	100-42111-101-	213.14
		IRS12126				100-42111-126-	44.34
		IRS12126			Patrolman PT	100-42113-101-	108.85
		IRS12126				100-42113-122-	59.99
		IRS12126				100-42113-126-	14.03
		IRS12126			Public Works Employee	100-43010-101-	140.27
		IRS12126				100-43010-122-	32.64
		IRS12126				100-43010-126-	7.63
		IRS12126			Miscellaneous	100-49001-101-	(0.07)
		IRS12126			Sewer Administration	602-49495-101-	13.09
		IRS12126				602-49495-122-	5.70
		IRS12126				602-49495-126-	1.33
		IRS12126					1,605.22
01/21/2026	MN DEPT OF REVENUE (PAYROLL TAXES)	MN12126	Payroll Period 01/07/26 -01/20/2026 Pd 01/21/26	N	City Administrator	100-41350-101-	94.94
		MN12126				100-41425-101-	73.91
		MN12126			Planning and Zoning Office	100-41911-101-	2.00
		MN12126			Chief of Police	100-42111-101-	100.02
		MN12126			Patrolman PT	100-42113-101-	42.09
		MN12126			Public Works Employee	100-43010-101-	25.00
		MN12126			Miscellaneous	100-49001-101-	(0.01)
		MN12126			Sewer Administration	602-49495-101-	4.00

Fund Name: All Funds

Date Range: 01/01/2026 To 01/31/2026

<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>
01/21/2026	PUBLIC EMPLOYEES RETIREMENT ASSN		PERA12126	Payroll Period 1/7/26-01/20/26 Pd 01/21/26	N	City Administrator	100-41350-101-	\$ 185.66
			PERA12126			Clerk	100-41350-121-	\$ 214.22
			PERA12126				100-41425-101-	\$ 119.48
			PERA12126			Planning and Zoning Office	100-41425-121-	\$ 137.86
			PERA12126			Chief of Police	100-41911-101-	\$ 3.23
			PERA12126				100-41911-121-	\$ 3.73
			PERA12126			Public Works Employee	100-42111-101-	\$ 393.93
			PERA12126				100-42111-121-	\$ 590.90
			PERA12126			Sewer Administration	100-43010-101-	\$ 34.22
			PERA12126				100-43010-121-	\$ 39.48
			PERA12126				602-49495-101-	\$ 6.46
			PERA12126				602-49495-121-	\$ 7.45
		Total For Check	PERA12126					\$ 1,736.62
01/27/2026	CIRCLE K / HOLIDAY	43339	43339	INV - PD 109927430 - PW 109927261	N	Automotive Services	100-42152-212-	\$ (56.07)
		Total For Check	43339			Public Works General	100-43001-212-	\$ 651.19
01/27/2026	CROW WING POWER	43340	43340	1/14/26 BILL DATE	N	Cemetery	100-49010-381-	\$ 6.83
		Total For Check	43340			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 41.28
01/27/2026	GAMMELLO & PEARSON, PLLC	43341	43341	STMT 110206 RETAINER ACCT 70581-002M	N	Purchasing	100-41570-514-	\$ 247.00
		Total For Check	43341			Other General Government	100-41901-304-	\$ 600.00
01/27/2026	CLASEN & SCHIESSL CPAS LTD	43342	43342	INV 48781 & 48639 W2s, W3s, 1099s, & 1096	N	Other General Government	100-41901-300-	\$ 638.00
		Total For Check	43342			City Administrator	100-41350-133-	\$ 73.57
01/27/2026	THE LINCOLN NATIONAL LIFE INS. CO.	43343	43343	ACCT ATCLSHORE-BL-1558002 PREMIUM PYMTS	N	Chief of Police	100-42111-133-	\$ 90.32
		Total For Check	43343			Automotive Services	100-42152-217-	\$ 163.89
01/27/2026	NISSWA AUTOMOTIVE	43344	43344	INV 1013400 MOUNT & BALANCE 2 TIRES	N	Automotive Services		\$ 350.02

<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>
01/27/2026	NORTHLAND FIRE PROTECTION	43344	INV 66597 SERVICE FIRE EXTINGUISHERS	N	General Government Buildings and Plant	100-41940-310-	\$ 350.02
	Total For Check	43345					\$ 378.10
01/27/2026	RARDIN EXCAVATING INC	43346	TRUCK,PLOW & SANDER, SALT SAND	N	Ice and Snow Removal	100-43125-224-	\$ 10,855.00
	Total For Check	43346					\$ 12,122.50
01/27/2026	TASC	43347	INV IN3660779 4104-7329-2671 ADMIN FEE	N	Other General Government	100-41901-415-	\$ 28.30
	Total For Check	43347					\$ 28.30
01/27/2026	W. W. GOETSCH ASSOCIATES, INC.	43348	INV 115926 LATCH LOCKING PADLOCK	N	Sanitary Sewer Maintenance	602-43252-310-	\$ 173.03
	Total For Check	43348					\$ 173.03
01/27/2026	XCEL ENERGY	43349	ACCT 51-6575479-0 STMT 960695626	N	General Government Buildings and Plant	100-41940-383-	\$ 492.89
	Total For Check	43349					\$ 492.89
	Total For Selected Checks						\$ 247,234.05

STAFF REPORT

ITEM: Temporary City Hall Hours

FROM: Laura Fussy

DATE: February 11, 2026

ISSUES:

1. Beginning in March 2026, city staff recommends reducing City Hall hours Monday through Thursday from 8:00 a.m.–2:30 p.m. This adjustment will allow the deputy clerk to work her full scheduled hours without exceeding them while the clerk/administrator is on maternity leave. Hours will go back to 8:00am-4:00pm in June when we are back to full staff. Friday hours will remain the same.

STAFF REPORT

ITEM: Updating signers on bank account

FROM: Laura Fussy

DATE: February 11, 2026

ISSUES:

1. American National Bank requires Council approval to add a new authorized signer to the City's bank account. The City is requesting that Kathy Johansen, Deputy Clerk, be added as an authorized signer on the City of Lake Shore's account. Additionally, Teri Hastings, former City Administrator, should be removed as an authorized signer.



City of Lake Shore

Minnesota's Year-Round Playground on Gull Lake

8583 Interlachen Rd.

Lake Shore, MN 56468

Phone: 218-963-2148

Website: www.cityoflakeshore.gov

Authorized Agent Form

I hereby authorize _____ to act as my

Authorized Agent in dealing with the City of Lake Shore to obtain the following:

_____ Land Use Permit

_____ Public Hearing PCBOA

_____ Metes & Bounds Subdivision

_____ Lot line adjustment

_____ Shoreland Alteration Permit

_____ Other

For the following property:

Name of property owner: _____

Address of property: _____

Parcel ID: _____

Email: _____ Phone Number: _____

Property owner signature: _____ Date: _____

Authorized Agent Mailing Address: _____

Authorized Agent Email Address: _____

Authorized Agent Phone Number: _____

***Actions taken in furtherance of a permit or approval granted to any Agent of Property Owner remain the responsibility of the Property Owner. The City of Lake Shore assumes no liability for any adverse effects to the Property Owners, or to third parties, caused by any actions taken pursuant to permit(s) or approval granted to any Authorized Agent of Property Owner.

CITY OF LAKE SHORE

REPORT TO CITY COUNCIL

Concerning: Amendment to the Zoning & Subdivision Ordinance & Matrix Table
2026 – 01 & 02

PUBLIC HEARING WAS HELD FEBRUARY 09th, 2026

Report Prepared by: Nicole Hausmann
Community Development Administrator -- Sourcewell

Date: February 23rd, 2026

Subject: Ordinance Amendment 26-01 to amend the City of Lake Shore Land Use and Subdivision Ordinance to modify Section 4, "Definitions," and modify Section 21, "Land Use Matrix." The proposed ordinance amendment includes clarifying definitions and requirements within the City of Lake Shore.

26-02 to amend the City of Lake Shore Land Use and Subdivision Ordinance to modify "Performance Standards" within Chapter IV of the Land Use and Zoning Ordinance.

Overview: The following report will detail the proposed language for definitions to be added and modified to Section 4 of the City Ordinance, as well as the proposed additions and modifications of such definitions as uses established within the Land Use Matrix, Section 21, and to update performance standards within Chapter IV of the Land Use and Zoning Ordinance.

Report:

The following definitions are proposed to be added to Section 4:

Beach Sand Blanket: The deposition of sand placed to create or enhance a beach area landward of the ordinary high-water level (OHWL).

Driveway: A private road providing access to no more than two residential lots.

Firepit: A pit/hole dug into the ground, or a free-standing metal vessel including masonry materials in which a contained outdoor fire is made.

Ice Ridge, Annual: A linear mound of lakebed materials pushed up onto the lakeshore by the action of ice within a calendar year.

Patio: An open recreational area at ground level adjacent to a dwelling, or free standing that is covered with a pervious or an impervious surface such as asphalt, paving stones, wood, or other approved material.

Pervious Surface: A surface that allows inflow of rainwater into the underlying construction or soil, including permeable/pervious pavers.

Rear Lot Zone: Land located between the structure setback line and the landward boundary of the shoreland district.

Street, Dedicated: means any vehicular way which is an existing federal, state, county, or township roadway, city street or avenue, or is shown upon a certificate of survey, administrative subdivision, or plat approved pursuant to law as dedicated to public use; or is dedicated for public use.

Street, Non-Dedicated: means any vehicular way which is not an existing federal, state, county, or township roadway; or is not shown upon a certificate of survey, minor subdivision, or plat approved pursuant to law, or is not dedicated to public use.

Runoff: That portion of precipitation draining from an area as surface flow.

Shore Impact Zone 2 (SIZ 2): Land located between Shore Impact Zone 1 and the structure setback line.

The following definitions (remove existing with strikethroughs, proposed underlined in red) (underlined, in red) are proposed to be modified in Section 4:

Deck: ~~A horizontal, unenclosed platform with or without attached railings, seats, trellises or other features attached or functionally related to a principal use or site and at any point extending three feet above the ground. An uncovered patio of less than four square feet shall be allowed.~~ **A horizontal, unenclosed platform, on the ground or raised above the ground, with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site. This does not include on-grade walks and stairs four feet or less in width.**

Maintenance: The normal upkeep of a structure including **but not limited to** the replacement of **decks and stairways provided there is no expansion of the original footprint**, windows, siding, roofs, non-bearing walls or interior remodeling that does not expand the footprint of the existing structure, add volume to the usable living space or intensify a non-conforming use.

Principal Structure or Use: The single primary structure or use on a lot, as distinguished from accessory uses or structure. **To be considered a principal structure, the structure must be at least 400 square feet in area and must be utilized for the purpose of the principal use of the property.**

Recreational Vehicle: ~~Vehicles for recreational use that can be driven, towed or hauled. These vehicles are designed to be a temporary living space for camping or travel use. RV's shall include travel trailers, camper trailers, truck campers, self-propelled motor homes and other similar vehicles.~~ **A motorized vehicle designed and used for recreational purposes and enjoyment and non-motorized vehicles or equipment designed to attach thereto and be drawn or propelled thereby, including, but not limited to, snowmobiles, all-terrain vehicles, boats, boat trailers, travel trailers, truck campers, camping trailers,**

and self-propelled motor homes, and other recreational motor vehicles as defined by Minnesota Statutes, Section 84.90.

Shore Impact Zone 1 (SIZ 1): Land located between the ordinary high-water level of a public water and a line parallel to it at a setback of 50% of the normal **required** structure setback.

Street, Local: A street, the function of which is to provide localized access to individual parcels. Does not normally carry through traffic. Traffic volumes and traffic speeds are expected to be low. This means a vehicular way that is primarily used to gain access to properties bordering it.

Land Use Matrix Proposed additions & modifications - (see attached)

The following language (remove existing with strikethroughs, proposed underlined in red) is for Performance Standards: Amendment 26-02 "Zoning Administrator Review of Chapter IV Land Use and Zoning Ordinance 2026:

Section 15.2 (update table): Accessory Structure Size – square feet, maximum, cumulative – 1,200

Section 15.2 & 17.2 (update tables): Lot width w/guest cabin, living quarters or duplex – feet/minimum

Section 17.2 (update table): Maximum impervious coverage – lots divided by street: 20% Total for both lot areas for GD Lake and RD Lake. NE Lake remains 15%.

Section 36.1.4: Any alterations of the natural topography when the slope of the land is toward a public water or watercourse involving the movement of more than 10 cubic yards of material in a bluff or Shore Impact Zone or more than 50 cubic yards of material anywhere else within a shoreland area. :

1) SIZ 1 – (cumulative from natural state):

- a) Less than 10 CY requires a permit, excluding annual ice ridge removal meeting all standards of ()
- b) More than 10 CY, less than 50 CY, requires a CUP;
- c) Greater than 50 CY excluded.

2) SIZ 2

- a) Less than 50 CY requires a permit;
- b) More than 50 CY requires a CUP;

3) Outside Lake Setback

- a) Less than 100 CY is allowed without a permit
- b) 100 CY or more requires a permit

Section 36.2.1- Grading

Beach Sand Blankets:

- A. Beach sand blankets are not feasible or allowable on every lot. This includes, but is not limited to, properties with wetlands, bluffs, steep slopes greater than 24%, and seepage areas.
- B. Beach sand blankets on residential lots above the OHWL shall not exceed 20 feet in width parallel to the shoreline. The beach sand blanket shall not exceed 20 cubic yards of sand within the 20-foot area and requires a permit.

- C. Only one addition of not more than 10 cubic yards of sand may be placed on existing beach areas on residential lots with a permit for perpetuity, regardless of ownership.
- D. Beach sand blankets on Waterfront Commercial properties shall not exceed 50 feet in width and 50 cubic yards of volume.
- E. Berms of not less than 12 inches above grade level or diversions not less than 12 inches below grade level shall be placed landward of all beach sand blankets to prevent erosion from upland runoff.
- F. All activity below the OHWL requires applicable Minnesota DNR and any additional state, federal agency approval and permits.

Section 36.6 – Ice Ridges – If ice ridges occur annually, the property owner may restore the shoreline every year with a permit, meeting all performance standards as outlined below, and not exceeding 10 cubic yards of removed material. Removal or grading of an ice ridge must not disturb emergent aquatic vegetation, unless authorized by an aquatic plant management permit from the Department of Natural Resources Division of Fisheries. Grading protected wetlands is prohibited unless authorized by Federal, State, County, and Local permitting agencies.

Section 36.7 – Riprap – The City of Lake Shore considers the use of rip rap only as a last resort to control shoreline erosion. The DNR area hydrologist should be consulted to determine whether a need to riprap exists. Methods other than riprap should be used, including the planting of native, deep-rooted vegetation. If riprap has been found to be the only tool available, a permit is required from the city, and riprap installation shall have the following standards:

Section 47.3.11 Short Term Rental Annual Quarterly Report. Each permittee shall annually provide the city with a written report ~~at the end of every permit term~~ on a quarterly basis, prior to the start of each quarter. The report shall include a copy of guest records for each stay.

Section 71.2.1 Subdivisions - The subdivider shall submit ~~fifteen (15) copies,~~ one (1) 11x17 copy, and one (1) electronic copy of the sketch plan, fourteen (14) days prior to the normal Planning Commission meeting, and request a position on the formal agenda.

Section 71.4.3 Metes & Bounds - The subdivider shall submit ~~fifteen (15) copies,~~ one (1) 11x17 copy, and one (1) electronic copy of the proposal to the Zoning Administrator thirty (30) days prior to the normal Planning Commission meeting, and pay the corresponding fee.

Section 71.5.1 Preliminary Plat – The subdivider shall submit ~~fifteen (15) copies,~~ one (1) 11x17 copy, and one (1) electronic copy of the proposed plat or condominium plat to the Zoning Administrator thirty (30) days prior to the normal Planning Commission meeting, pay the required fees, and request a public hearing.

Section 71.6.1 Final Plat – The subdivider shall submit ~~fifteen (15) copies,~~ one (1) 11x17 copy, and one (1) electronic copy of the Final Plat, Final Common Interest Community Plan or Final Condominium Plat and concurrent documents to the Zoning Administrator thirty (30) days prior to the normal Planning Commission meeting.

Section 72.2 Fees - Whenever any work, use, or division of land for which a formal application and City

approval is required has been commenced without first making such application and without receiving City approval, ~~therefore~~, a special investigation of the circumstances shall be made. Because of the extra administrative costs involved in the special investigation, the minimum application fee for after-the-fact application shall be no less than five (5) times all fees as set forth in the basic fee schedule, ~~not to exceed \$1,000.00 per request~~, whether or not the application is thereafter approved or denied. Payment of an after-the-fact application fee shall not constitute approval or authorization of the work, use or division of the land, and shall not constitute a penalty or a waiver of the right of the City to institute civil or criminal legal action against the applicant for commencing such work, use or division of land without the required prior approval of the City. All fees are non-refundable after work has begun on the application.

Reviewed by:

- City Engineer: Email sent 1/27/2026
- City Attorney: Email sent 2/18/2026

Notifications:

- DNR: Email sent 1/27/2026
- MNDOT: N/A
- CASS HWY: N/A
- Neighbors within 500 ft.: N/A
- Published in newspaper: 1/28/2026

Public Hearing:

- Date: 2/9/2026 (No comments received)
-

City Council Action Requested:

The City Council should review this report & seek clarification as needed. The City Council may approve, or table these amendments for further information if necessary.

**ORDINANCE NO. 2026-01, FIRST SERIES
AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE
REGARDING DEFINITIONS & MATRIX TABLE
FOR THE 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 Land Use and Subdivision Ordinance to include and modify definitions and the matrix table located within the City of Lake Shore.

Section 2. **Amendments.** This Ordinance will amend Ordinance No. 2026-01, the City's Zoning Ordinance, by amending Section 4 "Definitions", and Section 21 "Land Use Matrix":

The following underlined language will be added:

NO. 4 DEFINITIONS

4.32 Beach Sand Blanket: The deposition of sand placed to create or enhance a beach area landward of the ordinary high-water level (OHWL).

4.88 Driveway: A private road providing access to no more than two residential lots.

4.109 Firepit: A pit/hole dug into the ground, or a free-standing metal vessel including masonry materials in which a contained outdoor fire is made.

4.130 Ice Ridge, Annual: A linear mound of lakebed materials pushed up onto the lakeshore by the action of ice within a calendar year.

4.176 Patio: An open recreational area at ground level adjacent to a dwelling, or free standing that is covered with a pervious or an impervious surface such as asphalt, paving stones, wood, or other approved material.

4.178 Pervious Surface: A surface that allows inflow of rainwater into the underlying construction or soil, including permeable/pervious pavers.

4.191 Rear Lot Zone: Land located between the structure setback line and the landward boundary of the shoreland district.

4.236 Street, Dedicated: means any vehicular way which is an existing federal, state, county, or township roadway, city street or avenue, or is shown upon a certificate of survey, administrative subdivision, or plat approved pursuant to law as dedicated to public use; or is dedicated for public use.

4.238 Street, Non-Dedicated: means any vehicular way which is not an existing federal, state, county, or township roadway; or is not shown upon a certificate of survey, minor subdivision, or plat approved pursuant to law, or is not dedicated to public use.

4.201 Runoff: That portion of precipitation draining from an area as surface flow.

4.218 Shore Impact Zone 2 (SIZ 2): Land located between Shore Impact Zone 1 and the structure setback line.

The following underlined language will be modified, and the strikeout language will be deleted:

NO. 4 DEFINITIONS

~~4.83 Deck: A horizontal, unenclosed platform with or without attached railings, seats, trellises or other features attached or functionally related to a principal use or site and at any point extending three feet above the ground. An uncovered patio of less than four square feet shall be allowed. A horizontal, unenclosed platform, on the ground or raised above the ground, with or without attached railings, seats, trellises, or other features, attached or functionally related to a principal use or site. This does not include on-grade walks and stairs four feet or less in width.~~

4.154 Maintenance: The normal upkeep of a structure including but not limited to the replacement of decks and stairways provided there is no expansion of the original footprint, windows, siding, roofs, non-bearing walls or interior remodeling that does not expand the footprint of the existing structure, add volume to the usable living space or intensify a non-conforming use.

4.188 Principal Structure or Use: The single primary structure or use on a lot, as distinguished from accessory uses or structure. To be considered a principal structure, the structure must be at least 400 square feet in area and must be utilized for the purpose of the principal use of the property.

~~4.194 Recreational Vehicle: Vehicles for recreational use that can be driven, towed or hauled. These vehicles are designed to be a temporary living space for camping or travel use. RV's shall include travel trailers, camper trailers, truck campers, self-propelled motor homes and other similar vehicles. A motorized vehicle designed and used for recreational purposes and enjoyment and non-motorized vehicles or equipment designed to attach thereto and be drawn or propelled thereby, including, but not limited to, snowmobiles, all-terrain vehicles, boats, boat trailers, travel trailers, truck campers, camping trailers, and self-propelled motor homes, and other recreational motor vehicles as defined by Minnesota Statutes, Section 84.90.~~

4.217 Shore Impact Zone 1 (SIZ 1): Land located between the ordinary high-water level of a public water and a line parallel to it at a setback of 50% of the ~~normal~~ required structure setback.

4.237 Street, Local: A street, the function of which is to provide localized access to individual parcels. Does not normally carry through traffic. Traffic volumes and traffic speeds are expected to be low. This means a vehicular way that is primarily used to gain access to properties bordering it.

All definitions will be renumbered accordingly.

Land Use Matrix: Modified to allow each zone its own column.

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 _____, 2026, by a ___/5ths vote.

Andy Stewart, Mayor

Attest: _____
Laura Fussy, City Clerk

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.

USE	Rural Residential/ Agricultural	Wooded Residential	Open Space	Residential - Low Density	Residential Medium- Density	Commercial Waterfront	Neighborhood Commercial	Public Ownership
Abandoned Building	E	E	E	E	E	E	E	E
Abandoned Motor Vehicle	E	E	E	E	E	E	E	E
Accessory Structure	P	P	E	AC	AC	AC	AC	AC
Adult Use	E	E	E	E	E	E	C	E
Agricultural Use	A	A	A	E	E	E	E	E
Airport	C	C	E	E	E	E	E	C
Animals, Domestic	A	A	A	A	A	A	A	A
Animals, Food	A	A	A	C	E	E	E	E
Animals, Wild	E	E	E	E	E	E	E	E
Animal Boarding Facility	C	C	E	E	E	E	C	E
Animal Grooming	C	C	E	C	C	C	C	E
Establishment								
Animal Husbandry	A	A	E	E	E	E	C	E
Antenna	P	P	E	P	P	P	P	P
Apartment	C	C	E	C	C	C	C	E
Artist's Studio	AC	AC	E	AC	AC	AC	AC	E
Auto Salvage Yard	E	E	E	E	E	E	E	E
Banner	AC	AC	E	AC	AC	AC	AC	AC
Beach Sand Blanket	P	P	P	P	P	P	P	P
Bed and Breakfast	C	C	E	C	C	C	E	C
Billboards	E	E	E	E	E	E	E	E
Boat Access	E	E	E	E	E	C	E	C
Boat House	E	E	E	E	E	E	E	E
Breezeway	P	P	E	P	P	C	C	P
Campground/RV Park	C	C	E	E	E	C	E	C

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.

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

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

USE	Rural Residential/ Agricultural	Wooded Residential	Open Space	Residential - Low Density	Residential Medium- Density	Commercial Waterfront	Neighborhood Commercial	Public Ownership
Grading	AP*	AP*	C*	APC*	APC*	APC*	AP*	AP*
Grading: Ice Ridge, Annual	E	E	E	E	APC*	APC*	E	E
Group Care Facilities	C	C	E	C	C	E	C	C
Guest Cabin	AC	AC	E	AC	AC	AC	E	E
Guest Quarters	AC	AC	E	AC	AC	AC	E	E
Home Occupation, Type 1	A	A	E	A	A	A	A	E
Hotel	E	E	E	E	E	C	C	E
Industrial Use-Heavy	E	E	E	E	E	E	E	E
Industrial Use-Light	C	C	E	E	E	E	C	E
ISTS	P	P	P	P	P	P	P	P
Junk Yard	E	E	E	E	E	E	E	E
Landfill	E	E	E	E	E	E	E	E
Landscaping	A	A	E	A	A	APC	APC	APC
Logging	A	A	E	E	A	E	E	A
Manufactured Home	P	P	E	P	P	P	P	E
Marina	E	E	E	E	E	C	E	E
Motel	E	E	E	E	E	C	C	C
Nursery	C	C	E	E	E	E	C	C
Nursing Home	C	C	E	C	E	E	C	C
Open Storage	A	A	E	C	C	C	C	P
Planned Unit Development, Commercial	E	E	E	E	E	C	C	E
Planned Unit Development, Residential	C	C	E	C	C	C	C	E
Porch	AC	AC	E	AC	AC	AC	AC	AC
Recreational Vehicle	A	A	E	A	A	A	A	E
Resort	E	E	E	E	E	C	C	E

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

USE	Rural Residential/ Agricultural	Wooded Residential	Open Space	Residential - Low Density	Residential - Medium- Density	Commercial Waterfront	Neighborhood Commercial	Public Ownership
Restaurant	E	E	E	E	E	C	C	C
Retaining walls	E	E	E	E	P	P	E	E
Rip Rap	E	E	E	E	P	P	E	E
Signs, Directory	P	P	E	P	P	P	P	P
Signs, Dynamic	E	E	E	E	E	C	C	E
Signs, Offsite	E	E	E	E	E	E	E	E
Signs, Onsite	AC	AC	E	AC	AC	AC	AC	AC
Signs, Portable	A	A	E	E	E	A	A	A
Temporary Structure	A	A	B	A	A	A	A	A
Tower	C	C	C	E	E	E	C	C
Vegetation Removal, Clear Cutting	C	C	C	E	E	E	E	C
Vegetation Removal, Open	A	A	C	E	E	E	E	C
Vegetation Removal, Selective	P	P	P	P	P	P	P	P
Water Oriented Accessory Structure or Facility	E	E	P	P	P	P	E	P
Warehousing	AC	AC	E	AC	E	AC	AC	AC
Warehousing, Commercial	AC	AC	E	E	E	E	C	E
Wedding Venue	C	C	E	E	E	E	C	E

*In Shore Impact Zone (cumulative from natural state):
 More than 10 CY, Less than 50 CY requires a CUP
 Greater than 50 CY excluded
 In Lake Setback outside of Shore Impact Zone
 Less than 50 CY requires a permit
 More than 50 CY requires a CUP
 Outside of Lake Setback
 Less than 100 CY is allowed
 100 CY or more requires a CUP

**ORDINANCE NO. 2026-02, FIRST SERIES
AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE
REGARDING PERFORMANCE STANDARDS
FOR THE 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 Land Use and Subdivision Ordinance to modify Performance Standards located within the City of Lake Shore.

Section 2. **Amendments.** This Ordinance will amend Ordinance No. 2026-02, the City's Zoning Ordinance, by amending "Performance Standards":

The following underlined language will be modified, and the strikeout language will be deleted:

Section 15.2: Accessory Structure Size – square feet, maximum, cumulative – 1,200

Section 15.2: Lot width w/guest cabin, living quarters or duplex – feet/minimum

Section 17.2: Lot width w/guest cabin, living quarters or duplex – feet/minimum

Section 17.2: Maximum impervious coverage – lots divided by a street: 20% Total for both lot areas for GD Lake and RD Lake. NE Lake remains 15%.

Section 36.1.4: Any alterations of the natural topography when the slope of the land is toward a public water or watercourse ~~involving the movement of more than 10 cubic yards of material in a bluff or Shore Impact Zone or more than 50 cubic yards of material anywhere else within a shoreland area.:~~

- 1) SIZ 1 – (cumulative from natural state):
 - a) Less than 10 cubic yards require a permit, excluding annual ice ridge removal, meeting all standards of Section 36.6
 - b) More than 10 cubic yards, less than 50 cubic yards, require a Conditional Use Permit;
 - c) Greater than 50 cubic yards excluded.
- 2) SIZ 2
 - a) Less than 50 cubic yards requires a permit;
 - b) More than 50 cubic yards require a Conditional Use Permit;
- 3) Outside Lake Setback
 - a) Less than 100 cubic yards is allowed without a permit
 - b) 100 cubic yards or more requires a permit

Section 36.2.1- Grading
Beach Sand Blankets:

- A. Beach sand blankets are not feasible or allowable on every lot. This includes, but is not limited to, properties with wetlands, bluffs, steep slopes greater than 24%, and seepage areas.
- B. Beach sand blankets on residential lots above the OHWL shall not exceed 20 feet in width parallel to the shoreline. The beach sand blanket shall not exceed 20 cubic yards of sand within the 20-foot area and requires a permit.
- C. Only one addition of not more than 10 cubic yards of sand may be placed on existing beach areas on residential lots with a permit for perpetuity, regardless of ownership.
- D. Beach sand blankets on Waterfront Commercial properties shall not exceed 50 feet in width and 50 cubic yards of volume.
- E. Berms of not less than 12 inches above grade level or diversions not less than 12 inches below grade level shall be placed landward of all beach sand blankets to prevent erosion from upland runoff.
- F. All activity below the OHWL requires applicable Minnesota DNR and any additional state, federal agency approval and permits.

Section 36.6 – Ice Ridges – If ice ridges occur annually, the property owner may restore the shoreline every year with a permit, meeting all performance standards as outlined below, and not exceeding 10 cubic yards of removed material. Removal or grading of an ice ridge must not disturb emergent aquatic vegetation, unless authorized by an aquatic plant management permit from the Department of Natural Resources Division of Fisheries. Grading protected wetlands is prohibited unless authorized by Federal, State, County, and Local permitting agencies.

Section 36.7 – Riprap – The City of Lake Shore considers the use of rip rap only as a last resort to control shoreline erosion. The DNR area hydrologist should be consulted to determine whether a need to riprap exists. Methods other than riprap should be used, including the planting of native, deep-rooted vegetation. If riprap has been found to be the only tool available, a permit is required from the city, and riprap installation shall have the following standards:

Section 47.3.11 Short Term Rental Annual Quarterly Report. Each permittee shall ~~annually~~ provide the city with a written report ~~at the end of every permit term~~ on a quarterly basis, prior to the start of each quarter. The report shall include a copy of guest records for each stay.

Section 71.2.1 Subdivisions - The subdivider shall submit ~~fifteen (15) copies~~, one (1) 11x17 copy, and one (1) electronic copy of the sketch plan, fourteen (14) days prior to the normal Planning Commission meeting, and request a position on the formal agenda.

Section 71.4.3 Metes & Bounds - The subdivider shall submit ~~fifteen (15) copies~~, one (1) 11x17 copy, and one (1) electronic copy of the proposal to the Zoning Administrator thirty (30) days prior to the normal Planning Commission meeting, and pay the corresponding fee.

Section 71.5.1 Preliminary Plat – The subdivider shall submit ~~fifteen (15) copies~~, one (1) 11x17 copy, and one (1) electronic copy of the proposed plat or condominium plat to the Zoning Administrator thirty (30) days prior to the normal Planning Commission meeting, pay the required fees, and request a public hearing.

Section 71.6.1 Final Plat – The subdivider shall submit ~~fifteen (15) copies~~, one (1) 11x17 copy, and one (1) electronic copy of the Final Plat, Final Common Interest Community Plan or Final Condominium Plat and concurrent documents to the Zoning Administrator thirty (30) days prior to

the normal Planning Commission meeting.

Section 72.2 Fees - Whenever any work, use, or division of land for which a formal application and City approval is required has been commenced without first making such application and without receiving City approval, ~~therefore~~, a special investigation of the circumstances shall be made. Because of the extra administrative costs involved in the special investigation, the minimum application fee for after-the-fact application shall be no less than five (5) times all fees as set forth in the basic fee schedule, ~~not to exceed \$1,000.00 per request~~, whether or not the application is thereafter approved or denied. Payment of an after-the-fact application fee shall not constitute approval or authorization of the work, use or division of the land, and shall not constitute a penalty or a waiver of the right of the City to institute civil or criminal legal action against the applicant for commencing such work, use or division of land without the required prior approval of the City. All fees are non-refundable after work has begun on the application.

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 _____, 2026, by a ___/5ths vote.

Andy Stewart, Mayor

Attest: _____
Laura Fussy, City Clerk



AFFIDAVIT OF PUBLICATION

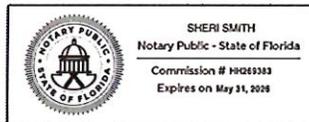
State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the Pine and Lakes Echo Journal, a newspaper printed and published in the City of Pequot Lakes, County of Crow Wing, State of Minnesota.

1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, January 28, 2026
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$10.60 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CROW WING County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 01/28/2026

S Smith

Notary Public
Notarized remotely online using communication technology via Proof.

**CITY OF LAKE SHORE
PLANNING COMMISSION/BOARD
OF ADJUSTMENT
NOTICE OF PUBLIC HEARING
MONDAY, FEBRUARY 09, 2026
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, February 9th at 9:00 AM, City Hall.

ORDINANCE AMENDMENT 26-01 to amend the City of Lake Shore Land Use and Subdivision Ordinance to modify Section 4, "Definitions," and modify Section 21, "Land Use Matrix." The proposed ordinance amendment includes clarifying definitions and requirements within the City . Applicant: City of Lake Shore.

ORDINANCE AMENDMENT 26-02 to amend the City of Lake Shore Land Use and Subdivision Ordinance to modify "Performance Standards" within Chapter IV of the Land Use and Zoning Ordinance . 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 applications, maps, drawings, and staff reports are available at City Hall, typically a week before the meeting.

Dated: January 28, 2026
For: City of Lake Shore
Planning Commission/Board of Adjustment
By: Nicole Hausmann – Sourcewell
(Jan. 28, 2026)

2025 Land Use Permits										
PERMIT NUMBER	DATE RECD	DATE APPROVED	PROPERTY ADDRESS	LAST	FIRST	ZONE	PIN	DESCRIPTION	FEE	Condition(s)
3924		1/7/2025	8956 Interlachen Rd, Lake Shore, MN	Becken	Tim	R-2	90-449-0216	9x13 shed		
3925		1/13/2025	9296 Interlachen Rd, Lake Shore, MN	Steer	Rick	R-2	90-469-0302	14x20 shed		
3926		1/15/2025	9148 Pebble Beach Rd, Lake Shore, MN	Klopfenstein	Kent	R-2	90-457-0070	Permit from approved 11/12/24 variance, septic system		
3927		1/29/2025	8359 Birchwood Hills Rd, Lake Shore, MN	Strong	Geoffrey	R-2	90-016-4423 & 90-016-4424	30x40 garage with attic (storage only)		
3937		3/18/2025	8610 Birchwood Hills Rd, Lake Shore, MN	Johnson	Arnie	O & R-2	90-021-4118	Repair ice damage		
3938		3/21/2025	8340 Gullwood Rd, Lake Shore, MN	Bergan	Ryan	R-2	90-421-0051	Permit from approved 3/10/25 variance		
3941		3/31/2025	1033 Loon Dr., Lake Shore, MN	Kurpius	Elizabeth	R-2	90-004-4206	Replace timbers & steps - DNR complaint, ramp to beach		
3941(b)		4/1/2025	7498 Doyle Pkwy, Lake Shore, MN	Westenfield	Karl	R-2	90-340-0260	8x12 shed		
3942		4/2/2025	1037 County 29, Lake Shore, MN	Wiczek	Jeremy	R-2	90-339-0120	18x40 - 2 story addition		
3943		4/4/2025	Lot 4, Block 2 Brookview Acres	Urseth	James	WR	90-356-0240	36x80 storage building, 56x12 attached greenhouse		
3944		4/10/2025	8674 Lincoln Green Rd, Lake Shore, MN	Murray	Michael	R-1	90-437-2020	Dwelling, garage w/ living quarters, septic system		
3945		4/14/2025	1111 Miller Lane, Lake Shore, MN	Woll	Jim	R-2	90-016-3105	Repair ice heave in SIZ		
3946		4/21/2025	8702 Interlachen Rd, Lake Shore, MN	O'Hare	Savannah	R-2	90-437-1965	12x24.5 patio under existing deck		
3947		4/23/2025	7819 County 78, Lake Shore, MN	Kotsmith	Luke	Ag	90-007-4101	Dwelling, garage, porch & septic system		
3949		4/30/2025	Point Rd, Lake Shore, MN	Welliver	Sherry	R-2	90-021-2203	Patio/porch alteration, reconfigure steps		
3950		4/30/2025	1115 Miller Lane, Lake Shore, MN	Leitch	Glen	R-2	90-016-3104	Repair shoreline from ice heave		
3951		5/6/2025	8709 Lincoln Green Rd, Lake Shore, MN	Severson	Gary	R-2	90-437-2181	Decks and sunroom connecting dwelling & garage		
3952		5/8/2025	1053 County 29, Lake Shore, MN	Arrel	Steve	R-2	90-339-0110	beach area, riprap refresh, patio & step redo		
3953		5/8/2025	1575 Majesta Lane, Lake Shore, MN	Bartz	John	R-2	90-020-3209	Deck expansion of 5 feet		
3954		5/9/2025	1154 Wenzel Point Rd, Lake Shore, MN	Hildebrand	Brad	R-2	90-349-0100	Permit from approved 2/10/25 variance		
3955		5/9/2025	7928 Lost Lake Rd, Lake Shore, MN	Burchill	Pamela	R-2	90-375-0118	14x29 deck		
3956		5/12/2025	8643 Birchwood Hills Rd, Lake Shore, MN	Wheeler	Marty	O	90-021-4219	Repair shoreline from ice heave		

PERMIT NUMBER	DATE RECD	DATE APPROVE D	PROPERTY ADDRESS	LAST	FIRST	ZONE	PIN	DESCRIPTION	FEE	Condition(s)
3957		5/13/2025	7372 Niemi Circle, Lake Shore, MN	Sundstrom	Steve	WR	90-356-0260	12x14 gazebo		
3958		5/13/2025	7474 Doyle Pkwy, Lake Shore, MN	Nichelson	Kristen	R-2	90-340-0215	120 square foot sauna		
3959		5/14/2025	8708 Interlachen Rd, Lake Shore, MN	Fritz	Emily	R-2	90-437-1975	seasonal camper		
3960		5/14/2025	Lake Rd, Lake Shore, MN	Perry	Shawn	R-2	90-004-1305	riprap & native vegetation		
3961		5/14/2025	8639 Nottigham Rd, Lake Shore, MN	Rivard	Jocelyn	R-2	90-437-1755	replace failing septic tank & install septic tank for guest qtrs.		
3963		5/23/2025	Lot 11 & part of lot 12, Block 1	Ranweiler	Joseph	R-2	90-433-0155	4 ft. pathway to lake		
3964		5/28/2025	1531 Pomeroy Lane, Lake Shore, MN	Egan	Kevin	R-1	90-454-0210	16x24 detached garage		
3965		5/28/2025	7388 Christy Drive, Lake Shore, MN	Olson	Peter	R-2	90-340-0130	8x12 storage shed		
3966		5/29/2025	9314 Interlachen Road, Lake Shore, MN	Falk	Terry	R-2	90-469-0308	Replace existing timber walls & patio expansion		
3967		5/30/2025	930 Whitney CT, Lake Shore, MN	Schwappach	Patrick	R-1	90-389-0120	39x27 garage with guest quarters (683 st. ft.)		
3968		5/30/2025	1028 Loon Drive, Lake Shore, MN	Arnold	Adam	R-2	90-352-0110	riprap		
3969		5/30/2025	Lot 2 Block 1	Arnold	Adam	R-2	0120	riprap		
3971	5/21/2025	6/9/2025	Lot 22	Gullwood Properties LLC		R-2	90-421-0221	To construct a 1,998 sq. ft. dwelling, 4 car garage, mechanical room, front stoop and septic system	\$1,000	stormwater management plan on file
3972	5/28/2025	6/9/2025	1064 Wienzel Pt Road, Lake Shore, MN	Boesch	Ray & Jenelle	R-2	90-349-0221	120 sq. ft. Water Oriented Accessory Structure	\$50	
3973 - A	6/18/2025	6/18/2025	1630 County 29, Lake Shore, MN	Chase	Lee	R-1	90-005-3303	Already approved 28x48 garage with no living quarters or running water. No septic on the property. Used existing site plan.	\$75	
3966	6/11/2025	6/23/2025	9314 Interlachen Road, Lake Shore, MN	Falk	Terry	R-2	90-469-0308	Update existing permit from Teri to add WOAS	No additional fee	
3973 - B	5/20/2025	6/23/2025	7730 Interlachen Road, Lake Shore	Uffer	John	R-2	90-016-442	conforming dwelling that burned down. Same size and setbacks.	\$700	
3975	6/05/2025	7/21/2025	1137 Miller Ln, Lake Shore	Baldwin	Dave	R-2	90-016-000	8x12 storage shed	\$50	
3974	7/09/2025	7/21/2025	Woods Dr., Lake Shore, MN	Mueller	Justin	R-1	90-391-0160	12x16 deck, must meet all setbacks	\$75	

PERMIT NUMBER	DATE RECD	DATE APPROVED	PROPERTY ADDRESS	LAST	FIRST	ZONE	PIN	DESCRIPTION	FEE	Condition(s)
3976	7/23/2025	8/6/2025	7480 Doyle Pkwy, Lake Shore, MN	Vandewiele	Ryan & Alison	R-1	90-340-0220	Construct a 240 sq. ft. entry connecting the dwelling and the garage. Construct a 21 sq. ft. addition under the existing roof overhang (utilizing section 8 – one-time non-conforming structures and uses). No additional impervious surface coverage is allowed with this permit.	\$200	The stormwater management plan shall be implemented upon completion of the project.
3977	7/31/2025	8/9/2025	Rocky Point Rd, Lake Shore, MN	Driessen	Arthur	R-2	90-472-0140	Construct a 1640 sq. ft. dwelling with front stoop and a new septic system.	\$925	Must meet all setback requirements.
3978	8/4/2025	8/6/2025	7993 Ridge Rd, Lake Shore, MN	Rugloski	Andrew	R-2	90-009-3309	A 10x36 2nd story deck on the west side of existing dwelling	\$75	Must meet all setbacks.
3979	8/12/2025	8/25/2025	7329 Niemi Cir, Lake Shore MN	Smith	Damian	W-R	90-005-2300 & 90-356-0150	40x40 accessory structure (Lean-To) & 60x200 pole shed	\$275	Must meet all setbacks. Lots will be consolidated with Cass County. No commercial use.
3980	8/18/2025	8/25/2025	1669 Refuge Trl, Lake Shore, MN	Larson	Karlie	W-R	90-017-2202	40x60 detached garage with bathroom	\$75	Must meet all setbacks. This structure is for residential use only, no commercial use.
3981	7/22/2025	8/27/2025	8163 Whitstrom Rd, Lake Shore, MN	Holbrook	Kyle & Meleah	R-1	90-388-0120	26x16.8 addition (sunroom), 14x16.8 covered patio & 486 sq. ft. built in bar/grilling area	\$275	Must meet all setbacks.
3982	8/11/2025	8/27/2025	8443 Interlachen Rd, Lake Shore, MN	Top Ridge Properties LLC	Brent Anderson	NC	90-437-0616 & 90-0614	11,940 sq. ft. private storage building per CUP approved 4/14/2025 and new septic system	\$1,000	12 conditions per CUP
3891	8/5/2025	8/6/2025	905 Hidden Lake Rd, Lake Shore, MN	Hall	Jeffrey	R-2	90-350-0150	Extension of original permit granted for additional 6 mo. (new deadline 3/3/2026)	n/a	
3983	8/18/2025	9/3/2025	8755 Interlachen Rd, Lake Shore, MN	Goedker	Steven	R-1	90-437-2420	20x30 addition to existing dwelling on the north side	\$200	Must meet all setback requirements.
3984	8/27/2025	9/3/2025	8098 Whitstrom Rd	Gunsbury	Brent	R-2	90-387-0050	Move WOAS to new location	\$50	WOAS will not be increasing in size. Must meet all setback requirements.
3985	9/3/2025	9/10/2025	none	Hanhousek	Nancy	R-1	90-437-2255	1915 sq. ft. new dwelling, 940 sq. ft. attached garage, 110 sq. ft. covered entry, 340 sq. ft. porch and new septic system	\$925	letter provided with listed conditions
3986	9/8/2025	9/17/2025		Lentner	Troy & Kathy	R-2	90-417-0150	4,424 sq. ft. dwelling with attached garage, porch, 4-season porch, patio and new septic system	\$925	8 conditions from 9/8 PCBOA variance approved
3987	9/15/2025	9/17/2025	7894 Lost Lake Rd, Lake Shore, MN	Ogilvie	Bob	R-2	90-375-0124	30x40 detached garage (pole shed), with no living quarters	\$75	must meet all setbacks & section 17.2

PERMIT NUMBER	DATE RECD	DATE APPROVE D	PROPERTY ADDRESS	LAST	FIRST	ZONE	PIN	DESCRIPTION	FEE	Condition(s)
3988	9/15/2025	9/17/2025	7388 Christy Drive, Lake Shore, MN	Olson	Peter	R-2	90-340-0130	replace retaining wall and WOAS (patio) 250 sq.ft.	\$50	must meet all setbacks & section 17
3989	9/15/2025	9/22/2025	1222 Schaeffers Point, Lake Shore, MN	Welliver	Joel & Sherr	R-2	90-021-2203	ice ridge & erosion along shoreline	\$100	must submit maintenance plan for pervious patio
3990	9/22/2025	9/22/2025	1485 Allen A Dale, Lake Shore, MN	Saavi	Phillip	R-2	90-437-2245	24x28 attached garage to existing dwelling	\$75	Must meet all setbacks.
3991	9/17/2025	9/29/2025	9060 Pebble Beach Rd, Lake Shore, MN	Keller	Kurt & Jenny	R-2	90-449-0145	Entryway connecting buildings, 183 sq. ft. deck & 12x7 entry porch	\$275	must meet all setbacks and implement stormwater management plan on file
3992	9/17/2025	9/29/2025	924 Bass Lake Rd, Lake Shore, MN	Johnson	Aaron & Amanda	R-2	90-378-0090	1920 sq. ft. new dwelling with 192 sq. ft. screen porch, 728 sq. ft. covered porch, 1124 sq. ft. attached garage and septic system	\$1,000	Must meet all setback requirements.
3993	9/30/2025	10/8/2025	8551 Fermon Rd, Lake Shore, MN	Kunh	Alex	R-1	90-391-0220	10x20 storage shed	\$25	Must meet all setback requirements.
3994	9/26/2025	10/8/2025	1613 Portview Rd, Lake Shore, MN	Schiffner	Tom	R-2	90-020-2205	2696 sq. ft. new dwelling with a 1034 sq. ft. attached garage, 1184 sq. ft. patio and new septic system	\$1,000	Must meet all setback requirements.
3995	10/15/2025	10/20/2025	1033 Bass Lake Rd, Lake Shore, MN	Kramer	Joshua	R-2	90-378-0170	Install riprap and 2 stone steps	\$50	Must meet Section 36.7 & 17.3.4
3996	10/15/2025	10/20/2025	991 Point Narrows Rd., Lake Shore, MN	Point Narrows Resort		CW	90-009-1209	Install riprap along shoreline	\$50	Must meet Section 36.7
3997	10/15/2025	10/20/2025	1056 Miller Lane, Lake Shore, MN	Bielejeski	Ross	R-1	90-396-0174	Construct new 800 sq. ft. deck and patio under deck	\$125	Must meet all setback requirements.
3998	10/15/2025	10/20/2025	Point Rd., Lake Shore, MN	Rose	Gloria	R-2	90-021-2213	Replace stairway & 10 cubic yards of dirt moving	\$50	Must meet all setback requirements 17.3.4 & 36
3999	10/20/2025	10/22/2025	9472 Rocky Point Trl, Lake Shore, MN	Tschacher	Steven	R-2	90-469-0380	8.5x14 structure (sauna)	\$50	Must meet all setback requirements.
4000	10/16/2025	10/22/2025	7436 Christy Drive, Lake Shore, MN	Landsburg	John	R-2	90-340-0170	12x12 3-season porch with 9x26 deck attached to existing dwelling	\$150	Must meet all setback requirements.
4001	12/1/2025	12/3/2025	9334 Agate Lake Rd, Lake Shore, MN	Acton	Don	R-1	90-032-3204	24x42 detached garage with lean-to	\$75	Must meet all setback requirements and Section 16 requirements.
4002	12/11/2025	12/22/2025	8638 Interlachen Road, Lake Shore, MN	Roberts	Travis	R-1	90-437-1910	ATF permit for patio (approved by BOA 10/13/25)	\$1,050	Stormwater management plan approved by City Engineer
4003	12/22/2025	12/29/2025	8182 County 78, Unit 401, Lake Shore, MN	Wold	Keanen	CW	90-407-0410	garage to match previous bonus room in same association.	\$200	
4004	12/22/2025	12/29/2025	8182 County 78, Unit 402, Lake Shore, MN	Iacarella	Richard	CW	90-407-0420	garage to match previous bonus room in same association.	\$200	

2025 Public Hearing Items

APPLICANT NAME	Parcel #	DATE OF HEARING	APPLICATION TYPE	ZONING	Approved	Denied
Brad Hildebrand	90-349-0100	2/10/2025	Variance	R-2	1	
Ryan Scheeler of Sherwood Property	90-437-2450	2/10/2025 & 3/10/2025	CUP	NC	1	
Ryan Bergan & Monique Holund Bergan	90-421-0051	3/10/2025	Variance	R-2	1	
Troy Hoekstra	90-437-0440	3/10/2025	Variance	R-2		1
Troy Hoekstra	90-437-0440	3/10/2025	CUP	R-2		1
Andrew O'Day	90-031-4102	4/14/2025	CUP	R-1	1	
Brent Anderson	90-437-0616 & 90-437-0614	4/14/2025	CUP	NC	1	
Timothy & Marci Spaeth	90-399-0050	4/14/2025	Variance	R-2	1	
Jay & Donna Fauchald	90-437-2371	7/14/2025	Variance	R-2	1	
Patrick Smith	90-437-2420 & 90-437-2430	7/14/2025	Variance	R-1	1	
Patrick Smith	90-437-2420 & 90-437-2430	No Public Hearing Required	Lot Line Adjustment	R-1	1	
Ord. Amendment - Dynamic signs	N/A	7/14/2025	Ordinance Amendment	N/A	1	
Sean & Vinci Mills	90-399-0140	8/11/2025	Variance	R-2	1	1
Troy & Kathleen Lentner	90-417-0150	9/8/2025	Variance	R-2	1	
2 Gulls & 2 Buoy's LLC	90-437-2555 & 90-437-2560	10/13/2025	Variance	R-2	1	
John Allen	90-457-0010	10/13/2025	Variance	R-2	1	
Travis Roberts	90-437-1910	10/13/2025	ATF Variance	R-2	1	
Michael Smith	90-437-1650	10/13/2025	Variance	R-2		1
Jeffrey & Sheila Wines	90-016-4101	No Public Hearing Required	Metes & Bounds Subdivision	R-1	1	
Cannabis Ordinance	N/A	11/10/2025	Ordinance Amendment	N/A	1	
Cindy & Jacob Roberg	90-469-0358	12/8/2025	Variance	R-2	1	

**BOARD OF ADJUSTMENT/PLANNING COMMISSION
CITY OF LAKE SHORE
LAKE SHORE CITY HALL
MINUTES
JANUARY 12, 2026
9:00 AM**

Commission Members in attendance: PJ Smith, Dave Riegert, TJ Graber, Alternate Kevin Egan, and Alternate Steve Hensel; Council Liaison Darcy Peterson; City Engineer Alex Bitter; Sourcewell Nicole Hausmann; City Clerk/Administrator Laura Fussy; and Deputy Clerk Kathy Johansen. Absent were Commission Member's Sean Weldon and Alex Kuhn. There were five people in the audience including Mayor Andy Stewart, Todd and Barb Pries, Robin Carbone, Kathy Lundberg and Chuck Batko. A quorum was present, and the Commission was competent to conduct business.

Nicole Hausmann called the meeting to order at 9:00 a.m.

Election of Officers –

MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO NOMINATE PJ SMITH AS CHAIR OF THE PLANNING COMMISSION. MOTION PASSED.

MOTION BY PJ SMITH AND SECONDED BY TJ GRABER TO NOMINATE DAVE RIEGERT AS VICE CHAIR OF THE PLANNING COMMISSION. MOTION PASSED.

Approval of the December 8, 2025, Regular Meeting Minutes – MOTION BY DAVE RIEGERT AND SECONDED BY KEVIN EGAN TO APPROVE THE MINUTES FOR THE DECEMBER 8, 2025, BOARD OF ADJUSTMENT/PLANNING COMMISSION AS PRESENTED. MOTION PASSED.

MOTION BY TJ GRABER AND SECONDED BY DAVE RIEGERT TO OPEN THE PUBLIC HEARING AT 9:04 AM. MOTION PASSED.

PUBLIC HEARING –

Variance Application 01-26 (Michael Smith) (#6a) – to construct a new dwelling with an attached garage, an entry, a porch, and a deck not meeting the side yard setback. PID 90-437-1650.

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 12/10/2025 and updated site design drawings provided with the application.
 - i. This request is for a slab-on-grade dwelling (no basement)

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

Nicole Hausmann stated the following items will become part of the record – Notice of mailing, notice of publication, signed application and attachments, the staff report, and comments received. One written comment was received by the City Engineer and is in the packet. The applicant will be required to provide an updated stormwater management plan to be reviewed and approved by the City engineer before a permit can be approved. DNR was notified on September 23rd and no comments have been received. Two additional written comments were received from the public and emailed to the Commission last week.

Nicole Hausmann reviewed that the Variance Request was heard and denied at the October 13, 2025, Planning and Zoning meeting and applicant appealed to the City Council's November 24, 2025, meeting. City Council heard the Variance and upheld the decision made by the Planning and Zoning Commission/Board of Adjustment.

Nicole Hausmann pointed out that the only change made is the slab-on-grade. Same setbacks are being requested.

Seth Landon spoke on behalf of Michael Guy Smith and stated he was willing to answer questions and reiterated that the variance is simply to build this house with the lot size of the property.

Discussion continued with clarification being centered on the size of the lot and the size parameters of the house to be built.

Robin Carbone stated concern regarding the width being 24' and the house is currently going to be in the face of the neighbors. Robin suggested turning the house so that it would stay within the limit of the lot, then wouldn't need a variance. Robin also voiced concern that the building of the house doesn't meet current conditions.

Chair Smith stated that it appears that this variance is the same request that was presented in October and then at City Council in November, so why is the same variance back at the Planning and Zoning Commission.

Seth Landon responded that he feels the house plan they want to build isn't doing anything unreasonable.

Alex Bitter shared that the drainage currently does not meet the volume requirements as far as identifying overflow, well location doesn't meet isolation distances from the stormwater facilities, and the stormwater retention is close to the foundation.

Seth Landon assured that the drainage and stormwater issues are being addressed and will conform to the engineer's requests.

Further discussion continued regarding resizing some rooms or moving house back to accommodate the lot size parameters.

TJ Graber revisited the variance being denied twice and noted that there are some conditions from the engineer that need to be addressed before any consideration of approval to move forward can be made. TJ stated that a compromise is needed to make it work within the ordinance.

Nicole Hausmann reminded the Board of Adjustment that they can either approve, deny, or table the application. According to state statute, there are sixty days to make a decision from the time the application is submitted. The city can extend it by an additional 60 days if needed.

Seth Landon stated he would address the necessary areas to develop a new concept to obtain the variance approval.

MOTION BY DAVE RIEGERT AND SECONDED BY TJ GRABER TO TABLE A DECISION ON VARIANCE APPLICATION 01-26 TO ALLOW TIME FOR A NEW DESIGN TO BE PRESENTED.

Roll call vote was conducted. Voting YES-Smith, Riegert, and Graber. Voting NO-Egan and Hensel.

MOTION PASSED.

MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO CLOSE THE PUBLIC HEARING AT 9:35 AM.

NEW BUSINESS – There was no new business.

OLD BUSINESS – There was no old business.

REPORTS

City Engineer – Alex Bitter had nothing to report.

Dave Riegert inquired about the work being done on the swamp this winter.

Alex Bitter shared that the work is happening. Alex shared that the plans for Trail 4A had been submitted, and they are advertising for a bid. The wetland impacts need to be approved.

Chair – PJ Smith had nothing to report.

Council Liaison – Darcy Peterson had nothing to report.

Zoning Administrator – Nicole Hausmann

Ordinance Amendments for 2026 – Nicole Hausmann referenced the Land Use Ordinance Updates. Nicole stated that most updates consist of cleaning up the language and adding a few items. Nicole highlighted the areas recommended for updating.

Alex Bitter raised concerns about allowing or granting variance requests for SSTS. Alex explained that setbacks are put in place to protect everyone. Discussion on changing this Section. Planning Commission is not in favor of changing this Section of the Zoning Ordinance.

Laura Fussy noted that short-term rental permittees will be required to provide the city with a written report quarterly. Discussion continued regarding short-term rental reporting options.

Nicole Hausmann requested that the commission discuss adding more provisions to the city's stormwater ordinance. Nicole cited an example of a parcel zoned shoreland and a road splitting the property. One option is to change the provision to 25% of a parcel by the lake and 25% across the road, thereby creating the need for a stormwater plan. A second option could also be an administrative item for which only an administrator can decide on the stormwater management plan requirement. Alex Bitter agreed that something should be done for a parcel with that type of situation to uphold waterfall.

Further discussion continued regarding stormwater management plans.

Nicole Hausmann asked the commission for guidance on how to proceed, or which option would be preferred, as she would be presenting it to the City Council.

Dave Riegert stated the 25%-25% would be a viable option.

Nicole Hausmann referenced the Matrix Table updates and requested clarification.

TJ Graber inquired about fencing in agricultural zones.

Nicole Hausmann shared further information from Section 26 of the City Ordinance regarding fencing in residential areas. The Planning Commission recommended Residential and Commercial zones, only requiring a permit for a fence. In all other zones, it would be allowed without a permit.

December Permit Report - Provided for review.

PUBLIC FORUM – There was no public forum.

MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO ADJOURN THE BOARD OF ADJUSTMENT/PLANNING COMMISSION MEETING OF JANUARY 12, 2026, AT 10:13 AM. MOTION PASSED.

Transcribed by Kathy Johansen
Lake Shore Deputy Clerk

2026 LAKE SHORE STREET IMPROVEMENTS

CITY OF LAKE SHORE, MINNESOTA



PROJECT LOCATION
LAKE SHORE, CASS COUNTY, MINNESOTA

GOVERNING SPECIFICATIONS
THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND THE 2023 SCHEDULE OF "MATERIALS CONTROL FOR 2020 STANDARD SPECIFICATIONS" SHALL GOVERN.

SHEET INDEX TABLE	
SHEET NO.	SHEET TITLE
1	TITLE SHEET
2	PLAN LEGEND
3	STATEMENT OF ESTIMATED QUANTITIES
4	STANDARD NOTES AND TABLES
5	TYPICAL SECTION FOR BIRCHWOOD HILLS ROAD
6-8	DETAILS
9-10	TRAFFIC CONTROL
11-14	EXISTING CONDITIONS AND REMOVALS
15-20	PROPOSED CONDITIONS
21-23	EROSION CONTROL & TURF ESTABLISHMENT PLANS

THIS PLAN CONTAINS **23** SHEETS

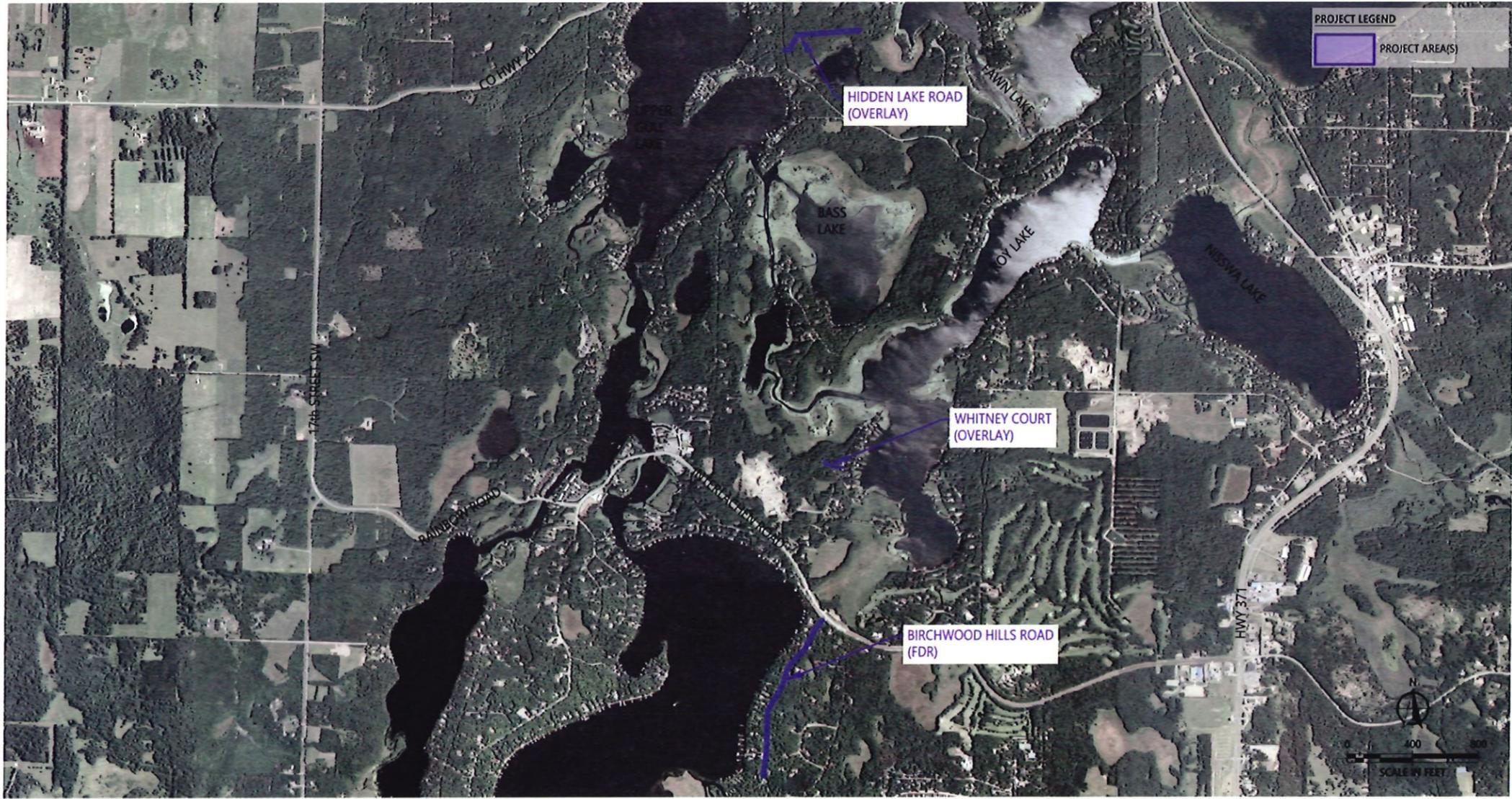
CITY OFFICIALS

MAYOR:
Andy Stewart

CITY COUNCIL:
Vern Gevik
Darcy Peterson
Wayne Anderson
Henry Cote

CITY CLERK/ADMINISTRATOR:
Laura Fussy

PUBLIC WORKS DIRECTOR:
Roger Olmscheid



SUBSURFACE UTILITY NOTE
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES." CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.

MAP DESCRIPTION: PARTIAL MAP OF LAKE SHORE, CASS COUNTY, MINNESOTA

THIS PLAN SET CONTAINS COLOR GRAPHICS. BLACK AND WHITE PRINTS ARE NOT OFFICIAL SIGNED DOCUMENTS.

DRAFT



DRAWN BY:
AMS
CHECKED BY:
ADB

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALEX D BITTER LIC NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

TITLE SHEET

1
PROJECT #: 2025-12031

© 2025 WIDSETH ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS. FILE: W:\PROJECTS\CITY OF LAKE SHORE\2025-12031\04 DESIGN\CIVIL\CADD\1 TITLE SHEET.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

© 2026 WIDSETH FILE: W:\PROJECTS\CITY OF LAKE SHORE\32508\2025-12031\04 DESIGN\CIVIL\CADD\2 PLAN LEGEND.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

SURVEY MONUMENTS - FOUND

- FOUND CAST IRON MONUMENT
- FOUND CONTROL POINT
- FOUND IRON PIPE
- FOUND JUDICIAL LAND MONUMENT
- FOUND LATH

SURVEY MONUMENTS - STAKED

- BENCHMARK
- STAKED CAST IRON MONUMENT
- STAKED CONTROL POINT
- STAKED IRON PIPE
- STAKED JUDICIAL LAND MONUMENT

PROPERTY LINEWORK

- SECTION LINE
- QUARTER SECTION LINE
- QUARTER QUARTER SECTION LINE
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- DESCRIPTION LINE
- DEEDED LOT LINE
- PLATTED LOT LINE
- BOUNDARY LINE
- SUBDIVISION LINE
- SETBACK LINE

TOPOGRAPHIC INFORMATION - EXISTING

- 1230 MAJOR CONTOURS
- 1234 MINOR CONTOURS
- +1234.56 SPOT ELEVATION

TOPOGRAPHIC INFORMATION - PROPOSED

- 1230 MAJOR CONTOURS (WITH LABEL)
- 1234 MINOR CONTOURS (WITH LABEL)
- 1234.56 SPOT ELEVATION
- ±1.23% SLOPE - PERCENT
- 1:2 SLOPE - RISE : RUN
- TBC: 1234.56 SPOT ELEVATIONS @ CURB
FLW: 1234.00 (TBC: TOP BACK CURB / FLW: CURB FLOWLINE)
- +1.23 +3.21 SPOT ELEVATIONS, CUT/FILL
(GREEN: FILL DEPTH / RED: CUT DEPTH)

VEGETATION SYMBOLS - EXISTING

- SHRUB
- STUMP
- TREE - CONIFEROUS
- TREE - DECIDUOUS
- WETLAND

VEGETATION LINEWORK - EXISTING

- EDGE OF WOODS
- EDGE OF WETLANDS

VEGETATION SYMBOLS - PROPOSED

- SHRUB
- TREE - CONIFER
- TREE - DECIDUOUS

VEGETATION LINEWORK - PROPOSED

- EDGE OF WOODS

ROADWAY/PAVEMENT LINEWORK - EXISTING

- BITUMINOUS SURFACE
- CONCRETE SURFACE
- CURB & GUTTER
- GRAVEL SURFACE
- ROADWAY/DRIVE/TRAIL CENTERLINE

ROADWAY/PAVEMENT LINEWORK - PROPOSED

- BITUMINOUS SURFACE
- CONCRETE SURFACE
- CURB & GUTTER
- GRAVEL SURFACE
- ROADWAY/DRIVE/TRAIL CENTERLINE

SITE SYMBOLS - EXISTING

- FENCE POST
- FLAG POLE
- GUARD POST (BOLLARD)
- GUY POLE
- GUY WIRE ANCHOR
- ACCESSIBLE PARKING MARKING
- MAILBOX
- SIGN - DOUBLE POST
- SIGN - SINGLE
- SIGN - FIRE #

SITE LINEWORK - EXISTING

- BUILDING
- BARB WIRE FENCE
- CHAINLINK FENCE
- WOOD FENCE
- RAILROAD
- RETAINING WALL

SITE SYMBOLS - PROPOSED

- FENCE POST
- FLAG POLE
- GUARD POST (BOLLARD)
- GUY POLE
- GUY WIRE ANCHOR
- MAILBOX
- SIGN - DOUBLE POST
- SIGN - FIRE #
- SIGN - SINGLE

SITE LINEWORK - PROPOSED

- BUILDING
- FENCE - BARB WIRE
- FENCE - CHAINLINK
- FENCE - WOOD
- RETAINING WALL

COMMUNICATION/TELECOM UTILITY SYMBOLS - EXISTING

- TELECOM HANDHOLE
- TELECOM MANHOLE
- TELECOM PEDESTAL
- TELECOM POLE
- TV HANDHOLE
- TV PEDESTAL
- SATELLITE DISH

COMMUNICATION/TELECOM UTILITY LINEWORK - EXISTING

- UNDERGROUND FIBER OPTIC LINE
- OVERHEAD TELEPHONE LINE
- UNDERGROUND TELEPHONE LINE
- OVERHEAD TV LINE
- UNDERGROUND TV LINE

COMMUNICATION/TELECOM UTILITY SYMBOLS - PROPOSED

- TELECOM HANDHOLE
- TELECOM MANHOLE
- TELECOM PEDESTAL
- TELECOM POLE
- TV HANDHOLE
- TV PEDESTAL
- SATELLITE DISH

COMMUNICATION/TELECOM UTILITY LINEWORK - PROPOSED

- UNDERGROUND FIBER OPTIC LINE
- UNDERGROUND TELEPHONE LINE
- OVERHEAD TV LINE
- UNDERGROUND TV LINE

ELECTRICAL UTILITY SYMBOLS - EXISTING

- AC UNIT
- GENERATOR
- GROUND LIGHT (FLOODLIGHT)
- ELECTRIC HANDHOLE
- LIGHT POLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC POLE
- TRAFFIC SIGNAL
- TRANSFORMER
- YARD LIGHT

ELECTRICAL UTILITY LINEWORK - EXISTING

- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE

ELECTRICAL UTILITY SYMBOLS - PROPOSED

- AC UNIT
- GENERATOR
- GROUND LIGHT (FLOODLIGHT)
- ELECTRIC HANDHOLE
- LIGHT POLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC PEDESTAL
- ELECTRIC POLE
- TRAFFIC SIGNAL
- TRANSFORMER
- YARD LIGHT

ELECTRICAL UTILITY LINEWORK - PROPOSED

- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE

NATURAL GAS UTILITY SYMBOLS - EXISTING

- NATURAL GAS METER
- NATURAL GAS VALVE
- PROPANE TANK

NATURAL GAS UTILITY LINEWORK - EXISTING

- NATURAL GAS LINE

NATURAL GAS UTILITY SYMBOLS - PROPOSED

- NATURAL GAS METER
- NATURAL GAS VALVE
- PROPANE TANK

NATURAL GAS UTILITY LINEWORK - PROPOSED

- NATURAL GAS LINE

SANITARY SEWER SYMBOLS - EXISTING

- SANITARY AIR RELEASE MANHOLE
- SANITARY CLEANOUT
- LIFT STATION WET WELL
- LIFT STATION VALVE VAULT
- SANITARY MANHOLE
- SANITARY VALVE (FORCEMAIN)

SANITARY SEWER LINEWORK - EXISTING

- SANITARY FORCE MAIN
- SANITARY GRAVITY MAIN
- SANITARY SERVICE LINE

SANITARY SEWER SYMBOLS - PROPOSED

- SANITARY AIR RELEASE MANHOLE
- SANITARY CLEANOUT
- LIFT STATION WET WELL
- LIFT STATION VALVE VAULT
- SANITARY MANHOLE
- SANITARY VALVE (FORCEMAIN)

SANITARY SEWER LINEWORK - PROPOSED

- SANITARY FORCE MAIN
- SANITARY GRAVITY MAIN
- SANITARY SERVICE LINE

STORM SEWER SYMBOLS - EXISTING

- STORM SEWER CATCH BASIN
- STORM SEWER CLEANOUT
- CULVERT APRON
- STORM SEWER INLET STRUCTURE
- STORM SEWER MANHOLE

STORM SEWER LINEWORK - EXISTING

- STORM SEWER GRAVITY MAIN
- STORM SEWER DRAINTILE

STORM SEWER SYMBOLS - PROPOSED

- STORM SEWER CATCH BASIN
- STORM SEWER CLEANOUT
- STORM SEWER INLET STRUCTURE
- STORM SEWER MANHOLE

STORM SEWER LINEWORK - PROPOSED

- STORM SEWER GRAVITY MAIN
- STORM SEWER DRAINTILE

WATER SYMBOLS - EXISTING

- CURB STOP
- WATER HANDHOLE
- FIRE HYDRANT
- YARD HYDRANT
- WATER MANHOLE
- WATER METER
- WATER MAIN VALVE
- WATER WELL

WATER LINEWORK - EXISTING

- WATER MAIN LINE
- WATER SERVICE LINE

WATER SYMBOLS - PROPOSED

- CURB STOP
- HANDHOLE
- HYDRANT
- YARD HYDRANT
- MANHOLE
- WATER METER
- WATER MAIN VALVE
- WATER WELL

WATER LINEWORK - PROPOSED

- WATER MAIN PIPE
- WATER SERVICE PIPE

DRAFT



DRAWN BY:
AMS
CHECKED BY:
ADB

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

PLAN LEGEND

STATEMENT OF ESTIMATED QUANTITIES

ITEM NO.	NOTES	SPEC NO.	DESCRIPTION	UNIT	WHITNEY COURT	HIDDEN LAKE ROAD	BIRCHWOOD HILLS ROAD	PROJECT TOTAL
1		2021.501	MOBILIZATION	LUMP SUM	0.25	0.25	0.5	1
2		2104.502	REMOVE MAILBOX SUPPORT	EACH	6	3	35	44
3		2104.503	SAVING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT		291	597	888
4		2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD		42	806	848
5		2104.602	SALVAGE SIGN TYPE SPECIAL	EACH	5	3	34	42
6		2108.504	GEOGRID, TYPE 1	SQ YD			61	61
7		2118.507	AGGREGATE SURFACING (CV) CLASS 1	CU YD	5	5	5	15
8		2123.510	COMMON LABORERS	HOURS	2	2	4	8
9		2123.610	SKID LOADER	HOURS	2	2	4	8
10		2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOURS	2	2	4	8
11		2211.507	AGGREGATE BASE CLASS 5	CU YARD			200	200
12		2215.504	FULL DEPTH RECLAMATION	SQ YD			3644	3644
13		2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (RESIDENTIAL)	SQ YD			806	806
14		2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2;C)	TON	96	66	155	317
15		2540.602	MAILBOX SUPPORT	EACH	6	3	35	44
16		2565.501	TRAFFIC CONTROL	LUMP SUM	0.25	0.25	0.5	1
17		2573.503	SEDIMENT CONTROL LOG	LIN FT			2438	2438
18		2573.503	SILT FENCE	LIN FT			335	335
19		2574.507	SCREENED TOPSOIL BORROW (CV)	CU YD	3	15	522	540
20		2574.508	FERTILIZER TYPE 1	POUND	7	28	120	155
21		2575.505	SEEDING	ACRE	0.02	0.08	0.4	0.5
22		2575.508	SEED MIXTURE RESIDENTIAL TURF GRASS	POUND	4	16	80	100
23		2575.508	HYDRAULIC REINFORCED FIBER MATRIX	POUND	78	312	1560	1950

DRAFT



DRAWN BY:
AMS
CHECKED BY:
ADB

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALEX D BITTER UC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

SEQ

3

PROJECT #: 2025-12031

© 2025 WIDSETH FILE: W:\PROJECTS\CITY OF LAKE SHORE\325108\2025-12031\04 DESIGN\CIVIL\CADD\3_SEQ.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

GENERAL UTILITY NOTES:

- THE CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS PRIOR TO CONSTRUCTION AND NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR INCONSISTENCIES WITH THE PLAN.
- UNLESS OTHERWISE NOTED, ALL MATERIALS, CONSTRUCTION TECHNIQUES AND TESTING SHALL CONFORM TO THE "STANDARD SPECIFICATIONS FOR TRENCH EXCAVATION AND BACKFILL / SURFACE RESTORATION, WATERMAIN AND SERVICE LINE INSTALLATION AND SANITARY SEWER AND STORM SEWER INSTALLATION" AS PUBLISHED BY THE CITY ENGINEERS ASSOCIATION OF MINNESOTA AND TO THE STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND "MATERIALS LAB SPECIFICATIONS" AS PUBLISHED BY THE MINNESOTA DEPARTMENT OF TRANSPORTATION (LATEST EDITION). THE CONTRACTOR SHALL BE REQUIRED TO FOLLOW ALL PROCEDURES AS OUTLINED BY THE LOCAL AGENCY.
- THE CONTRACTOR SHALL RECEIVE THE NECESSARY PERMISSION/PERMITS FOR ALL WORK LOCATED OUTSIDE OF MUNICIPAL PROPERTY LIMITS.
- THE CONTRACTOR SHALL VERIFY EXISTING INVERT LOCATIONS & ELEVATIONS PRIOR TO BEGINNING CONSTRUCTION.
- THE CONTRACTOR SHALL CONTACT "GOPHER STATE ONE CALL" FOR UTILITY LOCATIONS PRIOR TO EXCAVATION.

UTILITY QUALITY LEVEL DEFINITIONS

- **UTILITY QUALITY LEVEL A:** PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY THE ACTUAL EXPOSURE (OR VERIFICATION OF PREVIOUSLY EXPOSED AND SURVEYED UTILITIES) AND SUBSEQUENT MEASUREMENT OF SUBSURFACE UTILITIES, USUALLY AT A SPECIFIC POINT. MINIMALLY INTRUSIVE EXCAVATION EQUIPMENT IS TYPICALLY USED TO MINIMIZE THE POTENTIAL FOR UTILITY DAMAGE. A PRECISE HORIZONTAL AND VERTICAL LOCATION, AS WELL AS OTHER UTILITY ATTRIBUTES, IS SHOWN ON PLAN DOCUMENTS. ACCURACY IS TYPICALLY SET TO 15-MM VERTICAL AND TO APPLICABLE HORIZONTAL SURVEY AND MAPPING ACCURACY AS DEFINED OR EXPECTED BY THE PROJECT ENGINEER.
- **UTILITY QUALITY LEVEL B:** INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. QUALITY LEVEL B DATA SHOULD BE REPRODUCIBLE BY SURFACE GEOPHYSICS AT ANY POINT OF THEIR DEPICTION. THIS INFORMATION IS SURVEYED TO APPLICABLE TOLERANCES DEFINED BY THE PROJECT AND REDUCED ONTO PLAN DOCUMENTS.
- **UTILITY QUALITY LEVEL C:** INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGMENT IN CORRELATING THIS INFORMATION TO QUALITY D INFORMATION.
- **UTILITY QUALITY LEVEL D:** INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

UTILITY OWNERS:

- **CITY UTILITIES**
 - CITY OF LAKE SHORE 320-232-5787
- **OTHER UTILITIES**
 - CROW WING COOP 218-821-7672
 - CHARTER COMMUNICATIONS 800-811-7981
 - TDS TELECOM 218-821-7672
 - XCEL ENERGY 800-848-7558
 - CENTURY LINK 800-778-9140
 - MINNESOTA POWER 800-778-9140
 - CONSOLIDATED TELEPHONE 218-821-7672

GRADING:

1. EXISTING TOPSOIL SHALL BE SALVAGED, PULVERIZED AND SUBSEQUENTLY PLACED ON DISTURBED AREAS IN ACCORDANCE WITH M/DOT SPECIFICATION 2575.
2. SUITABLE MATERIAL SHALL BE DEFINED AS ANY GRANULAR MINERAL SOIL ENCOUNTERED IN THE PROJECT EXCAVATIONS OR BORROW THAT MEETS THE REQUIREMENTS OF M/DOT SPECIFICATION 3149.2B1, GRANULAR BORROW.
3. UNSUITABLE MATERIAL SHALL BE DEFINED AS ANY NON-GRANULAR SOILS SUCH AS LOAM, PEAT, MUCK, TOPSOIL, OR OTHER ORGANIC MATERIAL.
4. THE GRADING GRADE IS THE BOTTOM OF THE CLASS 5 AGGREGATE BASE.
5. IF ANY UNSUITABLE MATERIAL IS ENCOUNTERED IN THE UPPER 4 FEET OF THE GRADING GRADE, IT SHALL BE REMOVED. UNSUITABLE MATERIAL SHALL NOT BE PLACED WITHIN A 1:1.5 SLOPE DRAWN DOWN AND OUTWARD FROM THE INTERSECTION OF THE BOTTOM OF THE GRADING MATERIAL AND THE INSLOPE.

BASIS FOR ESTIMATED QUANTITIES	
BITUMINOUS WEARING COURSE	
BITUMINOUS MIXTURE	115 LBS./SQ.YD. - INCH THICKNESS)
BITUMINOUS TACK COAT	0.05 GAL./SQ. YD.
TURF ESTABLISHMENT	
SEED - RESIDENTIAL TURFGRASS	200 LBS/ACRE
HYDRAULIC REINFORCED FIBER MATRIX	3,900 LBS/ACRE
FERTILIZER, TYPE 1 (20-10-20)	350 LBS/ACRE

© 2025 WIDSETH. FILE: \\A:\PROJECTS\CITY OF LAKE SHORE-32508\2025-12031\04 DESIGN\CIVIL\CADD\4 STANDARD NOTES AND CHARTS.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT



DRAWN BY:
AMS
CHECKED BY:
ADB

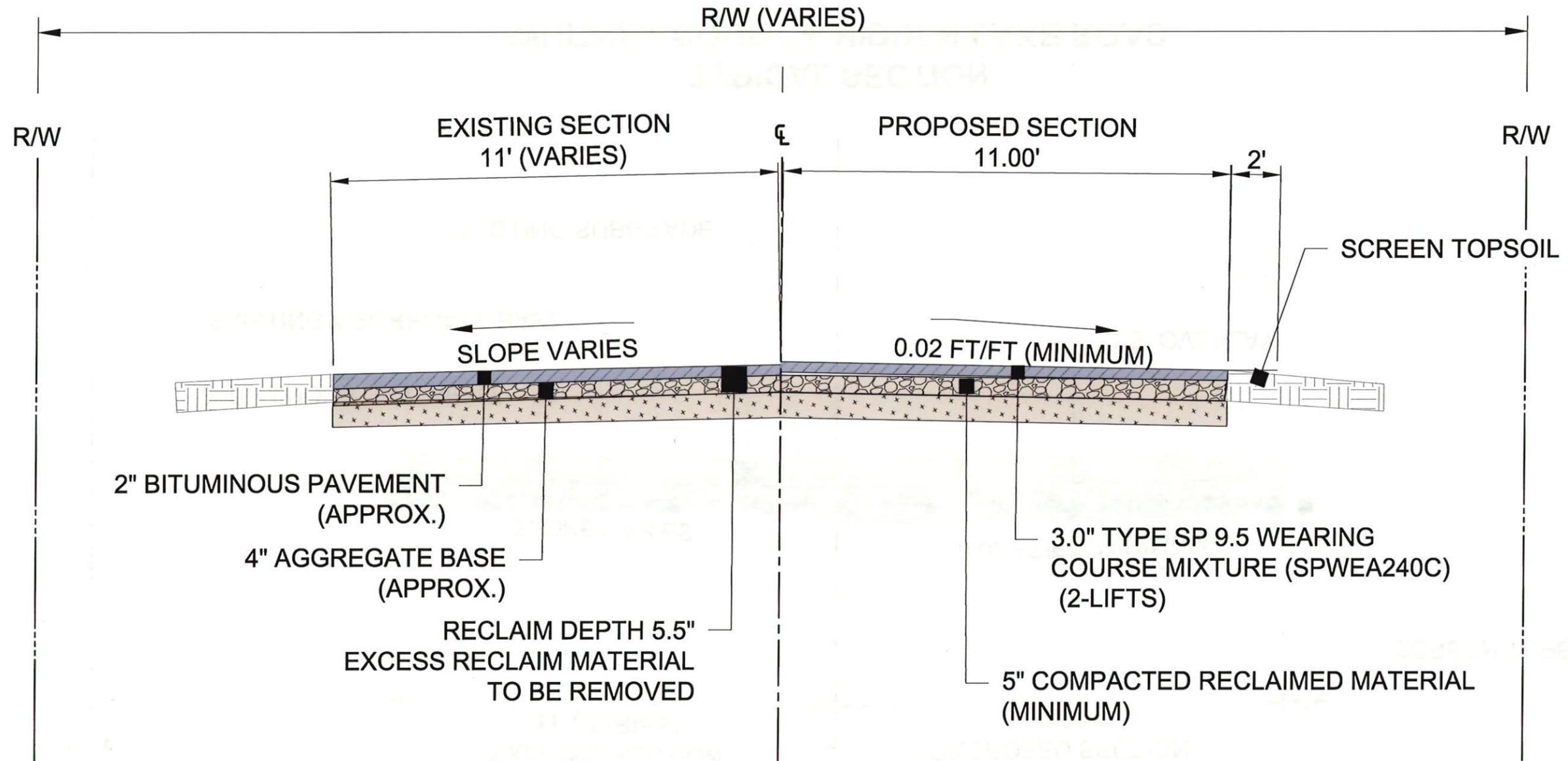
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

STANDARD NOTES AND TABLES



TYPICAL SECTION - BIRCHWOOD HILLS ROAD

DRAFT



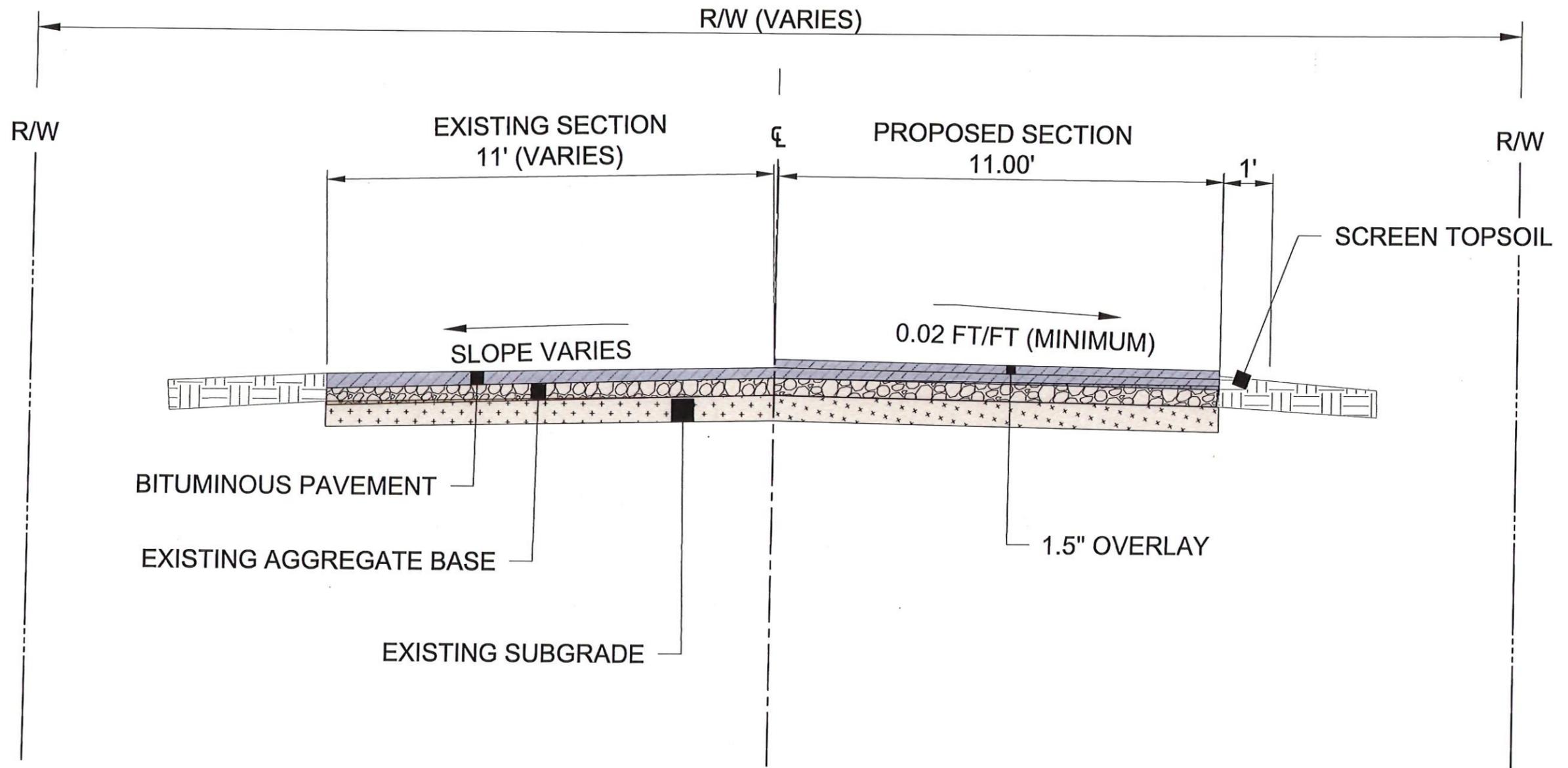
DRAWN BY: AMS
 CHECKED BY: ADB
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 ALEX D BITTER LC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

TYPICAL SECTION FOR BIRCHWOOD HILLS ROAD

© 2025 WIDSETH ARCHITECTS, ENGINEERS, SCIENTISTS, SURVEYORS. FILE: W:\PROJECTS\CITY OF LAKE SHORE\32508\2025-12031\04 DESIGN\CIVIL\CADD\5 TYPICAL SECTION SHEET FOR BIRCHWOOD HILLS ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026



**TYPICAL SECTION
WHITNEY COURT & HIDDEN LAKE ROAD**

© 2025 WIDSETH, FILE: W:\PROJECTS\CITY OF LAKE SHORE\2025-12031\04 DESIGN\CIVIL\CADD'S TYPICAL SECTION SHEET FOR BIRCHWOOD HILLS ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT



DRAWN BY:
AMS
CHECKED BY:
ADB

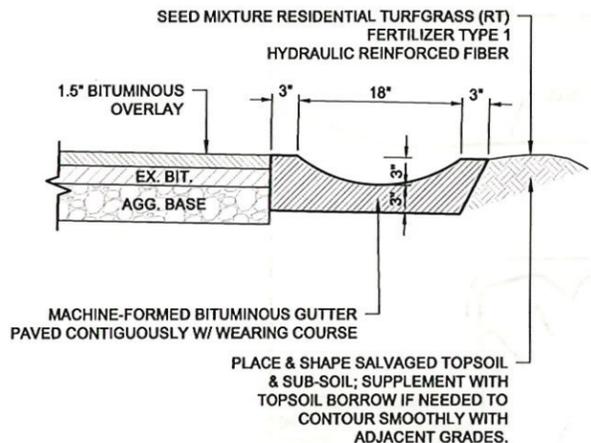
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALEX BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

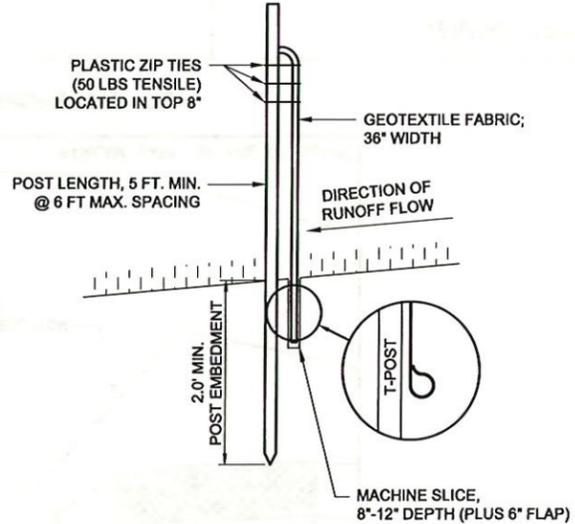
2026 LAKE SHORE STREET IMPROVEMENTS

TYPICAL SECTION FOR OVERLAY

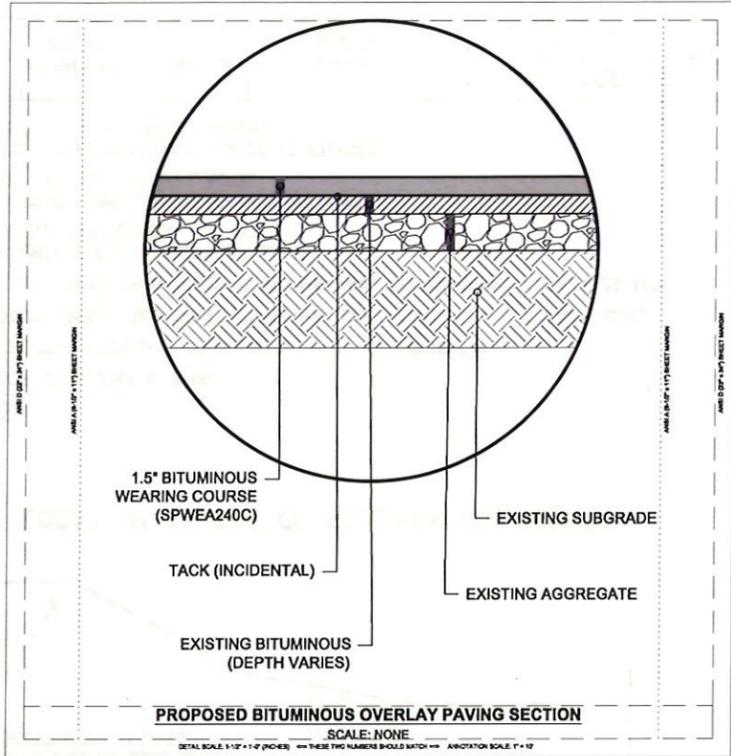


NOTE:
1. MAINTAIN EXISTING ROAD CROWN CROSS-GRADE TO GUTTER.

BITUMINOUS GUTTER DETAIL
SCALE: NONE

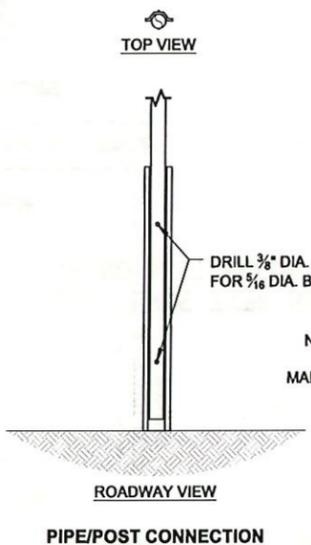


SILT FENCE DETAIL - MACHINE SLICED
SCALE: NONE

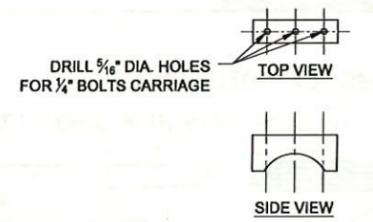


PROPOSED BITUMINOUS OVERLAY PAVING SECTION
SCALE: NONE

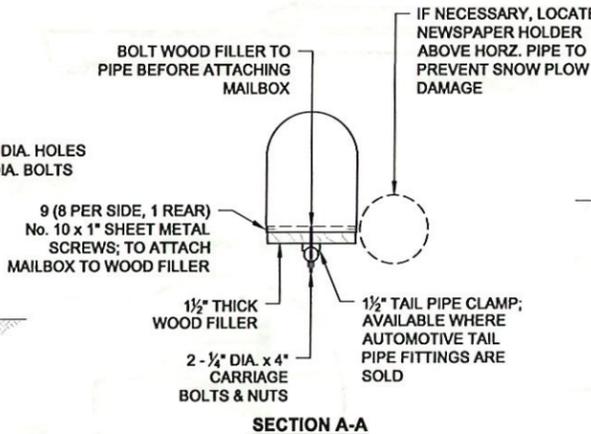
NOTE:
1. MAILBOX LOCATION SHOULD BE STAKED BEFORE INSTALLATION FOR PROPER HEIGHT & DISTANCE FROM THE ROADWAY. ONCE STAKED THE INSTALLER MUST NOTIFY THE ENGINEER & THE POST OFFICE. THE ENGINEER & POSTMASTER/MAIL CARRIER WILL BE ALLOWED 48 HOURS TO REVIEW & MODIFY THE STAKED LOCATION PRIOR TO FINAL INSTALLATION.
2. THE MAILBOX TO BE 8" TO 12" OUTSIDE THE EDGE OF SHOULDER OR 6" FROM FACE OF CURB.
3. NO MORE THAN THREE MAILBOXES SPACED 30" CENTER TO CENTER ARE TO BE USED IN ONE LOCATION.



PIPE/POST CONNECTION



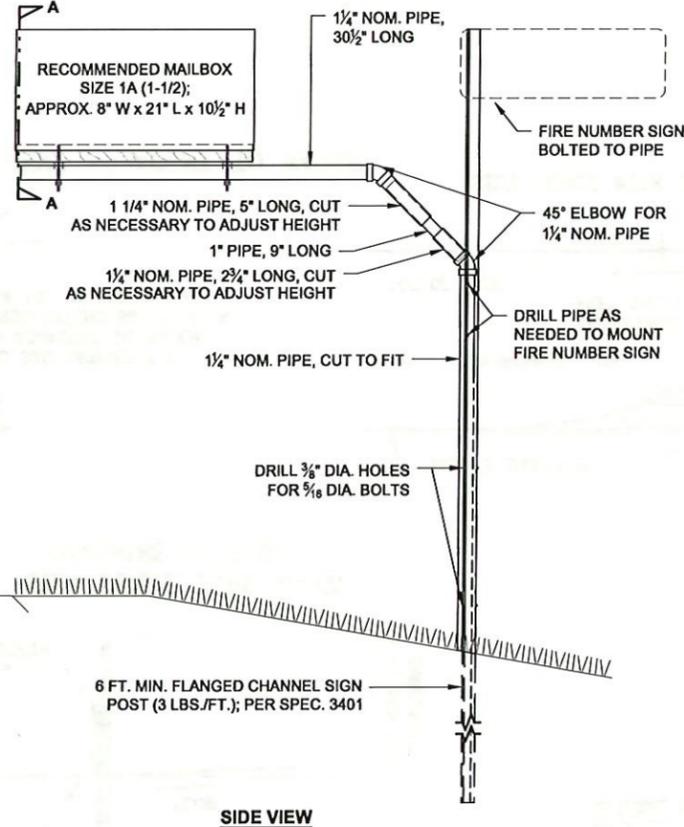
TAIL PIPE CLAMP



SECTION A-A

MAILBOX SUPPORT WITH OPTIONAL FIRE NUMBER SIGN DETAIL

SCALE: NONE



SIDE VIEW

© 2025 WIDSETH ARCHITECTS, INC. FILE: WA\PROJECTS\CITY OF LAKE SHORE\32508\2025-12031\04 DESIGN\CIVIL\CADD\6 DETAILS.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

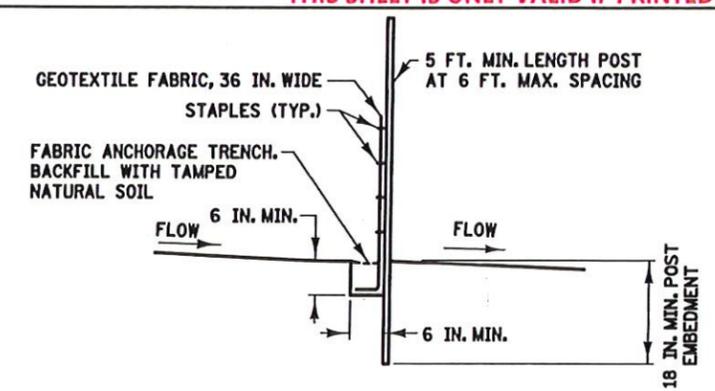
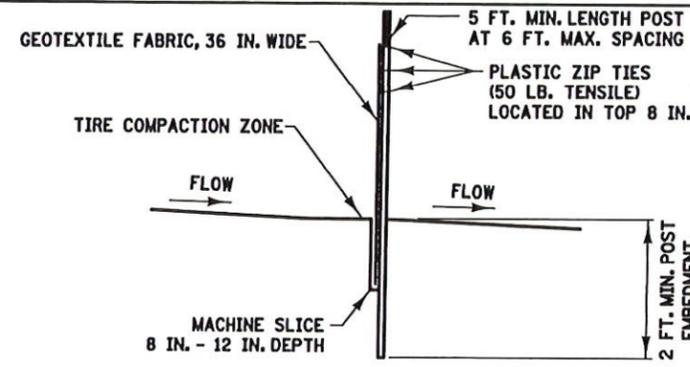
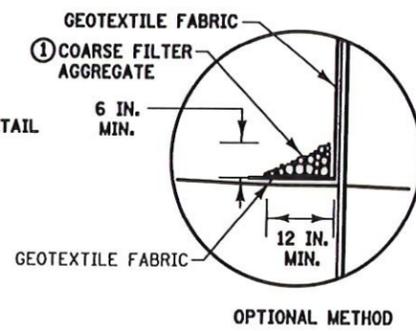
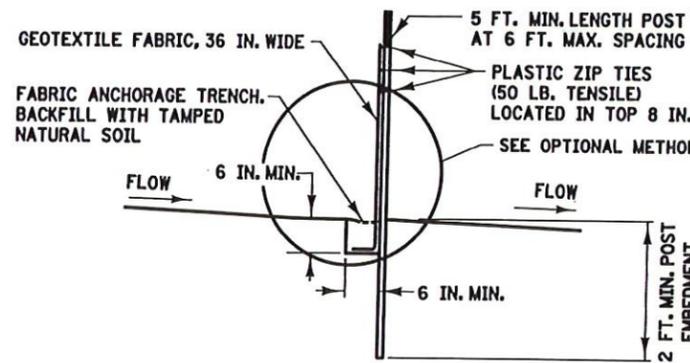
DRAWN BY: AMS
CHECKED BY: ADB
ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

DETAILS

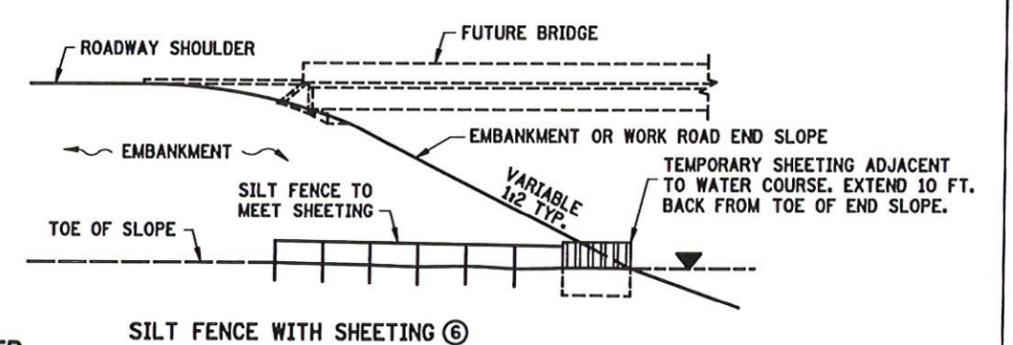
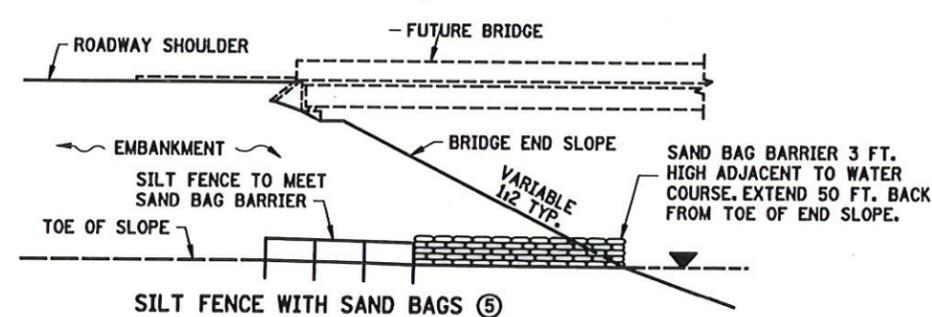
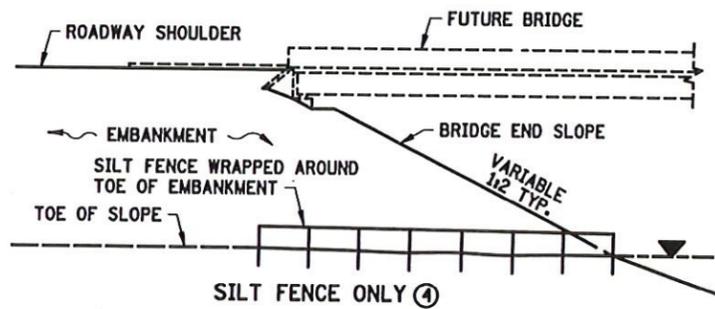
6
PROJECT #: 2025-12031



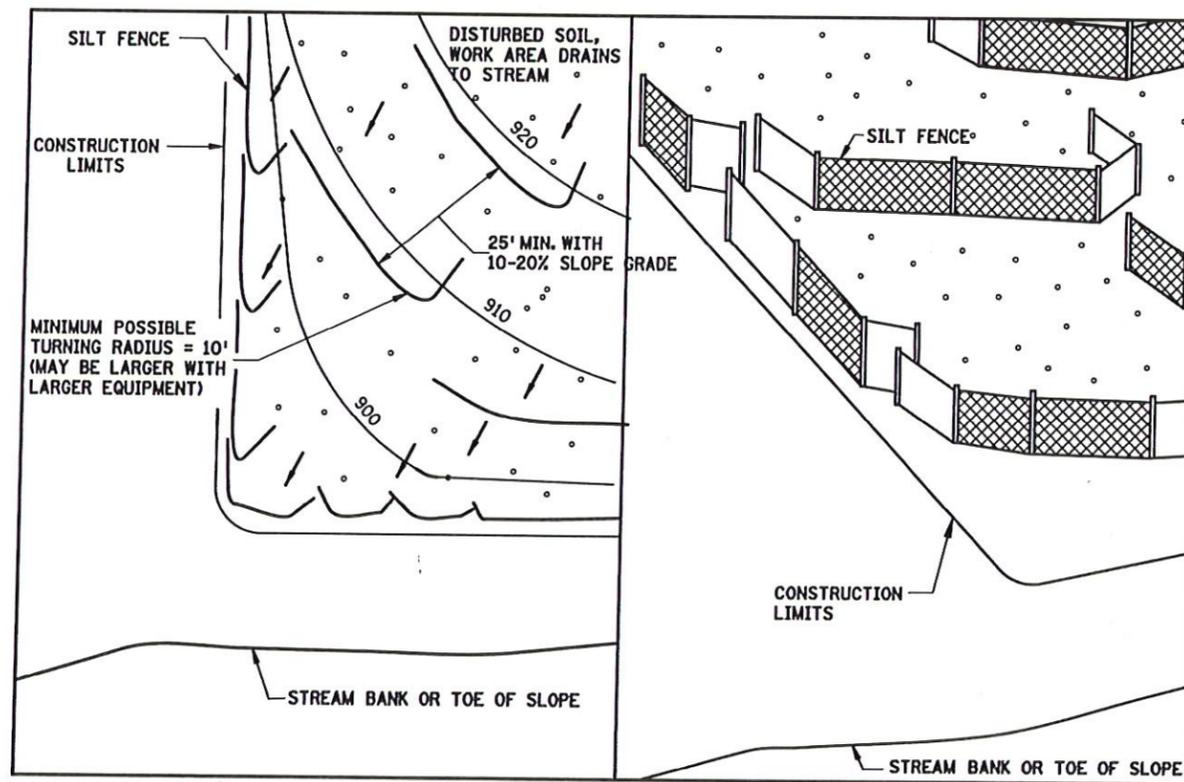
SILT FENCE TYPE HI ② (HAND INSTALLED)

SILT FENCE TYPE MS ② (MACHINE SLICED)

SILT FENCE TYPE PA ③ (PREASSEMBLED)



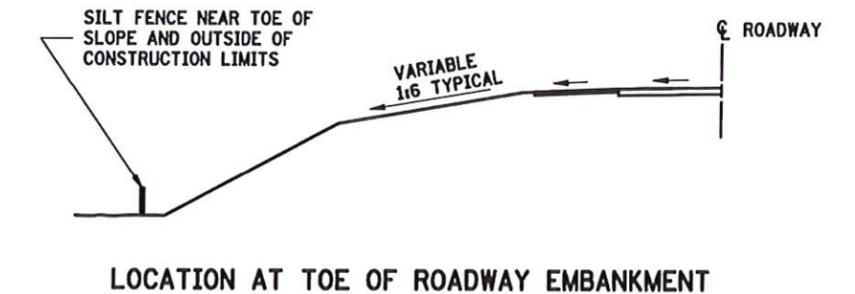
INSTALLATION AT BRIDGE EMBANKMENT ADJACENT TO WATER



PLAN VIEW

J-HOOK INSTALLATION

PERSPECTIVE VIEW



NOTES:

- SEE SPECS. 2573, 3149 & 3886.
- ① COARSE FILTER AGGREGATE (SPEC. 3149) SHALL BE INCIDENTAL.
- ② TO PROTECT AREAS FROM SHEET FLOW, MAXIMUM CONTRIBUTING AREA: 1 ACRE.
- ③ TO PROTECT AREAS FROM SHEET FLOW, MAXIMUM CONTRIBUTING AREA: 0.25 ACRE.
- ④ WATER COURSE FLOW VELOCITY: STANDING. CONTRIBUTING SLOPE AREA: 1/2 ACRE.
- ⑤ WATER COURSE FLOW VELOCITY: 1 TO 7 FT./SEC. CONTRIBUTING SLOPE AREA: 1 ACRE.
- ⑥ WATER COURSE FLOW VELOCITY: 8 TO 15 FT./SEC. CONTRIBUTING SLOPE AREA: 3 ACRES.

LEAD EXPERT OFFICE
 LYNN CLARKOWSKI
 CHIEF ENVIRONMENTAL OFFICER
 OFFICE OF ENVIRONMENTAL STEWARDSHIP

DRAFT

WIDSETH
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
 CHECKED BY: ADB
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

TEMPORARY SEDIMENT CONTROL
 SILT FENCE

APPROVED: 02-28-2017
 REVISED:

THOMAS STYRBICKI
 STAFF DESIGN ENGINEER

STANDARD PLAN
 5-297.405

6 OF 8

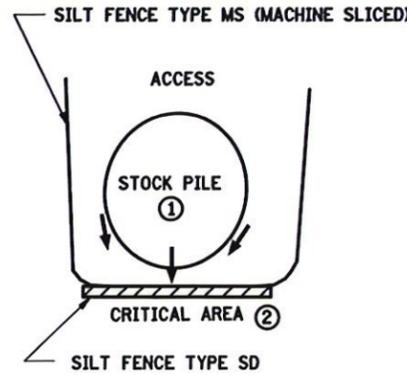
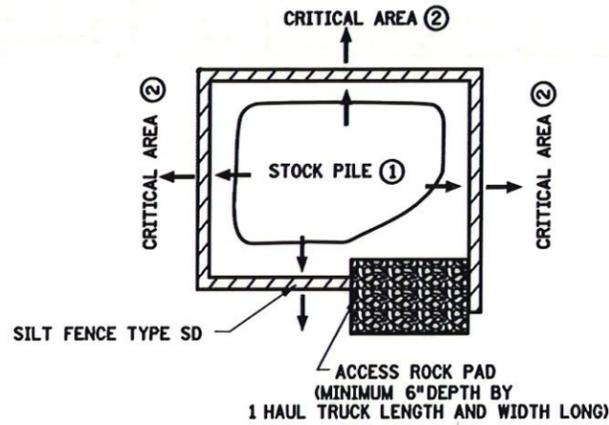
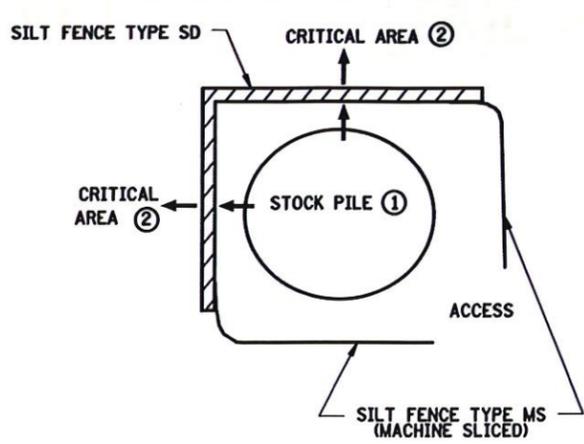
2026 LAKE SHORE STREET IMPROVEMENTS

DETAILS

8

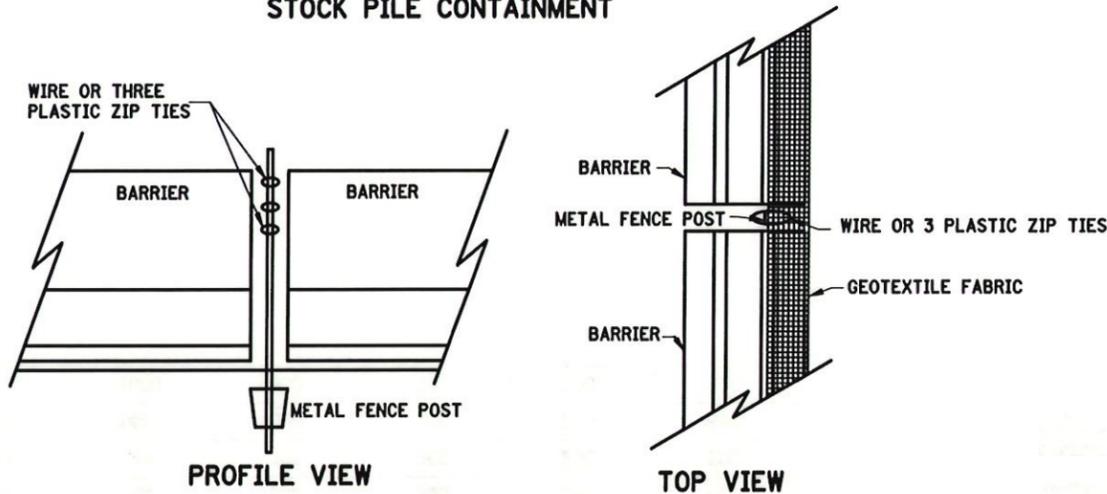
PROJECT #: 2025-12031

© 2026 WIDSETH. FILE: \\DATA\WIDSETH\FILES\SPACE PROJECTS\CITY OF LAKE SHORE-32508\2025-12031\04-DESIGN\CIVIL\CADD\8 DETAILS.DWG. PLOTTED BY: ALEX BITTER, February 13, 2026

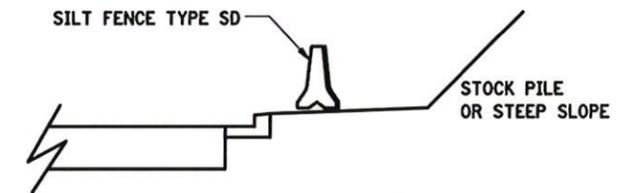


STOCKPILE SEDIMENT CONTROL

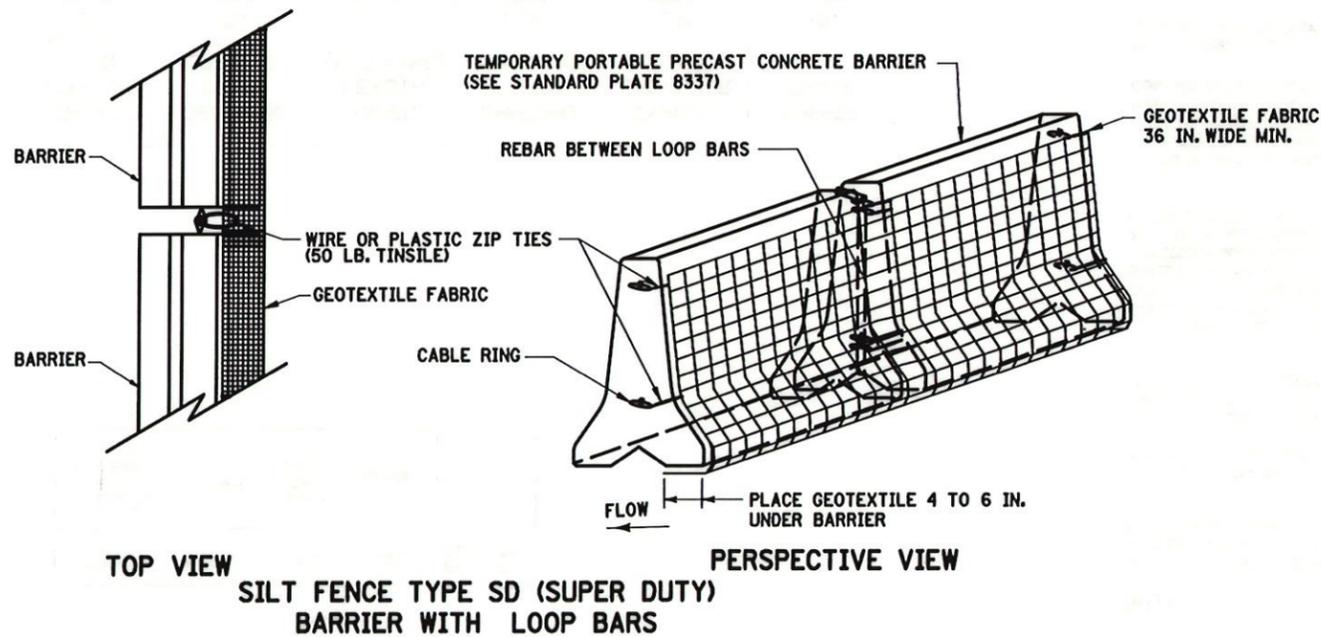
STOCK PILE CONTAINMENT



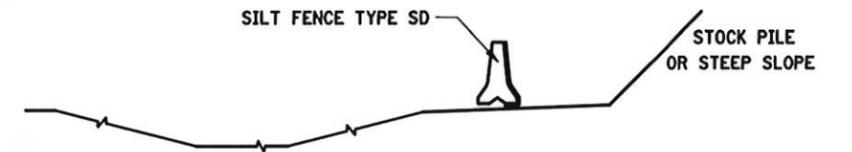
PROFILE VIEW
TOP VIEW
SILT FENCE TYPE SD (SUPER DUTY)
BARRIER WITHOUT LOOP BARS



CURB AND GUTTER PROTECTION SYSTEM



TOP VIEW
PERSPECTIVE VIEW
SILT FENCE TYPE SD (SUPER DUTY)
BARRIER WITH LOOP BARS



DITCH PROTECTION SYSTEM

NOTES:

SEE SPECS. 2533, 2573 & 3886.

SILT FENCE TYPE SD USED TO PROTECT CRITICAL AREAS FROM SHEET FLOW, AND AREAS WHERE OTHER SILT FENCES CANNOT BE PLACED. MAXIMUM CONTRIBUTING AREA: 1 ACRE.

PLACE SILT FENCE TYPE SD ALONG A CONSTANT ELEVATION.

SILT FENCE TYPE SD CAN UTILIZE EITHER A CONCRETE, OR WATER FILLED, TEMPORARY MEDIAN BARRIER.

① PLACING STOCK PILES NEXT TO AN ENVIRONMENTALLY SENSITIVE AREA IS NOT RECOMMENDED. WHEN THERE ARE NO FEASIBLE ALTERNATIVES, PLACE SILT FENCE SD AS SHOWN OR AS DIRECTED BY THE ENGINEER.

② CRITICAL AREAS INCLUDE WETLANDS, JUDICIAL DITCHES, STREAMS, WATER BODIES, AND OTHER AREAS REQUIRING PROTECTION.

LEAD EXPERT OFFICE
LYNN CLARKOWSKI
CHIEF ENVIRONMENTAL OFFICER
OFFICE OF

TEMPORARY SEDIMENT CONTROL
SUPER DUTY SILT FENCE

APPROVED: 02-28-2017
REVISED:

Rom Styrbicki
THOMAS STYRBICKI

STANDARD PLAN

7 OF 8

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
CHECKED BY: ADB
ALEX D BITTER UC NO: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

DETAILS

9

PROJECT #: 2025-12031

DRAFT

C:\2025 WIDSETH FILES\PROJECTS\CITY OF LAKE SHORE\32508\2025-12031\04 DESIGN\CIVIL\CADD\9 DETAILS.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

SIGN OR DEVICE	SIGN NO.	COLOR	SIZE	ESTIMATED QUANTITY
	W20-1	BLACK ON ORANGE	48"x48"	3

POSTED SPEED LIMIT PRIOR TO WORK STARTING MPH	ADVANCE WARNING SIGN SPACING (A) FEET	DECISION SIGHT SPACING (D) FEET	TAPER LENGTH (12FT LANE) (L) FEET	SHIFTING TAPER (12FT LANE) (L/2) FEET	TYPICAL SHOULDER TAPER (L/3) FEET	BUFFER SPACE (B) FEET
0 - 30	G = 25 FT.	100	200	100	75	200
35 - 40		325	325	175	125	305
45 - 50	G = 50 FT.	600	600	300	200	425
55		750	700	350	250	500
60 - 65		1000	800	400	275	650
70 - 75		1200	900	450	300	820

NOTES:

ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.

THE EXACT LOCATION OF TRAFFIC CONTROL DEVICES WILL BE DETERMINED BY THE CONTRACTOR, SUBJECT TO THE APPROVAL OF THE ENGINEER.

ALL TRAFFIC CONTROL DEVICES SHOWN, ON THE "WORK SITE PLAN", THIS SHEET, UNLESS OTHERWISE INDICATED, SHALL BE FURNISHED, INSTALLED, MAINTAINED, REMOVED BY, AND REMAIN PROPERTY OF CONTRACTOR.

UNLESS OTHERWISE DIRECTED BY THE ENGINEER, ALL SIGNS SHOWN (EXCEPT BARRICADE MOUNTED SIGNS) SHALL BE FASTENED TO TWO UPRIGHT POSTS EXTENDED FROM TWO DRIVEN GROUND POSTS. MOUNTING OF ALL SIGNS SHALL CONFORM TO THE MOUNTING REQUIREMENTS OF SECTION 2A.21 OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES. ALL SIGNS SHALL CONFORM TO THE HEIGHT REQUIREMENTS OF SECTION 2A.18 OF THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

ALL WARNING SIGNS SHALL HAVE BLACK LETTERS ON ORANGE COLORED, DIAMOND GRADE, RETROFLECTIVE SHEETING. REGULATORY SIGNS SHALL CONFORM IN LETTER SIZE AND COLOR TO THE REQUIREMENTS SPECIFIED IN THE MINNESOTA STANDARD SIGNS MANUAL, INCLUDING THE TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS (FIELD MANUAL).

TRAFFIC CONTROL SIGNS MAY BE INSTALLED ON PORTABLE STANDS IN LOCATIONS APPROVED BY THE ENGINEER.

CONSTRUCTION ZONE SIGNING IS ALSO THE RESPONSIBILITY OF THE CONTRACTOR. SIGNS REQUIRED INCLUDE, BUT ARE NOT LIMITED TO, ROAD CONSTRUCTION AHEAD, DIP, BUMP, FRESH OIL, FLAG PERSON, NUMBER OF SIGNS AND LOCATION DETERMINED BY CONTRACTOR'S OPERATION. ALL SIGNS SHALL CONFORM TO THE MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, INCLUDING THE TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS (FIELD MANUAL).

CONTRACTOR MUST HAVE A MINIMUM OF 5 EXTRA TYPE III BARRICADES, DRUMS, FLASHERS AND "ROAD CLOSED TO THRU TRAFFIC" SIGNS ON HAND TO BE USED AS NEEDED.

ANY EXISTING SIGNS THAT ARE CONFLICTING IN CONSTRUCTION ZONE AND ARE NOT REMOVED DUE TO CONSTRUCTION, SHALL BE COVERED (INCIDENTAL). SIGN COVERS SHALL BE CONSTRUCTED OF ALUM. PANELS INSTALLED WITH NYLON WASHERS BETWEEN THE SIGN & THE COVER. THE COVERS SHALL CAUSE NO DAMAGE TO THE SIGN PANEL THEY COVER.

STOP SIGNS REMOVED DURING CONSTRUCTION SHALL BE REPLACED WITH TEMPORARY STOP SIGNS IN LOCATIONS APPROVED BY THE ENGINEER. AT THE COMPLETION OF THE PROJECT, PERMANENT STOP SIGNS SHALL BE RE-INSTALLED IN LOCATIONS APPROVED BY THE ENGINEER.

ALL FLASHERS SHOULD BE ON SIDE NEAREST ROAD.

SIGN DIMENSIONS ARE IN ENGLISH UNITS

THE SIGNING AND CHANNELIZATION DEVICE TABULATION SHOWN IS FOR INFORMATIONAL PURPOSES. ADDITIONAL SIGNS AND DEVICES SHALL BE PROVIDED, AS REQUIRED, WITH NO ADJUSTMENT IN THE UNIT PRICE BID FOR ITEM "TRAFFIC CONTROL", LUMP SUM.

© 2025 WIDSETH. FILE: W:\PROJECTS\CITY OF LAKE SHORE-32508\2025-12031\04 DESIGN\CIVIL\CADD\TRAFFIC CONTROL NOTES & TABLE.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT



DRAWN BY:
AMS
CHECKED BY:
ADB

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALEX D BITTER UC NO: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

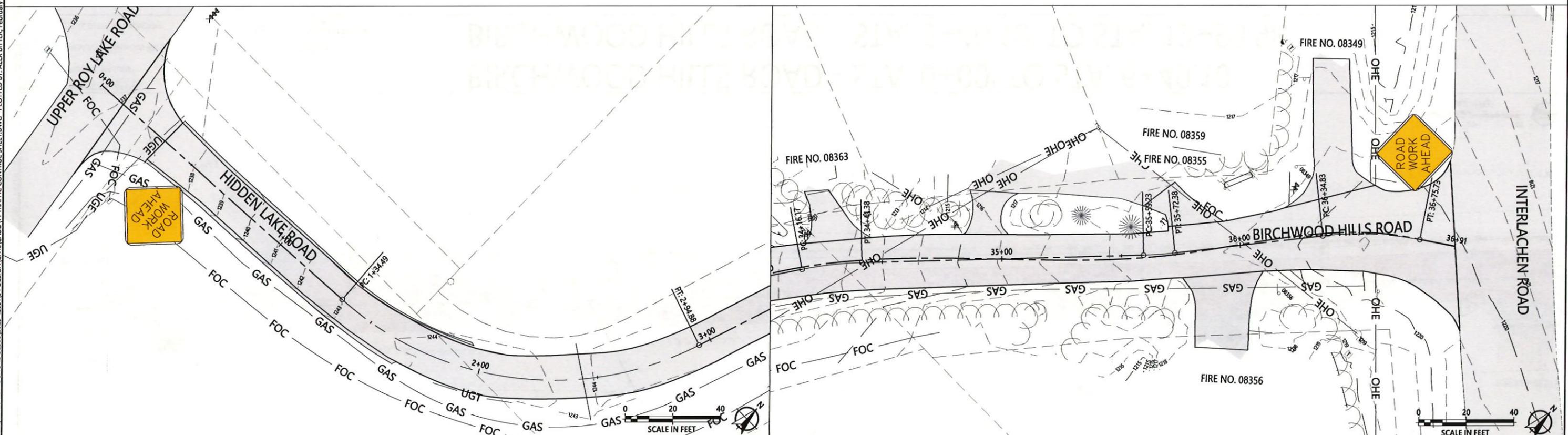
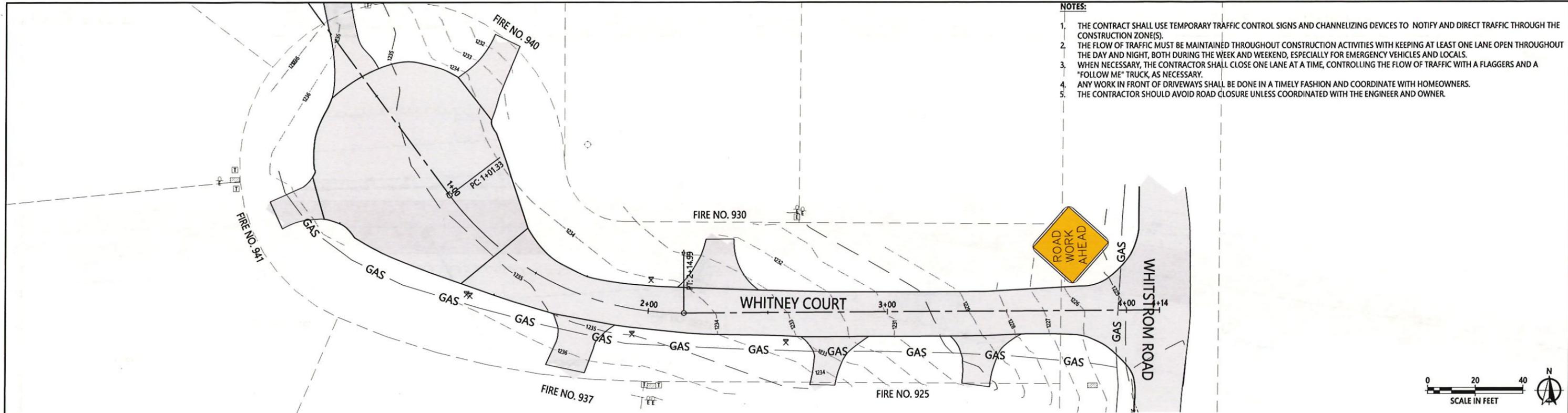
2026 LAKE SHORE STREET IMPROVEMENTS

TRAFFIC CONTROL NOTES & TABLES



NOTES:

1. THE CONTRACT SHALL USE TEMPORARY TRAFFIC CONTROL SIGNS AND CHANNELIZING DEVICES TO NOTIFY AND DIRECT TRAFFIC THROUGH THE CONSTRUCTION ZONE(S).
2. THE FLOW OF TRAFFIC MUST BE MAINTAINED THROUGHOUT CONSTRUCTION ACTIVITIES WITH KEEPING AT LEAST ONE LANE OPEN THROUGHOUT THE DAY AND NIGHT, BOTH DURING THE WEEK AND WEEKEND, ESPECIALLY FOR EMERGENCY VEHICLES AND LOCALS.
3. WHEN NECESSARY, THE CONTRACTOR SHALL CLOSE ONE LANE AT A TIME, CONTROLLING THE FLOW OF TRAFFIC WITH A FLAGGERS AND A "FOLLOW ME" TRUCK, AS NECESSARY.
4. ANY WORK IN FRONT OF DRIVEWAYS SHALL BE DONE IN A TIMELY FASHION AND COORDINATE WITH HOMEOWNERS.
5. THE CONTRACTOR SHOULD AVOID ROAD CLOSURE UNLESS COORDINATED WITH THE ENGINEER AND OWNER.



© 2025 WIDSETH ARCHITECTS, ENGINEERS, SCIENTISTS, SURVEYORS. CITY OF LAKE SHORE. PROJECT # 2025-12031.04. TRAFFIC CONTROL SHEET.DWG. PLOTTED BY: ALEX BITTER, February 13, 2025.

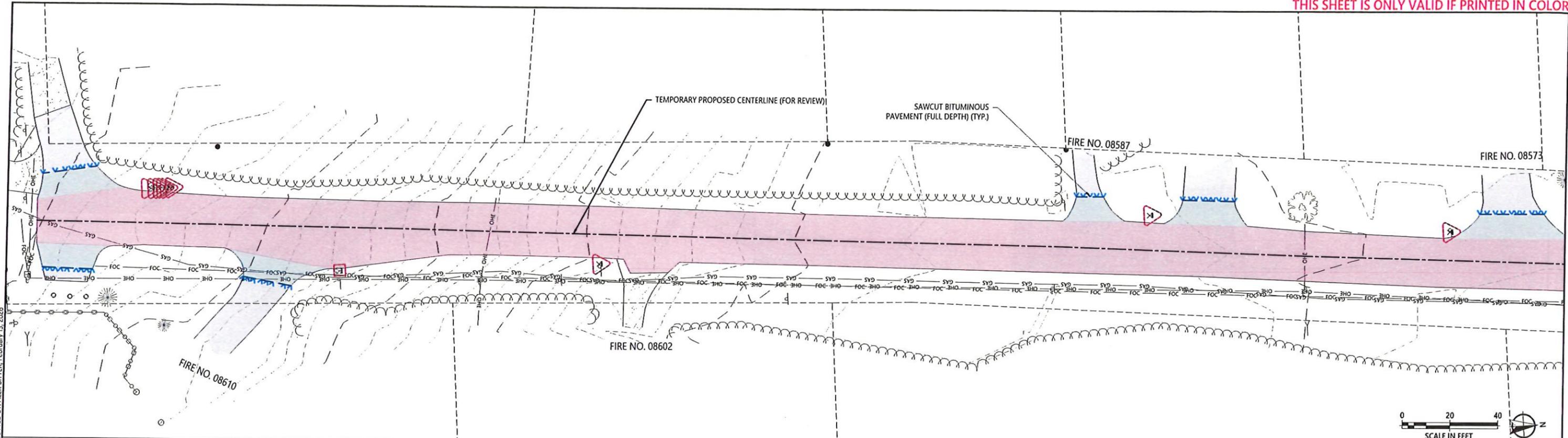
DRAFT

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
CHECKED BY: ADB
ALEX D BITTER
LIC. NO.: 57744
DATE:

DATE	REV#	REVISIONS DESCRIPTION

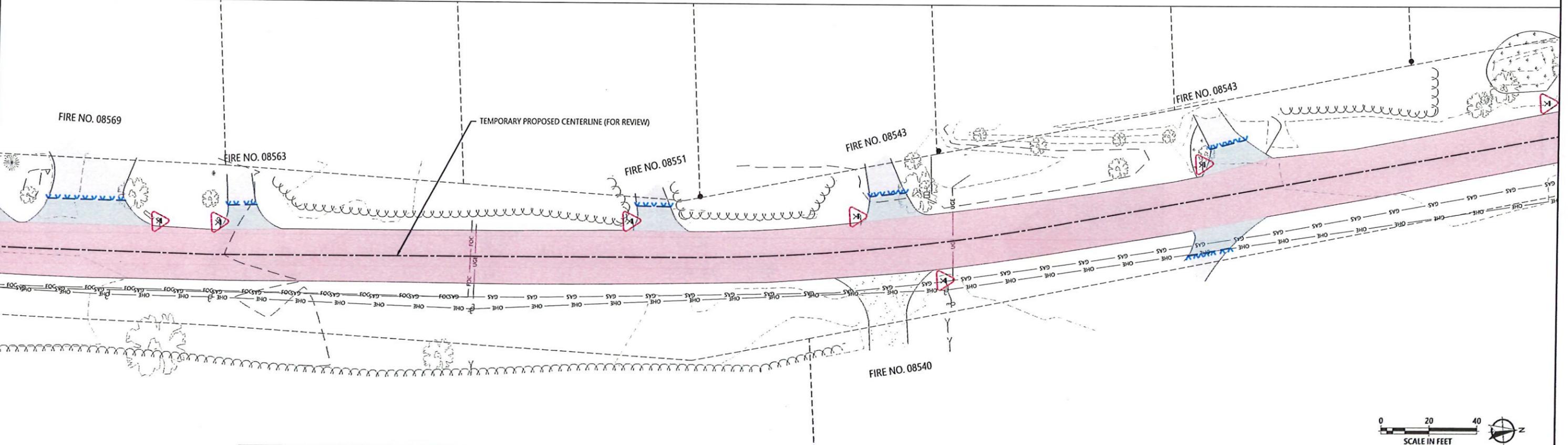
2026 LAKE SHORE STREET IMPROVEMENTS
TRAFFIC CONTROL PLAN



DEMOLITION & REMOVAL LEGEND

- REMOVE MAILBOX
- REMOVE BITUMINOUS PAVEMENT
- FULL DEPTH RECLAMATION
- PROTECT MAILBOX
- SAWING BITUMINOUS PAVEMENT (FULL DEPTH) (LF)

BIRCHWOOD HILLS ROAD - STA. 0+00' TO STA. 6+40.10'
BIRCHWOOD HILLS ROAD - STA. 6+40.10' TO STA. 12+93.98'



© 2026 WIDSETH. FILE: W:\PROJECTS\CITY OF LAKE SHORE\2025-1203104 DESIGN\CIVIL\EXISTING CONDITIONS AND REMOVALS FOR BIRCHWOOD HILLS ROAD.DWG. PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT



DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LIC. NO.: 57744 DATE:

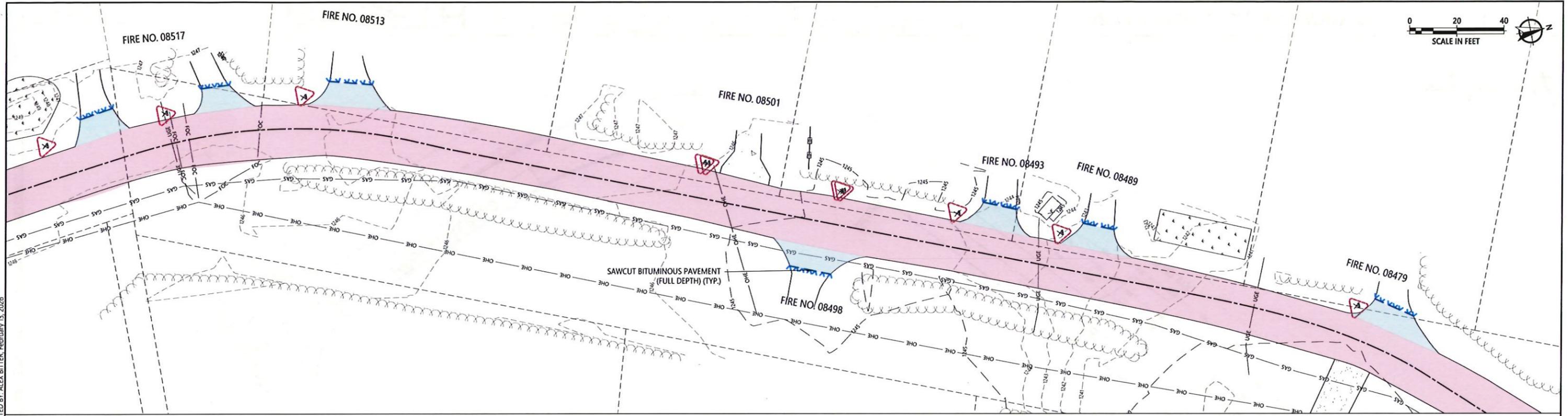
DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

EXISTING CONDITIONS AND REMOVALS

12

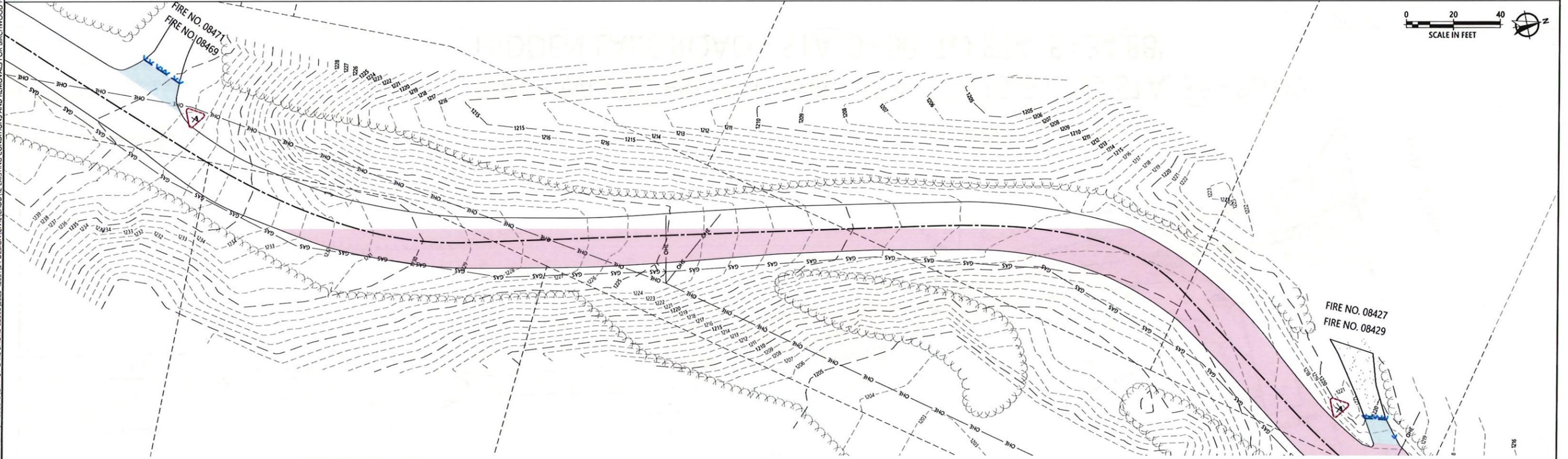
PROJECT #: 2025-12031



DEMOLITION & REMOVAL LEGEND

- RELOCATE ITEM (CALLOUT FOR ITEM TYPE)
- SAWING BITUMINOUS PAVEMENT (FULL DEPTH) (LF)
- REMOVE BITUMINOUS PAVEMENT
- FULL DEPTH RECLAMATION

BIRCHWOOD HILLS ROAD - STA. 12+73.03' TO STA. 19+18.66'
BIRCHWOOD HILLS ROAD - STA. 19+05.37' TO STA. 25+35.41'



DRAFT

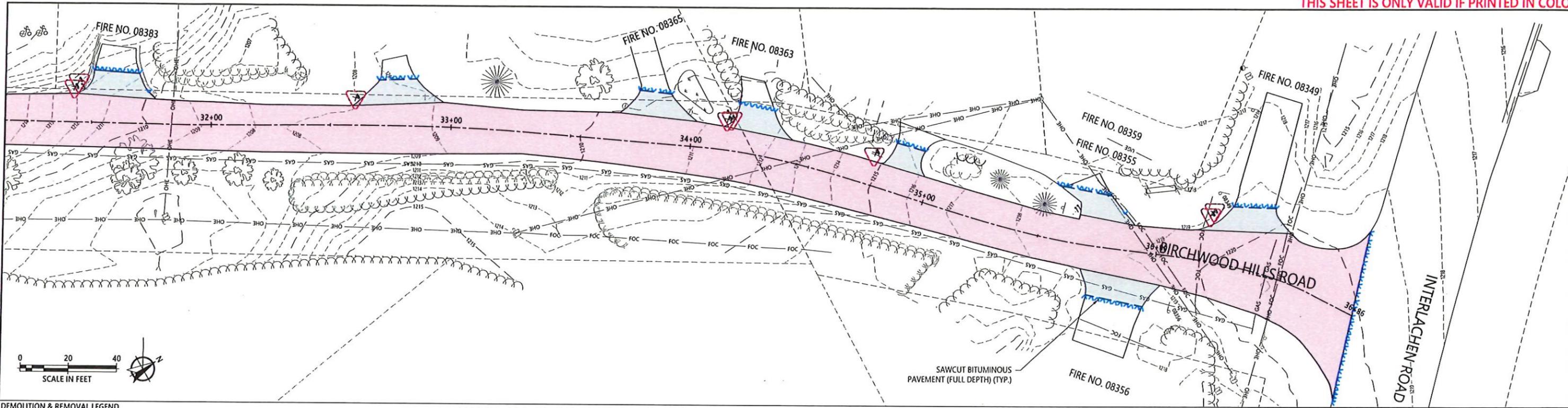
WIDSETH
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LC NO: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS
 EXISTING CONDITIONS AND REMOVALS

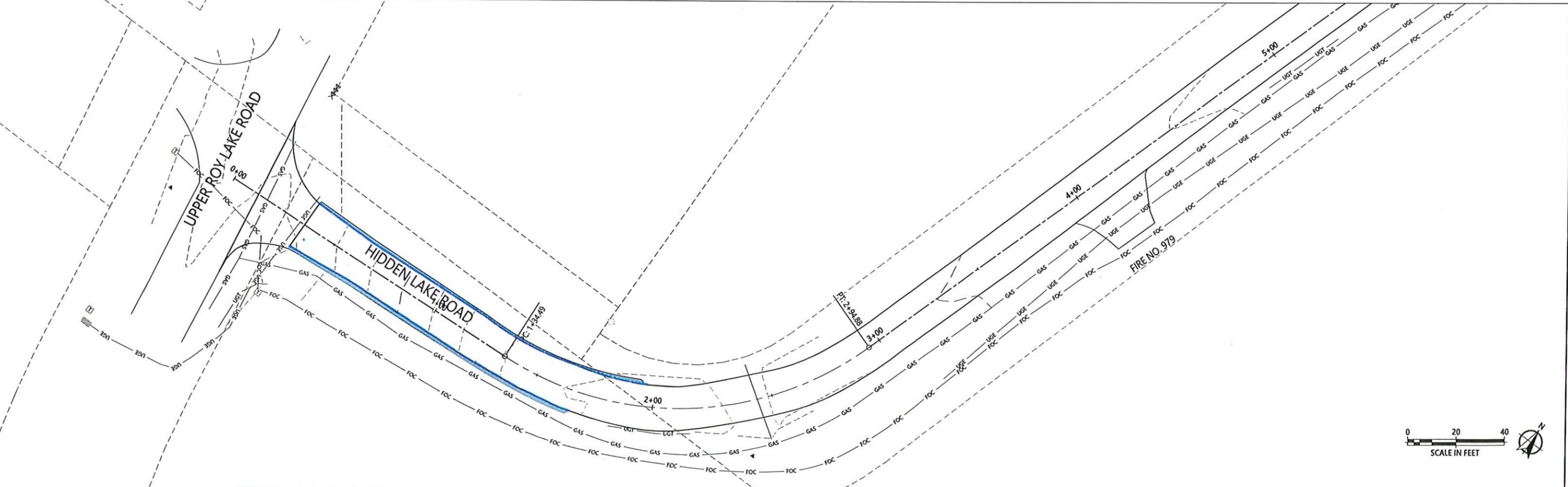
© 2025 WIDSETH FILE: W:\PROJECTS\CITY OF LAKE SHORE\2025-12031\04 DESIGN\CIVIL\CADD\12 EXISTING CONDITIONS AND REMOVALS FOR BIRCHWOOD HILLS ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026



DEMOLITION & REMOVAL LEGEND

	RELOCATE ITEM (CALLOUT FOR ITEM TYPE)
	SAWING BITUMINOUS PAVEMENT (FULL DEPTH) (LF)
	REMOVE BITUMINOUS PAVEMENT
	FULL DEPTH RECLAMATION

BIRCHWOOD HILLS ROAD - STA. 31+15.60' TO STA. 36+86.00'
HIDDEN LAKE ROAD - STA. 0+00' TO STA. 5+34.88'



© 2026 WIDSETH FILE: W:\PROJECTS\CITY OF LAKE SHORE\325081\2025-12031\04 DESIGN\CIVIL\CADD\13 EXISTING CONDITIONS AND REMOVALS FOR BIRCHWOOD HILLS ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT

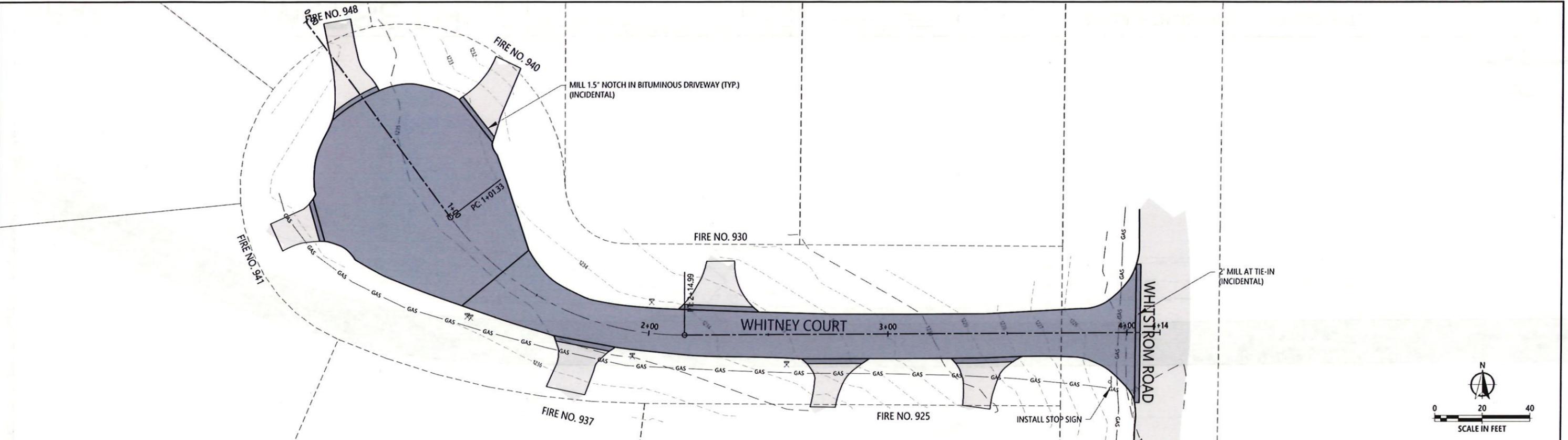


DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS

EXISTING CONDITIONS AND REMOVALS

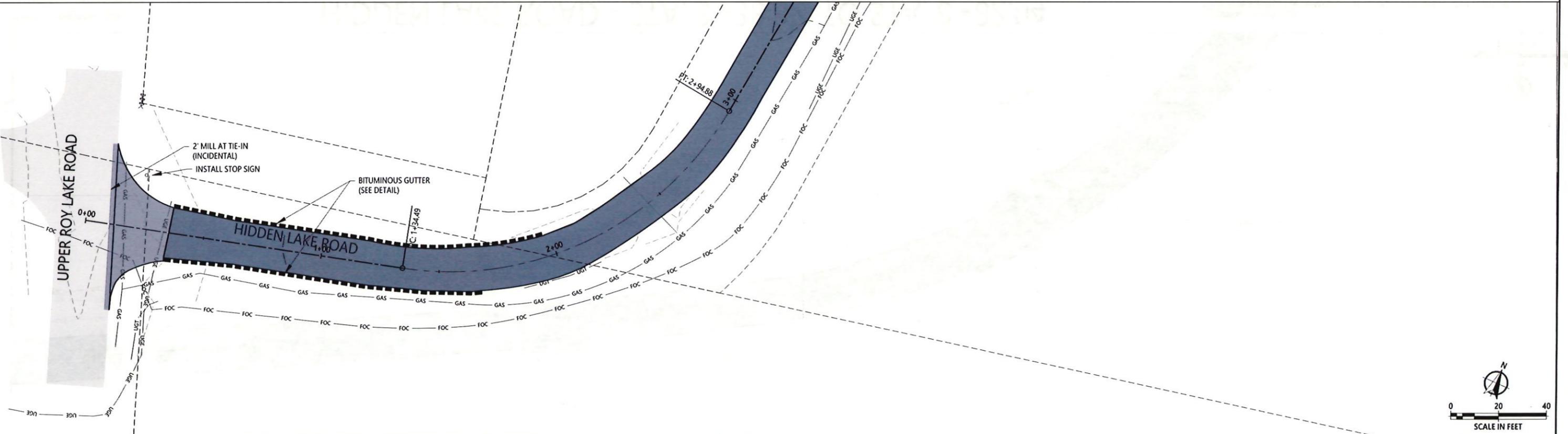


PROPOSED CONDITIONS LEGEND
 BITUMINOUS OVERLAY (1.5") (2% CROSS SLOPE)

WHITNEY COURT

HIDDEN LAKE ROAD - STA. 0+00' TO STA. 3+55.86'

SUBSURFACE UTILITY NOTE
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES." CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



DRAFT



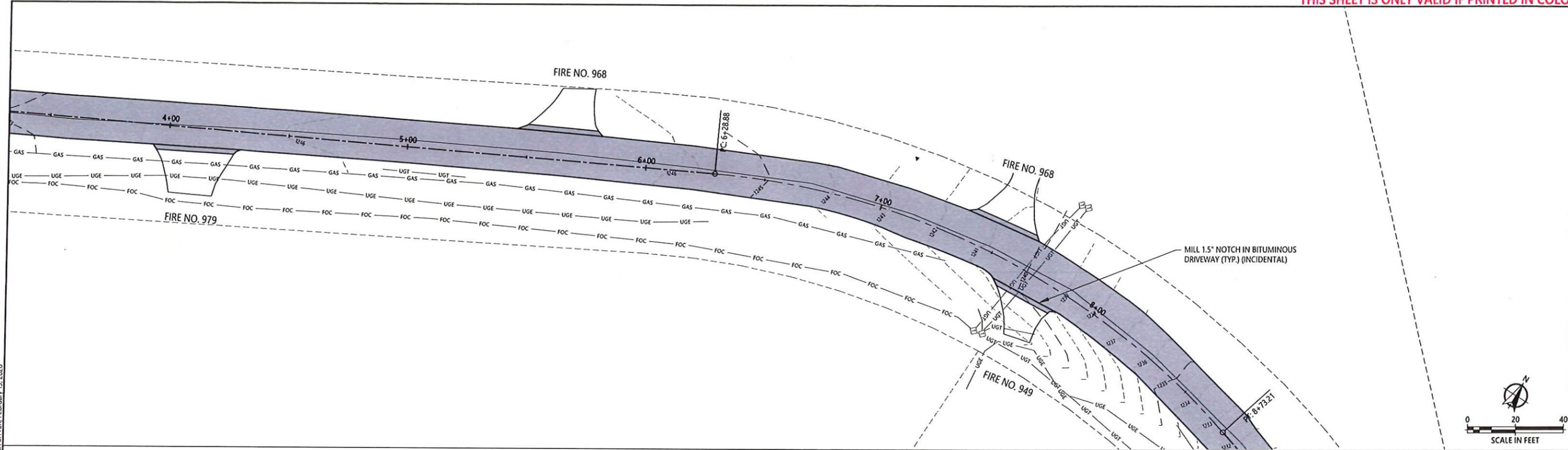
DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LIC NO: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS
 PROPOSED CONDITIONS FOR WHITNEY COURT AND HIDDEN LAKE ROAD

15
 PROJECT #: 2025-12031

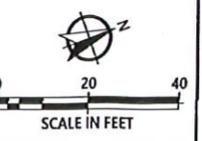
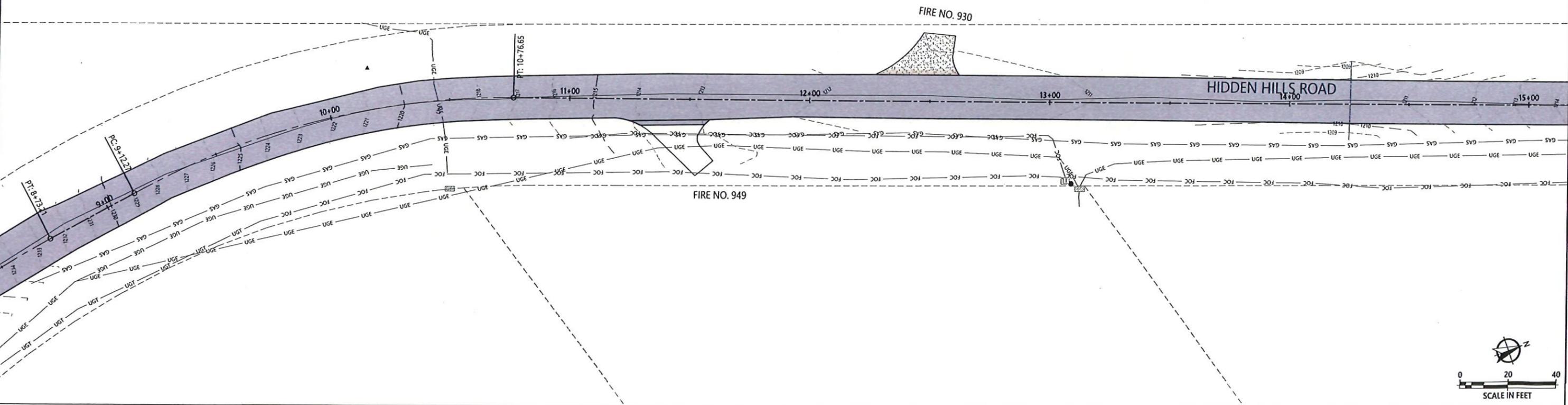
G:\2025 WIDSETH\PROJECTS\CITY OF LAKE SHORE\2025-12031\04 DESIGN\CIVIL\CADD\15 PROPOSED CONDITIONS FOR WHITNEY COURT AND HIDDEN LAKE ROAD.DWG - PLOTTED BY: ALEX BITTER - February 13, 2026



PROPOSED CONDITIONS LEGEND
 [Light Blue Box] AGGREGATE SURFACING
 [Dark Blue Box] BITUMINOUS OVERLAY (1.5" (2% CROSS SLOPE))

HIDDEN LAKE ROAD - STA. 3+38.32' TO STA. 8+82.04'
HIDDEN LAKE ROAD - STA. 8+52.78' TO STA. 14+65.43'

SUBSURFACE UTILITY NOTE
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES." CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



© 2026 WIDSETH, FILE: W:\PROJECTS\CITY OF LAKE SHORE\325081\2025-1203104 DESIGN\CIVIL\CADD\15 PROPOSED CONDITIONS FOR HIDDEN LAKE ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT

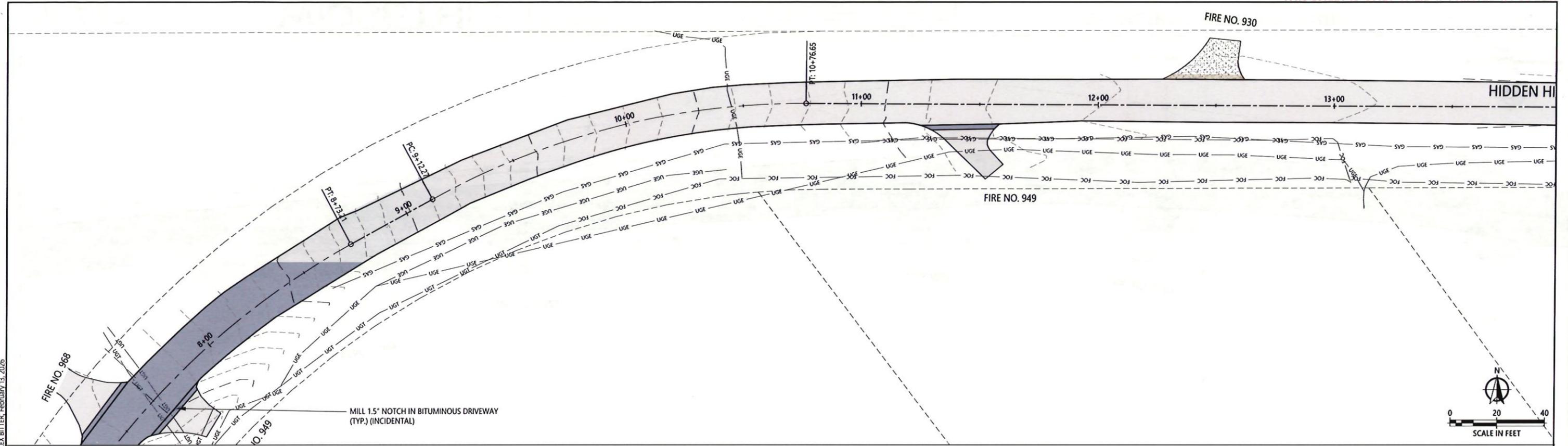
WIDSETH
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
 CHECKED BY: ADB
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS
 PROPOSED CONDITIONS FOR HIDDEN LAKE ROAD

16
 PROJECT #: 2025-12031

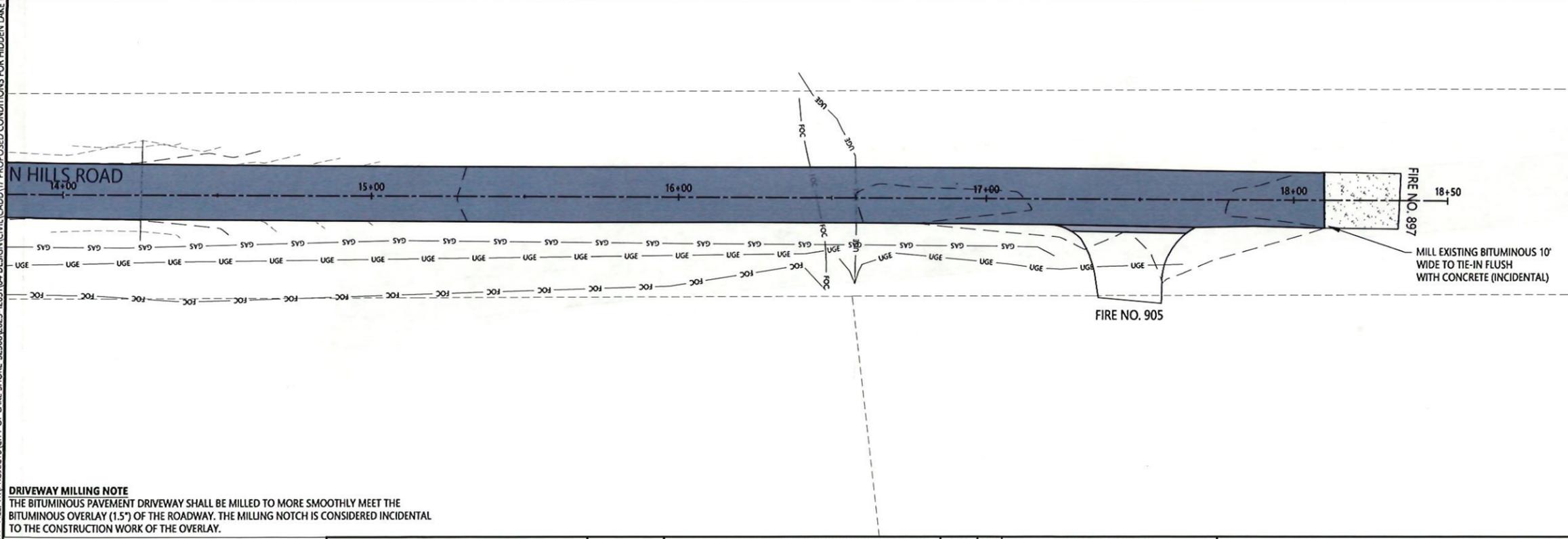


PROPOSED CONDITIONS LEGEND

	AGGREGATE SURFACING
	BITUMINOUS OVERLAY (1.5") (2% CROSS SLOPE)

HIDDEN LAKE ROAD - STA. 7+43.07' TO STA. 13+92.00'
HIDDEN LAKE ROAD - STA. 13+82.52' TO STA. 18+50.00'

SUBSURFACE UTILITY NOTE
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CIVASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES." CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



DRIVEWAY MILLING NOTE
 THE BITUMINOUS PAVEMENT DRIVEWAY SHALL BE MILLED TO MORE SMOOTHLY MEET THE BITUMINOUS OVERLAY (1.5") OF THE ROADWAY. THE MILLING NOTCH IS CONSIDERED INCIDENTAL TO THE CONSTRUCTION WORK OF THE OVERLAY.

DRAFT



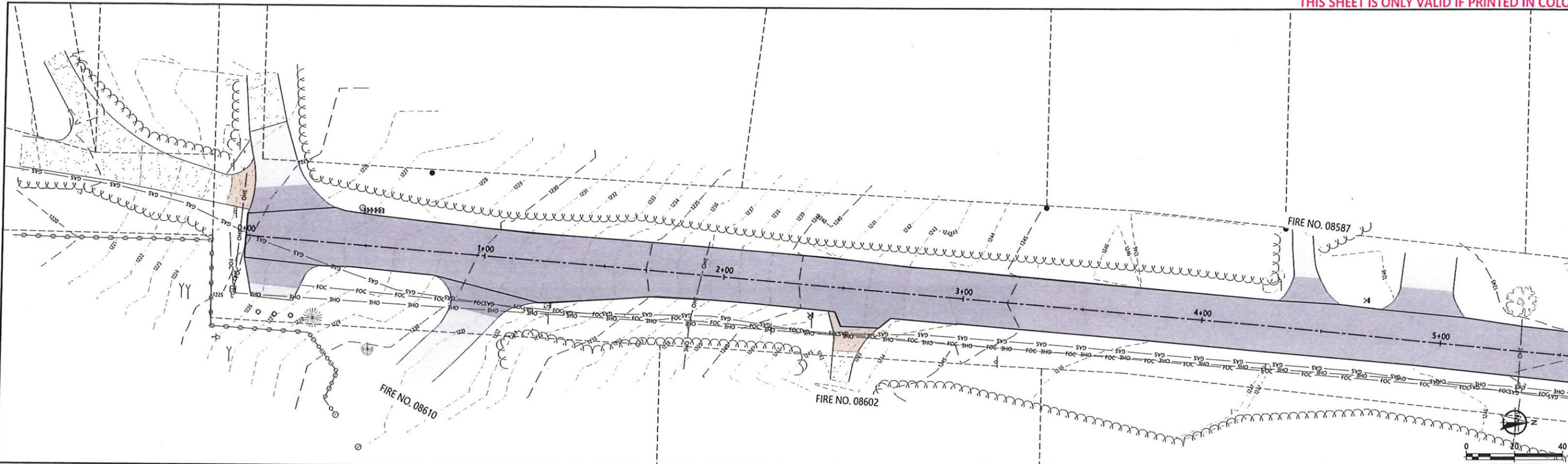
DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LIC NO: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS
 PROPOSED CONDITIONS FOR HIDDEN LAKE ROAD

17
 PROJECT #: 2025-12031

© 2026 WIDSETH. FILE: W:\PROJECTS\CITY OF LAKE SHORE\2025-12031\04 DESIGN\CIVIL\CADD\17 PROPOSED CONDITIONS FOR HIDDEN LAKE ROAD.DWG. PLOTTED BY: ALEX BITTER, February 13, 2026

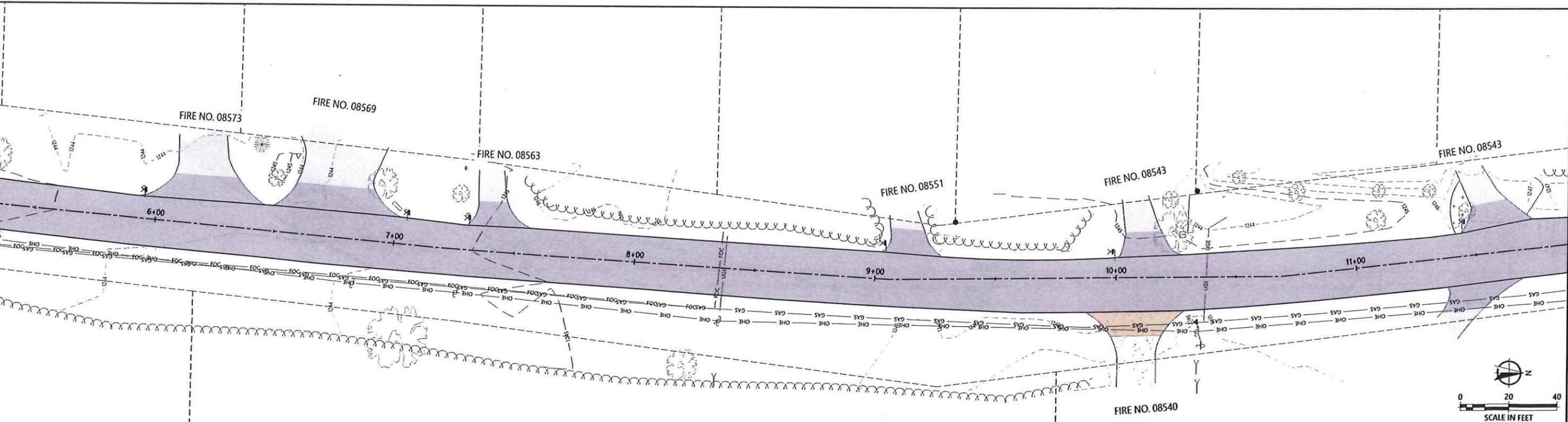


PROPOSED CONDITIONS LEGEND

- AGGREGATE SURFACING
- BITUMINOUS PAVEMENT

BIRCHWOOD HILLS ROAD - STA. 0+00' TO STA. 5+52.84'
BIRCHWOOD HILLS ROAD - STA. 5+33.30' TO STA. 11+85.51'

SUBSURFACE UTILITY NOTE
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES." CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



DRAFT



DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

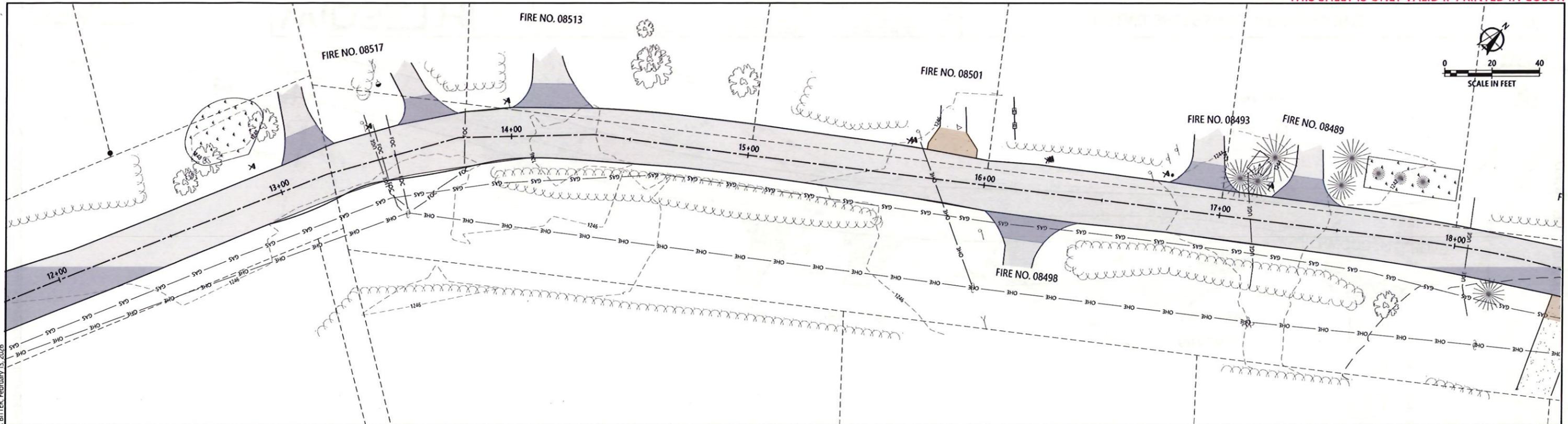
2026 LAKE SHORE STREET IMPROVEMENTS

PROPOSED CONDITIONS FOR BIRCHWOOD HILLS ROAD

18

PROJECT #: 2025-12031

© 2026 WIDSETH FILE: W:\PROJECTS\CITY OF LAKE SHORE\32508\2025-12031\04 DESIGN\CIVIL\CADD\18 PROPOSED CONDITIONS FOR BIRCHWOOD HILLS ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

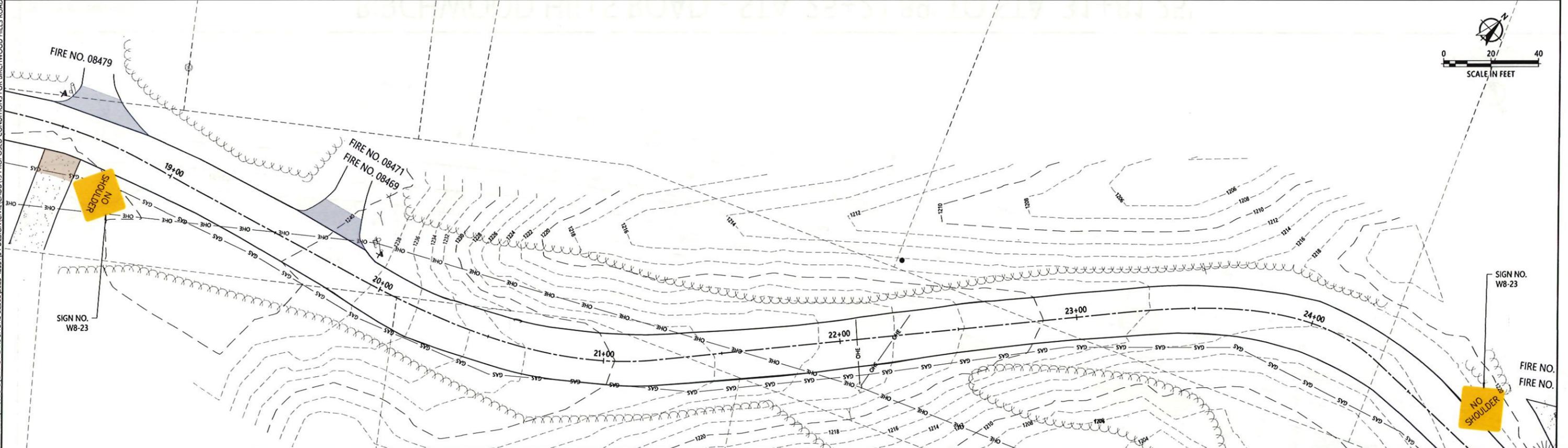


PROPOSED CONDITIONS LEGEND

	AGGREGATE SURFACING
	BITUMINOUS PAVEMENT

BIRCHWOOD HILLS ROAD - STA. 11+77.74' TO STA. 18+44.94'
BIRCHWOOD HILLS ROAD - STA. 18+27.23' TO STA. 24+86.17'

SUBSURFACE UTILITY NOTE
 THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C/ASCE 38-22, ENTITLED "STANDARD GUIDELINES FOR INVESTIGATING AND DOCUMENTING EXISTING UTILITIES." CONTRACTOR IS RESPONSIBLE FOR VERIFYING LOCATION OF ALL UTILITIES.



DRAFT

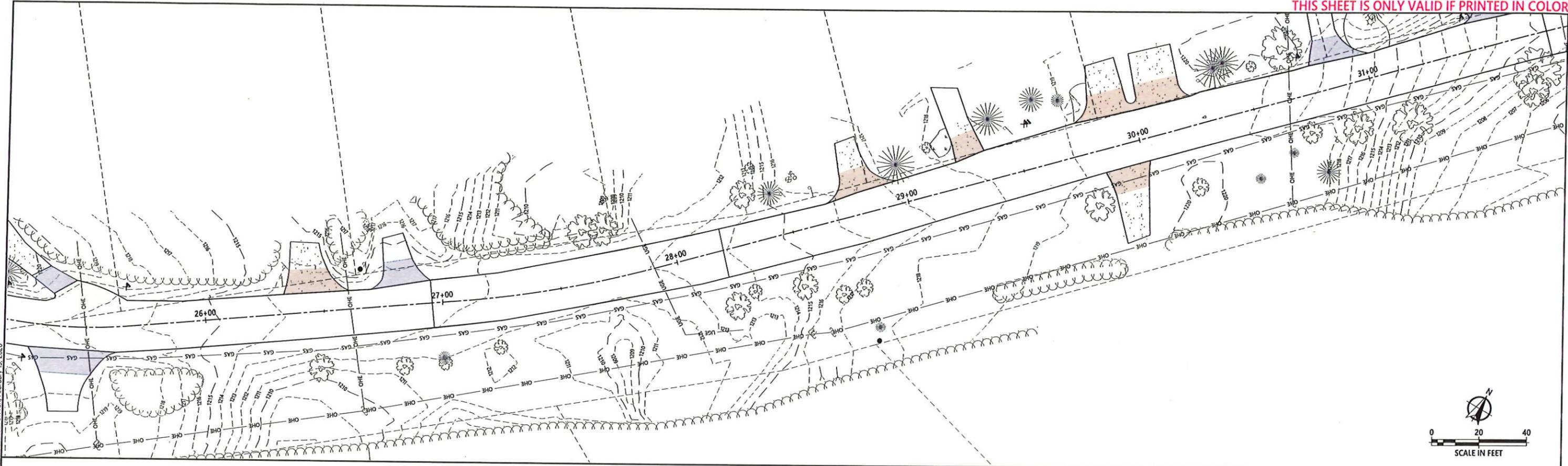
WIDSETH
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LIC. NO: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

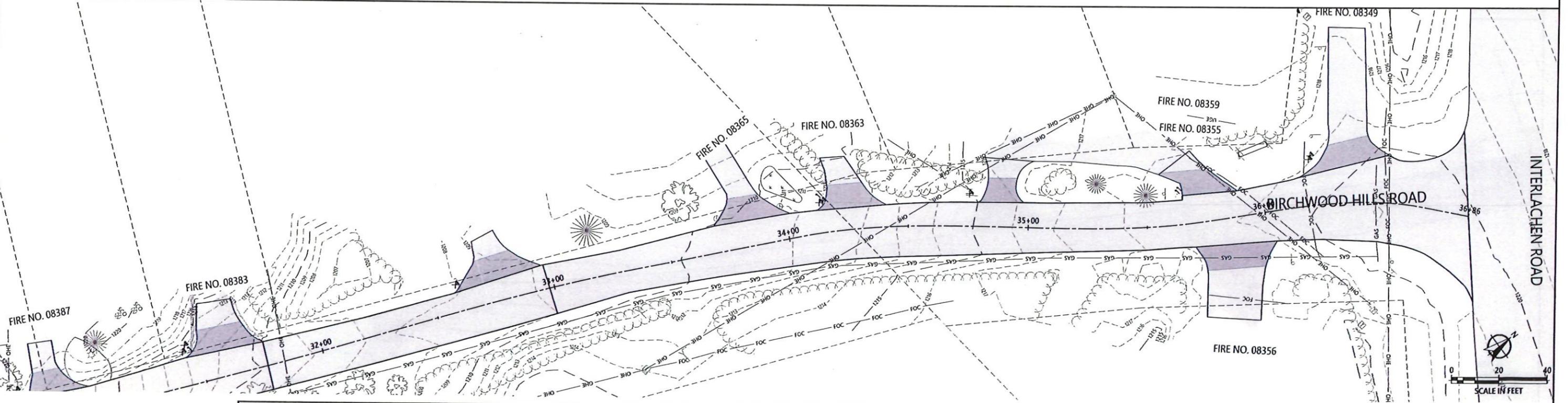
2026 LAKE SHORE STREET IMPROVEMENTS
 PROPOSED CONDITIONS FOR BIRCHWOOD HILLS ROAD

© 2026 WIDSETH FILE: W:\PROJECTS\CITY OF LAKE SHORE\2025-12031\04 DESIGN\CIVIL\CADD\19 PROPOSED CONDITIONS FOR BIRCHWOOD HILLS ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026



PROPOSED CONDITIONS LEGEND
 ■ AGGREGATE SURFACING
 ■ BITUMINOUS PAVEMENT

BIRCHWOOD HILLS ROAD - STA. 25+21.89' TO STA. 31+81.25'
BIRCHWOOD HILLS ROAD - STA. 31+36.30' TO STA. 36+86'



DRAFT



DRAWN BY:
AMS
CHECKED BY:
ADB

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

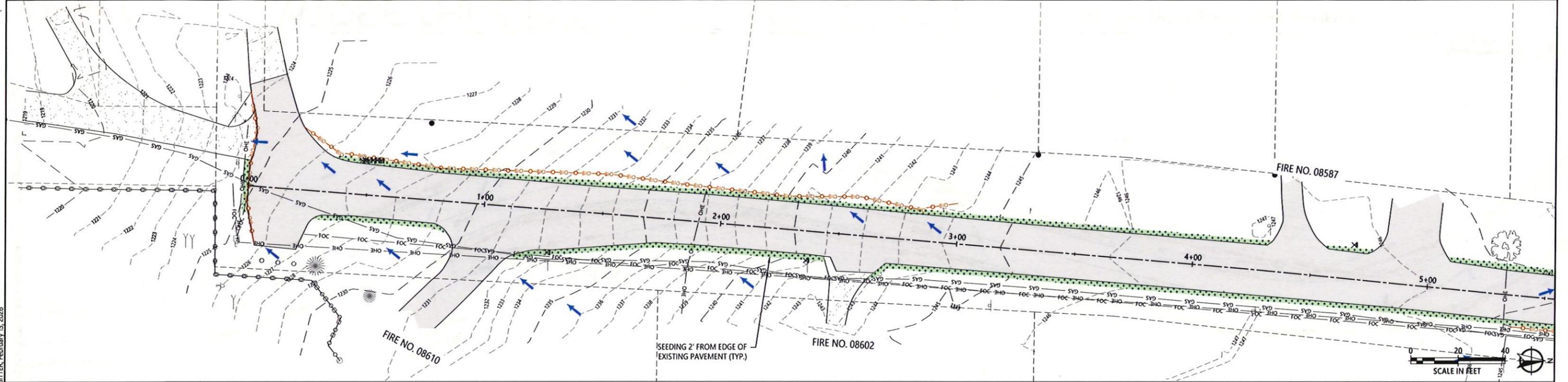
2026 LAKE SHORE STREET IMPROVEMENTS

PROPOSED CONDITIONS FOR BIRCHWOOD HILLS ROAD

20

PROJECT #: 2025-12031

© 2026 WIDSETH, FILE: W:\PROJECTS\CITY OF LAKE SHORE\2025\12031\04 DESIGN\CIVIL\CADD\20 PROPOSED CONDITIONS FOR BIRCHWOOD HILLS ROAD.DWG PLOTTED BY: ALEX BITTER, February 13, 2026

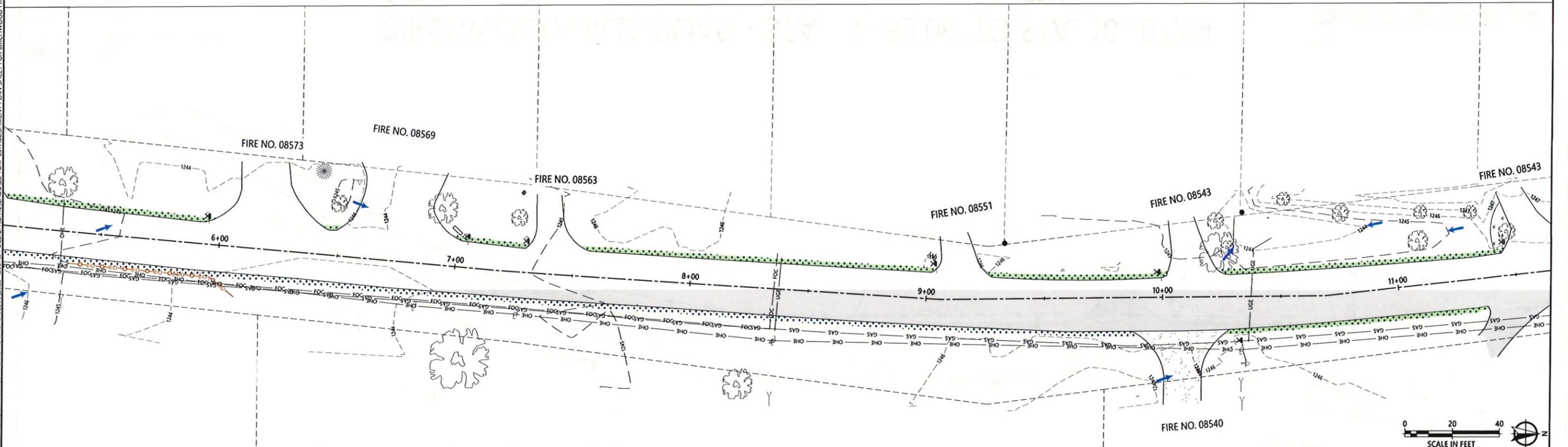


- EROSION CONTROL LEGEND**
- SURFACE DRAINAGE FLOW DIRECTION ARROW
 - SILT FENCE, TYPE MS
 - SEDIMENT CONTROL LOG (FT)
 - SEED MIXTURE, RESIDENTIAL TURFGRASS

BIRCHWOOD HILLS ROAD - STA. 0+00' TO STA. 5+50.78'

BIRCHWOOD HILLS ROAD - STA. 5+16.67' TO STA. 11+59.60'

NOTE:
THE PARCEL AND RIGHT OF WAY LINES SHOWN ON THESE PLANS ARE ACCORDING TO THE AVAILABLE CASS COUNTY PARCEL MAPPING DATA. THE PARCEL AND RIGHT OF WAY LINES SHOWN ARE FOR PLANNING PURPOSES ONLY. THERE MAY BE DISCREPANCIES BETWEEN THE LINES PROVIDED AND THE CURRENT RECORD PARCEL LINES THAT WOULD BE REVEALED BY AN ACTUAL BOUNDARY SURVEY.



DRAFT

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

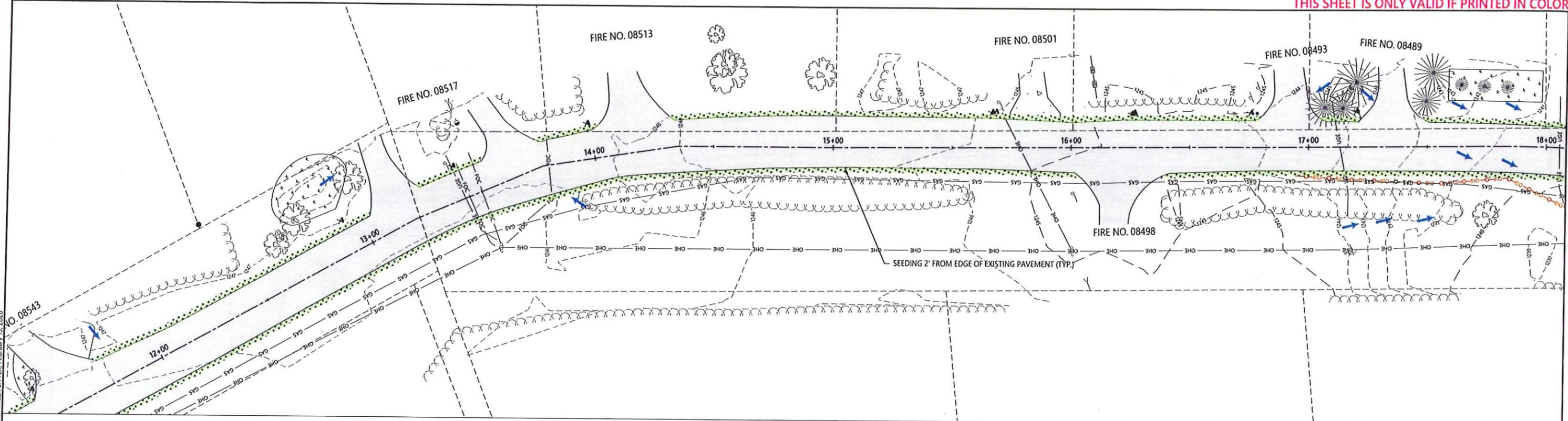
DRAWN BY: AMS
CHECKED BY: ADB
ALEX D BITTER LIC. NO.: 57744 DATE

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS
EROSION CONTROL AND TURF ESTABLISHMENT PLANS

21
PROJ. # : 2025-12031

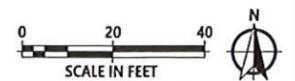
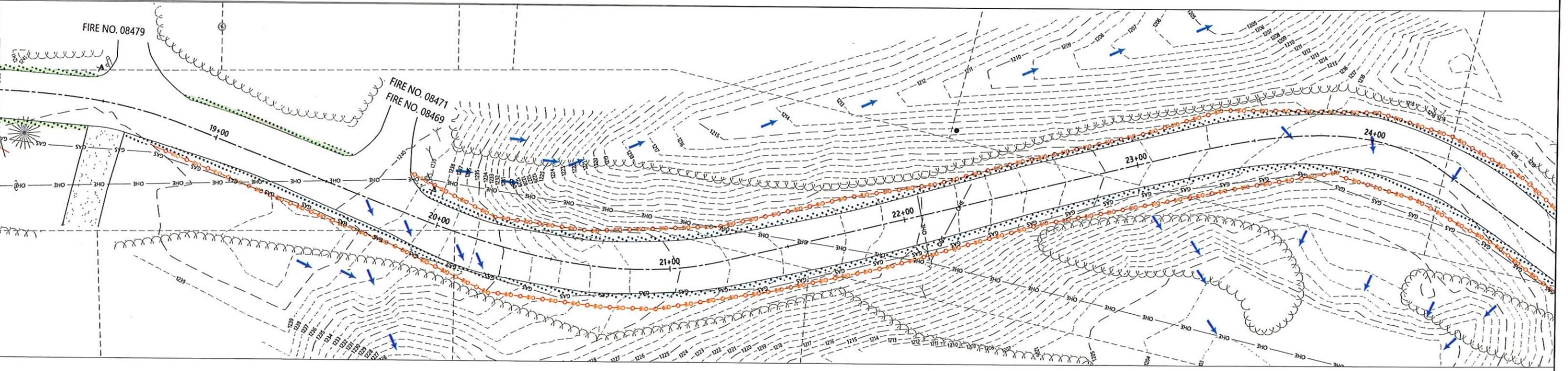
© 2025 WIDSETH. FILE: W:\PROJECTS\CITY OF LAKE SHORE-325208-2025-12031\04 DESIGN\CIVIL\CADD\22 TURF ESTABLISHMENT PLAN SHEET FOR BIRCHWOOD HILLS ROAD.DWG. PLOTTED BY: ALEX BITTER, February 13, 2026



- EROSION CONTROL LEGEND**
- SURFACE DRAINAGE FLOW DIRECTION ARROW
 - SILT FENCE, TYPE MS
 - SEDIMENT CONTROL LOG (FT)
 - SEED MIXTURE, RESIDENTIAL TURFGRASS

BIRCHWOOD HILLS ROAD - STA. 11+53.06' TO STA. 18+07.99'
BIRCHWOOD HILLS ROAD - STA. 18+04.44' TO STA. 24+85.38'

NOTE:
 THE PARCEL AND RIGHT OF WAY LINES SHOWN ON THESE PLANS ARE ACCORDING TO THE AVAILABLE CASS COUNTY PARCEL MAPPING DATA. THE PARCEL AND RIGHT OF WAY LINES SHOWN ARE FOR PLANNING PURPOSES ONLY. THERE MAY BE DISCREPANCIES BETWEEN THE LINES PROVIDED AND THE CURRENT RECORD PARCEL LINES THAT WOULD BE REVEALED BY AN ACTUAL BOUNDARY SURVEY.



© 2025 WIDSETH. FILE: W:\PROJECTS\CITY OF LAKE SHORE\250812025-2103104.DESIGN\CIVIL\CADD\25-TURF ESTABLISHMENT-PLAN-SHEET FOR BIRCHWOOD HILLS ROAD.DWG. PLOTTED BY: ALEX BITTER, February 13, 2026

DRAFT

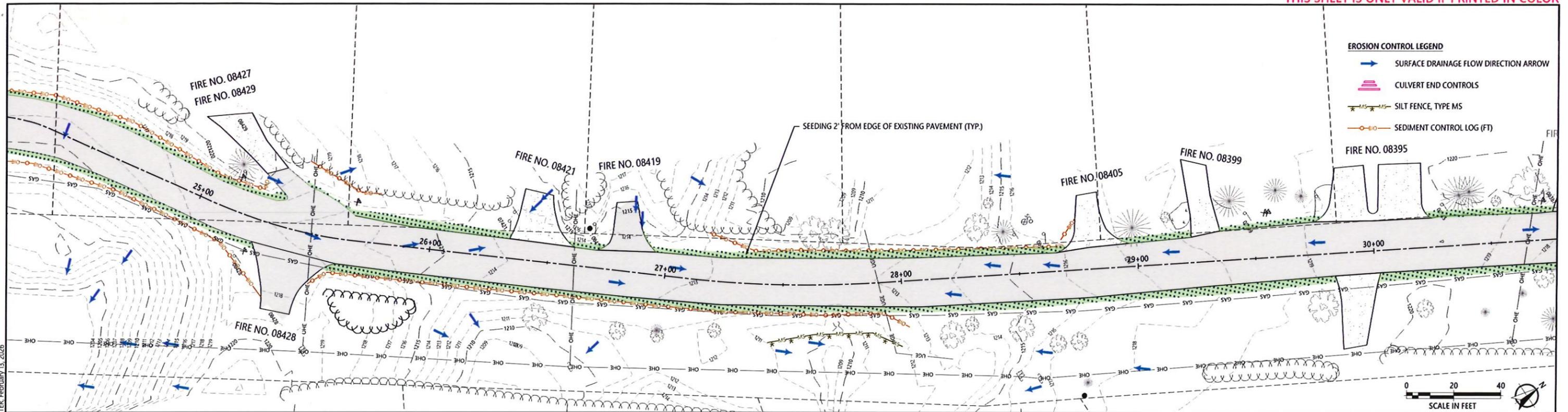
WIDSETH
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
 CHECKED BY: ADB
 I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL CIVIL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 ALEX D BITTER LIC. NO.: 57744 DATE:

DATE	REV#	REVISIONS DESCRIPTION

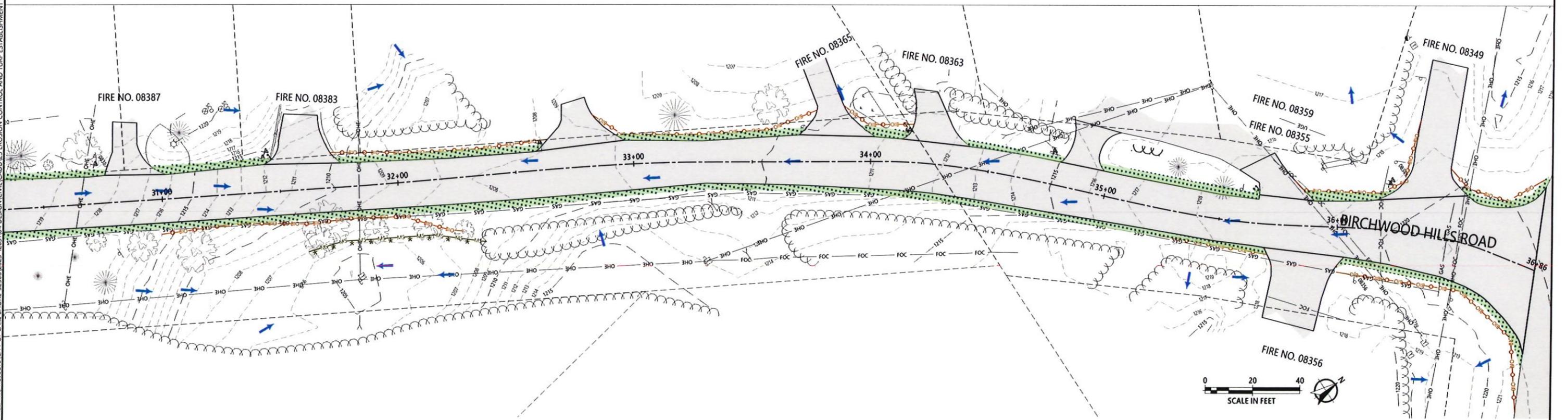
2026 LAKE SHORE STREET IMPROVEMENTS

EROSION CONTROL AND TURF ESTABLISHMENT PLANS



BIRCHWOOD HILLS ROAD - STA. 24+30.13' TO STA. 30+76.85'
BIRCHWOOD HILLS ROAD - STA. 30+32.69' TO STA. 36+86'

NOTE:
 THE PARCEL AND RIGHT OF WAY LINES SHOWN ON THESE PLANS ARE ACCORDING TO THE AVAILABLE CASS COUNTY PARCEL MAPPING DATA. THE PARCEL AND RIGHT OF WAY LINES SHOWN ARE FOR PLANNING PURPOSES ONLY. THERE MAY BE DISCREPANCIES BETWEEN THE LINES PROVIDED AND THE CURRENT RECORD PARCEL LINES THAT WOULD BE REVEALED BY AN ACTUAL BOUNDARY SURVEY.



DRAFT

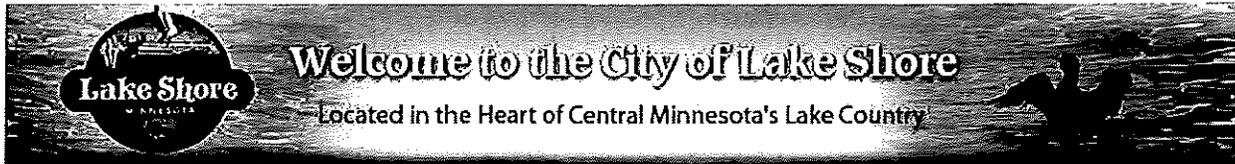
WIDSETH
 ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

DRAWN BY: AMS
 CHECKED BY: ADB
 ALEX D BITTER LC NO: 57744 DATE

DATE	REV#	REVISIONS DESCRIPTION

2026 LAKE SHORE STREET IMPROVEMENTS
 EROSION CONTROL AND TURF ESTABLISHMENT PLANS

© 2025 WIDSETH FILE: W:\PROJECTS\CITY OF LAKE SHORE-32508\2025-12031\04 DESIGN\CIVIL\CADD\23 EROSION CONTROL AND TURF ESTABLISHMENT PLANS.DWG PLOTTED BY: ALEX BITTER, February 13, 2026



City Of Lake Shore Wastewater Operations Report - February 2026

WASTEWATER FLOWS AND LAB ANALYSIS FOR THE MONTH OF JANUARY:

<u>North System</u>		<u>2025</u>	NPDES permit Limit: 17,615 GPD
Average daily:	1,678 gallons	2,191	
Maximum daily:	3,238 gallons	5,514	
Monthly total:	52,000 gallons	67,900	

<u>South System</u>		<u>2025</u>	NPDES permit Limit: 49,200 GPD
Average daily:	10,200 gallons	13,200	
Maximum daily:	18,400 gallons	20,100	
Monthly total:	315,500 gallons	410,000	

North Septic Effluent:		South Septic Effluent:		Normal Range:
C/BOD:	155 mg/l	C/BOD:	130 mg/l	50 – 250 mg/l
TSS:	68.0 mg/l	TSS:	48.0 mg/l	15 – 75 mg/l
PH	7.63 SU	PH:	6.96 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 2/6/26. (Check amp draws, clean floats, visual inspection of station wet well and surrounding area)
3. Regular monthly tank effluent sampling took place on 2/3.
4. The monthly DMR was submitted to MPCA on 2/2.
5. We were called out for a frozen sewer line on CR 77 on 2/6 and 2/7. Northland Septic pumped the tank for us, but the line leaving the tank remains frozen and will stay that way until the frost comes out of the ground. We'll keep an eye on the tank for the owner and pump it as needed. I'm anticipating a few more of these freeze-ups before spring.

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
December 16,2025
6:00 PM

Committee Members in attendance: Justin Stahnke, Bill Schultz, Terry Hansen, Troy Magnuson, Jim Halverson, Jim Woll; City Council Liaison, Wayne Anderson; Widseth Engineering Representative Alex Bitter. A quorum was present, and the committee was competent to conduct business.

Justin Stahnke called the meeting to order at 6:00 PM.

Approval of the November 18, 2025 Regular Meeting Minutes: Motion by B, Schultz Second by J. Halverson to approve the minutes of the November 18, 2025 meeting of the Road and Wastewater Committee as presented. Motion carried.

Pebble Beach Road: Alex Bitter shared that he had met with Dave Razinski and that there was a general agreement on options for dealing with the drainage issues. Alex also indicated that he had not yet contacted DNR regarding the stormwater outfall. There was a general discussion regarding assessment options with no decision made. Mr. Bitter agreed to provide the committee with an engineering design cost estimate. Next steps identified were to contact DNR and review options with Dave Reese.

Gull Lake Trail Phase 4A: Mr. Bitter indicated that the bid for materials and building the floating boardwalk was \$198,872.58 and that the city council had approved a purchase agreement for 50% of that cost subject to completion of the final paperwork. Alex explained that the contractor would build the boardwalk off site and then disassemble it. On site reassembly would be included in the next phase of the project. Mr. Bitter then shared his future milestone dates which were to have the final bed set available by Christmas, to have bids opened and contracts issued in January and for the project to be completed by the end of September, 2026.

West 72nd Street: Alex Bitter shared that he had reviewed the matter with the city attorney and Wayne Anderson and that it was agreed that only Loon Lake Township and the City of Lake Shore would be affected by the review because Maple and Homebrook Townships had no abutting properties to the road. Mr. Bitter then reviewed possible petition and assessment considerations. The next step identified was to meet with Loon Lake Township representatives to review funding options.

Fritz Loven Bridge: Alex Bitter shared that the bridge plans were being reviewed by the county and that the next reviewing authority would be MN DOT.

December Wastewater Operations Report: The report was reviewed and there were no comments from committee members.

Adjournment: Motion to adjourn by T. Hansen, seconded by T. Magneson. Motion Passed.

Prepared by Jim Woll
Lake Shore Road/ Wastewater Committee

February 12, 2026

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

**RE: Proposal for Professional Construction Administration Services
Gull Lake Trail Phase 4A
Lake Shore, Minnesota**

Dear Mayor and City Council:

Thank you for the opportunity to assist the City of Lake Shore with the final phase of the Gull Lake Trail. As a follow-up to our ongoing services with design and bidding, easement acquisition and environmental/historical review, Widseth Smith Nolting & Associates, Inc. (dba Widseth) is pleased to submit the following proposal for construction administration services. This proposal, as dated above, shall be governed by the attached General Provisions of Professional Services Agreement and amended to include the following information.

Our proposed Scope of Services is as follows:

Construction Staking

Widseth proposes to provide construction staking and field survey services associated with the proposed construction. Specific tasks included with this Proposal are:

- Re-establish vertical and horizontal control in the Project Area
- Generate staking files for the design elements shown in the plans
- Provide construction staking for removals, retaining wall construction, floating boardwalk installation, curb & gutter, bituminous trail, signage and pavement markings – staked one (1) time
- Document staked point locations and elevations
- Provide contractor with construction staking information

Labor Compliance

Widseth proposes to provide construction labor compliance services associated with the proposed construction. Specific tasks included with this Proposal are:

- Pre-construction meeting
- Collection of certified payroll reports from prime contractor and prime contractor's sub-contractors
- Review of payrolls and documents provided
- Prepare and send monthly Issues Report to prime contractor
- Confidential storage of payroll and documents
- Transmittal of documents at project close out

Construction Materials Testing

Widseth recommends the City contract with Braun Intertec Corporation to complete required Local Agency construction testing in accordance with City requirements and the MnDOT Schedule of Materials Control. During the construction phase, Widseth will coordinate with Braun Intertec to complete the required materials testing.

Post-Construction Services

Widseth proposes to complete post-construction services in accordance with City requirements. Specific tasks included with this Proposal are:

- Complete record drawing survey of new or altered drainage structures or culvert pipes and appurtenances, and as-built conditions within County right-of-way.
- Re-establish removed or disturbed property boundary markers
- Preparation of "Record Drawing" document
- Deliverables: Electronic PDF of record drawing documents

Assumptions and Exclusions

In preparing this Proposal, Widseth relied on the following assumptions and exclusions:

- Environmental services (potential soil and groundwater contamination) are not required. If contaminated soils are encountered, Widseth will provide a contract amendment to address the issue.
- Cultural resource monitoring during construction is not included in our fee estimate. If tribal monitors choose to be onsite during construction in the known resource area (area of potential effect), they may have charges for their personnel that are not a part of Widseth or any contracts we may have with our subconsultants. They are a sovereign nation, and we view them as such with the regulatory authority granted to them by law.
- Construction Observation service fees are based on 14 weeks of construction in 2026. Construction Observation services exceeding 750 hours would be considered Additional Services.

Proposed Fees

We will complete the work described herein within a cost of **\$199,500**. This is approximately the amount included in the grant application that was ultimately awarded to the City. This amount includes Widseth's expenses but does not include other consultants (if needed), permitting costs, or agency review and/or monitoring fees.

Construction Administration Services: Widseth proposes to complete the Scope of Services described above on an Hourly Rate basis per the attached Fee Schedule. This Fee Schedule is subject to annual increases to account for inflationary costs associated with wages and benefits, overhead, and expenses.

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.

WIDSETH

ARCHITECTS = ENGINEERS
SCIENTISTS = SURVEYORS

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, 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 who 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 WIDSETH's total fee received for services rendered on this project. 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.**

February 18, 2026

Honorable Mayor and City Council
City of Lake Shore
8583 Interlachen Road
Lake Shore, MN 56468-8646

Re: **Gull Lake Trail Phase 4A**
Letter of Recommendation for Bid Award
WSN Project No. 2025-11710

Dear Honorable Mayor and City Council,

Pursuant to the authority of the Lake Shore City Council, bids for the above-referenced project were obtained on February 18, 2026, at 10:00 A.M. at City Hall, Lake Shore, Minnesota.

The following bid proposals were received:

<u>Bidder</u>	<u>Bid Amount</u>
Anderson Brother Construction Company of Brainerd, LLC of Brainerd, Minnesota	\$1,660,280.72
Gladden Construction Inc of Laporte, Minnesota	\$1,735,990.22
JTS Construction Inc of Elko, Minnesota	\$1,939,396.50
Urban Companies, LLC of St. Paul, Minnesota	\$2,085,668.35
McLafferty Contracting Group, LLC of Chisago City, Minnesota	\$2,546,474.09

The Engineering Estimate of the construction cost was \$2,203,599.65. Details of all bids are shown on the enclosed Bid Tabulation. The bids were conforming to the plans, specifications and advertisement.

We recommend the contract be awarded to Anderson Brothers Construction Company of Brainerd, LLC of Brainerd, Minnesota, the lowest responsible bidder, on the basis of the unit prices on the bid proposal.

Sincerely,

WIDSETH SMITH NOLTING & ASSOCIATES INC.



Alex Bitter, P.E.

Enclosure

February 17, 2026

Proposal 10007661_001

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

Re: Proposal for Construction Materials Testing Services
Gull Lake Trail Phase 4A
Lake Shore, Minnesota

Dear Ms. Fussy:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the Gull Lake Trail Phase 4A project in Lake Shore, Minnesota.

With more than 1,000 employee owners, Braun Intertec provides you with access to a diverse range of services and professionals you can consult with if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our Understanding of Project

This project will include the construction of approximately 0.8 miles of a bituminous trail along the north side of County Road 77. The project will extend west from Whitstrom Road to State Highway 371. To facilitate the new trail, the project will include a boardwalk, retaining walls and culverts. Construction will consist of pavement subgrade preparation, aggregate base placement, new concrete sidewalk, along with a new bituminous pavement.

This project is a City of Lake Shore project and will follow MnDOT's 2025 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2023 Version Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Widseth dated January 27, 2026.
- Discussions with Mr. Alex Bitter, PE with Widseth regarding our scope of services.



To our knowledge, no geotechnical report was prepared for this project.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- Concrete Field Tester
- Concrete Plant Tester
- Bituminous Plant Tester
- MnDOT or ACI Strength Testing

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on sub-grade, select granular borrow and culvert backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform moisture content tests at time of compaction on backfill, and aggregate base materials.
- Perform gradation tests on coarse filter aggregate, select granular borrow, and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Field Testing Related Services

- Sample and test the plastic concrete for slump, air content, temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.



- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of three cylinders will be tested at 28 days for each set cast. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461 specification.

Bituminous Related Services

- Perform bituminous plant inspections which include periodically observing the contractor's quality control testing, observing one set of contractor tests per day and collecting companion samples for quality assurance tests. Perform bituminous plant monitoring per MnDOT's 2360 specification.
- Collect verification samples per MnDOT's 2360 specification and randomly select one sample per day per mix to run quality assurance tests on. Perform quality assurance tests on the verification samples which include the following tests: Rice specific gravity, asphalt content, extracted aggregate gradation, gyratory density, coarse aggregate angularity, and fine aggregate angularity. Compare agency test results with contractor's test results for compliance with MnDOT 2360 specification.

Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Moisture, Density, DCP, Proctor and Gradation tests.
- Concrete mix designs.



- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Bituminous mix designs.
- Bituminous batch plant inspection field forms.
- Bituminous verification test results.
- Bituminous contractor's summary sheets.
- Copies of concrete and bituminous plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- Six trips to complete the nuclear density gauge testing on this project.
- Two trips to perform Dynamic Cone Penetration (DCP) on the aggregate base.
- Four sets of concrete tests will be required to complete the project.
- One coarse aggregate and one fine aggregate in the ready-mix concrete.
- Bituminous paving will be completed in 2 days for this project.
- Your full-time on-site construction observer will observe the test rolling for this project if required.
- The project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.



Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$22,322**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule outside our normal business hours will be invoiced using an overtime rate factor. The factor for services provided **outside** our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We included our Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Keith Kluempke at 320.980.3181 (kkluempke@braunintertec.com).

Sincerely,

Braun Intertec Corporation

Keith J. Kluempke
Project Manager

Thomas L. Henkemeyer
Senior Project Manager

Steven A. Thayer, PE
Senior Manager, Senior Engineer

Attachments:

Fee Estimate

General Conditions (11/04/2024)

c: Alex Bittner, PE-Widseth

The proposal is accepted, and Braun Intertec is authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Fee Estimate
10007661_001
Gull Lake Trail Phase 4A

Client:
 City of Lake Shore
 Laura Fussy
 8583 Interlachen Rd
 Lake Shore, Minnesota 56468-8700
 12189632148

Work Site Address:
 3616 County Road 77
 Nisswa, Minnesota 56468

	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Laboratory			\$4,131.00
Percent Crushed, Aggregate Base, per sample	1.00	111.00	\$111.00
Soil Proctor MD Relationship (Standard) ASTM D698 each	6.00	216.00	\$1,296.00
Aggregates Sieve Analysis ASTM C136 each	6.00	196.00	\$1,176.00
MnDOT Asphalt Verification, per sample	1.00	1,008.00	\$1,008.00
Concrete Compressive Strength Cylinders ASTM C39 each	12.00	45.00	\$540.00
Subtask 1.2: Soils			\$5,988.00
Soil Compaction Testing - Nuclear - Subgrade Preparation	8.00	102.00	\$816.00
Soil Compaction Testing - Nuclear - Select Granular Borrow	4.50	102.00	\$459.00
Soil Compaction Testing - Nuclear - Culvert Backfill	13.50	102.00	\$1,377.00
Soil Compaction Testing - Non Nuclear - Aggregate Base DCP's	9.00	102.00	\$918.00
Soil Sample pick-up	3.50	102.00	\$357.00
Trip Charge	9.00	125.00	\$1,125.00
Nuclear moisture-density meter charge, per hour	26.00	36.00	\$936.00
Subtask 1.3: Concrete			\$6,371.00
Concrete Testing - Curb & Gutter	9.00	102.00	\$918.00
Concrete Testing - Sidewalk	9.00	102.00	\$918.00
Concrete Cylinder Pick Up	14.00	102.00	\$1,428.00
Concrete Ready Mix Plant Monitoring	12.00	130.00	\$1,560.00
Project Manager	1.50	198.00	\$297.00
Trip Charge	10.00	125.00	\$1,250.00
Subtask 1.4: Pavement			\$1,425.00
Plant Monitoring Technician - Bituminous Plant Monitoring	10.00	130.00	\$1,300.00
Trip Charge	1.00	125.00	\$125.00
Subtask 1.5: Project Management			\$4,407.00
Project Manager	10.00	198.00	\$1,980.00
Project Control Specialist I	3.00	164.00	\$492.00
Project Assistant	5.00	102.00	\$510.00
Senior Engineer	1.00	225.00	\$225.00
Final Report	1.00	1,200.00	\$1,200.00
Task 1 Total:			\$22,322.00
Project Total			\$22,322.00

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well

as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing to be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warranted.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

- a. Workers' Compensation: Statutory
- b. Employer's Liability: \$1,000,000 bodily injury, each accident | \$1,000,000 bodily injury by disease, each employee | \$1,000,000 bodily injury/disease, aggregate
- c. General Liability: \$1,000,000 per occurrence | \$2,000,000 aggregate
- d. Automobile Liability: \$1,000,000 combined single limit (bodily injury and property damage)
- e. Excess Umbrella Liability: \$5,000,000 per occurrence | \$5,000,000 aggregate
- f. Professional Liability: \$2,000,000 per claim | \$2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED

CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR \$50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

**RESOLUTION ACCEPTING DONATIONS
CITY OF LAKE SHORE
STATE OF MINNESOTA
COUNTY OF CASS
RESOLUTION NO. 2026-02-01**

WHEREAS, The City of Lake Shore is authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes Section 471.17

WHEREAS, The following persons and entities have offered to contribute the cash or property set forth below to the city:

<u>Name of Donor</u>	<u>Amount/Property</u>
Sonja Larsen	\$1,087.70

WHEREAS, All such donations have been contributed to assist the city in the establishment and operation of recreational facilities and programs either alone or in cooperation with others, as allowed by law; and

WHEREAS, The City Council finds that it is appropriate to accept donations offered.

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

1. The donations described above are accepted and shall be used to establish and operate City facilities and programs either alone or in cooperation with others, as allowed by law.
2. The appropriate city department head is hereby directed to issue receipts to each donor acknowledging the city's receipt of the donation received.

Adopted this 23rd day of February 2026.

Andrew Stewart, Mayor

Laura Fussy, Clerk/Administrator

January 27, 2026

City of Lake Shore, MN

A decade or so ago, lake Shore had a severe Tent Caterpillar invasion. We had several, and I was leading the last treatment to stop it defoliating our trees, which were ailing because of a long drought. We managed to spray the central part of Lake Shore once and got a major kill of the larvae. So we didn't need a second spray. we had around \$1,000+ left in our account. I asked the city what to do with it, and the people in charge did not want to handle Tent Caterpillar activities, although the city planner did make copies of all the information needed in case there was another invasion. So I was stuck with the account. I think I had another active resident, Ron Kraus? Crause? be a signature in case something happened to me.

Now, at my age, I am trying to clear everything up and take care of the loose ends. Hence, I am finally closing the account and sending the City the money. There was no way to divide it at the time because there were several donations in cash and anonymously. Here it is, in case there is another invasion.

Thank you for your help,



Sonja Larsen
35625 Ostlund Ave. #337
Crosslake, MN

(Former Lake Shore resident)