

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

- Minutes for Regular City Council Meeting of September 28, 2026 *(Council Action: Approve or Disapprove as presented)*

REPORTS

Police/Fire Report – Chief Mike Heldt

- Incident Report
- September Fire Report

Mayor's Report– Andy Stewart

Clerk/Treasurer's Report – Kathy Johansen

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

City Administrator – Laura Fussy

- Signers for American National Bank *(Council Action: Approve or Disapprove as presented)*
- Set Canvas Date for General Election *(Council Action: Approve or Disapprove as presented)*

Planning & Zoning Commission – Darcy Peterson

- September Minutes & Permit Summary

Wastewater/Road Committee – Wayne Anderson

- Fritz Loven Bridge Construction Administration Proposal *(Council Action: Approve or Disapprove as presented)*
- 2027 Lake Shore Street Improvements Proposal *(Council Action: Approve or Disapprove as presented)*
- Wastewater Monthly Report
- September Minutes

Park and Recreation Committee – Henry Cote

Building & Grounds Committee – Vern Gevik

Trail 77

- Gull Lake Trail Phase 4A Pay Estimate #4 *(Council Action: Approve or Disapprove as presented)*
- Gull Lake Trail Phase 4A Change Order #5 *(Council Action: Approve or Disapprove as presented)*

Personnel – Andy Stewart/Darcy Peterson

City Attorney – Gammello - Pearson – Tom Pearson

City Engineer – Widseth – Alex Bitter

OLD BUSINESS

NEW BUSINESS

- Resolution 2026-10-01 – Increasing the Sewer Rate *(Council Action: Approve or Disapprove as presented)*
- Resolution 2026-10-02 – Unpaid Sewer Charges *(Council Action: Approve or Disapprove as presented)*

ANNOUNCEMENTS/PUBLIC FORUM

- General Election – November 3, 2026 – Polls open 7:00am to 8:00pm

ADJOURNMENT

Regular Meeting of Lake Shore City Council

Meeting Minutes

Sep 28, 2026, 6:00 PM

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

Call To Order

The Regular Meeting of Lake Shore City Council was called to order at 6:00 p.m. The Pledge of Allegiance was recited.

Attendance

Mayor Andy Stewart; Council Members: Vern Gevik, Darcy Peterson, Henry Cote, and Wayne Anderson; City Attorney Tom Pearson; City Engineer Alex Bitter; Police Chief Mike Heldt; City Clerk/Administrator Laura Fussy; and Deputy Clerk Kathy Johansen were present. The audience included seven people including Nicole Hausmann Sourcewell, Chris Bush, Mike Lovelace, Kevin Egan, Jim Woll, Tim Moore, and Mary Beth Jones.

Approval Of Minutes

Minutes for the Regular City Council Meeting of August 24, 2026, and the Special City Council Meeting of September 16, 2026, were presented for approval. It was noted that the special meeting was convened to work on the 2027 budget.

MOTION BY DARCY PETERSON AND SECONDED BY VERN GEVIK TO APPROVE THE AUGUST 24, 2026, REGULAR CITY COUNCIL MEETING MINUTES AND THE SEPTEMBER 16, 2026, SPECIAL MEETING MINUTES. MOTION PASSED.

Reports

i. Police/Fire Report – Chief Mike Heldt

Chief Heldt presented the August 2026 Police/Fire Report, noting 86 total police incidents, including 42 traffic-related and 44 miscellaneous calls for service. The fire report showed 57 total calls.

ii. Mayor's Report – Andy Stewart

Mayor Stewart reported nothing of note, stating it had been a quiet month.

iii. Clerk/Treasurer's Report – Kathy Johansen

Financials: MOTION BY DARCY PETERSON AND SECONDED BY VERN GEVIK TO APPROVE THE AUGUST FINANCIALS AS PRESENTED (CLAIM NUMBERS 43728 THROUGH 43808 AND ANY NON-CHECK CLAIMS LISTED IN THE ATTACHED REPORT - TOTAL \$739,392.32). MOTION PASSED.

Pay Bills: MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO PAY THE BILLS AS SUBMITTED (CLAIM NUMBERS 43753 THROUGH 43881 AND CLAIMS 1780 THROUGH 1796 - TOTAL \$674,513.98). MOTION PASSED.

ClerkMinutes Software: Clerk/Treasurer Johansen presented ClerkMinutes, an AI-assisted minute transcription program presented at Sourcewell training. The program could reduce staff time spent preparing minutes, works with the city's existing audio equipment, and costs \$99 per month with no upfront cost. Council discussed trying the service and canceling, if needed.

MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO APPROVE THE PURCHASE OF CLERKMINUTES AT A COST OF \$99/MONTH. MOTION PASSED.

iv. City Administrator – Laura Fussy

Accounting Software – Caselle: City Administrator Fussy presented a proposal to transition from the city's current free version of CTAS to the Caselle accounting software system. The initial implementation cost is \$32,648, with an annual subscription of \$17,860. Administrator Fussy noted that a grant application had been submitted, and results were expected in early November; if awarded, the grant would cover the full \$32,648 implementation cost. The full amount has been budgeted for 2027 if not awarded the grant. The data migration process is included in the implementation cost, with at least one year of historical data transferred.

MOTION BY HENRY COTE AND SECONDED BY DARCY PETERSON TO APPROVE THE PURCHASE OF THE CASELLE ACCOUNTING SOFTWARE SYSTEM. MOTION PASSED.

Approval of Election Judges: Administrator Fussy requested approval of the same five trained election judges used for the primary election, in preparation for the November 3rd general election.

MOTION BY WAYNE ANDERSON AND SECONDED BY HENRY COTE TO APPROVE THE FIVE ELECTION JUDGES PRESENTED FOR THE NOVEMBER 3, 2026, GENERAL ELECTION. MOTION PASSED.

Adoption of 2027 Preliminary Levy and Budget: Administrator Fussy presented the 2027 preliminary levy and budget for adoption. The preliminary general levy was set at \$1,871,479, an increase of 3.31% (approximately \$60,000) over the prior year. The debt levy is \$157,185, bringing the total preliminary levy to \$2,028,664, representing an overall increase of 2.91%. The overall 2027 budget reflects an increase of 3.33%. The only change made since the budget workshop was an adjustment to the ERC sewer rate, set at a flat \$175, which does not affect the

general budget as the sewer fund operates in its own category. The preliminary levy is due to Cass County by September 30th. It was noted that the preliminary levy may be reduced but cannot be increased after adoption.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE ADOPTION OF THE 2027 PRELIMINARY LEVY AND BUDGET. MOTION PASSED.

Set Truth and Taxation Date: Administrator Fussy recommended setting the Truth and Taxation hearing date for December 14th at 6:00 PM, to coincide with the regularly scheduled December City Council meeting.

MOTION BY HENRY COTE AND SECONDED BY WAYNE ANDERSON TO APPROVE SETTING THE TRUTH AND TAXATION DATE TO DECEMBER 14, 2026, AT 6:00 PM. MOTION PASSED.

v. Planning & Zoning Commission – Darcy Peterson

Zorbaz Appeal: City Attorney Tom Pearson's written legal evaluation of the appeal, previously directed by the council at the August meeting, was included in the packet.

The appellant, Tim Moore, addressed the council, presenting arguments focused on several alleged deficiencies in the permit application, including: the absence of a stormwater management plan covering the full parcel; the lack of a required landscape plan for commercial construction; nonconforming structures on the property; the absence of existing vegetation documentation on the shoreline; missing building height information on elevation drawings; incomplete parking calculations; and questions regarding the county right-of-way. The appellant emphasized that the issue was not opposition to the business's expansion, but rather the city's obligation to enforce its own ordinances consistently.

City Attorney Pearson affirmed his written evaluation and declined to add further rebuttal commentary.

Council Member Peterson indicated she would place her confidence in the city attorney's legal analysis.

MOTION BY DARCY PETERSON AND SECONDED BY HENRY COTE TO DENY THE ZORBAZ APPEAL. MOTION PASSED.

Rezone – SusanJean Properties: Nicole Hausmann presented a request to rezone approximately 1.5 acres on parcel 90-469-0121, located at 9237 Interlachen Road, from “Commercial Neighborhood” to “Residential, Low Density (R-1)”. The property is located within the shoreland area (within 1,000 feet of Gull Lake) and currently features a 1,024-square-foot detached structure. Impervious surface coverage is 8.2%, well below the maximum allowed. The applicant's intent is to eventually construct a residential home on the property. The Planning Commission recommended approval at its September 14th meeting.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE REZONING OF THE SUSANJEAN PROPERTIES. MOTION PASSED.

New Zoning Permit Card: Nicole Hausmann presented a proposal to replace the existing handwritten permit card with an electronic PDF-based permit form. This change would allow the planner to review and approve permits remotely on days she is not physically in the Lake Shore office, streamlining the process for both staff and applicants. It would also facilitate electronic submission of permit records to the Cass County Assessor's office on a monthly or quarterly basis rather than requiring physical copies.

MOTION BY HENRY COTE AND SECONDED BY DARCY PETERSON TO APPROVE THE NEW ZONING PERMIT CARD. MOTION PASSED.

Zoning Inspector: Administrator Fussy presented information on reestablishing a part-time zoning inspector position, based on documentation from when the position previously existed in 2007. The intent of the role is to conduct field inspections to verify that permitted work is being carried out in accordance with approved permits, and to observe general compliance with zoning requirements. Mayor Stewart expressed support for the position, noting its importance in ensuring permit compliance. It was confirmed the position has been included in the 2027 budget. The Personnel Committee will refine the position details, with an anticipated start in spring 2027.

MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO APPROVE MOVING FORWARD WITH IMPLEMENTING THE ZONING INSPECTOR POSITION. MOTION PASSED.

August Minutes and Permit Summary: The August Planning & Zoning Commission minutes and permit summary were included in the packet for informational purposes.

vi. Wastewater/Road Committee – Wayne Anderson

Esther Lane Repair: Alex Bitter presented an agreement prepared by City Attorney Pearson for approval. The agreement would be sent to the homeowners' association for signature, after which the city would reimburse the association for repair work performed by Tim Thompson. The agreement includes a not-to-exceed amount.

MOTION BY HENRY COTE AND SECONDED BY WAYNE ANDERSON TO APPROVE THE REPAIR AGREEMENT TO REIMBURSE THE ASSOCIATION FOR REPAIR WORK PERFORMED BY TIM THOMPSON. MOTION PASSED.

Gull Lake Trail Phase 4A Change Order #4: Engineer Alex Bitter presented Change Order #4 for the Gull Lake Trail Phase 4A project, combining costs for additional tree clearing and grubbing and tree replacement. To allow for safer excavation near a steep slope while constructing retaining walls, the contractor requested permission to clear additional trees rather than use trench boxes. Fourteen trees were removed in total—twelve living and two dead—on property owned by Mr. Gohman. After meeting with the property owner, whose primary concern

was maintaining the natural appearance of his land, it was agreed to replace all twelve living trees. Maples and basswoods were planted by the landscape subcontractor. A one-year warranty on the trees is included, though the city's long-term obligation after that period was discussed and clarified as minimal. The total cost of Change Order #4 is \$17,602.52.

MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO ACCEPT CHANGE ORDER #4 FOR THE GULL LAKE TRAIL-PHASE 4A IN THE AMOUNT OF \$17,602.52. MOTION PASSED.

Gull Lake Trail Phase 4A Pay Estimate #3: Engineer Bitter presented Pay Estimate #3 for the Gull Lake Trail Phase 4A project, covering work performed between August 14th and September 11th. Work during this period was primarily focused on retaining wall construction, with a portion of boardwalk rental also included. The project is approximately 45.9% complete. The recommended payment amount is \$281,557.05.

MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO APPROVE PAY ESTIMATE #3 IN THE AMOUNT OF \$281,557.05 TO ANDERSON BROTHERS CONSTRUCTION COMPANY. MOTION PASSED.

2026 Street Improvements Pay Estimate #2: Discussion around chip sealing and road maintenance alternatives arose in this context. Members of the public raised concerns about chip sealing as a long-term road maintenance strategy, referencing issues with pavement degradation and requesting alternative treatments such as micro surfacing be explored. Council members and Engineer Bitter acknowledged the concerns, noting that the road and wastewater committee is actively evaluating alternatives. It was emphasized that no chip sealing decision is expected until next spring at the earliest, allowing time for further analysis and committee recommendations. Earlier paving work on Jacob's Road, completed several years ago, was referenced as a positive example of chip seal performance.

Engineer Bitter presented Pay Estimate #2 to Anderson Brothers Construction Company for the 2026 Lake Shore Street Improvement Project. Amount due at this time would be \$11,808.98.

MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO APPROVE PAYMENT OF PARTIAL PAY ESTIMATE #2 TO ANDERSON BROTHERS CONSTRUCTOIN COMPANY IN THE AMOUNT OF \$11,808.98. MOTION PASSED.

Wastewater Monthly Report & August Minutes: Included in the packet for informational purposes.

vii. Parks And Recreation Committee – Henry Cote

Member Cote stated there was nothing to report.

viii. Building & Grounds Committee – Vern Gevik

Member Gevik reported that the Building Committee has been working with Widseth to identify city staff needs to be included in the feasibility study, taking into consideration the size of the existing building. Widseth continues to develop designs for both a potential remodel of the existing building and a potential new building. Once the designs are presented to the committee, the Building Committee will compare the costs of the proposed options.

Trail 77:

ix. Personnel – Andy Stewart/Darcy Peterson

Mayor Stewart stated there was nothing to report.

x. City Attorney – Gammello/Pearson – Tom Pearson

Attorney Pearson had no additional report.

xi. City Engineer – Widseth – Alex Bitter

Crow Wing County Chip Sealing: Discussion regarding chip sealing as addressed under the Wastewater/Road Committee section above.

Fritz Loven Bridge Funding: Engineer Bitter presented a funding letter received from MnDOT related to the Fritz Loven Bridge project. The letter indicates MnDOT's intent to increase the grant amount at project completion to maintain the city's share at a maximum of \$20,000 total—\$10,000 for engineering and \$10,000 for construction.

Mayor Stewart noted that a MnDOT grant agreement must be signed to lock in the funding, but the agreement had not yet been located or distributed. He requested council authorization to sign the agreement upon receipt. The goal is to bid the project in early January with construction targeted for next year.

MOTION BY DARCY PETERSON AND SECONDED BY WAYNE ANDERSON TO APPROVE THE SIGNING OF THE MNDOT GRANT AGREEMENT FOR THE FRITZ LOVEN BRIDGE. MOTION PASSED.

Old Business

No old business was presented.

New Business

Road Maintenance Quote – Rardin Excavating: City Administrator Fussy reported that the city's most recent road maintenance contract with Rardin Excavating dates to 2014 and that a new quote had been requested. The proposed contract would be effective October 1, 2026

through September 30, 2028, with renewal every three years. Administrator Fussy reviewed the proposed rates and found them reasonable and consistent with the city's existing budget allocations for salt, sand, contract labor for snow removal, and general road maintenance. It was noted that when the contract was previously put out for bids, no competing bids were received. Rardin's familiarity with city roads and established relationships with property owners were cited as additional advantages.

MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO APPROVE THE ROAD MAINTENANCE CONTRACT WITH RARDIN EXCAVATING FOR THE PERIOD OF OCTOBER 1, 2026, THROUGH SEPTEMBER 30, 2028. MOTION PASSED.

Announcements/Public Forum

Mary Beth Jones inquired about the city's stance regarding data centers potentially seeking to locate in the area, given the city's access to water resources. Mayor Stewart clarified that any such proposal would need to go through the Planning and Zoning process, including permit and conditional use permit applications, and that no such proposal is currently before the city. The public member expressed concern about the possibility of NDAs being signed that could limit public awareness. Mayor Stewart affirmed that any development proposal would require a public process.

Mary Beth Jones raised the question of whether the city would consider flying the new Minnesota state flag, offering to donate a new flag for that purpose. Council members acknowledged the request but indicated that the matter had not been previously discussed and that it would need to be taken under advisement.

Adjournment

MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO ADJOURN THE REGULAR CITY COUNCIL MEETING OF SEPTEMBER 28, 2026, AT 7:11 PM. MOTION PASSED.

Transcribed by Kathy Johansen
City of Lake Shore Deputy Clerk

Lake Shore Police Department
Monthly Activity Report

September 2026

106 Traffic Related Incidents:

Traffic warnings:	85
Traffic citations:	12
Warrant/DANCO arrest:	1
Death:	1
MV accident:	1
City ordinance violation:	1
Driving complaint:	1
Roadway Hazard:	4

65 Misc Calls for Service:

Alarms:	10
Fraud:	1
Burning complaint:	1
Disorderly conduct	4
Welfare check:	3
Medicals:	12
Suspicious activity:	4
Parking complaint:	1
Domestic Dispute:	2
Found/lost property:	1
Animal Complaint:	5
Public assist:	1
Agency assist:	7
General information:	13

Total Incidents: 171

Nisswa Fire Department Report

September 2026

Training for this month included cleaning and organizing Station 1, trucks/department vehicles, and stuffing bags for the Nisswa Elementary School. Goodie bags for the school included a sticker, washable tattoo, work/coloring booklet, pamphlets, and bracelets. Items within the goodie bag are fire safety based and include common household topics to discuss around fire safety.

Activities for this month included:

- Family Picnic on September 8th which was hosted by the Relief. At this event, firefighters and first responders were able to invite immediate family members for a shared meal, conversation and to play kickball together at the Nisswa Community Park.
- Represented at the Gals n Gills event at the MN Elks Youth Camp to honor female veterans.
- Participated in the fashion show during the Babinski Fall Festival. Earlier this year, our fire department and first responders were invited to participate in this event to raise money and promote adoption through the Babinski Foundation.
- Fall Festival Pancake Breakfast hosted by A&W. Firefighters cooked food at Nisswa Station 1 including bacon, sausage and pancakes. We then shuttled food to A&W to be served. We are very thankful for Emma and the A&W team for another successful event and for this past year of collaboration.

Call Breakdown:

Medical Calls	42
Structure Fire Calls/Vehicle Fire	2
Grass Fire/Brush Fire	0
Gas Leak/Odor	0
Power line down	0
Motor Vehicle Accidents	0
Carbon Monoxide/Smoke Detector	3
Rescue/Special Event	1
Cancelled en route	2
Total:	50 total

City of Nisswa: 27

Lake Edward Township: 14

Lake Shore: 8

Pelican Township: 1

Chief Bailey 218-851-2825

BANK RECONCILIATION

ACCOUNT NAME		GENERAL CHECKING MONTH ENDED		30-Sep-26	
G/L ACCOUNT BALANCE (GEN)		\$1,204,087.31			
CORONA VIRUS RELIEF FUND		\$95,820.61		AMERICAN NATIONAL	\$476,033.61
LSPD ADMIN FINES	Added 1/31/23	\$17,833.94		AMERICAN NATIONAL MM	\$1,203,853.78
P&Z PENALTIES	Added 1/31/23	\$18,900.00			
AMER NATL BANK (CD)		\$749,777.30			
POHL ROAD ASSESSMENTS		\$47,733.18	BALANCE PER BANK STMT		<u>\$1,679,887.39</u>
ROBINHOOD WAY ASSESSMENT		\$69,987.35			
DEBT SERVICE 2020A		-\$384,765.83			
MUNICIPAL STATE AID-STREET		\$1,612.50			
PARK DEDICATION FEE	Added 1/31/23	\$15,950.00			
G/L CAPITAL (SEWER)		\$98,923.97			
2020 STREET IMPROVEMENTS		\$0.00			
GLT-DEDICATED MATCH \$	Added 1/31/23	\$295,846.52			
G/L ACCOUNT BALANCE (SEWR)		\$128,233.29			
AMER NATL BANK (CD)		\$24,790.76			
TOTAL		\$2,384,730.90	ADD:	DEP IN TRANS	
ADD:	DEPOSITS		DATE	AMOUNT	
DATE	AMOUNT				
DEP. AFTER					
9/30/2026			9/30/2026		
		<u>\$2,384,730.90</u>			<u>\$1,679,887.39</u>
LESS:	DISBURSEMENTS		LESS:		
ITEM	AMOUNT		« AM NATL (CD)		
CKS AFTER		\$749,777.30	« AM NATL (CD)		
9/30/2026		\$24,790.76	OUTSTANDING CHECKS »		\$69,724.55
			SEE BELOW		
Total					
BANK BALANCE PER LEDGER		<u>\$1,610,162.84</u>	BANK BALANCE PER RECON.		<u>\$1,610,162.84</u>

CHECKS OUTSTANDING											
#	AMOUNT	#	AMOUNT	#	AMOUNT	#	AMOUNT	#	AMOUNT	#	AMOUNT
43828	\$714.50	43877	\$125.00	43888	\$908.98						
43836	\$2,400.00	43879	\$125.00	FS9292	\$261.52						
43839	\$18.01	43881	\$125.00								
43851	\$753.71	43853	\$411.50								
43867	\$311.36	43856	\$36.96								
43869	\$439.91	43857	\$786.46								
43870	\$38.60	43858	\$162.71								
43872	\$50.00	43860	\$16.00								
43873	\$50.00	43862	\$59,384.00								
43874	\$50.00	43863	\$2,408.00								
43875	\$50.00	43864	\$13.33								
43876	\$60.00	43865	\$24.00								
		6th Col	\$0.00								
		5th Col	\$0.00								
		4th Col	\$0.00								
		3rd Col	\$1,170.50								
		2nd Col	\$63,617.96		Before	30-Sep	\$69,724.55				
		1st Col	\$4,936.09		After	30-Sep	\$0.00				
		Total	\$69,724.55		Total		\$69,724.55				\$69,724.55

For the Period : 9/1/2026 To 9/30/2026

<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	\$1,040,635.30	\$353,210.61	\$189,758.60	\$1,204,087.31	\$0.00	\$69,275.16	\$1,273,362.47
Corona Virus Relief Funds	\$95,820.61	\$0.00	\$0.00	\$95,820.61	\$0.00	\$0.00	\$95,820.61
LSPD Administrative Fines	\$17,833.94	\$0.00	\$0.00	\$17,833.94	\$0.00	\$0.00	\$17,833.94
P&Z Penalties	\$18,900.00	\$0.00	\$0.00	\$18,900.00	\$0.00	\$0.00	\$18,900.00
American National CD - 1	\$749,777.30	\$0.00	\$0.00	\$749,777.30	\$0.00	\$0.00	\$749,777.30
Pohl Road Assessments	\$47,733.18	\$0.00	\$0.00	\$47,733.18	\$0.00	\$0.00	\$47,733.18
Robinhood Way Assessments	\$69,987.35	\$0.00	\$0.00	\$69,987.35	\$0.00	\$0.00	\$69,987.35
Debt Service 2020A	(\$384,765.83)	\$0.00	\$0.00	(\$384,765.83)	\$0.00	\$0.00	(\$384,765.83)
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	\$98,092.11	\$831.86	\$0.00	\$98,923.97	\$0.00	\$0.00	\$98,923.97
Trail - Dedicated Matching Funds	\$295,846.52	\$0.00	\$0.00	\$295,846.52	\$0.00	\$0.00	\$295,846.52
Sewage Collection and Disposal	\$146,835.94	\$3,693.14	\$22,295.79	\$128,233.29	\$0.00	\$449.39	\$128,682.68
American National CD - 2	\$24,790.76	\$0.00	\$0.00	\$24,790.76	\$0.00	\$0.00	\$24,790.76
Total	\$2,239,049.68	\$357,735.61	\$212,054.39	\$2,384,730.90	\$0.00	\$69,724.55	\$2,454,455.45

Fund Name: All Funds

Date Range: 09/01/2026 To 09/30/2026

<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>
09/02/2026	Payroll Period Ending 09/01/2026	43809	8/19/26-9/1/26 PD 9/2/26	N	Council/Town Board	100-41110-101-	\$ 298.71
	Total For Check	43809					\$ 298.71
09/02/2026	Payroll Period Ending 09/01/2026	43810	8/19/26-9/1/26 PD 9/2/26	N	Council/Town Board	100-41110-101-	\$ 279.33
	Total For Check	43810					\$ 279.33
09/02/2026	Payroll Period Ending 09/01/2026	43811	8/19/26-9/1/26 PD 9/2/26	N	City Administrator	100-41350-101-	\$ 1,890.66
	Total For Check	43811					\$ 1,890.66
09/02/2026	Payroll Period Ending 09/01/2026	43812	8/19/26-9/1/26 PD 9/2/26	N	Council/Town Board	100-41110-101-	\$ 269.33
	Total For Check	43812					\$ 269.33
09/02/2026	Payroll Period Ending 09/01/2026	43813	8/19/26-9/1/26 PD 9/2/26	N	Housekeeping/Grounds Maint	100-41942-101-	\$ 193.00
	Total For Check	43813					\$ 193.00
09/02/2026	Payroll Period Ending 09/01/2026	43814	8/19/26-9/1/26 PD 9/2/26	N	Chief of Police	100-42111-101-	\$ 2,294.86
	Total For Check	43814					\$ 2,294.86
09/02/2026	Payroll Period Ending 09/01/2026	43815	8/19/26-9/1/26 PD 9/2/26	N	Clerk	100-41425-101-	\$ 1,450.54
		43815			Planning and Zoning Office	100-41911-101-	\$ 39.20
		43815			Sewer Administration	602-49495-101-	\$ 78.41
	Total For Check	43815					\$ 1,568.15
09/02/2026	Payroll Period Ending 09/01/2026	43816	8/19/26-9/1/26 PD 9/2/26	N	Patrolman FT	100-42112-101-	\$ 1,361.79
	Total For Check	43816					\$ 1,361.79
09/02/2026	Payroll Period Ending 09/01/2026	43817	8/19/26-9/1/26 PD 9/2/26	N	Public Works Employee	100-43010-101-	\$ 884.81
	Total For Check	43817					\$ 884.81
09/02/2026	Payroll Period Ending 09/01/2026	43818	8/19/26-9/1/26 PD 9/2/26	N	Council/Town Board	100-41110-101-	\$ 282.61
	Total For Check	43818					\$ 282.61
09/02/2026	Payroll Period Ending 09/01/2026	43819	8/19/26-9/1/26 PD 9/2/26	N	Mayor	100-41310-101-	\$ 374.20
	Total For Check	43819					\$ 374.20
09/02/2026	STATE OF MINNESOTA PAYMENTS	DC90226	DC Payroll 8/19/26-9/1/26	N	City Administrator	100-41350-101-	\$ 50.00
		DC90226			Chief of Police	100-42111-101-	\$ 25.00
	Total For Check	DC90226					\$ 75.00

Fund Name: All Funds

Date Range: 09/01/2026 To 09/30/2026

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/02/2026	TASC CLIENT SERVICES	FS90226	EMPLOYEE FLEX CONTR PYRL 18 of 26	N	City Administrator	100-41350-101-	\$ 130.76
Total For Check FS90226							\$ 130.76
							\$ 261.52
09/02/2026	STATE OF MINNESOTA PAYMENTS	HCSPP90226	HCS P Payroll 8/19/26-9/1/26	N	City Administrator	100-41350-101-	\$ 150.00
		HCSPP90226			Clerk	100-41425-101-	\$ 138.75
		HCSPP90226			Planning and Zoning Office	100-41911-101-	\$ 3.75
		HCSPP90226			Chief of Police	100-42111-101-	\$ 150.00
		HCSPP90226			Sewer Administration	602-49495-101-	\$ 7.50
Total For Check HCSPP90226							\$ 450.00
09/02/2026	IRS DEPOSIT (PAYROLL)	IRS90226	Payroll Period 8/19/26-9/1/26 Pd 9/2/26	N	Council/Town Board	100-41110-101-	\$ 58.27
		IRS90226				100-41110-122-	\$ 20.15
		IRS90226				100-41110-126-	\$ 18.12
		IRS90226			Mayor	100-41310-101-	\$ 5.80
		IRS90226				100-41310-126-	\$ 5.80
		IRS90226			City Administrator	100-41350-101-	\$ 396.96
		IRS90226				100-41350-122-	\$ 163.57
		IRS90226				100-41350-126-	\$ 38.26
		IRS90226				100-41425-101-	\$ 297.58
		IRS90226			Clerk	100-41425-122-	\$ 123.61
		IRS90226				100-41425-126-	\$ 28.91
		IRS90226			Planning and Zoning Office	100-41911-101-	\$ 8.04
		IRS90226				100-41911-122-	\$ 3.34
		IRS90226				100-41911-126-	\$ 0.78
		IRS90226			Housekeeping/Grounds Maint	100-41942-101-	\$ 16.07
		IRS90226				100-41942-122-	\$ 13.02
		IRS90226				100-41942-126-	\$ 3.05
		IRS90226			Chief of Police	100-42111-101-	\$ 213.14
		IRS90226				100-42111-126-	\$ 44.34
		IRS90226			Patrolman FT	100-42112-101-	\$ 281.93
		IRS90226				100-42112-122-	\$ 127.14
		IRS90226				100-42112-126-	\$ 29.73
		IRS90226			Public Works Employee	100-43010-101-	\$ 193.19
		IRS90226				100-43010-122-	\$ 75.53
		IRS90226				100-43010-126-	\$ 17.66
		IRS90226			Sewer Administration	602-49495-101-	\$ 16.08
		IRS90226				602-49495-122-	\$ 6.68
		IRS90226				602-49495-126-	\$ 1.56
Total For Check IRS90226							\$ 2,208.31

Fund Name: All Funds

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<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>
09/02/2026	MN DEPT OF REVENUE (PAYROLL TAXES)	MN90226	Payroll Period 8/19/26-9/1/26 Pd 9/2/26	N	Council/Town Board	100-41110-101-	\$ 25.00
		MN90226			City Administrator	100-41350-101-	\$ 98.07
		MN90226			Clerk	100-41425-101-	\$ 97.60
		MN90226			Planning and Zoning Office	100-41911-101-	\$ 2.64
		MN90226			Chief of Police	100-42111-101-	\$ 100.02
		MN90226			Patrolman FT	100-42112-101-	\$ 87.51
		MN90226			Public Works Employee	100-43010-101-	\$ 55.69
		MN90226			Miscellaneous	100-49001-101-	\$ (0.01)
		MN90226			Sewer Administration	602-49495-101-	\$ 5.28
		MN90226					\$ 471.80
09/02/2026	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA90226	Payroll Period 8/19/26-9/1/26 Pd 9/2/26	N	Council/Town Board	100-41110-101-	\$ 31.25
		PERA90226			Mayor	100-41110-121-	\$ 31.25
		PERA90226				100-41310-101-	\$ 20.00
		PERA90226				100-41310-121-	\$ 20.00
		PERA90226			City Administrator	100-41350-101-	\$ 189.74
		PERA90226				100-41350-121-	\$ 218.93
		PERA90226			Clerk	100-41425-101-	\$ 138.61
		PERA90226				100-41425-121-	\$ 159.93
		PERA90226			Planning and Zoning Office	100-41911-101-	\$ 3.75
		PERA90226				100-41911-121-	\$ 4.33
		PERA90226			Chief of Police	100-42111-101-	\$ 393.93
		PERA90226				100-42111-121-	\$ 590.90
		PERA90226			Patrolman FT	100-42112-101-	\$ 259.67
		PERA90226				100-42112-121-	\$ 389.50
		PERA90226			Public Works Employee	100-43010-101-	\$ 79.19
		PERA90226				100-43010-121-	\$ 91.37
		PERA90226			Sewer Administration	602-49495-101-	\$ 7.49
		PERA90226				602-49495-121-	\$ 8.64
		PERA90226					\$ 2,638.48
09/09/2026	A. W. RESEARCH LABORATORIES, INC.	43820	AUG 2026 INV 82048	N	Sanitary Sewer Maintenance	602-43252-302-	\$ 839.40
		43820					\$ 839.40
09/09/2026	BRAUN INTERTEC CORP	43821	GLT PROF SVCS 8/1/26-8/28/26 INV# IN1027266	N	Purchasing	100-41570-514-	\$ 5,960.00
		43821					\$ 5,960.00

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<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>
09/09/2026	BRAUN INTERTEC CORP	43822	GLT PROF SVCS 7/4/26-7/31/26 INV# IN1025376	N	Purchasing	100-41570-514-	\$ 2,454.00
	Total For Check	43822					\$ 2,454.00
09/09/2026	COLUMN SOFTWARE PBC	43823	9.14.26 PCBOA MTG	N	Planning and Zoning Office	100-41911-351-	\$ 79.65
	Total For Check	43823					\$ 79.65
09/09/2026	FIRST IMPRESSION PRINT & DESIGN	43824	PD TICKETS;TOW FORMS;BUS CARDS	N	Police	100-42101-211-	\$ 661.30
	Total For Check	43824					\$ 661.30
09/09/2026	GALLS LLC	43825	HANDCUFFS; KNIFE;CUFF CASE	N	Patrolman FT	100-42112-208-	\$ 365.06
	Total For Check	43825					\$ 365.06
09/09/2026	GOPHER STATE ONE-CALL INC	43826	AUG 2026 SVC-BILLABLE TICKETS INV 6080532	N	Sanitary Sewer Maintenance	602-43252-300-	\$ 16.20
	Total For Check	43826					\$ 16.20
09/09/2026	LAMS.INC	43827	INV 74444	N	General Government Buildings and Plant	100-41940-310-	\$ 36.96
	Total For Check	43827					\$ 36.96
09/09/2026	MN ASSN OF SMALL CITIES	43828	2026-2027 MEMBERSHIP	N	Other General Government	100-41901-433-	\$ 714.50
	Total For Check	43828					\$ 714.50
09/09/2026	M - R SIGN CO., INC.	43829	ADDRESS SIGNS	N	Highways, Streets & Roadways	100-43101-226-	\$ 86.85
	Total For Check	43829					\$ 86.85
09/09/2026	NCPERS GROUP LIFE INS.	43830	GRP LIFE INSURANCE-UNIT 571200 INV 571200092026	N	Chief of Police	100-42111-101-	\$ 16.00
	Total For Check	43830					\$ 16.00
09/09/2026	NISSWA HARDWARE	43831	BRUSH/PART INV153028/5	N	Cemetery	100-49010-225-	\$ 45.97
	Total For Check	43831					\$ 45.97
09/09/2026	NORTHLAND SEPTIC MAINTENANCE INC	43832	SEPTIC MAINT INV 34278	N	Sewage Collection and Disposal	602-43250-300-	\$ 495.00
	Total For Check	43832					\$ 495.00
09/09/2026	ON SYSTEMS INC	43833	MGD SVC PLAN & MICROSOFT 365 INV 13177	N	Other General Government	100-41901-415-	\$ 687.37
	Total For Check	43833					\$ 687.37

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Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/09/2026	PURCHASE POWER	43834	SENDPRO POSTAGE #8000-9000-0325-854 2	N	Other General Government	100-41901-322-	\$ 53.38
Total For Check							\$ 53.38
09/09/2026	CITY OF PEQUOT LAKES	43835	MTHLY WW OPS 2649;SEWER INSPS 2642;2641;2643	N	Sanitary Sewer Maintenance	602-43252-300-	\$ 4,013.05
Total For Check							\$ 4,013.05
09/09/2026	SWENSON AGGREGATE & CONSTRUCTION	43836	CRUSHED ASPHALT INV 1797	N	Highways, Streets & Roadways	100-43101-310-	\$ 2,400.00
Total For Check							\$ 2,400.00
09/09/2026	CHARTER COMMUNICATIONS	43837	BUSINESS INTERNET;WIFI INV175599201090126	N	Other General Government	100-41901-321-	\$ 265.34
Total For Check							\$ 265.34
09/09/2026	US BANK EQUIPMENT FINANCE	43838	RICOH COPIER CONTRACT INV 590082228	N	Other General Government	100-41901-415-	\$ 458.93
Total For Check							\$ 458.93
09/09/2026	VERIZON WIRELESS	43839	PHONE BILL-INV 6152168390 ACCT486724156-00002	N	Communication Services	100-42151-321-	\$ 18.01
Total For Check							\$ 18.01
09/09/2026	WASTE PARTNERS INC.	43840	TRASH REMOVAL INV 68X02894	N	General Government Buildings and Plant	100-41940-384-	\$ 117.68
Total For Check							\$ 117.68
09/09/2026	WIDSETH SMITH NOLTING & ASSOC. INC.	43841	GLTRAIL; GEN ENG;STR IMPV;247724;247725;247726	N	Purchasing	100-41570-409-	\$ 21,405.00
							\$ 4,555.00
							\$ 20,242.09
Total For Check							\$ 46,202.09
09/09/2026	CHASE CARD SERVICES	CHASE90926	SEP CC STATEMENT ACCT ENDING 5961	N	Other General Government	100-41901-201-	\$ 26.30
							\$ 488.94
							\$ 91.94
							\$ 274.80
							\$ 15.07
							\$ 568.05

Fund Name: All Funds

Date Range: 09/01/2026 To 09/30/2026

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/09/2026	DELTA DENTAL	CHASE90926			Cemetery	100-49010-225-	\$ 184.89
		CHASE90926				100-49010-310-	\$ 22.82
		Total For Check	CHASE90926				\$ 1,672.81
09/14/2026	MEDICA	DELTA90926	INSURANCE PREMIUM SEP 2026 ONLINE PYMT	N	City Administrator	100-41350-131-	\$ 161.31
		DELTA90926			Chief of Police	100-42111-131-	\$ 161.31
		Total For Check	DELTA90926				\$ 322.62
09/16/2026	Payroll Period Ending 09/15/2026	MEDICA91421	COVERAGE 10/2026 INV	N	City Administrator	100-41350-131-	\$ 2,102.66
		949306714475 ONLINE PYMT			Chief of Police	100-42111-131-	\$ 2,924.33
		MEDICA91421			Patrolman FT	100-42112-131-	\$ 449.74
		Total For Check	MEDICA9142				\$ 5,476.73
09/16/2026	Payroll Period Ending 09/15/2026	43842	Payroll Period 9/2/26-9/15/26	N	City Administrator	100-41350-101-PD 9/16/26	\$ 1,890.66
		Total For Check	43842				\$ 1,890.66
09/16/2026	Payroll Period Ending 09/15/2026	43843	Payroll Period 9/2/26-9/15/26	N	Chief of Police	100-42111-101-PD 9/16/26	\$ 2,354.57
		Total For Check	43843				\$ 2,354.57
09/16/2026	Payroll Period Ending 09/15/2026	43844	Payroll Period 9/2/26-9/15/26	N	Clerk	100-41425-101-PD 9/16/26	\$ 1,411.62
		43844			Planning and Zoning Office	100-41911-101-	\$ 38.15
		43844			Miscellaneous	100-49001-101-	\$ 0.01
		43844			Sewer Administration	602-49495-101-	\$ 76.30
09/16/2026	Payroll Period Ending 09/15/2026	Total For Check	43844				\$ 1,526.08
09/16/2026	Payroll Period Ending 09/15/2026	43845	Payroll Period 9/2/26-9/15/26	N	Patrolman FT	100-42112-101-PD 9/16/26	\$ 1,805.61
		Total For Check	43845				\$ 1,805.61
09/16/2026	Payroll Period Ending 09/15/2026	43846	Payroll Period 9/2/26-9/15/26	N	Public Works Employee	100-43010-101-PD 9/16/26	\$ 788.07
		Total For Check	43846				\$ 788.07
09/16/2026	STATE OF MINNESOTA PAYMENTS	DC91626	DC Payroll 9/2/26-9/15/26	N	City Administrator	100-41350-101-DC91626	\$ 50.00
		DC91626			Chief of Police	100-42111-101-	\$ 25.00
		Total For Check	DC91626				\$ 75.00

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Date	Vendor	Check #	Description	Void	Account Name	FA-O-P	Total
09/16/2026	TASC CLIENT SERVICES	FS91626	EMPLOYEE FLEX CONTR PYRL 19 of 26	N	City Administrator	100-41350-101-	\$ 130.76
		FS91626			Chief of Police	100-42111-101-	\$ 130.76
	Total For Check	FS91626					\$ 261.52
09/16/2026	STATE OF MINNESOTA PAYMENTS	HCSP91626	HCSP Payroll 9/2/26-9/15/26	N	City Administrator	100-41350-101-	\$ 150.00
		HCSP91626			Clerk	100-41425-101-	\$ 3.75
		HCSP91626			Planning and Zoning Office	100-41911-101-	\$ 138.75
		HCSP91626			Chief of Police	100-42111-101-	\$ 150.00
		HCSP91626			Sewer Administration	602-49495-101-	\$ 7.50
	Total For Check	HCSP91626					\$ 450.00
09/16/2026	IRS DEPOSIT (PAYROLL)	IRS91626	Payroll Period 9/2/26-9/15/26 Pd 9/16/26	N	City Administrator	100-41350-101-	\$ 396.96
		IRS91626				100-41350-122-	\$ 163.57
		IRS91626				100-41350-126-	\$ 38.26
		IRS91626			Clerk	100-41425-101-	\$ 286.74
		IRS91626				100-41425-122-	\$ 120.06
		IRS91626				100-41425-126-	\$ 28.07
		IRS91626			Planning and Zoning Office	100-41911-101-	\$ 7.75
		IRS91626				100-41911-122-	\$ 3.24
		IRS91626				100-41911-126-	\$ 0.76
		IRS91626			Chief of Police	100-42111-101-	\$ 220.66
		IRS91626				100-42111-126-	\$ 45.24
		IRS91626			Patrolman FT	100-42112-101-	\$ 409.31
		IRS91626				100-42112-122-	\$ 170.45
		IRS91626				100-42112-126-	\$ 39.86
		IRS91626			Public Works Employee	100-43010-101-	\$ 183.99
		IRS91626				100-43010-122-	\$ 68.07
		IRS91626				100-43010-126-	\$ 15.92
		IRS91626			Sewer Administration	602-49495-101-	\$ 15.50
		IRS91626				602-49495-122-	\$ 6.49
		IRS91626				602-49495-126-	\$ 1.52
	Total For Check	IRS91626					\$ 2,222.42
09/16/2026	MN DEPT OF REVENUE (PAYROLL TAXES)	MN91626	Payroll Period 9/2/26-9/15/26 Pd 9/16/26	N	City Administrator	100-41350-101-	\$ 98.07
		MN91626			Clerk	100-41425-101-	\$ 93.94
		MN91626			Planning and Zoning Office	100-41911-101-	\$ 2.54
		MN91626			Chief of Police	100-42111-101-	\$ 103.72
		MN91626			Patrolman FT	100-42112-101-	\$ 129.41
		MN91626			Public Works Employee	100-43010-101-	\$ 49.67

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Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total					
09/16/2026	PUBLIC EMPLOYEES RETIREMENT ASSN	MN91626	Payroll Period 9/2/26-9/15/26 Pd 9/16/26	N	City Administrator	602-49495-101-	\$ 5.08					
		MN91626					\$ 482.43					
		Total For Check										
		PERA91626					100-41350-121-	\$ 218.93				
		PERA91626					100-41425-101-	\$ 134.88				
		PERA91626					100-41425-121-	\$ 155.63				
		PERA91626					100-41911-101-	\$ 3.65				
		PERA91626					100-41911-121-	\$ 4.21				
		PERA91626					100-42111-101-	\$ 401.32				
		PERA91626					100-42111-121-	\$ 601.98				
09/21/2026	LINDA HALVERSON	43847	'26 Primary Election Judge-18.5/hrs @ \$18/hr on 8/11/26	N	Elections	100-41410-101-	\$ 331.53					
							Total For Check					\$ 2,735.02
							PERA91626	602-49495-101-	\$ 7.29			
							PERA91626	602-49495-121-	\$ 8.41			
							PERA91626	100-43010-101-	\$ 71.36			
							PERA91626	100-43010-121-	\$ 82.34			
							PERA91626	100-49001-101-	\$ 0.01			
							PERA91626	100-49495-101-	\$ 0.01			
							PERA91626	100-49495-101-	\$ 7.29			
							PERA91626	602-49495-121-	\$ 8.41			
09/21/2026	ELECTRIC PUMP	43848	Retro-Grates for Multiple LS Inv 041171	N	Sewer Utilities - Administration and General	602-49490-310-	\$ 13,805.00					
							Total For Check					\$ 13,805.00
							43849	2026 Street Improvements - Svcs 8/8/26-9/4/26	N	Purchasing	100-41570-530-	\$ 646.50
							Total For Check					\$ 646.50
09/24/2026	CROW WING POWER	43850	POWER BILL DATE 9/14/2026	N	Street Lighting Park Areas Cemetery Sewer Utilities - Sewer Lift Stations	100-43160-381- 100-45202-381- 100-49010-381- 602-49470-381-	\$ 40.60					
							\$ 40.11					
							\$ 168.25					
							\$ 389.70					
Total For Check					\$ 638.66							
09/24/2026	CIRCLE K /FLEET	43851	FUEL PW 115109676 PD	N	Automotive Services	100-42152-212-	\$ 413.52					
							Total For Check					\$ 413.52

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<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>
		43851			Public Works General	100-43001-212-	\$ 340.19
		Total For Check					\$ 753.71
09/24/2026	CTC - 446126	43852	PHONES-ACCT 00018679-6 INV	N	Other General Government	100-41901-321-	\$ 268.87
		43852	21909059		Communication Services	100-42151-321-	\$ 41.30
		Total For Check					\$ 310.17
09/24/2026	FYLES SATELLITES INC	43853	PORTABLE RESTROOMS 2 MTHS	N	Park Areas	100-45202-300-	\$ 411.50
			INV 16556				
		Total For Check					\$ 411.50
09/24/2026	GAMMELLO & PEARSON, PLLC	43854	PZ/TRL/RET STMT	N	Purchasing	100-41570-514-	\$ 210.00
			115127-115129, 115131, 115132				
		43854			Other General Government	100-41901-304-	\$ 600.00
		43854			Planning and Zoning Office	100-41911-305-	\$ 1,215.00
		43854				100-41911-305-	\$ 510.00
		43854			Sanitary Sewer Maintenance	602-43252-300-	\$ 270.00
		Total For Check					\$ 2,805.00
09/24/2026	HENRY COTE	43855	REPLACEMENT FOR LOST CHECK	N	Council/Town Board	100-41110-101-	\$ 279.33
			43455 4.1.26				
		Total For Check					\$ 279.33
09/24/2026	LAMS, INC	43856	INV 74445	N	General Government Buildings and Plant	100-41940-310-	\$ 36.96
		Total For Check					\$ 36.96
09/24/2026	MINNESOTA POWER	43857	BILL DATE SEP 2026 MULTIPLE	N	General Government Buildings and Plant	100-41940-381-	\$ 423.45
		43857	ACCTS		Street Lighting	100-43160-381-	\$ 113.62
		43857			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 249.39
		Total For Check					\$ 786.46
09/24/2026	M - R SIGN CO., INC.	43858	ADDRESS SIGNS	N	Highways, Streets & Roadways	100-43101-226-	\$ 162.71
		Total For Check					\$ 162.71
09/24/2026	NELSON SANITATION & RENTAL, INC.	43859	INV 2026-14246 LIFT STATIONS	N	Sewer Utilities - Sewer Lift Stations	602-49470-310-	\$ 1,587.80
			CLEANING				
		Total For Check					\$ 1,587.80

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Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/24/2026	NCPERS GROUP LIFE INS.	43860	GRP LIFE INSURANCE-UNIT 571200 INV 571200102026	N	Chief of Police	100-42111-101-	\$ 16.00
	Total For Check	43860					<u>\$ 16.00</u>
09/24/2026	NISSWA AUTOMOTIVE	43861	2020 FORD OIL CHG/FILTER	N	Automotive Services	100-42152-217-	\$ 109.35
	Total For Check	43861					<u>\$ 109.35</u>
09/24/2026	NISSWA FIRE DEPARTMENT	43862	2ND HALF CONTRACT PMT 2026	N	Fire Fighting	100-42220-415-	\$ 59,384.00
	Total For Check	43862					<u>\$ 59,384.00</u>
09/24/2026	NISSWA FIREMANS RELIEF ASSOCIATION	43863	2ND HALF FIREMANS RELIEF 2026	N	Fire Fighting	100-42220-415-	\$ 2,408.00
	Total For Check	43863					<u>\$ 2,408.00</u>
09/24/2026	CASS COUNTY ATTORNEY'S OFFICE	43864	AUG 2026 1/3 OF FINES	N	Police	100-42101-300-	\$ 13.33
	Total For Check	43864					<u>\$ 13.33</u>
09/24/2026	DARCEY A KARSWICK	43865	PD TRANSCRIPTION SVCS INV 563	N	Police	100-42101-300-	\$ 24.00
	Total For Check	43865					<u>\$ 24.00</u>
09/24/2026	SOURCEWELL	43866	PZ SVC AUG 2026 INV00007122	N	Planning and Zoning	100-41910-300-	\$ 3,360.00
	Total For Check	43866					<u>\$ 3,360.00</u>
09/24/2026	THE LINCOLN NATIONAL LIFE INS. CO.	43867	PREMIUM PYMT ACCT ATCLSHORE-BL-1558002	N	City Administrator	100-41350-133-	\$ 139.60
	Total For Check	43867			Chief of Police	100-42111-133-	<u>\$ 171.76</u>
							<u>\$ 311.36</u>
09/24/2026	LOON LAKE TOWNSHIP	43868	SHARED BILLING COST-GUARDRAIL DELIVERY	N	Highways, Streets & Roadways	100-43101-310-	\$ 3,687.20
	Total For Check	43868					<u>\$ 3,687.20</u>
09/24/2026	VERIZON WIRELESS	43869	PHONE BILL-INV 6152410943 ACCT642046092-00001	N	Communication Services	100-42151-321-	\$ 439.91
	Total For Check	43869					<u>\$ 439.91</u>
09/24/2026	XCEL ENERGY	43870	NATURAL GAS SVC STMT 994492175	N	General Government Buildings and Plant	100-41940-383-	\$ 38.60
	Total For Check	43870					<u>\$ 38.60</u>
09/24/2026	JAMES R. WOLL	43871	SEP 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00

Fund Name: All Funds

Date Range: 09/01/2026 To 09/30/2026

<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>
09/24/2026 TROY MAGNUSON		Total For Check 43871					\$ 50.00
09/24/2026 TROY MAGNUSON		43872	SEP 2026 RWW	N	Sewer Committee	602-41333-318-	\$ 50.00
09/24/2026 JUSTIN STAHNKE		Total For Check 43872					\$ 50.00
09/24/2026 JUSTIN STAHNKE		43873	SEP 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
09/24/2026 JUSTIN STAHNKE		Total For Check 43873					\$ 50.00
09/24/2026 JIM HALVERSON		43874	SEP 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
09/24/2026 JIM HALVERSON		Total For Check 43874					\$ 50.00
09/24/2026 TERRY HANSEN		43875	SEP 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
09/24/2026 TERRY HANSEN		Total For Check 43875					\$ 50.00
09/24/2026 ALEX KUHN		43876	SEP 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 60.00
09/24/2026 ALEX KUHN		Total For Check 43876					\$ 60.00
09/24/2026 KEVIN J. EGAN		43877	SEP 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
09/24/2026 KEVIN J. EGAN		Total For Check 43877					\$ 125.00
09/24/2026 DAVID RIEGERT		43878	SEP 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
09/24/2026 DAVID RIEGERT		Total For Check 43878					\$ 125.00
09/24/2026 T.J. GRABER		43879	SEP 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
09/24/2026 T.J. GRABER		Total For Check 43879					\$ 125.00
09/24/2026 PATRICK J. SMITH		43880	SEP 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
09/24/2026 PATRICK J. SMITH		Total For Check 43880					\$ 125.00
09/24/2026 SEAN WELDON		43881	SEP 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
09/24/2026 SEAN WELDON		Total For Check 43881					\$ 125.00
09/29/2026 Payroll Period Ending 09/29/2026		43883	Payroll Period 9/16/26-9/29/26 PD 9/29/26	N	City Administrator	100-41350-101-	\$ 1,890.66
09/29/2026 Payroll Period Ending 09/29/2026		Total For Check 43883					\$ 1,890.66
09/29/2026 Payroll Period Ending 09/29/2026		43884	Payroll Period 9/16/26-9/29/26 PD 9/29/26	N	Housekeeping/Grounds Maint	100-41942-101-	\$ 404.40
09/29/2026 Payroll Period Ending 09/29/2026		Total For Check 43884					\$ 404.40
09/29/2026 Payroll Period Ending 09/29/2026		43885	Payroll Period 9/16/26-9/29/26 PD 9/29/26	N	Chief of Police	100-42111-101-	\$ 2,290.20

Fund Name: All Funds

Date Range: 09/01/2026 To 09/30/2026

<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>
		Total For Check					2,290.20
09/29/2026	Payroll Period Ending 09/29/2026	43886	Payroll Period 9/16/26-9/29/26 PD 9/29/26	N	Clerk	100-41425-101-	\$ 1,328.83
		43886			Planning and Zoning Office	100-41911-101-	\$ 35.91
		43886			Sewer Administration	602-49495-101-	\$ 71.83
		Total For Check					1,436.57
09/29/2026	Payroll Period Ending 09/29/2026	43887	Payroll Period 9/16/26-9/29/26 PD 9/29/26	N	Patrolman FT	100-42112-101-	\$ 1,772.32
		Total For Check					1,772.32
09/29/2026	Payroll Period Ending 09/29/2026	43888	Payroll Period 9/16/26-9/29/26 PD 9/29/26	N	Public Works Employee	100-43010-101-	\$ 908.98
		Total For Check					908.98
09/29/2026	STATE OF MINNESOTA PAYMENTS	DC92926	DC Payroll 9/16/26-9/29/26	N	City Administrator	100-41350-101-	\$ 50.00
		DC92926			Chief of Police	100-42111-101-	\$ 25.00
		Total For Check					75.00
09/29/2026	TASC CLIENT SERVICES	FS92926	EMPLOYEE FLEX CONTR PYRL 20 of 26	N	City Administrator	100-41350-101-	\$ 130.76
		FS92926			Chief of Police	100-42111-101-	\$ 130.76
		Total For Check					261.52
09/29/2026	STATE OF MINNESOTA PAYMENTS	HCS92926	HCS Payroll 9/16/26-9/29/26	N	City Administrator	100-41350-101-	\$ 150.00
		HCS92926			Clerk	100-41425-101-	\$ 138.75
		HCS92926			Planning and Zoning Office	100-41911-101-	\$ 3.75
		HCS92926			Chief of Police	100-42111-101-	\$ 150.00
		HCS92926			Sewer Administration	602-49495-101-	\$ 7.50
		Total For Check					450.00
09/29/2026	IRS DEPOSIT (PAYROLL)	IRS92926	Payroll Period 9/16/26-9/29/26 Pd 9/29/26	N	City Administrator	100-41350-101-	\$ 396.96
		IRS92926				100-41350-122-	\$ 163.57
		IRS92926				100-41350-126-	\$ 38.26
		IRS92926			Clerk	100-41425-101-	\$ 263.71
		IRS92926				100-41425-122-	\$ 112.48
		IRS92926				100-41425-126-	\$ 26.31
		IRS92926			Planning and Zoning Office	100-41911-101-	\$ 7.13
		IRS92926				100-41911-122-	\$ 3.04
		IRS92926				100-41911-126-	\$ 0.71

Fund Name: All Funds

Date Range: 09/01/2026 To 09/30/2026

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
09/29/2026	MN DEPT OF REVENUE (PAYROLL TAXES)	IRS92926	Payroll Period 9/16/26-9/29/26 Pd 9/29/26	N	City Administrator	100-41942-101-	33.66
		IRS92926				100-41942-122-	27.28
		IRS92926				100-41942-126-	6.38
		IRS92926				100-42111-101-	210.14
		IRS92926				100-42111-126-	44.34
		IRS92926				100-42112-101-	399.76
		IRS92926				100-42112-122-	167.20
		IRS92926				100-42112-126-	39.10
		IRS92926				100-43010-101-	195.50
		IRS92926				100-43010-122-	77.40
		IRS92926				100-43010-126-	18.10
		IRS92926				602-49495-101-	14.25
		IRS92926				602-49495-122-	6.08
Total For Check						1.42	
						\$ 2,252.78	
09/29/2026	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA92926	Payroll Period 9/16/26-9/29/26 Pd 9/29/26	N	City Administrator	100-41350-101-	189.74
		PERA92926				100-41350-121-	218.93
		PERA92926				100-41425-101-	126.95
		PERA92926				100-41425-121-	146.48
		PERA92926				100-41911-101-	3.43
		PERA92926				100-41911-121-	3.96
		PERA92926				100-42111-101-	393.93
		PERA92926				100-42111-121-	590.90
		PERA92926				100-42112-101-	335.92
		PERA92926				100-42112-121-	503.88
		PERA92926				100-43010-101-	81.14
		PERA92926				100-43010-121-	93.62
		PERA92926				100-49001-101-	(0.01)
PERA92926	602-49495-101-	6.86					
PERA92926	602-49495-121-	7.92					
Total For Check						\$ 473.39	

Fund Name: All Funds

Date Range: 09/01/2026 To 09/30/2026

Date Vendor

Check #
Total For Check PERA92926

Description

Void Account Name

F-A-O-P

Total For Selected Checks

<u>Total</u>	
\$	2,703.65
\$	212,054.39

STAFF REPORT TO THE LAKE SHORE CITY COUNCIL

TO: MAYOR AND COUNCIL MEMBERS
FROM: LAURA FUSSY, CLERK/ADMINISTRATOR
SUBJECT: AUTHORIZED BANK SIGNERS
DATE: 10/22/2026

American National Bank has requested updated City Council minutes confirming the individuals authorized to sign and conduct banking transactions on behalf of the City of Lake Shore.

The City's authorized banking representatives are:

- Andy Stewart
- Kathy Johansen
- Laura Fussy

STAFF REPORT TO THE LAKE SHORE CITY COUNCIL

TO: MAYOR AND COUNCIL MEMBERS
FROM: LAURA FUSSY, CLERK/ADMINISTRATOR
SUBJECT: SET CANVASS DATE FOR GENERAL ELECTION
DATE: 10/22/2026

The City Council will have to set a date and time to canvass the election results (a quorum is needed).

The last day to canvass results of the general election is November 14, 2026.

We will not have the results from Cass County until the afternoon of November 9th.

**BOARD OF ADJUSTMENT/PLANNING COMMISSION
CITY OF LAKE SHORE
LAKE SHORE CITY HALL
MINUTES
SEPTEMBER 14, 2026
9:00 AM**

Commission Members in attendance: Commission Chair PJ Smith, Dave Riegert, Sean Weldon, TJ Graber, and Alternate Kevin Egan; Council Liaison Andrew Stewart; City Engineer Alex Bitter; Sourcewell Nicole Hausmann; Clerk/Administrator Laura Fussy; and Deputy Clerk Kathy Johansen. Member Alex Kuhn arrived late. A quorum was present, and the Commission was competent to conduct business. There were thirteen people in the audience.

Commission Chair Smith called the meeting to order at 9:00 AM.

Approval of the August 10, 2026, Regular Meeting Minutes – MOTION BY DAVE RIEGERT AND SECONDED BY SEAN WELDON TO APPROVE THE MINUTES FOR THE AUGUST 10, 2026, BOARD OF ADJUSTMENT/PLANNING COMMISSION AS PRESENTED. MOTION PASSED.

PUBLIC HEARING –

MOTION BY KEVIN EGAN AND SECONDED BY TJ GRABER TO OPEN THE PUBLIC HEARING AT 9:02 AM. MOTION PASSED.

Variance Application 09-26 –(5a) from Tabled August 10, 2026 meeting (5a): Pfannenstien, Dwight & Bonfig, Amy variances to construct additions to the existing structure that do not meet the lake setback or the road right-of-way setbacks and impervious surface coverage. PID #90-400-0020.

The applicant is requesting the following variances:

1. To construct a 558 square foot addition (west side) of the existing garage (with an additional 76 square feet to the front of the garage) and an upper-level addition (A-frame with livable space) connecting the dwelling and garage to an existing legal non-conforming dwelling.
 - a. The garage addition will be located 70 feet from the Ordinary High-Water Mark (OHW), where 75 feet is required.
 - b. The upper (A-frame) addition will be located 64.8 feet from the Ordinary High-Water Mark (OHW), where 75 feet is required.
 - c. The addition will be located 28.3 feet from the road right-of-way setback, where 30 feet is required.
2. To construct a 300 square foot addition (South side) to an existing legal non-conforming dwelling.
 - a. The addition will be located 26.2 feet from the road right-of-way setback, where 30 feet is required.
3. To allow impervious surface coverage of 25.3%, where 25% is allowed by Ordinance.

*All per the updated Certificate of Survey and drawings provided with the application on 8/26/2026 & 9/2/2026.

The subject property is +/- .36 Acres (15,700 sq. ft.) and is zoned Residential, Medium Density R-2 (Shoreland) – Upper Gull Lake (Recreational Development).

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

1. The subject property is located at 8265 Harold Lane and is zoned Residential, Medium Density R-2 (Shoreland); (Upper Gull Lake - Recreational Development).
2. The subject property is +/- .36 Acres (15,700 sq. ft.).
3. The subject property contains a legal existing non-conforming dwelling (1,108 square feet) with an attached garage (528 square feet) and an elevated patio.
4. The existing shed would be removed.
5. The proposed additions would be attached to the existing legal non-conforming dwelling.
6. The proposed additions would meet the side yard setback.
7. The property owners will be utilizing pervious material.
8. The property is on the city sewer sanitary system.
9. The total impervious surface for the property is 25.3%, where 25% is the maximum impervious surface total for the parcel in the Residential, Medium Density R-2 (Shoreland) zone for a riparian RD lake. The impervious surface is being reduced to 25.3% per the updated documents provided on 8/26/2026 & 9/2/2026.
10. A stormwater management plan has been submitted to the city with the variance application and reviewed by the City Engineer.
11. No extensive research was conducted regarding similar structures in similar locations for property within the immediate vicinity of the subject property. A review of aerial imagery obtained from GIS was utilized.
12. A site visit was conducted on 8/26/2026 by Sourcewell.
13. The DNR has been notified of the request, and no comment has been received as of the time this staff report was drafted.
14. The City Engineer has been notified of the request, and the comment received as of the time this staff report was drafted.
15. Notice of this variance application was published in the local newspaper & distributed to property owners within the required distance to the property (500 ft.). No comments have been received as of the drafting of this staff report.

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

16. Will granting the variance put the property to use in a reasonable manner not permitted by the zoning ordinance?
 - a. Yes, granting the variance to allow the proposed west-side garage addition that will not meet the required lake or road right-of-way setback will put the property to use in a reasonable manner not otherwise permitted by the zoning ordinance. The addition is attached to an existing legal nonconforming dwelling and garage and allows the property owner to improve and modernize the existing structure while maintaining residential use of the property.
 - b. Yes, granting the variance to allow the proposed south-side addition to an existing legal nonconforming dwelling will put the property to use in a reasonable manner not otherwise permitted by the zoning ordinance. The addition represents a reasonable expansion of an existing home and allows continued residential use and property improvements in a manner consistent with the surrounding residential neighborhood.
 - c. Yes, granting the variance to allow impervious surface coverage of 25.3%, where 20% is permitted in the Residential, Medium Density R-2 Shoreland District, will put the property to use in a reasonable manner not otherwise permitted by the zoning ordinance. The property's impervious coverage currently stands at 28.66% and will decrease under this proposal. The applicants have submitted a stormwater management plan and incorporated pervious materials to address runoff and water-quality

considerations.

17. Does the property have unique circumstances that were not created by the landowner?
 - a. Yes, the request to allow the garage addition is necessitated by unique circumstances not created by the landowner. The property is a substandard-sized shoreland lot of approximately 15,700 square feet that contains an existing legal nonconforming dwelling and attached garage. The location of the existing structures, road frontage, and proximity to Upper Gull Lake limit opportunities for expansion that fully comply with current setback requirements.
 - b. Yes, the request to construct an addition to the south side of the existing legal nonconforming dwelling is influenced by unique circumstances not created by the landowner. The existing dwelling was established prior to current ordinance standards, and the property's size and configuration limit opportunities for reasonable expansion while maintaining compliance with all current shoreland development requirements.
 - c. Yes, the property is a small, developed shoreland parcel containing existing legal nonconforming structures and improvements that were established over time. The lot's size and configuration, combined with the existing development footprint, limits the ability to achieve full compliance without significant alteration of established improvements.
18. If the variance is granted, will the essential character of the locality remain consistent?
 - a. Yes, granting the variance to allow the proposed addition to not meet the lake or road right-of-way setbacks will maintain the essential character of the locality. The addition will remain attached to the existing legal nonconforming dwelling and garage, continue the property's residential use, and be consistent with the established pattern of lakefront residential development along Upper Gull Lake.
 - b. Yes, granting the variance to allow construction of the south-side addition to the existing legal nonconforming dwelling will maintain the essential character of the locality. The reduced setback is limited in scope and will not materially affect the neighborhood's residential appearance or development pattern.
 - c. Yes, granting the variance to allow impervious surface coverage of 25.3%, where 20% is permitted within the Residential, Medium Density R-2 Shoreland District, will maintain the essential character of the locality. The impervious coverage currently exists on the property and will decrease as part of this application.
19. Will the variance, if granted, be consistent with the comprehensive plan and be in harmony with the purpose and intent of the City of Lake Shore ordinances?
 - a. Yes, the request, with conditions, is consistent with the purpose and intent of the zoning ordinance and the following goal in the comprehensive plan, "Support growth patterns that reinforce our lake-oriented and rural development brand." (pg. 5) and "Protect the quality of the lakes and environmental resources within and around the City." (pg. 4)
 - b. Yes, the request, with conditions, is consistent with the purpose and intent of the zoning ordinance and the following goal in the comprehensive plan, "Support growth patterns that reinforce our lake-oriented and rural development brand." (pg. 5) and "Protect the quality of the lakes and environmental resources within and around the City." (pg. 4)
 - c. Yes, provided the proposed stormwater management plan and pervious surface improvements are implemented and maintained.
20. Has the variance request been made based on reasons other than economic considerations alone?
 - a. Yes, the request is driven by the applicant's desire to improve and expand an existing legal

nonconforming dwelling and attached garage on a constrained shoreland lot where the location of existing structures, the shoreline setback, and the road setback limit reasonable placement alternatives.

- b. Yes, the proposed addition is intended to provide additional living space and improve the functionality of the existing home and is driven by the practical limitations associated with expanding a dwelling located on a small, developed shoreland parcel.
- c. Yes, the existing impervious surface condition was previously established on the property and will not increase as part of this application.

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

Recommendation: The Board of Adjustment should discuss and provide input on the proposed findings for approval and/or denial. The applicant has provided their testimony regarding the practical difficulties encountered in submitting the application to the city.

If the Board of Adjustment wishes to approve the variance request, the following conditions are recommended with approval:

1. All construction shall be completed in substantial conformance with the updated Certificate of Survey, building elevations, stormwater plan, and application materials submitted August 26, 2026, and September 2, 2026. Any material changes shall require review and approval by the City.
2. The existing shed identified for removal on the approved plans shall be removed within twelve (12) months of issuance of a land use permit.
3. The stormwater management plan shall be reviewed and approved by the City Engineer. Once approved, the stormwater management plan must be installed and maintained as proposed. The stormwater management plan shall be implemented upon completion of the project, upon issuance of a land use permit.
4. The property owner shall be responsible for implementing and maintaining an erosion and sediment control plan during all phases of construction, including site preparation, grading, excavation, building construction, and final site stabilization. All BMPs shall be installed prior to land disturbance, inspected regularly, and repaired or replaced as necessary to prevent sediment from leaving the site. Failure to maintain the approved plan may result in a stop-work order, permit suspension, or other enforcement action by the City until compliance is achieved.
5. All proposed pervious paver systems shall be installed in accordance with Section 17.3.14 and maintained in perpetuity. A maintenance plan shall be submitted and approved by the City prior to permit issuance.
6. The variance expires 12 months after approval by the Planning Commission, if the project is not commenced, unless extended per section 70.7 of the Ordinance.
7. Approval of this variance shall not authorize any expansion beyond that specifically identified in the approved plans and variance application. Future additions, expansions, patios, or site improvements not approved herein shall require separate review and approval by the City.
8. Approval of this variance does not eliminate the requirement to obtain all applicable land

use permits. All construction shall comply with applicable City and State codes and regulations.

9. Post construction, the property owner shall submit an as-built survey prepared by a licensed Minnesota land surveyor demonstrating that the total impervious surface coverage on the property does not exceed 25.3% of the lot area, consistent with the plans approved as part of this variance application. The survey shall identify all structures, driveways, patios, and permeable paver areas used in the impervious surface calculations. Failure to meet the approved impervious surface limitations shall require corrective action satisfactory to the City prior to final approval.

Nicole Hausmann referenced Variance Application 09-26 –(5a) that was tabled on August 10, 2026. At the August meeting, the applicant was asked to make some updates per BOA feedback. The property owner had originally submitted four variance requests, but is removing the patio variance. Impervious surface coverage has been reduced, and the owner is now requesting 25.3%.

Nicole Hausmann mentioned that the conditions were slightly adjusted, and the owner provided an updated stormwater management plan.

Dwight Pfannenstien stated that modifications were made, including the roofline structure, and that they did the best they could to address the changes while still providing for their growing family.

Alex Bitter shared that he felt the items had been addressed and that he didn't have any real concerns.

Sean Weldon noted that the height is within code.

TJ Graber indicated he felt the owners made good compromises to meet the setbacks.

MOTION BY SEAN WELDON AND SECONDED BY TJ GRABER TO APPROVE THE VARIANCES TABLED IN THE AUGUST 10, 2026, MEETING, TO CONSTRUCT ADDITIONS TO THE EXISTING STRUCTURE THAT DO NOT MEET THE LAKE SETBACK, OR THE ROAD RIGHT-OF-WAY SETBACKS, AND IMPERVIOUS SURFACE COVERAGE. PID#90-400-0020 WITH THE FINDINGS OF FACT AND CONDITIONS STATED IN THE UPDATED PACKET. MOTION PASSED

Rezone 09-26 – (5b): Susan Jean Properties LLC requests a rezone from “Commercial Neighborhood” to “Residential, Low Density (R-1)”. PID #90-469-0121.

The applicant is requesting to rezone parcel #90-469-0121 located at 9237 Interlachen Road from “Commercial Neighborhood” to “Residential, Low Density (R-1)”. This property is a non-riparian lot within 1,000 feet of the Shoreland Area (Gull Lake – General Development).

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

1. The subject property is located at 9237 Interlachen Road and is currently zoned Neighborhood Commercial District (NC); however, the surrounding neighborhood is zoned Residential.
2. The subject property is +/- 1.50 Acres (65,340 sq. ft.).
3. The request to rezone to Residential – Low Density would meet all minimal dimensional requirements of Residential Low Density (R-1) per Sections 15 & 16 of the City Ordinance.

4. The subject property is located in the Shoreland Area (Gull Lake – General Development).
5. The subject property is adjacent to County Road 77 (public road).
6. The subject property is not served by municipal utilities and has existing subsurface sewage treatment systems (SSTS) & private well(s).
7. The subject property is adjacent to property zoned “Residential, Low Density (R-1)” to the north and south and “Wooded Residential” to the west.
8. The subject property contains an existing 1,024 square foot detached structure.
9. No stormwater management plan is required with this proposal.
10. No extensive research was conducted regarding similar structures in similar locations for property within the immediate vicinity of the subject property. A review of aerial imagery obtained from GIS was utilized.
11. The DNR has been notified of the request, and no comment has been received as of the time this staff report was drafted.
12. The Cass County Highway Department has been notified of the request, and no comment has been received as of the time this staff report was drafted.
13. The City Engineer has been notified of the request, and no comment has been received as of the time this staff report was drafted.
14. Notice of this rezone application was published in the local newspaper & distributed to property owners within the required distance to the property (500 ft.). No comments have been received as of the drafting of this staff report.

Planning Commission Direction: The Planning Commission should review this report & seek clarification as needed. The Planning Commission may recommend approval or denial by motion to be forwarded to the City Council by developing findings of fact.

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. The DNR, Cass County Highway Department, and city engineer were notified on August 25, 2026. No comments from the agencies on the application were received.

Nicole Hausmann presented the Rezone 09-26 – (5b) application.

Susan Scherpelz shared that their plans are to build a 1,500-square-foot residential house on the property.

MOTION BY TJ GRABER AND SECONDED BY KEVIN EGAN TO RECOMMEND TO CITY COUNCIL THE APPROVAL OF REZONE 09-26 – (5b) AS THE PROPERTY IS COMPATIBLE WITH THE INTENT OF THE “RESIDENTIAL, LOW DENSITY (R-1)” AND THE PROPOSED REZONE IS COMPATIBLE WITH THE LAND USES AND ZONING CLASSIFICATIONS OF THE SURROUNDING PROPERTIES. MOTION PASSED.

Variance Application 09-26 – (5c): Klocke, David A & Courtney L request a variance to construct a lift/tram that does not meet the side yard setback. PID #90-004-4304.

The applicant is requesting the following variance:

1. To construct a lift/tram that will be located 8 feet from the side yard setback, where 15 feet is required.

*All per drawings provided with the application on 8/11/2026.

The subject property is +/- .68 Acres (29,620 sq. ft.) and is zoned Residential, Medium Density R-2 (Shoreland) – Upper Gull Lake (Recreational Development).

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

1. The subject property is located at 976 Point Narrows Road and is zoned Residential, Medium Density R-2 (Shoreland); (Upper Gull Lake - Recreational Development).
2. The subject property is +/- .68 Acres (29,620 sq. ft.).
3. The subject property contains a legal existing non-conforming dwelling (1,646 square feet) with two decks (586 square feet – lake side, 133 square feet – driveway side) and an attached garage (483 square feet).
4. The proposed request is for a lift/tram on the south side of a Water Oriented Accessory Structure.
5. There is an existing stairway with access to the lake, a patio with a firepit area, a boulder wall, and a Water Oriented Accessory Structure.
6. The proposed landings would meet all size requirements per Section 17.3.4.2.
7. The proposed lift/tram would be located in the area that is the most visually inconspicuous portion of the lot as viewed from the surface of public water, assuming summer, leaf-on conditions, whenever practical per Section 17.3.4.5.
8. The property is on the city sewer sanitary system.
9. According to a certificate of survey on file at the city, this property does have a bluff.
10. The total impervious surface for the property is 16.1%, where 20% is the maximum impervious surface total for the parcel in the Residential, Medium Density R-2 (Shoreland) zone for a riparian RD lake.
11. A stormwater management plan is not required as the impervious surface coverage is under 20%.
12. No extensive research was conducted regarding similar structures in similar locations for property within the immediate vicinity of the subject property. A review of aerial imagery obtained from GIS was utilized.
13. The DNR has been notified of the request, and no comment has been received as of the time this staff report was drafted.
14. The City Engineer has been notified of the request, and the comment received has been provided in the packet.
15. Notice of this variance application was published in the local newspaper & distributed to property owners within the required distance to the property (500 ft.). No comments have been received as of the drafting of this staff report.

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

16. Will granting the variance put the property to use in a reasonable manner not permitted by the zoning ordinance?
 - a. Yes, granting the variance will allow the property to be used in a reasonable manner by permitting a lift/tram to provide access between the residence and shoreline area, which is a use specifically contemplated by the City's shoreland regulations for steep slopes and lakeshore access. The request is limited to a side-yard setback reduction for the lift/tram; the property will remain a single-family residential use; the proposed landings meet ordinance requirements; and the improvement is located in the most visually inconspicuous area of the lot.
17. Does the property have unique circumstances that were not created by the landowner?

- a. Yes, the property contains unique physical characteristics that were not created by the current landowners, including its lakeshore setting, topography, and the existing placement of the dwelling and shoreline improvements that limit locations where a lift/tram can be installed while maintaining access between the residence and the lake. The need for the variance arises from these site-specific conditions and the configuration of the developed lot rather than any action taken by the current property owners.
18. If the variance is granted, will the essential character of the locality remain consistent?
 - a. Yes, Granting the variance will not alter the essential character of the locality because the property will continue to be used as a single-family residential lakeshore parcel, consistent with surrounding development patterns. The proposed lift/tram complies with the ordinance standards for width and landing size, is located in the most visually inconspicuous portion of the lot as practically possible and is intended to provide lakeshore access without requiring major topographic alteration.
19. Will the variance, if granted, be consistent with the comprehensive plan and be in harmony with the purpose and intent of the City of Lake Shore ordinances?
 - a. Yes, the requested variance is consistent with the Comprehensive Plan's goal of supporting established residential development while balancing protection of the City's natural resources. With the appropriate conditions, this request is consistent with the purpose and intent of the zoning ordinance and the following goal in the comprehensive plan, "Support growth patterns that reinforce our lake-oriented and rural development brand." (pg. 5) and "Protect the quality of the lakes and environmental resources within and around the City." (pg. 4)
20. Has the variance request been made based on reasons other than economic considerations alone?
 - a. Yes, the variance request is based on practical difficulties associated with providing safe and reasonable access between the residence and the shoreline on a developed lakeshore parcel, not solely on economic considerations. The request is limited to a setback reduction for a lift/tram, a type of improvement specifically contemplated by the ordinance for navigating steep slopes and achieving shore access while minimizing topographic disturbance.

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

Recommendation: The Board of Adjustment should discuss and provide input on the proposed findings for approval and/or denial. The applicant has provided their testimony regarding the practical difficulties encountered in submitting the application to the city.

If the Board of Adjustment wishes to approve the variance request, the following conditions are recommended with approval:

1. All construction shall comply with Section 17.3.4 of the Lake Shore Zoning Ordinance, including maximum lift width, landing size requirements, and erosion control measures.
2. The lift/tram shall be installed in the location identified on the approved plans as the most visually inconspicuous location practical, consistent with Section 17.3.4.5 of the ordinance.

3. The vegetation along the shoreline and bluff (outside the stairway/walkway/lift/tram) is to remain in a natural state.
4. The property owner shall be responsible for implementing and maintaining an erosion and sediment control plan during all phases of construction, including site preparation, grading, excavation, building construction, and final site stabilization. All BMPs shall be installed prior to land disturbance, inspected regularly, and repaired or replaced as necessary to prevent sediment from leaving the site. Failure to maintain the approved plan may result in a stop-work order, permit suspension, or other enforcement action by the City until compliance is achieved.
5. The variance expires 12 months after approval by the Planning Commission, if the project is not commenced, unless extended per section 70.7 of the Ordinance.
6. Approval of this variance does not eliminate the requirement to obtain all applicable shoreland alteration permits. All construction shall comply with applicable City and State codes and regulations.

Nicole Hausmann presented the Variance 09-26 – (5c) application.

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. The DNR and city engineer were notified on August 25, 2026. No public comments on the application were received.

David Klocke shared that the lift is intended to assist their elderly parents and neighbors in accessing the lake.

MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO APPROVE VARIANCE 09-26 – (5c) WITH THE YES STAFF FINDINGS OF FACT AND CONDITIONS OUTLINED IN THE PACKET. MOTION CARRIED.

Variance Application 09-26 – (5d): Greene, Jerry & Karla request a variance to construct an accessory structure (garage) with guest quarters that does not meet the road right-of-way setback and impervious surface coverage over 25%. PID #90-469-0324.

The applicant is requesting the following variances:

1. To construct an accessory structure (garage) with guest quarters and pergola that will be located 39.6 feet from the road right-of-way setback, where 50 feet is required.
2. To allow an accessory structure with guest quarters, where none is allowed when an existing guest cabin exists on the property per Section 17.3 of the Ordinance.
3. Impervious surface coverage of 27%, where 25% is allowed by Ordinance.

*All per Certificate of Survey and drawings provided with the application on 8/13/2026.

The subject property is +/- 1.3 acres (55,414 sq. ft.) and is zoned Residential, Medium Density R-2 (Shoreland) – Gull Lake (General Development).

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

1. The subject property is located at 9398 Interlachen Rd and is zoned Residential, Medium Density R-2 (Shoreland); (Gull Lake - General Development).
2. The subject property is +/- 1.3 acres (55,414 sq. ft.).
3. The subject property contains a legal existing non-conforming dwelling (2,180 square feet).
4. The subject property contains two detached garages, a gazebo, a garbage shed, a woodshed, a

- guest house, a boathouse, and a tennis court.
5. On June 08, 2026, the Planning Commission advised that the property owners would need to seek a Conditional Use Permit for this request, as the proposed detached accessory structure (garage) with guest quarters would be over the allowed 1,200 square foot cumulative accessory structure size allowed by city ordinance.
 6. The proposed request is to remove the two existing garages and build one detached accessory structure (garage) with guest quarters.
 7. The proposed detached accessory structure (garage) with guest quarters would meet all size requirements per Section 17.3.
 8. The proposed detached accessory structure (garage) with guest quarters will meet the lake and side yard setbacks.
 9. The driveway will be modified while maintaining a circular drive.
 10. There are multiple septic systems on the property. The septic compliance inspection dated 08/18/2026 is on file with the city for the existing guest/boat house and dwelling. This proposal will also relocate the septic system, a step that has been reviewed and approved by Andy Schwartz.
 11. The owner is requesting a variance to reduce impervious surface coverage from 27.9% to 27%. This would address a nonconformity on the property; however, it is still over the maximum 25% allowed by Statute.
 12. A stormwater management plan has been submitted to the city along with the variance application.
 13. No extensive research was conducted regarding similar structures in similar locations for property within the immediate vicinity of the subject property. A review of aerial imagery obtained from GIS was utilized.
 14. The DNR has been notified of the request, and no comment has been received as of the time this staff report was drafted.
 15. Cass County Highway has been notified of the request, and no comment has been received as of the time this staff report was drafted.
 16. The City Engineer has been notified of the request, and the comment received has been provided in the packet.
 17. Notice of this variance application was published in the local newspaper & distributed to property owners within the required distance to the property (500 ft.). No comments have been received as of the drafting of this staff report.

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

18. Will granting the variance put the property to use in a reasonable manner not permitted by the zoning ordinance?
 - a. Yes, granting the variance would allow the property to be used in a reasonable manner by replacing two existing detached garages with a single detached accessory structure containing guest quarters, while reducing existing impervious surface coverage from 27.9% to 27% and bringing the site closer to conformity than it exists today. The request allows continued residential use of the property and accommodates redevelopment of an already-developed lakeshore parcel in a manner that meets the applicable size and setback requirements for the proposed structure, except for the specific variance requested for the road right-of-way.
19. Does the property have unique circumstances that were not created by the landowner?
 - a. Yes, the property contains unique circumstances not created by the current landowners, including its existing development pattern, the presence of multiple accessory structures, an existing guest cabin, and a developed lakeshore lot configuration that limits opportunities for redevelopment while maintaining compliance with current

ordinance standards. The need for the variance arises from these pre-existing site conditions and the desire to replace two existing garages with a single detached accessory structure and guest quarters while reducing the property's overall impervious surface coverage.

20. If the variance is granted, will the essential character of the locality remain consistent?
 - a. Yes, granting the variance will not alter the essential character of the locality because the property will continue to be used as a single-family residential lakeshore parcel consistent with the surrounding neighborhood. The proposal replaces two existing garages with one detached accessory structure, reduces the property's impervious surface coverage from 27.9% to 27%, and maintains the residential character and development pattern that currently exists on the site and in the surrounding area.
21. Will the variance, if granted, be consistent with the comprehensive plan and be in harmony with the purpose and intent of the City of Lake Shore ordinances?
 - a. Yes, the requested variance is consistent with the Comprehensive Plan's goal of supporting established residential development while balancing protection of the City's natural resources. With the appropriate conditions, this request is consistent with the purpose and intent of the zoning ordinance and the following goal in the comprehensive plan, "Support growth patterns that reinforce our lake-oriented and rural development brand." (pg. 5) and "Protect the quality of the lakes and environmental resources within and around the City." (pg. 4)
22. Has the variance request been made based on reasons other than economic considerations alone?
 - a. Yes, the variance request is based on practical difficulties associated with redeveloping a fully developed lakeshore property that contains multiple existing accessory structures, a guest cabin, and existing nonconformities, rather than on economic considerations alone. The proposal would consolidate two detached garages into a single structure, reduce impervious surface coverage from 27.9% to 27%, and improve the property's overall conformity while accommodating the site's reasonable residential use.

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

Recommendation: The Board of Adjustment should discuss and provide input on the proposed findings for approval and/or denial. The applicant has provided their testimony regarding the practical difficulties encountered in submitting the application to the city.

If the Board of Adjustment wishes to approve the variance request, the following conditions are recommended with approval:

1. All construction shall be in substantial conformance with the presented plan as shown. Deviations from the presented plan will require modified approval by the Board of Adjustment.
2. Total impervious surface coverage on the property shall not exceed 27% as approved by this variance. Any future increase in impervious surface coverage shall require additional City review and approval.
3. Except as specifically modified by this variance approval, the structure shall comply with all applicable setback, height, and dimensional requirements of the Lake Shore Zoning Ordinance.

4. The property owner shall be responsible for implementing and maintaining an erosion and sediment control plan during all phases of construction, including site preparation, grading, excavation, building construction, and final site stabilization. All BMPs shall be installed prior to land disturbance, inspected regularly, and repaired or replaced as necessary to prevent sediment from leaving the site. Failure to maintain the approved plan may result in a stop-work order, permit suspension, or other enforcement action by the City until compliance is achieved.
5. The stormwater management plan shall be reviewed and approved by the City Engineer. The approved plan shall be installed and maintained as proposed. The stormwater management plan shall be implemented upon completion of the project, upon issuance of a land use permit.
6. All items identified on the Certificate of Survey as “to be removed” shall be removed within twelve (12) months of approval of any land use permit related to this project and shall be revegetated to adequate stabilization standards. Impervious surface coverage shall not exceed what is shown on the approved plans.
7. The variance expires 12 months after approval by the Planning Commission/Board of Adjustment, if the project is not commenced, unless extended per section 69.8 of the Ordinance.
8. Approval of this variance does not eliminate the requirement to obtain all applicable zoning permits. All construction shall comply with applicable City and State codes and regulations.

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. The DNR, Cass County Highway Department, and city engineer were notified on August 24, 2026. No public comments have been received.

Nicole Hausmann presented the Variance 09 – 26 (5d) application.

Nicole Hausmann summarized that the owners are requesting to remove two structures and combine them into one. The location of the one structure will be the same as the two existing structures.

PJ Smith questioned whether the square footage exceeded the maximum of 1,200 square feet.

Sean Weldon referenced the impervious increasing to 27.9%.

Nicole Hausmann stated that the impervious area will not increase with this request but will be slightly reduced.

Dave Riegert mentioned a letter a neighbor received regarding the retaining area down by the lake.

Jerry Greene shared that the cabin was built in the 30's, and they plan to retain the current look to keep in line with the Rock Point look. Jerry stated that part of the driveway will be removed. Their goal is to avoid removing some of the trees from the property.

Alex Bitter stated that the stormwater basin design will cut into the tree root structure and will eventually kill the trees. Alex recommended redesigning the basins to stay outside the trees' driplines to avoid cutting the existing roots. Alex mentioned they will need a 5-year 24-hour event plan and an update on the orientation of the basins.

MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO APPROVE VARIANCE 09-26 – (5d) WITH THE FINDINGS OF FACT AND EIGHT CONDITIONS OUTLINED IN THE PACKET.
MOTION PASSED.

Conditional Use Permit Application 09-26 – (5e): Greene, Jerry & Karla request a Conditional Use Permit to allow an accessory structure (garage) with guest quarters that is over the allowed 1,200 square feet cumulative amount allowed by Ordinance. PID #90-469-0324.

The applicant is requesting the following Conditional Use Permit:

1. An accessory structure with guest quarters, cumulative size over the allowed 1,200 square feet allowed per Section 17.2 & 17.3.10.

*All per Certificate of Survey and drawings provided with the application on 8/13/2026.

The subject property is +/- 1.3 acres (55,414 sq. ft.) and is zoned Residential, Medium Density R-2 (Shoreland) – Gull Lake (General Development).

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

1. The subject property is located at 9398 Interlachen Rd and is zoned Residential, Medium Density R-2 (Shoreland); (Gull Lake - General Development).
2. The subject property is +/- 1.3 acres (55,414 sq. ft.).
3. The subject property contains a legal existing non-conforming dwelling (2,180 square feet).
4. The subject property contains two detached garages, a gazebo, a garbage shed, a woodshed, a guest house, a boathouse, and a tennis court.
5. On June 08, 2026, the Planning Commission advised that the property owners would need to seek a Conditional Use Permit for this request, as the proposed detached accessory structure (garage) with guest quarters would be over the allowed 1,200 square foot cumulative accessory structure size allowed by city ordinance.
6. The proposed request is to remove the two existing garages and build one detached accessory structure (garage) with guest quarters.
7. The proposed detached accessory structure (garage) with guest quarters would meet all size requirements per Section 17.3.
8. The proposed detached accessory structure (garage) with guest quarters will meet the lake and side yard setbacks.
9. The driveway will be modified while maintaining a circular drive.
10. There are multiple septic systems on the property. The septic compliance inspection dated 08/18/2026 is on file with the city for the existing guest/boat house and dwelling. This proposal will also relocate the septic system, a step that has been reviewed and approved by Andy Schwartz.
11. The owner is requesting a variance to reduce impervious surface coverage from 27.9% to 27%. This would address a nonconformity on the property; however, it is still over the maximum 25% allowed by Statute.
12. A stormwater management plan has been submitted to the city along with the variance application.
13. No extensive research was conducted regarding similar structures in similar locations for property within the immediate vicinity of the subject property. A review of aerial imagery obtained from GIS was utilized.
14. The DNR has been notified of the request, and no comment has been received as of the time this staff report was drafted.

15. Cass County Highway has been notified of the request, and no comment has been received as of the time this staff report was drafted.
16. The City Engineer has been notified of the request, and the comment received has been provided in the packet.
17. Notice of this conditional use permit application was published in the local newspaper & distributed to property owners within the required distance to the property (500 ft.). No comments have been received as of the drafting of this staff report.

Potential Findings for approval, for discussion with the Planning Commission:

18. The Conditional use should not be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose permitted on that property, nor substantially diminish or impair values in the immediate vicinity.
 - a. The proposed Conditional Use Permit is for a detached accessory structure with guest quarters that will replace two existing detached garages on an already developed residential property. The structure will meet most applicable setback requirements and utilize existing residential access and services; therefore, the use should not be injurious to the use and enjoyment of nearby properties or substantially diminish or impair property values in the immediate vicinity.
19. The Conditional use will not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area.
 - a. The proposed Conditional Use Permit involves replacing two existing detached garages with a single detached accessory structure with guest quarters on an already developed residential lot. Because the use remains residential in nature, meets most applicable setback requirements, and is located on a developed property within an established residential area, it will not impede the normal and orderly development or improvement of surrounding properties for uses predominant in the area.
20. The Conditional requirements at public cost for public facilities and services will not be detrimental to the economic welfare of the community.
 - a. The proposed Conditional Use Permit will replace two existing detached garages with a single detached accessory structure on a developed residential property that will continue to utilize existing access, utilities, and public services. Because the request does not require the extension of public infrastructure or create demand for additional public facilities and services, it is not expected to result in public costs detrimental to the community's economic welfare.
21. The Conditional use will have vehicular approaches to the property which are so designed as not to create traffic congestion or interference with traffic on surrounding public thoroughfares.
 - a. The proposed Conditional Use Permit will utilize the existing driveway and access from Interlachen Road and will replace two existing detached garages with a single detached accessory structure on an established residential property. Because the request is accessory to the existing residential use and is not expected to generate traffic beyond that typically associated with a residential property, the use should not create traffic congestion or interfere with the safe and orderly movement of traffic on surrounding public roadways.
22. Adequate measures have been taken to provide sufficient off-street parking and loading space to serve the proposed use.
 - a. Yes, the proposed single detached accessory structure will utilize the existing residential site and driveway, which provides adequate parking to accommodate the intended use.
23. Adequate measures have been taken or will be taken to prevent or control offensive odor, fumes, dust, noise, and vibration, so none of these will constitute a nuisance, and to control

lights and signs in such a manner that no disturbance to neighboring properties will result.

- a. Yes, adequate measures have been taken or will be taken to prevent offensive odors, fumes, dust, noise, vibration, and other nuisance impacts associated with the proposed single detached accessory structure. The proposed use is accessory to the existing residential use, and any exterior lighting or signage will be installed and operated in compliance with the City of Lake Shore Zoning Ordinance to avoid disturbing neighboring properties.
24. The Conditional use will not result in the destruction, loss, or damage of a natural, scenic, or historical feature of major significance.
- a. The proposed single detached accessory structure is located on a developed residential property and will not result in the destruction, loss, or damage of any known natural, scenic, or historic feature of major significance. The conditional use is consistent with the character of the property and the surrounding area and is not expected to adversely impact the natural or scenic resources that the City of Lake Shore Zoning Ordinance is intended to protect.
25. The Conditional use will promote the prevention and control of pollution of the ground and surface waters, including sedimentation and control of nutrients.
- a. The proposed single detached accessory structure is located on an existing developed property and, with compliance to applicable erosion control and shoreland regulations, will not negatively impact ground or surface water quality.

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

Recommendation: The Planning Commission should discuss and provide input on the proposed findings for approval and/or denial.

If the Planning Commission wishes to approve the Conditional Use Permit request, the following conditions are recommended with approval:

1. All construction shall be in substantial conformance with the presented plan as shown. Deviations from the presented plan will require modified approval by the Planning Commission.
2. The structure shall remain accessory and subordinate to the principal residential use of the property and shall not be converted into a separate dwelling unit.
3. The guest quarters shall not be rented, leased, or used for transient lodging, short-term rental, vacation rental, or commercial lodging purposes.
4. The guest quarters shall not contain a separate kitchen unless otherwise permitted by City ordinance.
5. No commercial events, catering operations, food service business, retail sales, or other commercial uses shall be conducted from the structure.
6. Any exterior lighting shall be downward-directed and shielded to prevent glare or light trespass onto neighboring properties.
7. Activities associated with the structure and outdoor gathering areas shall comply with all applicable City noise regulations and shall not create a nuisance for neighboring properties.

8. All parking associated with the use shall be accommodated on-site. Parking within public road rights-of-way shall be prohibited.
9. The stormwater management plan shall be reviewed and approved by the City Engineer. The approved plan shall be installed and maintained as proposed. The stormwater management plan shall be implemented upon completion of the project, upon issuance of a land use permit.
10. All items identified on the Certificate of Survey as “to be removed” shall be removed within twelve (12) months of approval of any land use permit related to this project and shall be revegetated to adequate stabilization standards. Impervious surface coverage shall not exceed what is shown on the approved plans.
11. Failure by the owner to act on a Conditional Use Permit within 12 months, or failure to complete the work under a Conditional Use Permit within two (2) years, unless extended by the Planning Commission, shall void the permit per Section 68.8 of the Ordinance.
12. Approval of this Conditional Use Permit does not eliminate the requirement to obtain all applicable zoning permits. All construction shall comply with applicable City and State codes and regulations.

Nicole Haussmann presented the Conditional Use Permit 09-26 (5e) application.

Commission Members had no comments or concerns.

MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO APPROVE CONDITIONAL USE PERMIT 09-26 – (5e) WITH THE FINDINGS OF FACT AND CONDITIONS IDENTIFIED IN THE PACKET. MOTION CARRIED.

MOTION BY DAVE RIEGERT AND SECONDED BY SEAN WELDON TO CLOSE THE PUBLIC HEARING AT 9:33 AM. MOTION PASSED.

NEW BUSINESS –

Fraune, Kristin A & Mark A, Trustees – Accessory Structure Use – PID #90-420-0211.

The property owner would like to remove the existing non-conforming pole shed (780 sq. ft.) and rebuild in a new location and larger size before building a new principal dwelling.

Planning Commission Direction: The Planning Commission will need to determine if this should be allowed per Ordinance.

Nicole Hausmann summarized the property owner's request to remove the existing accessory structure, rebuild a new, larger structure in a different location, and add a new principal dwelling in the future.

Nicole Hausmann stated that this type of build is against the city ordinance, per the definitions listed in the staff report.

Further discussion among the Commission Members continued about the Ordinance and how the city could enforce or track such a request.

Commission Members agreed that the ordinance should be followed and denied the request to build an accessory structure before the principal dwelling.

Roberts, Travis – Shoreland Permit Violation – PID #90-437-1910

Nicole Hausmann referenced the background summary on PID #90-437-1910. The DNR was notified of the work being completed, and the city was contacted. It was discovered that the work being performed was beyond the scope of the permit authorization and that no erosion control was in place, contrary to the approved conditions provided to the property owner and authorized agent. Nicole referenced the Cease-and-Desist Order in the packet, which directed all work to halt immediately due to the permit condition requiring that erosion and sediment control measures be in place.

Jethro Carpenter shared his interpretation of the city ordinance regarding moving 10 cu yds of dirt. Jethro felt the intent of the ordinance was to exclude the 10 cu yards of ice ridge.

Bernie Roberts stated that he was at the site visit and felt the individuals at the meeting were happy with the work being done there. Bernie stated he believed the work was to pull back what had been pushed up by the ice.

Lots of discussion between Jethro, Bernie, and the Commission Members.

Nicole Hausmann stated that all the vegetation removed on the toe of the bluff should be addressed. Revegetation of the area is recommended, and a restoration plan is highly recommended. The plan would need to be submitted to the city within thirty days.

Further discussion continued regarding the work being done along the shoreline and whether the scope of the work was within Section 36.6 (ice ridge), and whether the project required an after-the-fact CUP.

Commission Members asked Nicole Hausmann about ordinance amendments. Nicole Hausmann explained the process necessary to make changes to the ordinance.

MOTION BY TJ GRABER AND SECONDED BY SEAN WELDON TO ALLOW WORK TO MOVE FORWARD ON THE BASIS OF THE CONTRACTOR SUBMITTING A VEGETATION RESTORATION PLAN WITHIN 30 DAYS TO THE CITY. NO CUP REQUIRED. MOTION PASSED.

OLD BUSINESS – There was no old business.

REPORTS

City Engineer – Alex Bitter had nothing to report.

Chair – Chair Smith had nothing to report.

Council Liaison – Andrew Stewart mentioned a letter received regarding the Zorbaz project that has been turned over to legal.

Zoning Administrator – Nicole Hausmann

Discussion on Zoning Inspector for the City – Nicole Hausmann referenced last month's conversation on how to proceed with the zoning inspector position.

Further discussion continued regarding the role of the zoning inspector position.

Gary Welge stated he had stopped by City Hall with a concern about the property line between him and a neighbor and was informed he would need to file a formal complaint. Gary shared that he was not comfortable submitting a formal complaint and was hopeful the City could handle it without one being filed. Gary stated he was in favor of having a zoning inspector check situations like the one he is currently dealing with.

PJ Smith concluded that, based on the inspector's discussion, the Planning Commission appears to favor hiring a zoning inspector, with details to be worked out along the way.

Dave Riegert circled back to the ordinance regarding the dirt moving in the Roberts shoreline project and feels Jethro was not out of line in assuming the interpretation he did when beginning the shoreline project.

Nicole Hausmann was directed to complete an ordinance amendment this winter to clean up certain sections of the ordinance.

PUBLIC FORUM – There was no public forum.

MOTION BY SEAN WELDON AND SECONDED BY DAVE RIEGERT TO ADJOURN THE BOARD OF ADJUSTMENT/PLANNING COMMISSION MEETING OF SEPTEMBER 14, 2026, AT 10:39 AM. MOTION PASSED.

Transcribed by Kathy Johansen
Lake Shore Deputy Clerk

October 21, 2026

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

**RE: Proposal for Professional Bidding Services
Fritz Loven Bridge (No. L5920) Replacement Project
Lake Shore , Minnesota**

Dear Mayor and Council Members:

Widseth Smith Nolting & Associates, Inc. (Widseth) has been working with the City of Lake Shore to develop the construction plan and work with local and state agencies to seek funding for the much needed replacement of the Fritz Loven Bridge. The City of Lake Shore has received funding from the Local Bridge Replacement Project (LBRP) Grant Program. The next step in this process is to prepare for and advertise the project for bidding. Widseth is providing this letter proposal for consideration of the City Council related to bidding-related services for the Fritz Loven Bridge Project.

Our proposed Scope of Services is as follows:

- Project Manual
 - Widseth will prepare a Project Manual meeting the requirements of the LBRP Grant Program.
- Joint Powers Agreement
 - Widseth will draft a Joint Powers Agreement with Cass County as the project grant sponsor.
- Advertising/Bidding/Award Services
 - Widseth will assist the City in advertising, bidding, and awarding the project in accordance with the LBRP requirements. Items included in our Proposed Scope of Services are as follows:
 - Assist City with advertising the construction documents for public bidding
 - Coordination of contract document distribution to prospective bidders
 - Reply to bidder questions and inquiries
 - Facilitate bid opening via QuestCDN
 - Prepare a tabulation of bids received
 - Review apparent low bid for compliance with contract documents
 - Make recommendation to the City for award of the construction contract
 - Deliverables: Updated project cost estimate/assessment calculations, Bid Tabulation, and bid review/award letter
 - Complete items in MnDOT's DCP check list through the Project Award (Section 2-29)

2026 FEE SCHEDULE

CLASSIFICATION	RATE
Engineer/Architect/Surveyor/Scientist/Wetland Specialist/Geographer/Project Manager	
Level I	\$145 / Hour
Level II	\$170 / Hour
Level III	\$200 / Hour
Level IV	\$205 / Hour
Level V	\$215 / Hour
Technician	
Level I	\$105 / Hour
Level II	\$125 / Hour
Level III	\$145 / Hour
Level IV	\$160 / Hour
Level V	\$175 / Hour
Computer Systems Specialist	\$180 / Hour
Senior Funding Specialist	\$150 / Hour
Marketing Specialist	\$125 / Hour
Funding Specialist	\$125 / Hour
Administrative Assistant	\$ 90 / Hour

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

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

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

ARTICLE 7. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

10. Provide "record" drawings and specifications for all existing physical features, structures, equipment, utilities, or facilities which are pertinent to the Project, to the extent available.
11. Provide other services, materials, or data as may be set forth in the Letter Agreement or any Exhibits attached hereto.

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

ARTICLE 8. OPINIONS OF COST

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

ARTICLE 9. CONSTRUCTION PHASE SERVICES

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

ARTICLE 10. REVIEW OF SHOP DRAWINGS AND SUBMITTALS

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

ARTICLE 11. REVIEW OF PAY APPLICATIONS

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

October 21, 2026

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

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425
218.829.5117
Baxter@Widseth.com
Widseth.com

**RE: Proposal for Engineering Services
2027 Street Improvements – Design, Bidding, and Construction Services**

Dear Mayor and Council Members,

Widseth Smith Nolting & Associates, Inc. (Widseth) is providing this letter proposal for consideration by the City Council related to the preparation of plans, specifications, and contract bidding documents that will be needed for the proposed 2027 street improvements for the areas listed below. This proposal also provides an estimate of engineering for the construction phase.

We understand the project includes the following improvements:

- Lost Lake Road (1.5" Overlay) 16,773 LF
- Dettbarn Road (500' East of Ridge Road to end) (1.5" Overlay)..... 2,740 LF
- Dettbarn Road (Ridge Road to 500' east of Ridge Road) (FDR)..... 500 LF
- Lincoln Green Road Drainage Design

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

Proposed Scope of Services – Design and Bidding Phase

1. Surveying – \$25,000

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

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

2. Construction Drawings and Bidding Documents - \$38,500

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

- Existing Conditions, Removals, and Erosion Control Plan
- Plan & Profile
 - i. There are no significant alignment changes being proposed.
 - ii. Existing driveway approaches will require adjustment to match into the new pavement surface.
 - iii. Review and recommend drainage improvements for Lincoln Green Road

We propose to complete the Construction Phase Services for the scope of work described above, including time and expenses, for an estimated **\$55,500**, based on the Contractor completing the projects within the schedule provided herein.

The total fees for the 2027 Road Improvements scope of improvements as described are **\$119,000**.

Widseth fees will be billed on an hourly basis in accordance with the attached Fee Schedule and General Conditions for Professional Services Agreement. If the City is agreeable to this proposal, please sign and return one copy to us as our notice to proceed. Thank you for this opportunity to provide our services to the City of Lake Shore for the 2027 Street Improvements.

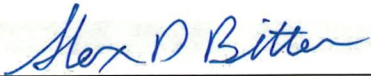
Very truly yours,



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

Attachments: 2026 Fee Schedule; General Provisions of Professional Services Agreement

Proposed by Widseth Smith Nolting



Alex Bitter, PE|Vice President



David Reese, PE|Vice President

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

Andy Stewart, Mayor

Date

Laura Fussy, City Clerk/Administrator

Date

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 whom requested, that would result in WIDSETH having to certify, guarantee or warrant the existence of conditions whose existence WIDSETH cannot ascertain. CLIENT agrees not to make resolution of any dispute with WIDSETH or payment of any amount due to WIDSETH in any way contingent upon WIDSETH signing such certification.

ARTICLE 16. CONTINGENCY FUND

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

ARTICLE 17. INSURANCE

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

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

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

ARTICLE 18. ASSIGNMENT

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

ARTICLE 19. NO THIRD-PARTY BENEFICIARIES

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

ARTICLE 20. CORPORATE PROTECTION

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

ARTICLE 21. CONTROLLING LAW

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

ARTICLE 22. ASSIGNMENT OF RISK

In recognition of the relative risks and benefits of the project to both the CLIENT and WIDSETH, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of WIDSETH, employees of WIDSETH and sub-consultants, to the CLIENT and to all construction contractors, subcontractors, agents and assigns on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that total aggregate liability of WIDSETH, employees of WIDSETH and sub-consultants, to all those named shall not exceed \$10,000 or WIDSETH's total fee received for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

ARTICLE 23. NON-DISCRIMINATION

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

ARTICLE 24. SEVERABILITY

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

ARTICLE 25. PRE-LIEN NOTICE

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

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



City Of Lake Shore Wastewater Operations Report - October 2026

WASTEWATER FLOWS AND LAB ANALYSIS FOR THE MONTH OF SEPTEMBER:

<u>North System</u>		<u>2025</u>	NPDES permit Limit: 17,615 GPD
Average daily:	3,016 gallons	2,689	
Maximum daily:	5,972 gallons	6,770	
Monthly total:	90,500 gallons	80,700	

<u>South System</u>		<u>2025</u>	NPDES permit Limit: 49,200 GPD
Average daily:	19,400 gallons	17,900	
Maximum daily:	40,700 gallons	39,400	
Monthly total:	581,000 gallons	537,100	

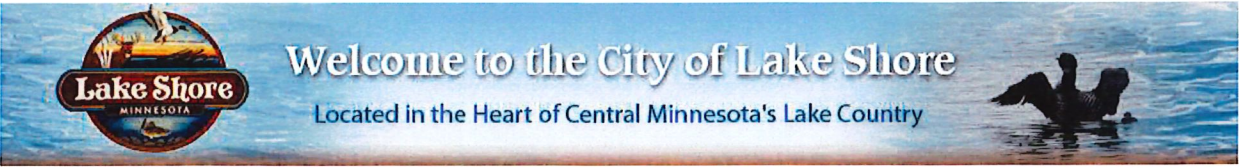
<u>North Septic Effluent:</u>		<u>South Septic Effluent:</u>	<u>Normal Range:</u>
C/BOD:	140 mg/l	C/BOD: 238 mg/l	50 – 250 mg/l
TSS:	40.0 mg/l	TSS: 49.0 mg/l	15 – 75 mg/l
PH	6.72 SU	PH: 6.68 SU	6.5 – 7.5 SU

OPERATIONS REPORT:

1. Lift station checks were completed every Monday and Wednesday.
2. Lift station monthly maintenance was completed on 10/5/26. (Check amp draws, clean floats, visual inspection of station wet well and surrounding area)
3. Regular monthly tank effluent sampling took place on 10/6.
4. The regular monthly DMR was submitted to MPCA on 10/1.
5. Semi-annual calibration of the flow meter at the CR 78 lift station was completed on 9/28 by Calibrations and Controls. Ken and I also cleaned check valves at this station and also the Bar Harbor lift station in late September.
6. Monitoring wells around the City's north and south treatment sites were sampled on 10/1.
7. Holden Electric helped diagnose a faulty phase monitor in the Causeway lift station electrical panel in early October. Luckily I had a spare at the shop and was able to replace in short order.
8. We upgraded the radio in the telemetry unit at the lift station on Harold Lane.
9. Land application with Northland Septic took place in early October and went very well. We sampled for PFAS again this year and are awaiting results.

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



10. One of our operators was called out after-hours on 9/26 for a power outage at the CR 78 lift station. Luckily the outage didn't last more than a couple hours.
11. Quality Flow rebuilt pump #1 at the CR 78 lift station and will be re-installing on 10/16.
12. Sewer designs and inspections continue to come in pretty regularly.
13. I'm exploring options for excavating and insulating a sewer line at a residence on Interlachen Road that is prone to freezing in the winter. I'd like to get it done before freeze-up and am waiting on a price from the contractor.

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
September 16, 2026
6:00 PM

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

Approval of August 19, 2026 Regular Meeting Minutes: Motion by J. Halverson, Second by T. Magnuson to approve the minutes of the August 19, 2026 meeting of the Road and Wastewater Committee. Motion carried.

Gull Lake Trail Phase 4A Change Order #4: Alex Bitter reviewed Change Order #4. The change order was justified based upon the removal and replacement of 12 trees. The trees were removed to allow for safe excavation for retaining walls. Motion by T. Hansen second by J. Halverson to recommend that the city council approve the Change Order #4 in the amount of \$17,602.25. Motion carried.

Gull Lake Trail Phase 4A Pay Estimate #3: Alex Bitter reviewed Partial Pay Estimate Number 2 submitted by Anderson Brothers Construction in the amount of \$281,557.05. Motion by J. Woll, Second by T. Magnuson that the committee recommend that the city council approve the payment. Motion passed unanimously.

2026 Street Improvements Pay Estimate #2: Mr. Bitter reviewed Partial Pay Estimate Number 2 submitted by Anderson Brothers Construction in the amount of \$12,430.50. Motion by J. Halverson, Second by T. Hansen that the committee recommend that the city council approve the payment. Motion passed unanimously. At this point there was a resident of Birchwood Hills Road present who requested that the committee recommend to the council that the road not be chip sealed in 2027. The justification, in part, was that chip sealing would create a rough surface that would interfere with the use of the road for bicycling, roller blading/skating and skateboarding. There was considerable discussion regarding the impact of not sealing on the expected life of the road along with a discussion regarding the safety aspects of the suggested uses. No decision was reached since chip sealing the road will not be a consideration until 2027.

Crow Wing County Chip Seal Letter: The committee members reviewed the letter from the Crow Wing County Engineer's Office with which they shared that the county would no longer be administering its annual seal coating project. The committee discussed

microsurfacing as an alternative to chip sealing along with the possibility of securing another source for chip sealing. Alex Bitter agreed to research the availability of alternate providers.

Fritz Loven Bridge Funding Letter: Alex Bitter reviewed a letter from the Minnesota Department of Transportation. The letter shared that the Fritz Loven Bridge replacement project had been approved. Mr. Bitter indicated that his firm would prepare documents for bidding with the bids to be sought in early 2027 with the intent of construction starting in the spring of 2027.

September Wastewater Report: The committee reviewed the report. There was a brief discussion about the meaning of several of the measured parameters. No further action was taken.

Adjournment: Motion to adjourn by J. Woll, Seconded T. Magnuson. Motion Passed.

Prepared by Jim Woll
Lake Shore Road/ Wastewater Committee

Building/Grounds Committee Meeting

City of Lake Shore

Minutes from July 14, 2026

Members Present: Troy Magnuson, Steve Sundstrom, Vern Gevik, Teri Hastings, Dave Riegert

Special Guests from WSN, Mike Angland & Dave Reese

Summary of Meeting

Meeting was called to order at 10AM

Minutes from June 16th meeting were reviewed and discussed.

Motion by Teri Hasting and 2nd by Dave Riegert to approve the minutes from June 16, 2026.

Update on Maintenance needs at City Hall

Roger did some work on patching the main sidewalk. Railing still need to be repaired. Irrigation at the cemetery to be fixed. Working on getting service doors replaced. Motion or security lights at main entrance are being added.

Review of WSN Proposal-The group reviewed and discussed the WSN Proposal.

The mayor wanted something put together for the public as reasoning's why it is not acceptable to remodel and to market why it's not acceptable.

Discussed best ways for public notifications.

Mike Angland-WSN will put together remodel costs estimates based on working directly with local contractors and vendors. They will also factor in inflation.

Facilities study will include updating costs and remodel costs and ADA compliance updates. It will also include costs to continue to operate the current city hall v operating costs for a new city hall. It will include costs for warning siren removal and relocation.

Dave Reese-discussed comparing other communities with projects they have done. Similar communities such as Breezy point and Crosslake for comparison.

Dave spoke with MPCA about building at the drain field location and wastewater comes first and is prioritized. Water well would be needed and the concern is there is lots of ground wastewater. Also building at the drain field site could potentially be an issue due to future needs or expansion of the wastewater site. There would be soil borings and groundwater check for nitrates.

Motion by Teri Hastings and 2nd by Dave Riegert to send the May 20th WSN proposal to the City Council for review and approval. Motion carried.

East Gull Lake Tour

The group discussed the EGL walk-through tour. Teri thought their new city hall was fabulous, well utilized for their space needs. EGL spent 2.1 million for their new city hall. A cost to taxpayers of an increase of less than \$100 on average.

Next Meeting date TBD

Motion by Steve Sundstrom and 2nd by Teri Hastings to adjourn at 11:12

**PARTIAL PAYMENT ESTIMATE
NUMBER 4**

Name of Contractor:	Anderson Brothers Construction Company of Brainerd 11325 State Highway 210 Brainerd, MN 56401	
Name of Owner:	City of Lake Shore 8583 Interlachen Road Lake Shore, Mn 56468	
Date of Completion:	Amount of Contract:	Dates of Estimate:
Original: See Agreement	Original: \$1,660,280.72	From: 9/11/26
Revised:	Revised: \$2,193,331.96	To: 10/9/26

Description of Project:
GULL LAKE TRAIL, PHASE 4A

SPEC NO.	ITEM DESCRIPTION	CONTRACT ITEMS				THIS PERIOD		TOTAL TO DATE	
		QTY.	UNIT	UNIT PRICE	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
2021.501	MOBILIZATION	1	LUMP SUM	\$119,228.63	\$119,228.63			0.7	\$83,460.04
2101.502	CLEARING	4	EACH	\$577.80	\$2,310.40			4	\$2,310.40
2101.502	GRUBBING	4	EACH	\$348.56	\$1,386.24			4	\$1,386.24
2101.505	CLEARING	0.87	ACRE	\$14,085.04	\$12,253.98			1.13	\$15,916.10
2101.505	GRUBBING	0.87	ACRE	\$14,085.03	\$12,253.98			1.13	\$15,916.08
2104.502	REMOVE SIGN	1	EACH	\$110.50	\$110.50				
2104.502	REMOVE MAILBOX SUPPORT	2	EACH	\$55.25	\$110.50				
2104.502	SALVAGE SIGN	3	EACH	\$110.50	\$331.50				
2104.502	SALVAGE MAILBOX SUPPORT	1	EACH	\$110.50	\$110.50				
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	12	LIN FT	\$5.78	\$69.36				
2104.503	SAWING BIT PAVEMENT (FULL DEPTH)	355	LIN FT	\$2.31	\$820.05				
2104.503	REMOVE CURB AND GUTTER	36	LIN FT	\$41.59	\$1,497.24				
2104.504	REMOVE CONCRETE PAVEMENT	58	SO YD	\$20.74	\$1,202.92				
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	165	SO YD	\$13.74	\$2,267.10				
2104.504	REMOVE BITUMINOUS PAVEMENT	45	SO YD	\$11.55	\$519.75				
2104.602	SALVAGE SIGN SPECIAL	2	EACH	\$57.76	\$115.52				
2106.507	EXCAVATION - COMMON (P)	1270	CU YD	\$19.67	\$24,980.90	200	\$3,934.00	1100	\$21,637.00
2106.507	EXCAVATION - MUCK	200	CU YD	\$66.87	\$13,374.00	176	\$11,769.12	200	\$13,374.00
2106.507	SELECT GRANULAR BORROW MOD (CV) (P)	2546	CU YD	\$27.37	\$69,684.02	70	\$1,915.90	1608	\$44,010.96
2106.507	COMMON EMBANKMENT (CV) (P)	1038	CU YD	\$29.04	\$30,143.52	300	\$8,712.00	600	\$17,424.00
2108.504	GEOTEXTILE FABRIC TYPE 1	1611	SO YD	\$5.50	\$8,960.50	1610	\$8,855.00	4751	\$26,130.50
2108.504	GEOTEXTILE FABRIC TYPE 3	60	SO YD	\$11.55	\$693.00				
2211.507	AGGREGATE BASE (LV) CLASS 5	200	CU YD	\$30.51	\$6,102.00				
2231.604	BITUMINOUS PATCH SPECIAL	33	SO YD	\$77.56	\$2,559.48				
2123.610	STREET SWEEPER (WITH PICKUP BROOM)	6	HRS	\$271.43	\$1,628.58			3	\$814.29
2302.604	BITUMINOUS DRIVEWAY REPLACEMENT (RESIDENTIAL)	472	SO YD	\$29.24	\$13,801.28				
2411.507	STRUCTURE EXCAVATION CLASS U	981	CU YD	\$128.52	\$126,078.12			687	\$88,293.24
2411.604	MODULAR BLOCK RETAINING WALL	16289	SO FT	\$38.89	\$633,868.11	1273	\$49,506.97	11428	\$444,434.92
2451.507	COARSE FILTER AGGREGATE (CV)	604	CU YD	\$90.89	\$54,897.56			420	\$38,173.80
2501.502	12" RC PIPE APRON	3	EACH	\$1,549.16	\$4,647.48	1	\$1,549.16	2	\$3,098.32
2501.503	12" RC PIPE CULVERT CLASS III	129	LIN FT	\$93.66	\$12,082.14			47	\$4,402.02
2502.502	4" PRECAST CONCRETE HEADWALL	18	EACH	\$770.00	\$13,860.00				
2502.503	4" TP PIPE DRAIN	180	LIN FT	\$1.65	\$297.00			45	\$74.25
2502.503	4" PERF TP PIPE DRAIN	4412	LIN FT	\$1.50	\$6,618.00			1713	\$2,569.50
2506.502	2X3 CATCH BASIN	4	EACH	\$5,312.71	\$21,250.84	1	\$5,312.71	3	\$15,838.13
2506.502	DRAINAGE STRUCTURE DESIGN H	1	EACH	\$3,816.85	\$3,816.85			1	\$3,816.85
2511.507	RANDOM RIPRAP CLASS II	9	CU YD	\$79.79	\$718.11				
2521.518	6" CONCRETE WALK	945	SO FT	\$20.11	\$19,003.95				
2521.518	2.5" BITUMINOUS WALK	33674	SO FT	\$2.72	\$91,593.28				
2531.503	CONCRETE CURB & GUTTER DESIGN S518	1349	LIN FT	\$28.46	\$38,694.54				
2531.618	TRUNCATED DOMES	40	SO FT	\$60.77	\$2,430.80				
2540.602	INSTALL MAIL BOX SUPPORT	3	EACH	\$143.65	\$430.95				
2540.602	MAIL BOX SUPPORT	2	EACH	\$143.65	\$287.30				
2540.603	BOARDWALK	881	LIN FT	\$167.50	\$147,587.50				
2557.603	WOOD FENCE	1697	LIN FT	\$56.72	\$96,253.84				
2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$3,756.91	\$3,756.91	0.2	\$751.38	0.95	\$3,589.06
2564.502	INSTALL SIGN PANEL TYPE C	3	EACH	\$110.50	\$331.50				
2564.502	INSTALL SIGN PANEL SPECIAL	2	EACH	\$110.50	\$221.00				
2564.518	SIGN PANELS TYPE C	27	SO FT	\$55.25	\$1,491.75				
2573.502	CULVERT END CONTROLS	3	EACH	\$192.50	\$577.50	1	\$192.50	1	\$192.50
2573.502	STORM DRAIN INLET PROTECTION	6	EACH	\$192.50	\$1,155.00				
2573.503	SILT FENCE, TYPE MS	2978	LIN FT	\$3.30	\$9,827.40			1914	\$6,316.20
2574.507	COMMON TOPSOIL BORROW (CV)	280	CU YD	\$73.80	\$19,188.00				
2575.504	ROLLED EROSION PREVENTION CATEGORY 25	397	SO YD	\$3.25	\$1,290.25				
2575.505	SEEDING	2.53	ACRE	\$550.00	\$1,391.50				
2575.505	DISK ANCHORING	1.93	ACRE	\$5.50	\$10.62				
2575.608	SEED NORTHERN BOULEVARD	150	LB	\$5.89	\$883.50				
2575.608	SEED MESIC INSLOPE	52	LB	\$8.14	\$423.28				
2575.608	SEED WET DITCH	12	LB	\$88.66	\$1,063.92				
2574.508	FERTILIZER TYPE 3	759	LB	\$0.94	\$713.46				
2575.508	HYDRAULIC REINFORCED FIBER MATRIX	9867	LB	\$1.93	\$19,043.31			1000	\$1,930.00
CHANGE ORDER #1									
2540.602	BOLLARD	4	EACH	\$1,325.00	\$5,300.00				
2531.503	CONCRETE CURB & GUTTER DESIGN S518	-1349	LIN FT	\$26.46	(\$35,694.54)				
2531.503	CONCRETE CURB & GUTTER DESIGN S512	1349	LIN FT	\$25.46	\$34,345.54				
CHANGE ORDER #2									
BOARDWALK RENT		1	EACH	\$7,560.00	\$7,560.00			0.75	\$5,670.00
CHANGE ORDER #3									
2027 MOBILIZATION		1	LUMP SUM	\$5,500.00	\$5,500.00				
2"-6" GRANITE		174	CU YD	\$101.76	\$17,706.24	174	\$17,706.24	174	\$17,706.24
WWF BASKET WALL		2538	SO FT	\$46.60	\$118,270.80				
LOAD TRANSFER STATION		1444	SO FT	\$64.35	\$92,921.40	1444	\$92,921.40	1444	\$92,921.40
CHANGE ORDER #4									
2101.502	CLEARING	0.25	ACRE	\$14,085.04	\$3,521.26	0.25	\$3,521.26	0.25	\$3,521.26
2101.502	GRUBBING	0.25	ACRE	\$14,085.03	\$3,521.26	0.25	\$3,521.26	0.25	\$3,521.26
2571.502	DECIDUOUS TREE 6" HT BR	12	EACH	\$880.00	\$10,560.00				
CHANGE ORDER #5									
SHORING & FOOTING CORRECTION (WALL 5)		1	LUMP SUM	\$46,224.32	\$46,224.32	1	\$46,224.32	1	\$46,224.32
INSTALL ADDITIONAL SLEEVES FOR FENCE (WALL 6 & 8)		1	LUMP SUM	\$6,699.00	\$6,699.00	1	\$6,699.00	1	\$6,699.00
WALL 7 SOIL CORRECTION		1	LUMP SUM	\$505.31	\$505.31	1	\$505.31	1	\$505.31
CLEAN ROCK FOOT FOR WALL #7		1	LUMP SUM	\$3,032.40	\$3,032.40	1	\$3,032.40	1	\$3,032.40
SOIL CORRECTION FOR WALL #3		1	LUMP SUM	\$642.60	\$642.60	1	\$642.60	1	\$642.60
MUCK EXCAVATION		2506	CU YD	\$66.87	\$167,576.22	2506	\$167,576.22	2506	\$167,576.22
GRANULAR FILL		800	CU YD	\$27.37	\$21,896.00	800	\$21,896.00	800	\$21,896.00
TOTAL:					\$2,193,331.96	\$456,744.75		\$1,225,104.41	

	THIS PERIOD	TOTAL TO DATE
AMOUNT EARNED	\$456,744.75	\$1,225,104.41
AMOUNT RETAINED (5% OF AMOUNT EARNED TO DATE)	\$29,527.63	\$61,255.22
RETAINAGE RELEASED		
PREVIOUS PAYMENTS		\$736,632.07
AMOUNT DUE	\$427,217.12	\$427,217.12

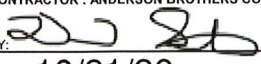
Estimated Percentage Completed:

55.9%

CONTRACTOR'S CERTIFICATION:

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for work for which previous payment estimates were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR : ANDERSON BROTHERS CONSTRUCTION COMPANY

BY: 

Date: 10/21/26

APPROVED BY CITY OF LAKE SHORE:

BY:

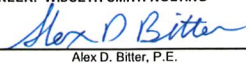
Laura Fussy, City Administrator / City Clerk

Date:

ENGINEER'S CERTIFICATION:

The undersigned endorses that to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

ENGINEER: WIDSETH SMITH NOLTING

BY: 

Alex D. Bitter, P.E.

Date: 10-21-2026

CHANGE ORDER NO.: 5

Owner: City of Lake Shore
Engineer: Widseth Smith Nolting & Associates Inc.
Contractor: Company of Brainerd, LLC
Project: Gull Lake Trail – Phase 4A
Contract Name: Gull Lake Trail – Phase 4A
Date Issued: 10-21-2026

Owner's Project No.:
Engineer's Project No.: 2025-11710
Contractor's Project No.:
Effective Date of Change Order: Council Approval

The Contract is modified as follows upon execution of this Change Order:

Description: See Attached.

Attachments: Change Order Summary

Note:

Substantial Completion Dates: (1) pertains to the Floating Boardwalk Installation, (2) pertains to the Tree Removal, (3) pertains to the remaining planned items.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 1,660,280.72	Original Contract Times: Substantial Completion (1): 4-24-26 Substantial Completion (2): 5-31-26 Substantial Completion (3): 9-11-26 Ready for final payment: 9-25-26
Increase from previously approved Change Orders: \$ 263,511.96	Increase from previously approved Change Orders: Substantial Completion (1): 308 Substantial Completion (2): 0 Substantial Completion (3): 264 Ready for final payment: 280
Contract Price prior to this Change Order: \$ 1,923,792.68	Contract Times prior to this Change Order: Substantial Completion (1): 2-26-27 Substantial Completion (2): 5-31-26 Substantial Completion (3): 6-04-27 Ready for final payment: 7-02-27
Increase this Change Order: \$ 269,539.28	Increase this Change Order: Substantial Completion (1): 0 Substantial Completion (2): 0 Substantial Completion (3): 0 Ready for final payment: 0
Contract Price incorporating this Change Order: \$ 2,193,331.96	Contract Times with all approved Change Orders: Substantial Completion (1): 2-26-27 Substantial Completion (2): 5-31-26 Substantial Completion (3): 6-04-27 Ready for final payment: 7-02-27

CONTRACT CHANGE ORDER SUMMARY		ORDER NO.
CONTRACT FOR:		5
GULL LAKE TRAIL PHASE 4A		DATE: October 21, 2026
OWNER:		STATE: MINNESOTA
CITY OF LAKE SHORE		COUNTY: CASS
TO:		
ANDERSON BROTHERS CONSTRUCTION COMPANY OF BRAINERD, LLC		

Description of Changes				DECREASE in Contract Price	INCREASE in Contract Price
Listing of Changes:					
	Quantity	Unit	Unit Cost		
1 SHORING & FOOTING CORRECTION (WALL 5)	1	LUMP SUM	\$46,224.32		\$46,224.32
2 INSTALL ADDITIONAL SLEEVES FOR FENCE (WALL 6 & 8)	1	LUMP SUM	\$6,699.00		\$6,699.00
3 WALL 7 SOIL CORRECTION	1	LUMP SUM	\$505.31		\$505.31
4 CLEAN ROCK FOOT FOR WALL #7	1	LUMP SUM	\$3,032.40		\$3,032.40
5 SOIL CORRECITON FOR WALL #3	1	LUMP SUM	\$642.60		\$642.60
6 MUCK EXCAVATION	2506	CU YD	\$66.87		\$167,576.22
7 GRANULAR FILL	1639	CU YD	\$27.37		\$44,859.43
CHANGE ORDER TOTALS:				\$0.00	\$269,539.28
NET CHANGE IN CONTRACT PRICE:				\$269,539.28	

JUSTIFICATION:

- Due to the water seepage, organic material and muck in the in slope of CR 77, the contractor was concerned with the stability of the in slope while excavating for Wall No. 5. The contractor proposed to install temporary shoring to hold the road in slope in place.
- Additional fencing is being proposed above wall 6 & 8. The cost associated with this item is related to the contractor excavating and installing the sleeve-its for the fence installation.
- A soil correction was required to remove saturated soil near the wetland. This work was completed by the retaining wall contractor and not the prime contractor. This item has been separated do be clear on who the work was completed by.
- Ground water was encountered in the footing of a low point in Wall 7. Clean crushed rock was used instead of aggregate base.
- Organic material was encountered during the footing excavation for Wall 3. The cost for this change order is related to the time and equipment to complete this task. This task was completed by the retaining wall contractor.
- In the in slope of CR 77 in the area of walls 4 & 5, a significant amount of organic material was encountered and was over excavated from under the retaining wall foundation and trail footprint. This large amount of saturated organic material was previously unknown. Organic material is not recommended to remain under the trail and retaining walls as it promotes settlement over time.
- In relation to item 6, additional granular material was required to be brought in to take the place of the additional volume of muck excavation. This is fill above the already anticipated fill required to build the trail.

The amount of the Contract will be **increased** by the sum of:

Two Hundred Sixty Nine Thousand Five Hundred Thirty Nine and 28/100

Dollars(**\$269,539.28**).

The Contract Total including this and previous Change Orders will be:

Two Million One Hundred Ninety Three Thousand Three Hundred Thirty One and 96/100

Dollars(**\$2,193,331.96**).

**RESOLUTION INCREASING THE
QUARTERLY SEWER SERVICE CHARGE RATE
CITY OF LAKE SHORE
STATE OF MINNESOTA
COUNTY OF CASS
RESOLUTION NO. 2026-10-01**

WHEREAS, the Lake Shore City Council has determined that, pursuant to Chapter 8 of the City Code, an increase in the quarterly sewer rate charged by the City is necessary; and

WHEREAS, the rate per Equivalent Residential Connection (ERC) approved by the City Council is \$175.00 per quarter; and

WHEREAS, the increased sewer rate will be effective beginning with the first quarter of the year 2027.

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

1. The City of Lake Shore hereby adopts a sewer charge of \$175.00 (Per ERC) per quarter.
2. The rate change will be effective beginning with the first quarter of the year 2027.

Adopted this 26th day of October 2026 by a __/5ths vote of said Council.

Andy Stewart, Mayor

Laura Fussy, City Clerk

RESOLUTION NO. 2026-10-01
RESOLUTION REGARDING UNPAID SEWER CHARGES

**City of Lake Shore, County of Cass,
State of Minnesota**

WHEREAS, Minnesota Statute Section 444.075 subd. 3 provides that municipalities may make the charges for connection to sewer facilities and the use charges for such sewer facilities a charge against the owner, lessee, occupant of the property, and may provide a covenant for certifying unpaid charges to the County Auditor with taxes against the property served for collection as other taxes are collected; and

WHEREAS, the City of Lake Shore City Code, Section 9.56 provides that each and every sewer service charge levied by and pursuant to this Chapter is hereby made a lien upon the lot or premises served, and all such charges which are on October 1st of each year past due and delinquent, shall be certified to the County Auditor as taxes or assessments on the real estate; and

WHEREAS, as of October 1, 2026, the following sewer charges were past due and delinquent:

TAXPAYER NAME	REAL ESTATE CODE	AMOUNT
Jaime & Trina Wambach	90-406-0250	\$ 837.00
Davis Newlin	90-441-0102	\$ 837.00

Total
\$1,674.00

THEREFORE, BE IT RESOLVED that the City of Lake Shore City Council hereby certifies as delinquent the following sewer service charges as of October 1, 2026, as taxes or assessments on the real estate identified above:

Adopted by the Lake Shore City Council this 26th day of October 2026.

Andrew Stewart, Mayor

Laura Fussy, City Clerk