

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

PRESENTATION & ADOPTION OF 2025 AUDIT - Jordan White of Clasen & Schiessl CPA's (*Council Action: Approve or Disapprove as presented*)

APPROVAL OF MINUTES

- Minutes for Regular City Council Meeting of February 23, 2026 (*Council Action: Approve or Disapprove as presented*)

REPORTS

Police/Fire Report – Chief Mike Heldt

- Incident Report
- February Fire Report
- Police Internship (*Council Action: Approve or Disapprove as presented*)

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*)
- 2026 Fire Contract (*Council Action: Approve or Disapprove as presented*)
- 2026 Liquor/Tobacco License Renewals (*Council Action: Approve or Disapprove as presented*)

City Clerk/Administrator – Laura Fussy

Planning & Zoning Commission – Darcy Peterson

- Resolution 2026-01 Land Use Ordinance Definitions & Matrix Table (*Council Action: Approve or Disapprove as presented*)
- Resolution 2026-02 Land Use Ordinance Performance Standards (*Council Action: Approve or Disapprove as presented*)
- Rezone 03-26 – Susan Jean Properties (*Council Action: Approve or Disapprove as presented*)
- February Minutes & Permit Summary

Wastewater/Road Committee – Wayne Anderson

- Letter of Recommendation for Bid Award – 2026 Street Improvements – Widseth (*Council Action: Approve or Disapprove as presented*)
- Braun Intertec Proposal – Construction Materials Testing – 2026 Lake Shore Street Improvements – Widseth (*Council Action: Approve or Disapprove as presented*)
- Wastewater Monthly Report – Pequot Lakes

Park and Recreation Committee – Henry Cote

Trail 77

Personnel – Andy Stewart/Darcy Peterson

- Mike Heldt, Chief of Police – 12 Month Review & Recommendation (*Council Action: Approve or Disapprove as presented*)

City Attorney – Gammello - Pearson – Tom Pearson

City Engineer – Widseth – Dave Reese/Alex Bitter

OLD BUSINESS

NEW BUSINESS

- Resolution 2026-03-01 – Building & Grounds Committee Pay (*Council Action: Approve or Disapprove as presented*)

ANNOUNCEMENTS/PUBLIC FORUM

- Reminder - Board of Appeal & Equalization Meeting – Tuesday, April 7, 2026, at 1:00 p.m. at City Hall
- Easter Egg Hunt – Saturday, April 4, 2026, at 11 a.m. at Fritz Loven Park

ADJOURNMENT

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

Mayor Andy Stewart called February 23, 2026, Regular City Council meeting to order at 6:00 PM. The Pledge of Allegiance was recited.

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

APPROVAL OF MINUTES

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE THE JANUARY 26, 2026, REGULAR CITY COUNCIL MEETING MINUTES AS PRESENTED. MOTION PASSED.

REPORTS

Police Report – Chief Mike Heldt

Report – In January 2026 there were 50 incidents in the city. There were 17 traffic-related incidents and 33 were miscellaneous department activity.

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

Mayor's Report – Andy Stewart

2026 Appointments Update – Mayor Stewart referenced the addition of a Building and Grounds Committee and honored Wayne Anderson's request to be removed from the Personnel Committee.

MOTION BY DARCY PETERSON AND SECONDED BY HENRY COTE TO APPROVE THE 2026 APPOINTMENTS UPDATE AS PRESENTED. MOTION PASSED.

Clerk/Treasurer's Report – Kathy Johansen

Financials – MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE THE JANUARY FINANCIALS AS PRESENTED (CLAIM NUMBERS 43271 THRU 43349, AND NON-CHECK CLAIMS LISTED TO ATTACHED REPORT – TOTAL \$247,234.05). MOTION PASSED.

Pay Bills – MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO PAY THE BILLS AS SUBMITTED (CLAIM NUMBERS 43339 THRU 43405; AND CLAIMS 1669 THRU 1681 – TOTAL – \$136,677.84). MOTION PASSED.

Clerk/Administrator – Laura Fussy

Temporary City Hall Hours – Laura Fussy recommends establishing temporary hours for City Hall during her maternity leave and allowing the Deputy Clerk to work her assigned hours. The hours will be changed to

Monday through Thursday from 8:00 AM to 2:30 PM, with Friday remaining 8:00 AM to Noon. Regular hours will resume upon return from leave in June.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE THE TEMPORARY CITY HALL HOURS AS PRESENTED. MOTION PASSED.

Updating Bank Signers – Laura Fussy shared that Kathy Johansen, Deputy Clerk, needs to be added to the bank account as an authorized signer and allow her to communicate with the bank. Teri Hastings also needs to be removed since she is no longer with the City.

MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO APPROVE KATHY JOHANSEN AS A BANK SIGNER AND TERI HASTING’S REMOVAL FROM THE BANK ACCOUNT AS PRESENTED. MOTION PASSED.

Planning Commission – Darcy Peterson had Nicole Hausmann present the Planning Commission items.

Authorized Agent Form – Nicole Hausmann referenced the updated form noting changes from the prior month’s meeting including adding a disclaimer at the bottom of the form, and adding ‘Shoreland Alteration Permit’ and ‘Other’ as options on the form.

MOTION BY DARCY PETERSON AND SECONDED BY HENRY COTE TO APPROVE THE AUTHORIZED AGENT FORM AS PRESENTED. MOTION PASSED.

Resolution 2026-01 Land Use Ordinance – Nicole Hausmann referenced updates in the definitions.

Resolution 2026-02 Matrix Table

Alex Bitter stated the road definition was under the street definition. Alex pointed out that the street definition was lacking the difference between dedicated and undedicated which is related to the right of way so he made some modifications to the ordinance but would like more time to review to make sure the definitions are acceptable and in line with standards of the State of Minnesota. Alex stated he would recommend tabling a decision until a review is completed.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO TABLE RESOLUTION 2026-01 LAND USE ORDINANCE AND RESOLUTION 2026-02 MATRIX TABLE FOR REVIEW. MOTION PASSED.

2025 Year End Reports – Land Use Permits & Public Hearing Items – Nicole Hausmann presented reports for review.

January Minutes & Permit Summary – Provided for review.

Wastewater/Road Committee – Wayne Anderson

Authorize Widseth to Advertise & Approve 2026 Street Improvements – Alex Bitter reviewed the plans for 2026 street improvements and once the plans are authorized the bid opening would be March 19, 2026.

MOTION BY WAYNE ANDERSON AND SECONDED BY DARCY PETERSON TO APPROVE AUTHORIZING WIDSETH TO ADVERTISE 2026 STREET IMPROVEMENTS AS PRESENTED. MOTION PASSED.

Wastewater Monthly Report & December 2025 Minutes – Wayne Anderson reported a frozen sewer line on CR77 that will have to wait until spring once it thaws.

Park and Recreation Committee – Henry Cote shared the committee did not meet.

Trail 77 –

Construction Administration Proposal – Widseth – Alex Bitter presented the proposal which will complete the construction administration portion of the project.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE WIDSETH'S CONSTRUCTION ADMINISTRATION PROPOSAL AS PRESENTED. MOTION PASSED.

Bid Award Recommendation – Gull Lake Trail Phase 4A – Alex Bitter reported a good bid that is under budget from Anderson Brothers.

MOTION BY VERN GEVIK AND SECONDED BY WAYNE ANDERSON TO APPROVE ACCEPTANCE OF THE ANDERSON BID FOR \$1,660,280.72. MOTION PASSED.

Braun Intertec Contract – Alex Bitter presented the Braun proposal to provide construction materials testing services for the Gull Lake Trail.

MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO ACCEPT THE BRAUN INTERTEC CONTRACT AS PRESENTED. MOTION PASSED.

Partial Pay Application #2 – Gull Lake Trail Phase 4A Floating Boardwalk System – Alex Bitter indicated this payment will bring the total payment to Koschak Enterprises to 95% of total bill. The remaining 5% will be held until installation is complete.

MOTION BY VERN GEVIK AND SECONDED BY DARCY PETERSON TO APPROVE THE PARTIAL PAY APPLICATION TO KOSCHAK ENTERPRISES AS PRESENTED. MOTION PASSED.

Personnel – Andy Stewart/Darcy Peterson –

Kathy Johansen, Deputy Clerk – Six-Month Review and Recommendation

MOTION BY DARCY PETERSON AND SECONDED BY HENRY COTE TO APPROVE THE SIX-MONTH REVIEW AND RECOMMENDATION TO MOVE FROM STEP III TO STEP IV. MOTION PASSED.

Laura Fussy, Clerk/Administrator – Six-Month Review and Recommendation

MOTION BY VERN GEVIK AND SECONDED BY HENRY COTE TO APPROVE THE SIX-MONTH REVIEW AND RECOMMENDATION TO MOVE FROM STEP VI TO STEP VII. MOTION PASSED.

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

City Engineer – Widseth – Alex Bitter revisited the Fritz Loven Bridge budget and shared that Widseth had addressed the state concerns and are now seeking approval and signatures. Once that is finalized, Widseth will put together an overall picture of where the project stands.

OLD BUSINESS – There was no old business.

NEW BUSINESS –

Resolution 2026-02-01 – Accepting Donation – Laura Fussy shared that the City received a donation from Sonja Larsen in the amount of \$1,087.70 leftover from an account established due to tent caterpillar invasion. The donated money received will be placed into the trail fund.

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO APPROVE ACCEPTING THE \$1,087.70 DONATION AS PRESENTED. MOTION PASSED.

ANNOUNCEMENTS/PUBLIC FORUM –

MOTION BY WAYNE ANDERSON AND SECONDED BY VERN GEVIK TO ADJOURN THE FEBRUARY 23, 2026, REGULAR CITY COUNCIL MEETING AT 6:34 PM. MOTION PASSED.

Transcribed by Kathy Johansen
Lake Shore Deputy Clerk

Lake Shore Police Department
Monthly Activity Report

February 2026

52 Traffic Related Incidents:

Traffic warnings:	38
Traffic citations:	3
Motorist assist:	2
MV accidents:	3
Motor vehicle fire:	1
Driving complaint:	1
Roadway hazard:	4

27 Misc Calls for Service:

Alarms:	2
Medicals:	4
Property Dispute:	3
Public assist:	3
Suspicious activity:	4
Harassment:	3
Welfare check:	1
Medicals:	5
Agency assist:	1
General information:	1

Total Incidents: 79

Nisswa Fire Department Report

February 2026

Training for this month included forcible entry and a tool rodeo with Fire Inc. During forcible entry, firefighters worked with axes, Halligans and other forcible entry tools to pry open doors (both inward and outward swinging doors). Firefighters worked in pairs for this training. During the tool rodeo, firefighters and first responders reviewed equipment across the entire fire department including saws, extrication tools, airbags, cribbing, generator, fans, etc. This training helped firefighter and first responders familiarize themselves with being hands on with this equipment and practice using it.

Firefighters participated in pinball at the Nisswa Elementary School on 2/5/2026. Firefighters also stayed to have lunch with the elementary school students.

Call Breakdown:

Medical Calls	41
Structure Fire Calls/Vehicle Fire	2
Grass Fire/Brush Fire	2
Gas Leak/Odor	1
Motor Vehicle Accidents	0
Carbon Monoxide/Smoke Detector	3
Rescue/Special Event	1
Cancelled en route	0
Total:	50 total

Chief Bailey 218-851-2825

Staff Report

Date: 3-6-2026

Item: Internship

From: Chief Mike Heldt

The Police Internship for Quinten Kojack will end on March 31, 2026, which will be paid through Sourcewell to that date. Quinten will be done with college on May 15, 2026 and then start his skills training in Brainerd on May 20, 2026. I would like to ask the council if we could continue to keep Quinten as a paid intern through the city. This could start April 1, 2026 and go through July 10, 2026 when he has completed his skills training. After the skills training is completed, Quinten can take the POST exam and be certified as a Peace Officer and continue onto the next step of full time Officer.

With the Sourcewell grant, Quinten was paid under the police budget and was reimbursed by Sourcewell. Quinten was paid in the amount of \$15.00 per hour worked.

Note: The internship could continue for three months until he is finished with his skills training. The continued internship with the city would come out of the full-time officer budget. This would not affect the budget which is already budgeted for \$72,000 for 2026 which comes out to \$6,000 a month.

Would need council approval for continuing a paid internship with the city of Lake Shore.

BANK RECONCILIATION

ACCOUNT NAME	GENERAL CHECKING MONTH ENDED	28-Feb-26
G/L ACCOUNT BALANCE (GEN)	\$1,425,444.61	
CORONA VIRUS RELIEF FUND	\$95,820.61	AMERICAN NATIONAL \$387,367.01
LSPD ADMIN FINES <small>Added 1/31/23</small>	\$17,744.43	AMERICAN NATIONAL MM \$1,435,692.01
P&Z PENALTIES <small>Added 1/31/23</small>	\$17,900.00	
AMER NATL BANK (CD)	\$749,777.30	
POHL ROAD ASSESSMENTS	\$43,731.56	BALANCE PER BANK STMT <u>\$1,823,059.02</u>
ROBINHOOD WAY ASSESSMENT	\$68,507.31	
DEBT SERVICE 2020A	-\$377,207.57	
MUNICIPAL STATE AID-STREET	\$1,612.50	
PARK DEDICATION FEE <small>Added 1/31/23</small>	\$15,950.00	
G/L CAPITAL (SEWER)	\$82,090.61	
2020 STREET IMPROVEMENTS	\$0.00	
GLT-DEDICATED MATCH \$ <small>Added 1/31/23</small>	\$295,846.52	
G/L ACCOUNT BALANCE (SEWR)	\$125,965.26	
AMER NATL BANK (CD)	\$24,790.76	
TOTAL	\$2,587,973.90	
ADD: DEPOSITS		ADD: DEP IN TRANS
DATE AMOUNT		DATE AMOUNT
DEP. AFTER		
2/28/2026		2/28/2026
	<u>\$2,587,973.90</u>	<u>\$1,823,059.02</u>
LESS: DISBURSEMENTS		LESS:
ITEM AMOUNT	\$749,777.30	◀ AM NATL (CD)
CKS AFTER	\$24,790.76	◀ AM NATL (CD)
2/28/2026		OUTSTANDING CHECKS ▶ \$9,653.18
		SEE BELOW
Total		
BANK BALANCE PER LEDGER	<u>\$1,813,405.84</u>	BANK BALANCE PER RECON. <u>\$1,813,405.84</u>

CHECKS OUTSTANDING								
#	AMOUNT	#	AMOUNT	#	AMOUNT	#	AMOUNT	TOTAL
43137	\$421.16	43401	\$50.00					
43157	\$50.00	43403	\$50.00					
43289	\$68.89	43404	\$50.00					
43297	\$50.00	43407	\$58.99					
43386	\$872.70	43408	\$179.55					
43388	\$177.38	43409	\$113.89					
43389	\$305.15	43410	\$60.31					
43390	\$625.37	43411	\$81.30					
43396	\$16.00	43412	\$5,362.50					
43397	\$860.00							
43398	\$118.37							
43399	\$81.62							
		4th Col	\$ -					
		3rd Col	\$ -					
		2nd Col	\$ 6,006.54	Before	28-Feb	\$9,653.18		
		1st Col	\$ 3,646.64	After	28-Feb			
		Total	\$9,653.18	Total		\$ 9,653.18	\$ 9,653.18	

For the Period : 2/1/2026 To 2/28/2026

<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	\$1,409,633.13	\$12,538.08	\$289,256.21	\$1,132,915.00	\$0.00	\$7,954.96	\$1,140,869.96
Corona Virus Relief Funds	\$95,820.61	\$0.00	\$0.00	\$95,820.61	\$0.00	\$0.00	\$95,820.61
LSPD Administrative Fines	\$17,624.43	\$120.00	\$0.00	\$17,744.43	\$0.00	\$0.00	\$17,744.43
P&Z Penalties	\$17,900.00	\$0.00	\$0.00	\$17,900.00	\$0.00	\$0.00	\$17,900.00
American National CD - 1	\$760,556.79	\$0.00	\$0.00	\$760,556.79	\$0.00	\$0.00	\$760,556.79
Pohl Road Assessments	\$43,731.56	\$0.00	\$0.00	\$43,731.56	\$0.00	\$0.00	\$43,731.56
Robinhood Way Assessments	\$68,507.31	\$0.00	\$0.00	\$68,507.31	\$0.00	\$0.00	\$68,507.31
Debt Service 2020A	(\$63,980.77)	\$0.00	\$0.00	(\$63,980.77)	\$0.00	\$0.00	(\$63,980.77)
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	\$77,942.11	\$4,148.50	\$0.00	\$82,090.61	\$0.00	\$0.00	\$82,090.61
Trail - Dedicated Matching Funds	\$294,758.82	\$1,087.70	\$0.00	\$295,846.52	\$0.00	\$0.00	\$295,846.52
Sewage Collection and Disposal	\$85,070.07	\$27,271.15	\$5,571.46	\$106,769.76	\$0.00	\$1,227.06	\$107,996.82
American National CD - 2	\$25,147.17	\$0.00	\$0.00	\$25,147.17	\$0.00	\$0.00	\$25,147.17
Total	\$2,850,273.73	\$45,165.43	\$294,827.67	\$2,600,611.49	\$0.00	\$9,182.02	\$2,609,793.51

Fund Name: All Funds
 Date Range: 02/01/2026 To 02/28/2026

<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>
02/04/2026	Payroll Period Ending 02/03/2026	43350	Payroll Period 01/21/26-02/03/26 PD 02/04/26	N	Council/Town Board	100-41110-101-	\$ 275.73
Total For Check							275.73
02/04/2026	Payroll Period Ending 02/03/2026	43351	Payroll Period 01/21/26-02/03/26 PD 02/04/26	N	Council/Town Board	100-41110-101-	\$ 279.33
Total For Check							279.33
02/04/2026	Payroll Period Ending 02/03/2026	43352	Payroll Period 01/21/26-02/03/26 PD 02/04/26	N	City Administrator	100-41350-101-	\$ 1,847.26
Total For Check							1,847.26
02/04/2026	Payroll Period Ending 02/03/2026	43353	Payroll Period 01/21/26-02/03/26 PD 02/04/26	N	Council/Town Board	100-41110-101-	\$ 269.33
Total For Check							269.33
02/04/2026	Payroll Period Ending 02/03/2026	43354	Payroll Period 01/21/26-02/03/26 PD 02/04/26	N	Housekeeping/Grounds Maint	100-41942-101-	\$ 101.09
Total For Check							101.09
02/04/2026	Payroll Period Ending 02/03/2026	43355	Payroll Period 01/21/26-02/03/26 PD 02/04/26	N	Chief of Police	100-42111-101-	\$ 2,294.86
Total For Check							2,294.86
02/04/2026	Payroll Period Ending 02/03/2026	43356	Payroll Period 01/21/26-02/03/26 PD 02/04/26	N	Clerk	100-41425-101-	\$ 1,255.88
Total For Check							1,255.88
		43356			Planning and Zoning Office	100-41911-101-	\$ 33.94
		43356			Sewer Administration	602-49495-101-	\$ 67.89
Total For Check							1,357.71

Fund Name: All Funds

Date Range: 02/01/2026 To 02/28/2026

Date: 02/04/2026 Vendor: Payroll Period Ending 02/03/2026

Check # 43357

Description: Payroll Period 01/21/26-02/03/26 PD 02/04/26

Void: N Account Name: Patrolman PT

F-A-O-P: 100-42113-101- Total: 829.53

Total For Check 43357

02/04/2026 Payroll Period Ending 02/03/2026

Description: Payroll Period 01/21/26-02/03/26 PD 02/04/26

Void: N Council/Town Board

F-A-O-P: 100-41110-101- Total: 282.61

Total For Check 43358

02/04/2026 Payroll Period Ending 02/03/2026

Description: Payroll Period 01/21/26-02/03/26 PD 02/04/26

Void: N Mayor

F-A-O-P: 100-41310-101- Total: 374.20

Total For Check 43359

02/04/2026 STATE OF MINNESOTA PAYMENTS

Description: DC Payroll 1/21/26-2/3/26

Void: N City Administrator Chief of Police

F-A-O-P: 100-41350-101- Total: 50.00

DC020426

Total For Check DC020426

DC020426

02/04/2026 TASC CLIENT SERVICES

Description: EMPLOYEE FLEX CONTR PYRL 3 of 26

Void: N City Administrator

F-A-O-P: 100-41350-101- Total: 130.76

FS020426

FS020426

Total For Check FS020426

FS020426

02/04/2026 STATE OF MINNESOTA PAYMENTS

Description: HCSP Payroll 1/21/26-2/3/26

Void: N City Administrator Clerk Planning and Zoning Office Chief of Police Sewer Administration

F-A-O-P: 100-41350-101- Total: 150.00

HCSP020426

HCSP020426

HCSP020426

HCSP020426

HCSP020426

HCSP020426

Total For Check HCSP020426

HCSP020426

02/04/2026 IRS DEPOSIT (PAYROLL)

Description: Payroll Period 1/21/26-2/3/26 Pd 2/4/26

Void: N Council/Town Board

F-A-O-P: 100-41110-101- Total: 56.36

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

IRS020426

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		IRS020426			Planning and Zoning Office	100-41425-126-	24.64
		IRS020426			Planning and Zoning Office	100-41911-101-	6.55
		IRS020426			Housekeeping/Grounds Maint	100-41911-122-	2.85
		IRS020426			Housekeeping/Grounds Maint	100-41911-126-	0.67
		IRS020426			Housekeeping/Grounds Maint	100-41942-101-	8.42
		IRS020426			Housekeeping/Grounds Maint	100-41942-122-	6.82
		IRS020426			Chief of Police	100-41942-126-	1.60
		IRS020426			Chief of Police	100-42111-101-	213.14
		IRS020426			Patrolman PT	100-42111-126-	44.34
		IRS020426			Patrolman PT	100-42113-101-	112.82
		IRS020426			Patrolman PT	100-42113-122-	61.38
		IRS020426			Miscellaneous	100-42113-126-	14.36
		IRS020426			Miscellaneous	100-49001-101-	(0.07)
		IRS020426			Sewer Administration	602-49495-101-	13.09
		IRS020426			Sewer Administration	602-49495-122-	5.70
		IRS020426			Sewer Administration	602-49495-126-	1.33
		IRS020426					1,551.54
02/04/2026	MN DEPT OF REVENUE (PAYROLL TAXES)	MN020426	Payroll Period 1/21/26 -2/3/26 Pd 2/4/26	N	Council/Town Board	100-41110-101-	25.00
		MN020426			City Administrator	100-41350-101-	94.94
		MN020426			Clerk	100-41425-101-	73.91
		MN020426			Planning and Zoning Office	100-41911-101-	2.00
		MN020426			Chief of Police	100-42111-101-	100.02
		MN020426			Patrolman PT	100-42113-101-	43.29
		MN020426			Miscellaneous	100-49001-101-	(0.01)
		MN020426			Sewer Administration	602-49495-101-	4.00
		MN020426					343.15
02/04/2026	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA020426	Payroll Period 1/21/26-2/3/26 Pd 2/4/26	N	Council/Town Board	100-41110-101-	31.25
		PERA020426			Mayor	100-41110-121-	31.25
		PERA020426			Mayor	100-41310-101-	20.00
		PERA020426			City Administrator	100-41310-121-	20.00
		PERA020426			City Administrator	100-41350-101-	185.66
		PERA020426			Clerk	100-41350-121-	214.22
		PERA020426			Clerk	100-41425-101-	119.48
		PERA020426			Planning and Zoning Office	100-41425-121-	137.86
		PERA020426			Planning and Zoning Office	100-41911-101-	3.23
		PERA020426			Chief of Police	100-41911-121-	3.73
		PERA020426			Chief of Police	100-42111-101-	393.93
		PERA020426			Chief of Police	100-42111-121-	590.90

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
		PERA020426			Sewer Administration	602-49495-101-	\$ 6.46
		PERA020426				602-49495-121-	\$ 7.45
		PERA020426					\$ 1,765.42
02/05/2026	DELTA DENTAL	DD020526	INSURANCE PREMIUM FEB 2026	N	City Administrator	100-41350-131-	\$ 161.31
		DD020526			Chief of Police	100-42111-131-	\$ 161.31
		DD020526					\$ 322.62
02/09/2026	CHASE CARD SERVICES	43360	ACCT ENDING 5961 -PZ & CC Books/	N	Council/Town Board	100-41110-437-	\$ 19.48
		43360			Boards and Commissions	100-41330-437-	\$ 19.47
		43360			Other General Government	100-41901-201-	\$ 38.36
		43360				100-41901-211-	\$ 75.98
		43360					\$ 153.29
02/09/2026	COLUMN SOFTWARE PBC	43361	INV 5D7E8A93-0035 BUDGET SUMMARY	N	Other General Government	100-41901-351-	\$ 80.92
		43361					\$ 80.92
02/09/2026	FYLES SATELLITES INC	43362	INV 15184 PORTABLE RESTROOM	N	Park Areas	100-45202-300-	\$ 410.00
		43362					\$ 410.00
02/09/2026	FRONTLINE PLUS, INC.	43363	INV 14572 - ANNUAL SIREN SERVICE CONTRACT	N	Public Safety	100-42001-400-	\$ 1,770.00
		43363					\$ 1,770.00
02/09/2026	GENERATOR POWER SYSTEMS	43364	Inv 103858841 Furnish & Install 20KW Kohler Generator	N	General Government Buildings and Plant	100-41940-227-	\$ 14,985.92
		43364					\$ 14,985.92
02/09/2026	GOPHER STATE ONE-CALL INC	43365	ANNUAL FACILITY OPERATOR FEE INV 6010530	N	Sanitary Sewer Maintenance	602-43252-300-	\$ 50.00
		43365					\$ 50.00
02/09/2026	NISSWA HARDWARE	43366	150560/5 & 150628/5 FUEL ADDITIVE/BATTERIES	N	Other General Government	100-41901-201-	\$ 42.98
		43366			Public Works General	100-43001-212-	\$ 33.98
		43366					\$ 76.96
02/09/2026	ON SYSTEMS INC	43367	INV 12567 MANAGED SVC PLAN & MICROSOFT 365	N	Other General Government	100-41901-415-	\$ 673.53

Fund Name: All Funds

Date Range: 02/01/2026 To 02/28/2026

<u>Date</u>	<u>Vendor</u>	<u>Total For Check</u>	<u>Check #</u>	<u>Description</u>	<u>Void</u>	<u>Account Name</u>	<u>F-A-O-P</u>	<u>Total</u>
02/09/2026	THE OFFICE SHOP	43367	43368	NAMEPLATES INV 1161957-0	N	Other General Government	100-41901-201-	\$ 60.44
			43368					\$ 60.44
02/09/2026	PURCHASE POWER	43369	43369	SENDPRO POSTAGE-#8000-9000-0325-854 2	N	Other General Government	100-41901-322-	\$ 252.00
02/09/2026	CITY OF PEQUOT LAKES	43370	43370	MTHLY WW OPERATIONS SVCS INV 2547	N	Sanitary Sewer Maintenance	602-43252-300-	\$ 3,619.66
02/09/2026	SCHAEFFERS FOODS	43371	43371	KITCHEN BAGS-INV 948	N	Other General Government	100-41901-201-	\$ 3,619.66
			43371					\$ 27.58
			43371					\$ 27.58
02/09/2026	THELEN HEATING & ROOFING INC	43372	43372	RELIT PILOTS ON BOTH UNIT HEATERS INV 43610	N	General Government Buildings and Plant	100-41940-401-	\$ 204.00
02/09/2026	US BANK EQUIPMENT FINANCE	43373	43373	EQUIP CONTRACT INV 574509824	N	Other General Government	100-41901-415-	\$ 297.76
02/09/2026	VERIZON WIRELESS	43374	43374	ACCT 486724156-00002 INV 6134675594	N	Communication Services	100-42151-321-	\$ 38.41
02/09/2026	WASTE PARTNERS INC.	43375	43375	TRASH REMOVAL INV 61X00934	N	General Government Buildings and Plant	100-41940-384-	\$ 111.45
02/09/2026	WIDSETH SMITH NOLTING & ASSOC. INC.	43376	43376	INV #S 243237,243239,243238,242983, 243059	N	Purchasing	100-41570-409-	\$ 13,622.08
			43376					\$ 39,225.85
			43376					\$ 400.00
02/09/2026	SEAN WELDON	43377	43377	FEB 2026 PZ MTG	N	Boards and Commissions	100-41330-318-	\$ 125.00
			43377					\$ 125.00

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
02/18/2026	STATE OF MINNESOTA PAYMENTS	HCSP21826	HCSP Payroll 2/4/26-2/17/26	N	City Administrator	100-41350-101-	150.00
		HCSP21826			Clerk	100-41425-101-	138.75
		HCSP21826			Planning and Zoning Office	100-41911-101-	3.75
		HCSP21826			Chief of Police	100-42111-101-	150.00
		HCSP21826			Sewer Administration	602-49495-101-	7.50
		HCSP21826					450.00
02/18/2026	IRS DEPOSIT (PAYROLL)	IRS21826	Payroll Period 2/4/26-2/17/26 Pd 2/18/26	N	City Administrator	100-41350-101-	385.13
		IRS21826				100-41350-122-	159.68
		IRS21826				100-41350-126-	37.35
		IRS21826			Clerk	100-41425-101-	242.05
		IRS21826				100-41425-122-	105.37
		IRS21826			Planning and Zoning Office	100-41425-126-	24.64
		IRS21826				100-41911-101-	6.55
		IRS21826				100-41911-122-	2.85
		IRS21826				100-41911-126-	0.67
		IRS21826			Chief of Police	100-42111-101-	213.14
		IRS21826			Patrolman PT	100-42111-126-	44.34
		IRS21826				100-42113-101-	106.20
		IRS21826			Public Works Employee	100-42113-122-	59.06
		IRS21826				100-42113-126-	13.81
		IRS21826				100-43010-101-	192.05
		IRS21826			Miscellaneous	100-43010-122-	74.60
		IRS21826			Sewer Administration	100-43010-126-	17.45
		IRS21826				100-49001-101-	(0.07)
		IRS21826				602-49495-101-	13.09
		IRS21826				602-49495-122-	5.70
		IRS21826				602-49495-126-	1.33
		IRS21826					1,704.99
02/18/2026	MN DEPT OF REVENUE (PAYROLL TAXES)	MIN21826	Payroll Period 2/4/26 -2/17/26 Pd 2/18/26	N	City Administrator	100-41350-101-	94.94
		MIN21826			Clerk	100-41425-101-	73.91
		MIN21826			Planning and Zoning Office	100-41911-101-	2.00
		MIN21826			Chief of Police	100-42111-101-	100.02
		MIN21826			Patrolman PT	100-42113-101-	41.29
		MIN21826			Public Works Employee	100-43010-101-	54.94
		MIN21826			Miscellaneous	100-49001-101-	(0.01)
		MIN21826			Sewer Administration	602-49495-101-	4.00
		MIN21826					371.09

Date	Vendor	Check #	Description	Void	Account Name	F-A-O-P	Total
02/18/2026	PUBLIC EMPLOYEES RETIREMENT ASSN	PERA21826	Payroll Period 2/4/26-2/17/26 Pd 2/18/26	N	City Administrator	100-41350-101-	185.66
		PERA21826			Clerk	100-41350-121-	214.22
		PERA21826			Planning and Zoning Office	100-41425-101-	119.48
		PERA21826			Chief of Police	100-41425-121-	137.86
		PERA21826			Public Works Employee	100-41911-101-	3.23
		PERA21826			Sewer Administration	100-41911-121-	3.73
		PERA21826			Sanitary Sewer Maintenance	100-42111-101-	393.93
		PERA21826				100-42111-121-	590.90
		PERA21826				100-43010-101-	78.21
		PERA21826				100-43010-121-	90.24
		PERA21826				602-49495-101-	6.46
		PERA21826				602-49495-121-	7.45
		PERA21826					1,831.37
02/19/2026	A. W. RESEARCH LABORATORIES, INC.	43387	DEC 2025 & JAN 2026 PROJ-INV 76294 & 76655	N	Sanitary Sewer Maintenance	602-43252-302-	222.50
		43387					222.50
02/19/2026	AAA EQUIPMENT CENTER	43388	BELT INV 131918	N	Public Works General	100-43001-227-	177.38
		43388					177.38
02/19/2026	CTC - 446126	43389	PHONES-ACCT 00018679-6 INV 21762298	N	Other General Government	100-41901-321-	263.56
		43389			Communication Services	100-42151-321-	41.59
		43389					305.15
02/19/2026	CIRCLE K / HOLIDAY	43390	FUEL - INV 110548480 (PD) & INV 110548386 (PW)	N	Automotive Services	100-42152-212-	408.51
		43390			Public Works General	100-43001-212-	216.86
		43390					625.37
02/19/2026	COLUMN SOFTWARE PBC	43391	PZ PUBLIC NOTICE INV 5D7E8A93-0034	N	Planning and Zoning Office	100-41911-351-	39.10
		43391					39.10
02/19/2026	CASS COUNTY HISTORICAL SOCIETY	43392	SPONSOR DONATION - 2026	N	Other General Government	100-41901-490-	150.00
		43392					150.00
02/19/2026	LAMS.INC	43393	INV 57587	N	General Government Buildings and Plant	100-41940-310-	36.96
		43393					36.96

Fund Name: All Funds

Date Range: 02/01/2026 To 02/28/2026

<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>
02/19/2026	MEDICA	43394	COVERAGE MARCH 2026 INV 949309388876	N	City Administrator	100-41350-131-	\$ 1,652.92
		43394			Chief of Police	100-42111-131-	\$ 2,924.33
	Total For Check	43394					\$ 4,577.25
02/19/2026	MINNESOTA POWER	43395	BILL DATE 2/11/26 MULTIPLE ACCTS	N	General Government Buildings and Plant	100-41940-381-	\$ 351.65
		43395			Street Lighting	100-43160-381-	\$ 113.48
		43395			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 175.40
	Total For Check	43395					\$ 640.53
02/19/2026	NCPERS GROUP LIFE INS.	43396	GRP LIFE INSURANCE-UNIT 571200 INV 571200032026	N	Chief of Police	100-42111-101-	\$ 16.00
	Total For Check	43396					\$ 16.00
02/19/2026	NORTHLAND SEPTIC MAINTENANCE INC	43397	SEPTIC MAINT INV 29997 & 29969	N	Sewage Collection and Disposal	602-43250-300-	\$ 860.00
	Total For Check	43397					\$ 860.00
02/19/2026	CHARTER COMMUNICATIONS	43398	ACCT 175599201 - Inv 175599201020126	N	Other General Government	100-41901-321-	\$ 118.37
	Total For Check	43398					\$ 118.37
02/19/2026	VERIZON WIRELESS	43399	ACCT642046092-00001 INV 6134931445	N	Communication Services	100-42151-321-	\$ 81.62
	Total For Check	43399					\$ 81.62
02/19/2026	XCEL ENERGY	43400	ACCT 51-6575479-0 STMT 964898807	N	General Government Buildings and Plant	100-41940-383-	\$ 636.58
	Total For Check	43400					\$ 636.58
02/19/2026	BILL-SCHULTZ	43401	FEB 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
	Total For Check	43401					\$ 50.00
02/19/2026	JIM HALVERSON	43402	FEB 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
	Total For Check	43402					\$ 50.00
02/19/2026	TROY MAGNUSON	43403	FEB 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
	Total For Check	43403					\$ 50.00
02/19/2026	JUSTIN STAHNKE	43404	FEB 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
	Total For Check	43404					\$ 50.00

<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>
02/19/2026	JAMES R. WOLL	43405	FEB 2026 RWW MTG	N	Sewer Committee	602-41333-318-	\$ 50.00
	Total For Check	43405					\$ 50.00
02/23/2026	Koschak Enterprises, Inc	43406	Gull Lake Trail Phase 4A Floating Boardwalk System - 2025-11710	N	Purchasing	100-41570-514-	\$ 178,985.25
	Total For Check	43406					\$ 178,985.25
02/24/2026	COLUMN SOFTWARE PBC	43407	PCBOA MTG PUBLIC NOTICE	N	Planning and Zoning Office	100-41911-351-	\$ 58.99
	Total For Check	43407					\$ 58.99
02/24/2026	CROW WING POWER	43408	2/14/26 BILL DATE	N	Street Lighting	100-43160-381-	\$ 9.72
		43408			Park Areas	100-45202-381-	\$ 2.77
		43408			Sewer Utilities - Sewer Lift Stations	602-49470-381-	\$ 167.06
	Total For Check	43408					\$ 179.55
02/24/2026	FORUM COMMUNICATIONS CO	43409	SUBSCRIPTION-12 MONTH - ACCT 178244541	N	Other General Government	100-41901-354-	\$ 113.89
	Total For Check	43409					\$ 113.89
02/24/2026	METRO SALES INC	43410	PRINT CARTRIDGE/STAPLES - INV3013078	N	Other General Government	100-41901-415-	\$ 60.31
	Total For Check	43410					\$ 60.31
02/24/2026	PITNEY BOWES	43411	MAILSTATION - INV 3107662545	N	Other General Government	100-41901-415-	\$ 81.30
	Total For Check	43411					\$ 81.30
02/24/2026	RARDIN EXCAVATING INC	43412	TRUCK,PLOW & SANDER, SALT SAND, TREE TRIM	N	Ice and Snow Removal	100-43125-224-	\$ 1,820.00
		43412				100-43125-400-	\$ 3,542.50
	Total For Check	43412					\$ 5,362.50
	Total For Selected Checks						\$ 294,827.67

STAFF REPORT

ITEM: 2026 Fire Contract

FROM: Kathy Johansen

DATE: March 23, 2026

ACTION REQUESTED: Council Approval

BACKGROUND:

1. Attached is the proposed 2026 Nisswa Fire Contract along with the summary contract amounts for the other contracted entities. Lake Shore's total contract amount for 2026 is \$118,768 with an additional \$4,816 for the Firemen's Relief Association. Lake Shore's share is 32.11% (32.52% in 2025) of the total cost of the Nisswa Fire Department budget. The contract amounts are based on the land and building values of each entity served by the Nisswa Fire Department.

A motion is needed to approve (or deny) the contract for the above amounts.

FIRE PROTECTION AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of March 2026, by and between the CITY OF NISSWA, COUNTY OF CROW WING, STATE OF MINNESOTA, party of the first part, and CITY OF LAKE SHORE, COUNTY OF CASS, STATE OF MINNESOTA, party of the second part.

WHEREAS, the second party, deeming it advisable to have available for the benefit of the residents of said CITY OF LAKE SHORE, fire and first responder services of the first parties Fire Department, and the electors of said CITY having pursuant to law, provided a fund for the furnishing of such services, and,

WHEREAS, the first party has by appropriate action authorized the Mayor and Clerk to enter into a contract with the second party for the furnishings of said services.

NOW THEREFORE, it is mutually agreed between the parties hereto, that during the term of this contract, the First Party will answer any and all fire and first responder calls of the residents of the CITY OF LAKE SHORE, and will respond to such fire calls with suitable fire fighting apparatus manned by at least three members of the Nisswa Fire Department or such first responder calls with such emergency equipment as appropriate, who will render all assistance possible in the saving of life and property. In consideration of said services, second party agrees to pay \$118,768.00 which is 32.11% of the operating costs of the Fire Department and \$4,816.00 which is 32.11% of the cost of the Firemen's Relief Association, which is to be made Payable directly to the Nisswa Firemen's Relief Association.

\$59,384.00 Contract payment due to the City of Nisswa on or before April 1, 2026.

\$59,384.00 Contract payment due to the City of Nisswa on or before October 1, 2026.

\$2,408.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before April 1, 2026.

\$2,408.00 Firemen's Relief payment due to the Nisswa Firemen's Relief Association on or before October 1, 2026.

First party agrees that should the actual cost of operating its Fire Department during the calendar year 2026 be less than the money collected for the operation of the Nisswa Fire Department, it will apply 32.11% of the surplus in reducing the sum that second party will be required to pay for services if it contracts with first party during the following year. It is understood by all parties that the building rent, sinking fund, Administrative cost and Relief Association payment are fixed expenses and not subject to adjustment. The sinking fund is the only account that is jointly owned. A contracted unit of government, if they do not renew their contract shall be entitled to a return equal to the percent of limited market value if they have contracted for five years or more. Areas with less than five years will receive their percentage or the actual input into the fund, whichever is less. Once an item is purchased, it becomes the property of the City of Nisswa. Property purchased that exceeds the sinking fund will be depreciated at the amount of purchase price plus interest less amount from the Sinking Fund. Second party agrees that should the actual cost of the operation of the Fire Department during the calendar year 2026 exceed the money collected for the operation of the Fire Department, it will pay 32.11% of the shortage in addition to the sum that second party will be required to pay for fire protection if it contracts with first party during the following contract year. All shortages or surpluses will be adjusted in the first

payment due under the following years fire contract.

It is understood and agreed, that at times, weather and road conditions through the various seasons of the year can and no doubt will interfere in the rendering of such services, in which event, failure to furnish the service herein agreed upon shall not be taken to be a breach of this agreement.

It is further understood and agreed, that should two or more fire or first responder calls be received from property owners within the CITY limits of the second party, they shall be answered in the order of their receipt unless the Fire Chief or other officer in charge of the Fire Department at the time, otherwise directs.

It is further understood and agreed that the first party shall not be liable to the Second party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire or to render aid, whether such loss or damage is caused by the Negligence of the officer, agents, or employees of the City of Nisswa or its Fire Department or otherwise.

It is further agreed and understood that in responding to fire and first responder calls within the CITY Limits of the second party, the Fire Chief or other officer in charge of the Fire Department at the time, shall dispatch only such personnel and equipment as, in his opinion can be safely spared by the City. In case an emergency arises within the City while equipment and personnel of the Fire Department are engaged in fighting a fire or responding within the CITY limits of the Second Party, the Fire Chief or other officer in charge of the Fire Department may, in his discretion, recall to the City, such equipment and Personnel as he may, in his opinion, consider necessary to meet the emergency.

This contract shall be in force for a term from March 31, 2026 to March 31, 2027,

at 12:01 a.m. standard time.

This contract is executed in duplicate, each party has a copy, and each copy shall be deemed an original for all purposes.

WITNESS the signatures of said officers this 1st day of March 2026.

CITY OF NISSWA

ATTEST: _____

Clerk

BY: _____

Mayor

CITY OF LAKE SHORE

ATTEST: _____

Clerk

BY: _____

Mayor

	2025 Land	2025 Bldg	2025 Total	% Share	Amount for Fire Contract	Amount for Relief Assoc.	Inc from 2025
	Values	Values	Values				
Nisswa	712,958,455	703,498,008	1,416,456,463	39.40%	\$145,735	\$5,910	\$14,003
Lake Shore	603,267,100	551,082,400	1,154,349,500	32.11%	\$118,768	\$4,816	\$8,227
Lake Edward	488,832,359	436,711,008	925,543,367	25.74%	\$95,226	\$3,862	\$6,415
Pelican	36,901,937	35,856,248	72,758,185	2.02%	\$7,486	\$304	\$901
Pequot Lakes	13,912,566	12,186,383	26,098,949	0.73%	\$2,685	\$109	\$454
	<u>1,855,872,417</u>	<u>1,739,334,047</u>	<u>3,595,206,464</u>	<u>100.00%</u>	<u>\$369,900</u>	<u>\$15,000</u>	<u>\$30,000</u>

2026 Budget \$369,900
8.83% inc from 2025

Please make separate checks for the contract payment and the relief payment.

Make checks for the contract payable to the City of Nisswa Fire Department.

Make Checks for the Relief payable to the Nisswa Relief Association.

Sinking Fund Balance at 12/31/2025: \$ 227,223.84

Please return one signed copy of the contract along with the first half payment.

STAFF REPORT TO THE LAKE SHORE CITY COUNCIL

TO: Mayor and Council Members

FROM: Kathy Johansen - Deputy Clerk

SUBJECT: Liquor Licenses - Tobacco Licenses

DATE: 23-Mar-26

LIQUOR LICENSING:	OFF/SALE	ON/SALE	SUNDAY	WINE/ON	TOBACCO	TOTAL
<u>RENEWALS</u>						
Bar Harbor Supper Club	\$100.00	\$2,000.00	\$200.00		\$12.00	\$2,312.00
Lost Lake Lodge	\$100.00	\$2,000.00	\$200.00			\$2,300.00
Zorbaz	\$100.00	\$2,000.00	\$200.00		\$12.00	\$2,312.00
Agate Lake Resort		\$2,000.00				\$2,000.00
Cowboy's	\$100.00	\$2,000.00	\$200.00			\$2,300.00
<u>NEW LICENSE</u>						\$0.00
Total						\$11,224.00

The businesses listed above are scheduled for their annual renewal of their liquor licenses. They have provided the proper renewal application and have no outstanding balances owed to the City. All of the businesses are current on their property taxes.

The Police Chief has completed background checks and recommends approval of the renewal licenses.

CITY OF LAKE SHORE

REPORT TO CITY COUNCIL

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

PUBLIC HEARING WAS HELD FEBRUARY 09th, 2026

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

Date: March 23rd, 2026

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

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

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

Report:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 36.2.1- Grading

Beach Sand Blankets:

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

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

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

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

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

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

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

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

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

Reviewed by:

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

Notifications:

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

Public Hearing:

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

City Council Action Requested:

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

**ORDINANCE NO. 2026-01, FIRST SERIES
AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE
REGARDING DEFINITIONS & MATRIX TABLE
FOR THE CITY OF LAKE SHORE
COUNTY OF CASS, STATE OF MINNESOTA**

The City of Lake Shore ordains:

Section 1. **Purpose and Intent.** The purpose and intent of this Ordinance is to amend the City of Lake Shore Land Use and Subdivision Ordinance to include and modify definitions and the matrix table located within the City of Lake Shore.

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

The following underlined language will be added:

NO. 4 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

NO. 4 DEFINITIONS

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

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

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

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

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

All definitions will be renumbered accordingly.

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

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

Passed by the City of Lake Shore Council this _____ day of _____, 2026, by a ___/5ths vote.

Andy Stewart, Mayor

Attest: _____
Kathy Johansen, City Deputy Clerk

A - allowed w/o a permit, P - permitted, C - conditional use, AC - accessory use, E - excluded
 *All uses and structures must meet all other requirements of the ordinance.

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

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

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

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

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

*In Shore Impact Zone (cumulative from natural state):
 More than 10 CY, Less than 50 CY requires a CUP
 Greater than 50 CY excluded

In Lake Setback outside of Shore Impact Zone
 Less than 50 CY requires a permit
 More than 50 CY requires a CUP

Outside of Lake Setback
 Less than 100 CY is allowed
 100 CY or more requires a CUP

**ORDINANCE NO. 2026-02, FIRST SERIES
AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE
REGARDING PERFORMANCE STANDARDS
FOR THE CITY OF LAKE SHORE
COUNTY OF CASS, STATE OF MINNESOTA**

The City of Lake Shore ordains:

Section 1. **Purpose and Intent.** The purpose and intent of this Ordinance is to amend the City of Lake Shore Land Use and Subdivision Ordinance to modify Performance Standards located within the City of Lake Shore.

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

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

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

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

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

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

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

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

**Section 36.2.1- Grading
Beach Sand Blankets:**

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

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

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

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

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

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

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

Section 71.6.1 Final Plat – The subdivider shall submit ~~fifteen (15) copies,~~ one (1) 11x17 copy, and one (1) electronic copy (PDF) of the Final Plat, Final Common Interest Community Plan or Final

Condominium Plat and concurrent documents to the Zoning Administrator thirty (30) days prior to the normal Planning Commission meeting.

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

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

Passed by the City of Lake Shore Council this _____ day of _____, 2026, by a ___/5ths vote.

Andy Stewart, Mayor

Attest: _____
Kathy Johansen, City Deputy Clerk



AFFIDAVIT OF PUBLICATION

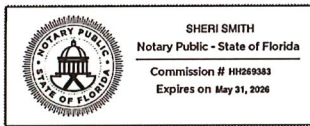
State of Florida, County of Broward, ss:

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

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

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

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

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

**CITY OF LAKE SHORE
PLANNING COMMISSION/BOARD
OF ADJUSTMENT
NOTICE OF PUBLIC HEARING
MONDAY, FEBRUARY 09, 2026
AT 9:00 AM
LAKE SHORE CITY HALL**

TO WHOM IT MAY CONCERN:
The Lake Shore Planning Commission/Board of Adjustment will hear the following items at their regular scheduled meeting on Monday, February 9th at 9:00 AM, City Hall.

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

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

All interested persons are invited to attend this hearing and be heard or send written comments to City Hall. Copies of the applications, maps, drawings, and staff reports are available at City Hall, typically a week before the meeting.

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

CITY OF LAKE SHORE

REPORT TO CITY COUNCIL

Concerning: Rezone from Commercial-Neighborhood to Residential – Low Density
2026 – 03

PUBLIC HEARING WAS HELD MARCH 09th, 2026

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

Date: March 23rd, 2026

Subject: The applicant is requesting to rezone .918 acres "Tract A" from a 4-acre "Tract B" parcel #90-469-0120 located at 9215 Interlachen Road from "Commercial Neighborhood" to "Residential, Low Density (R-1)". This property is located in the Shoreland Area (Gull Lake – General Development).

Overview: The subject property features a 9-unit motel, a motel with an attached garage (unit 10), a cabin (unit 11), another cabin (unit 12), and a shed. The applicant has signed a winter window form for a new septic design for proposed "Tract A" and septic compliance inspections for "Tract B". The impervious surface coverage for "Tract B" is 13.9%.

PROPERTY INFORMATION:

PID:	90-469-0120
Acres:	Tract A +/- .918 Acres (40,004 sq. ft.) – <i>if rezoned to R-1</i> Tract B +/- 3.45 Acres (150,282 sq. ft.)
Zoning:	Commercial Neighborhood
Physical Address:	9215 Interlachen Road
Location:	32/135/29
Septic:	Winter Window signed for new septic design & inspections
Existing Impervious Tract B:	13.9

GIS Imagery 2024, Cass County GIS, Aerial View:



GIS Imagery 2024, Cass County GIS, Contours:



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



Complete Application Received: 02/09/2026
 Action Deadline: 04/09/2026
 15.99 Waiver: N/A
 Wetland Delineation: N/A
 Fees Collected: \$500.00
 Authorized Agent: N/A
 Reviewed by:

- City Engineer: Email sent 02/18/2026
- City Attorney: N/A

Notifications:

- DNR: Emails sent 01/13/2026 & 02/18/2026
- MNDOT: N/A
- CASS HWY: Email sent 02/18/2026
- Neighbors within 500 ft.: Letter mailed 02/20/2026
- Published in newspaper: 02/25/2026

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

15. Residential, Low Density (R-1) (Includes Off Lake Shoreland).

15.1 Purpose. To establish and maintain a low density zoning district within the shoreland area, which will provide a buffer between rural residential/Agriculture (RR/AG) and higher density residential zones. This zoning district does not have lake frontage.

15.2 Lot Use and Density Requirements (R-1).

	Lake Classification: General Development or Recreational Development	Lake Classification: Natural Environment
Lot Width – feet	150	200
Lot Area – square feet	40,000	80,000
Buildable Area – square feet	20,000	40,000
Setback, City Road – feet	30	30
Setback, County Road – feet	50	50
Setback, side – feet	15	15
Setback, corner side – feet	15	15
Setback, side for storage sheds (<200 sq ft) - feet	5	5
Setback, rear-feet	20	20
Setback, top of bluff	50	50
Setback, unplatted cemetery – feet	50	50
Setback – wetland - feet	30	30

Setback, sign – feet	50	50
Parking/driveway setback from property line – feet/minimum	10	10
Maximum impervious coverage	25%	20%
Maximum building height – feet	25	25
Maximum building height, accessory structure	20	20
Accessory Structure Size – square feet, maximum, cumulative	1,200 square feet for parcels 40,000 square feet or less, 1% increase for lot area over 40,000 square feet	1,200 square feet for parcels 80,000 square feet or less, 1% increase for lot area over 80,000 square feet
Building above highest known ground water or lake level – feet	3	3
Lot width w/guest cabin or duplex – feet/minimum	265	400
Minimum dwelling width - feet	24	24

16. Performance Standards (R-1).

16.1 Accessory Structures. Total cumulative detached accessory structure size may be increased to a maximum of 2,000 square feet by Conditional Use Permit provided the following:

16.1.1 The exterior of the additional accessory structure matches or is consistent with the exterior of the existing principal structure.

16.1.2 The Conditional Use criteria in Section 68 have been met.

16.2 Side-Yard Setback. To accommodate modest additions to existing structures that are already encroaching within the side-yard setback, the side-yard setback may be reduced to five (5) feet on General Development or Recreational Development lakes and ten (10) feet on Natural Environment lakes through the Conditional Use Permit process provided all of the following:

16.2.1 The structure is the principal structure,

16.2.2 The structure existed prior to the enactment of this Ordinance, continues to exist and will not be replaced or otherwise destroyed as part of construction within the setback,

16.2.3 The structure is a minimum of fifty (50-feet) from the Ordinary High Water line of any lake,

16.2.4 The proposed construction does not encroach further on the Ordinary High Water line than the existing structure,

16.2.5 The proposed construction does not encroach further into the side-yard setback than the existing encroachment, and

16.2.6 The addition does not increase the height of the existing structure.

16.3 A guest cabin or guest quarters may be allowed, provided the structure meets the standards outlined in this section (15.2)

16.3.1 A guest cabin shall meet all requirements including, impervious coverage limits, setbacks, adequate septic system capacity or the ability to connect to the city sewer system and a storm water management plan.

16.3.2 A guest cabin shall not cover more than 700 square feet of land and shall not exceed 15 feet in height. Basements are prohibited. Porches decks and outside stairways and stoops exceeding four feet in width shall be included in the 700 square feet of land covered.

16.3.3 Shall be located to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setback of 100 feet on a GD lake and 125 feet on a RD lake, color or other uses acceptable to the City assuming summer leaf-on conditions.

16.3.4 A guest cabin shall not be permitted if guest quarters exist on the lot.

16.3.5 Guest quarters shall meet all requirements including, impervious coverage limits, setbacks, adequate septic system capacity or the ability to connect to the city sewer system and a storm water management plan.

16.3.6 Guest quarters shall not exceed 700 square feet in size regardless the size of the accessory structure upon which they are built. Balconies and outside stairways exceeding four feet in width shall be included in the 700 square feet maximum size.

16.3.7 Guest Quarters shall not be permitted if a guest cabin exists on the lot.

16.3.8 Existing boathouses and other detached accessory structures within the lake setback shall not be converted to guest cabins or guest quarters.

16.4 A significant historical site may not be modified, altered or built upon in a manner which affects the values of the site and without consultation with the Minnesota Historical Society.

16.5 Artificial pervious surface is defined as pervious pavers, pervious asphalt or pervious concrete for the purposes of this ordinance.

16.5.1 A property owner desiring to use an artificial pervious surface in meeting the impervious surface limitations imposed by the City Code shall obtain any permits required by the regulations of any other applicable agencies and the city.

16.5.2 The city shall give no more than a 50% credit of the total area covered by an artificial pervious surface in meeting the total impervious on a specific site.

16.5.3 All artificial pervious surface areas shall be installed by a professional, in accordance with the Minnesota Pollution Control Agency's Stormwater Best Management Practices and meet the following criteria below in order to receive credit for impervious surface.

16.5.3.1 The base of the pervious surface product shall be installed with an infiltration system that maintains no less than a minimum of a 3 foot separation from the seasonally saturated soils, bedrock or water table to ensure soil absorption, contaminate removal and enhanced retention of storm-water.

16.5.3.2 The artificial pervious system should be set back from structures having basements, septic systems, steep slopes and wells.

16.5.3.3 The city shall be notified when construction is taking place so the site may be inspected for compliance.

16.5.3.4 The designer of the system must include maintenance instructions to the property owner along with a maintenance schedule with copy to the Zoning Administrator.

16.6 All principal residential structures shall have a minimum average structure width of twenty-four feet and a minimum living area of 576 square feet. No residential attached garage or storage area shall exceed 200% of the ground floor footprint of the living area unless a conditional use permit is obtained.

16.7 Excluded Uses (R-1). Easements to non-riparian lot owners to allow access to Public waters shall be prohibited. The use of any riparian lot, tract or parcel of land, however, designated or described, other than as a controlled access lot as defined in Department of Natural Resources Standards 6120.3300 Subd. 2E., to provide access to Public waters for owners of non-riparian lots, including, but not limited to, by easement, share, license or any other legal or illegal arrangement, scheme or plan, shall be prohibited.

81. Amendment. The City Council may adopt amendments by 4/5 vote to either the Zoning Ordinance, Zoning Map or Overlay Maps in relation to the land uses within a District or the boundaries of the District(s). Such amendments shall not be issued indiscriminately, but shall only be used as a means to reflect changes in the goals of the community or changes in the conditions of the City.

81.1 An amendment may be initiated by the Council, the Planning Commission or by any property owner.

81.2 The Zoning Administrator shall review the proposed changes and make a recommendation to the Planning Commission.

81.3 The Planning Commission shall make a reasonable attempt to cause all property owners within a minimum of five-hundred (500) feet of proposed Zoning District change to be notified by regular mail and shall publish a hearing notice for either a Zoning District change or Zoning Ordinance change in the legal section of the official newspaper and shall provide notice to the Department of Natural Resources at least ten (10) days ahead of the public hearing. The Planning Commission shall hold the hearing and make a timely recommendation to the City Council. Adoption of a new Zoning map shall require published notice only. The Planning Commission shall consider the criteria for land use categories, Sec 11.5 in its decision.

81.4 The City Council shall review the recommendations and shall make a timely decision. An amendment requires a 4/5 vote to be enacted.

81.5 The City Clerk shall publish a summary of the text of the change or description of boundary change or a new Zoning map; whichever is appropriate, in the official newspaper within (thirty) 30 days after action by the Council.

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

1. The subject property is located at 9215 Interlachen Road and is zoned Commercial Neighborhood (Gull Lake - General Development).
2. The subject property is "Tract A" +/- .918 Acres (40,004 sq. ft.) – *if rezoned to R-1*, "Tract B" +/- 3.45 Acres (150,282 sq. ft.).

3. The request is to rezone the .918 acres "Tract A" from a 4-acre "Tract B" parcel #90-469-0120 from Commercial Neighborhood to Residential, Low Density (R-1).
4. An application for the Metes and Bounds subdivision, MB 03-26 - (6a), has been submitted for concurrent review & decision by the Planning Commission.
5. Proposed "Tract B" meets the minimal dimensional requirements of the Commercial Neighborhood District.
6. The proposed "Tract A" meets the minimal dimensional requirements of Residential Low Density (R-1); however, should this Rezone application not be approved, the proposed parcel "Tract A" would not be compliant with the minimal dimensional requirements of the Commercial Neighborhood District, the underlying zone of the parent (subject) parcel.
7. The subject property is located in the Shoreland Area (Gull Lake – General Development).
8. The subject property is adjacent to County Road 77 (public road).
9. The subject property is not served by municipal utilities and has existing subsurface sewage treatment systems (SSTS) & private well(s).
10. The subject property is adjacent to property zoned "Residential, Low Density (R-1)" to the north and south and "Wooded Residential" to the west.
11. Notice for this application was published in the local newspaper and distributed to property owners within the required radius of the subject property.
12. The Cass County Highway Department has been notified of the request, and a comment was received on 02/19/2026, which is included in the packet.
13. The DNR was notified of the request in January and February. A comment was received on the lot split (01/14/2026), and no comment was received from the February notification.
14. Rezoning of the property is compatible with the intent of the "Residential, Low Density (R-1)" for "Tract A" and "Commercial Neighborhood" for "Tract B": It is the intent of this district to provide for residential purposes and directly related complementary uses.
15. The proposed rezone is compatible with the land uses and zoning classifications of the surrounding properties, which are primarily utilized for residential purposes.

City Council Direction: The City Council should review this report & seek clarification as needed. The Planning Commission recommends approval. The City Council can approve the rezoning application by developing findings of fact, deny the rezoning application, or table the application to gather additional data.

Approved Conditions:

1. The approval of this rezoning application shall not be published or relied upon until the metes & bounds subdivision, MB 03-26 – (6a) has been recorded with the County Recorder.

CERTIFICATE OF SURVEY

Topographic and Property Boundary Survey

Susan Scherpelz
Section 32, Township 135 North, Range 29 West
Cass County, Minnesota

I HEREBY CERTIFY THAT THIS PLAN, SURVEY, OR REPORT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

Signature: *Jordan Chaffard* 02/04/2026
 Jordan Chaffard, MN License No. 57077 Date

PROJECT NO. SCHE2501

NO.	REVISIONS	INITIAL	DATE

Surveyor Notes

The property address for the subject property is:
 9215 Interlachen Road
 Lake Shore, MN 56168

The Parcel Number for the subject property is 90-169-0120.

The current zoning classification for the subject property is Commercial-Neighborhood.

This survey was completed without the benefit of a current title commitment or title opinion. Kramer Leas DeLeo, P.C. makes no guarantee that all easements, encumbrances, or appurtenant rights related to the premises property are depicted on this survey.

All structure setbacks should be verified with the City of Lake Shore prior to any construction.

The survey work was done under heavy snow/ice conditions and there may be improvements on this property that are not accurately represented.

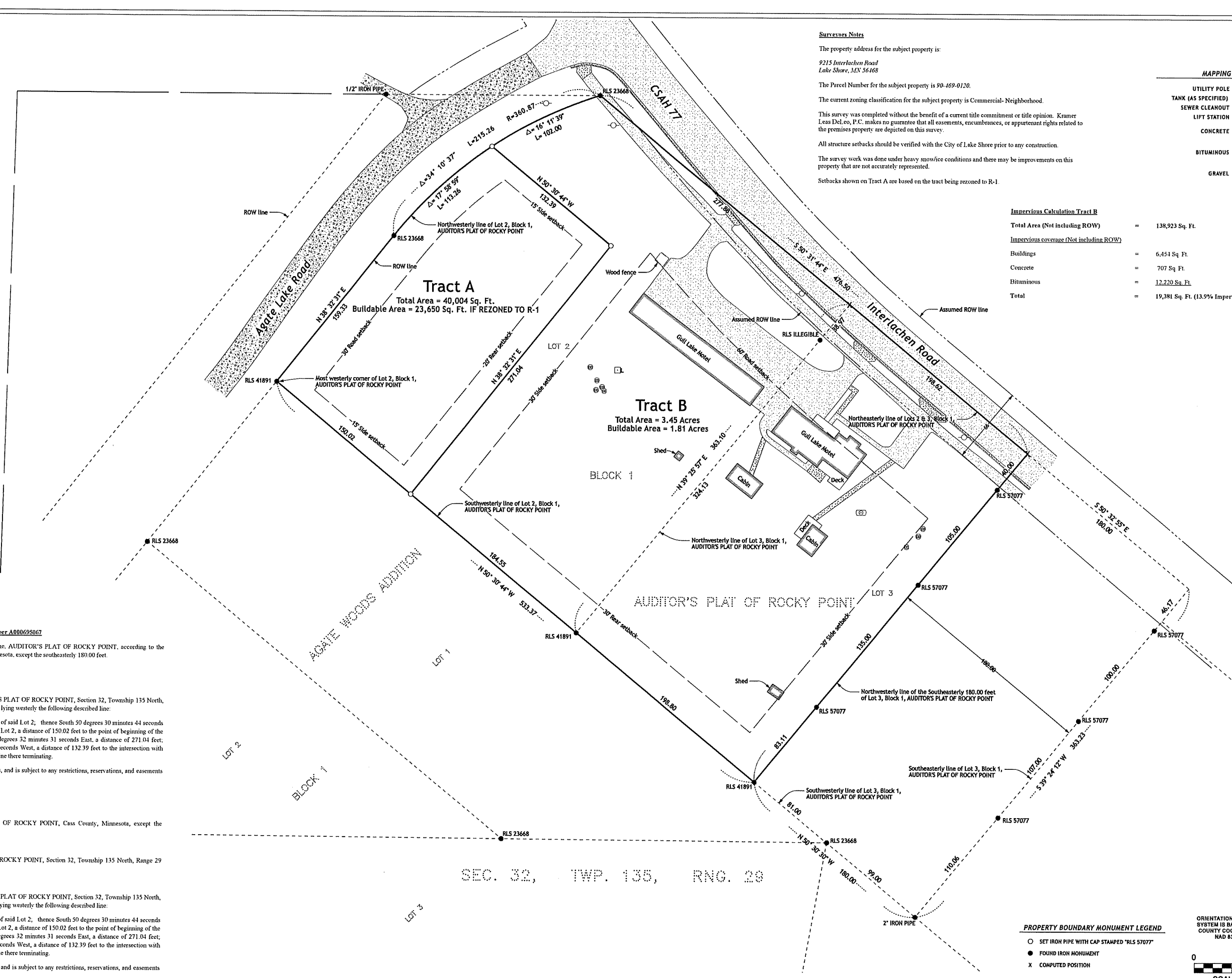
Setbacks shown on Tract A are based on the tract being rezoned to R-1.

MAPPING LEGEND

UTILITY POLE	
TANK (AS SPECIFIED)	
SEWER CLEANOUT	
LIFT STATION	
CONCRETE	
BITUMINOUS	
GRAVEL	

Impervious Calculation Tract B

Total Area (Not including ROW)	=	138,923 Sq. Ft.
Impervious coverage (Not including ROW)		
Buildings	=	6,454 Sq. Ft.
Concrete	=	707 Sq. Ft.
Bituminous	=	12,220 Sq. Ft.
Total	=	19,381 Sq. Ft. (13.9% Impervious Coverage)



Legal Description per Document Number A000695067

Lot 2, and that part of Lot 3, Block One, AUDITOR'S PLAT OF ROCKY POINT, according to the recorded plat thereof, Cass County, Minnesota, except the southeasterly 180.00 feet.

Proposed Legal Description Tract A

That part of Lot 2, Block 1, AUDITOR'S PLAT OF ROCKY POINT, Section 32, Township 135 North, Range 29 West, Cass County, Minnesota, lying westerly the following described line:

Commencing at the most westerly corner of said Lot 2; thence South 50 degrees 30 minutes 44 seconds East, along the southwesterly line of said Lot 2, a distance of 150.02 feet to the point of beginning of the line to be described; thence North 38 degrees 32 minutes 31 seconds East, a distance of 271.04 feet; thence North 50 degrees 30 minutes 44 seconds West, a distance of 132.39 feet to the intersection with the northwesterly line of said Lot 2, said line there terminating.

Said tract contains 0.9 acres, more or less, and is subject to any restrictions, reservations, and easements of record, if any.

Proposed Legal Description Tract B

Lot 3, Block One, AUDITOR'S PLAT OF ROCKY POINT, Cass County, Minnesota, except the southeasterly 180.00 feet thereof.

AND

Lot 2, Block 1, AUDITOR'S PLAT OF ROCKY POINT, Section 32, Township 135 North, Range 29 West, Cass County, Minnesota.

EXCEPT

That part of Lot 2, Block 1, AUDITOR'S PLAT OF ROCKY POINT, Section 32, Township 135 North, Range 29 West, Cass County, Minnesota, lying westerly the following described line:

Commencing at the most westerly corner of said Lot 2; thence South 50 degrees 30 minutes 44 seconds East, along the southwesterly line of said Lot 2, a distance of 150.02 feet to the point of beginning of the line to be described; thence North 38 degrees 32 minutes 31 seconds East, a distance of 271.04 feet; thence North 50 degrees 30 minutes 44 seconds West, a distance of 132.39 feet to the intersection with the northwesterly line of said Lot 2, said line there terminating.

Said tract contains 3.4 acres, more or less, and is subject to any restrictions, reservations, and easements of record, if any.

SEC. 32, TWP. 135, RNG. 29



Date 2/9/2026

LAKE SHORE CITY COUNCIL

PETITION FOR AMENDMENT OF ZONING ORDINANCE OR MAP

Initiator of Petition Susan Jean Properties, LLC Address 9221 Interlachen Rd. Lake Shore mn 56468

Authorized Agent Susan Scherpelz Address 9221 Interlachen Rd. Lake Shore mn 56468

Location of Property Lot 2, and that part of Lot 3, Block One, Auditor's Plat of Rocky Point, according to the recorded plat thereof (Legal Description)

Character of Amendment:

- 1. Change in Zoning Ordinance Text
- 2. Change in Zoning Map

Description of Proposed Change See attached description

Attach to this form a map showing property locations, shapes and dimensions of existing and proposed building, all streets and roads, North direction, and any other information pertinent to this petition.

Signature of Petitioner Susan Scherpelz Date 2/9/2026

Fee of \$ 500 paid in full. Date 2/9/2026 Clerk [Signature]

Official publication of Planning Commission Hearing 3/9/2026 (Date)

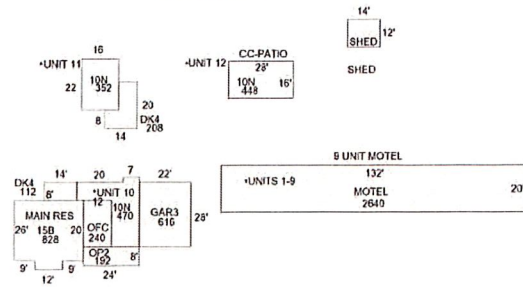
Amendment adopted rejected by the Planning Commission on _____ Chairman _____

Amendment adopted rejected by the City Council on _____ (Date)

Clerk _____

90-469-0120

GULL LAKE HOTEL



Fee Owner: 98672 FALCO:
SUSANJEAN PROPERTIES, LLC
Taxpayer: 98672 FALCO:FO
SUSANJEAN PROPERTIES, LLC
9221 INTERLACHEN RD
LAKE SHORE MN 56468-8737
Primary Address/911 #:
9215 INTERLACHEN RD
LAKE SHORE
Secondary Address/911 #:
9221 INTERLACHEN RD
LAKE SHORE MN

DISTRICTS:
Twp/City . . : 90 LAKE SHORE CITY
Plat . . . : 469 AUDITORS PLAT OF ROCKY POILOT 2, BLK 1 & LOT 3, BLK 1 EXC SELY 180 FT
School . . . : 181 BRAINERD SCHOOL

LEGAL DESCRIPTION:
Sec/Twp/Rge : 32 135.0 29 Acres: .00

SALES HISTORY: -----					TRANSFER HISTORY: -----			
Buyer/Seller	Date	Inst	Reject	Sale	Adjusted	Doc Date	Doc Nbr	To
								2019/12/10 A A00065634 SUSANJEAN PROPERTIES, LL

ASSESSMENT DETAILS: -----					Acres	CAMA	Estimated	Deferred	Taxable
2025 Rcd: 1	Class: 201 Residential 1 unit				Land	55,000	55,000		52,804
	Hstd: 1 Residential-Homestead				Building	254,570	254,600		244,437
	MP/Seq: 90-469-0120 000				Total MKT	309,570	309,600		297,241
	Own%100 Rel AG% Rel NA% Dsb%				10 acres	55,000	55,000		52,804
2025 Rcd: 2	Class: 233 Commercial Preferred				Land	20,000	20,000		20,000
	Hstd: 0 Commercial				Building	178,763	178,800		178,800
	MP/Seq: 90-469-0120 001				Total MKT	198,763	198,800		198,800
	Own% Rel AG% Rel NA% Dsb%								
2024 Rcd: 1	Class: 201 Residential 1 unit				Land	55,000	55,000		51,211
	Hstd: 1 Residential-Homestead				Building	217,004	217,000		202,049
	MP/Seq: 90-469-0120 000				Total MKT	272,004	272,000		253,260
	Own%100 Rel AG% Rel NA% Dsb%				10 acres	55,000	55,000		51,211
2024 Rcd: 2	Class: 233 Commercial Preferred				Land	20,000	20,000		20,000
	Hstd: 0 Commercial				Building	175,806	175,800		175,800
	MP/Seq: 90-469-0120 001				Total MKT	195,806	195,800		195,800
	Own% Rel AG% Rel NA% Dsb%								
2023 Rcd: 1	Class: 201 Residential 1 unit				Land	45,000	45,000		43,551
	Hstd: 1 Residential-Homestead				Building	250,901	250,900		242,820
	MP/Seq: 90-469-0120 000				Total MKT	295,901	295,900		286,371
	Own%100 Rel AG% Rel NA% Dsb%				10 acres	45,000	45,000		43,551
2023 Rcd: 2	Class: 233 Commercial Preferred				Land	20,000	20,000		20,000
	Hstd: 0 Commercial				Building	168,270	168,300		168,300
	MP/Seq: 90-469-0120 001				Total MKT	188,270	188,300		188,300
	Own% Rel AG% Rel NA% Dsb%								

ASSESSMENT SUMMARY: -----												
Year	Class	Hstd	Land Mkt	Land Dfr	Building	Total Mkt	Total Dfr	Limited Mkt	Limited Dfr	Exemptions	Taxable	New Imp
2025	201	+	1		75,000	0	433,400	508,400		496,041	496,041	0
2024	201	+	1		75,000	0	392,800	467,800		449,060	449,060	0
2023	201	+	1		65,000	0	419,200	484,200		474,671	474,671	0

LINKED PARCELS - BASE: 90-469-0120 000 -----
000*90-469-0120 001 90-469-0120 2 002 90-469-0121

Total acres: Total est: 578,700 Total taxable: 566,341

CAMA LAND DETAILS: ----- NOTES: -----

Land market: 90 LAKESHORE CITY Last calc date/env: 02/24/25 B
 Neighborhood: 90OFFWAT LAKESHORE CITY OFF WATER 1.00 Asmt year: 2025
 COG: 98672 1 Ac/FF/SF: .00 Lake:
 Wid: .00 Dth: .00 Avg CER:
 Land/Unit Type Units Qlt/Acc -Other- OV Base Rate Adj Rate Value Asmt Cd Acreage PTR Value Improvement CER Factors
 Size Comment Df Est/Dfr Est/Dfr Est/Dfr Typ New
 S2 UN 1.00 10000.00 10000.00 10000 1 201
 1.00 SV
 90469EA UN 1.00 45000.00 45000.00 45000 1 201
 1.00 OV
 SC UN 1.00 20000.00 20000.00 20000 2 233
 1.00 SV
 Front feet: .00 Other Acres: .00 Totals: 75,000
 FF/SF acres: .00 CAMA acres: .00
 Mineral:

CAMA SUMMARY: -----

Schedule: 2025 Quintile date: 09/26/2023 Insp/By/Cmp: 09/26/2023 CN R
 Neighborhood: 90OFFWAT LAKESHORE CITY OFF WATER
 Nbr Typ Subtype Description Wid Len Size Class Qlt H/G Est Value New Imp Class Code
 1 RES 1-3 MAIN RES 8 14 828 055 H 151,715 0 201
 2 C/I MISC OFFICE + + 8,544 0 233
 3 OTH LODGE MOTEL #1-9 9 135,000 0 233
 4 RES 1-3 UNIT #10 8 12 470 030 H 42,385 0 201
 5 RES 1-3 UNIT #11 16 22 352 030 H 27,503 0 201
 6 RES 1-3 UNIT #12 16 28 448 030 H 32,967 0 201
 7 RES GAR MOTEL STG 22 28 616 3 G 19,219 0 233
 8 C/I PARK LOT BITUMINOUS 1 15,000 0 233
 9 OTH SHED 2 MISC STG 1 6 1,000 0 233
 Estimated land value : 75,000
 Mineral value :
 Improvement value . . : 433,333
 Total value : 508,333

CAMA IMP DETAILS: 1 RES 1-3 MAIN RES DEPRECIATION PCT GOOD FACTORS: NOTES: -----

House/Garage: H Schedule: 2025 Physical: RES .75
 Construction class/Quality: 055 Functional incurable . . .
 Actual/Effective year built: 1980 Economic: 90OFFWAT 1.30
 Condition: Additional
 Total percent good98

Characteristics/Areas	Wid	Len	Units	Str	Fdt	Wal	OV	Rate	RCN	Sum	PD	Curable	%Cmp	%New	New Imp	RCNLD
_010 MEASURED	Y	YES														
_020 VIEWED	Y	INTERIOR														
_030 COLOR	NAT	NATURAL														
_030 COLOR	BRN	BROWN														
_040 CONSTRUCTN	1	FRAME														
_050 FOUNDATION	1	CONC BLOCK														
_060 EXT WALLS	CED	CEDAR														
_060 EXT WALLS	WD	WD LAP/DRP														
_060 EXT WALLS	VYN	VINYL LAP														
_070 ROOF TYPE	1	GABLE														
_080 ROOF MAT	1	ASPHLT SHG														
_090 WINDOWS	4	DEL HUNG														
_090 WINDOWS	1	CASE C/O														
_100 FURN TYPE	1	FORCED AIR														
_110 FUEL TYPE	4	NAT'RL GAS														
_120 ELEC SERV	7	UNKNOWN														
_130 WELL	Y	YES														
_140 SEPTIC	Y	YES														
_150 INT WALL	1	DRYWALL														
_160 INT FLOOR	1	CPT/VINYL														
_170 # BATHS	1	=1														
_180 # BEDROOMS	3	=3														
_300 STYLE	RAM	RAMBLER														
BAS BASE AREA	055	D5.5			828	15		185.90		153,925	1		1.00			150,077
DK DECKING	3	W/RAIL	8	14	112			15.00		1,680	1		1.00			1,638

Effective BAS rate: 181.25 Totals: 155,605 151,715
 Ground floor area: 828
 Gross floor area: 1,656

---- Characteristics/Areas ---		Wid	Len	Units	Str	Fdt	Wal	OV	Rate	RCN	Sum	ED	Curable	%Cmp	%New	New Imp	RCNLD
<u>BAS</u>	PARK LOT																
	USER			1				V		15,000	2			1.00			15,000

Effective BAS rate: 9,999.99 Totals: 15,000 15,000
 Ground floor area: 1
 Gross floor area: 1

CAMA IMP DETAILS: 9 OTH SHED 2 MISC STG DEPRECIATION PCT GOOD FACTORS: NOTES: -----
 House/Garage: Schedule: 2025 Physical: 1.00
 Construction class/Quality: 6 Functional incurable . . .
 Actual/Effective year built: Economic: 90OFFWAT O 1.00
 Condition: Additional
 Total percent good 1.00

---- Characteristics/Areas ---		Wid	Len	Units	Str	Fdt	Wal	OV	Rate	RCN	Sum	ED	Curable	%Cmp	%New	New Imp	RCNLD
<u>BAS</u>	SHED	6	SVRL/BTR						1,000.00	1,000	2			1.00			1,000

Effective BAS rate: 1,000.00 Totals: 1,000 1,000
 Ground floor area: 1
 Gross floor area: 1

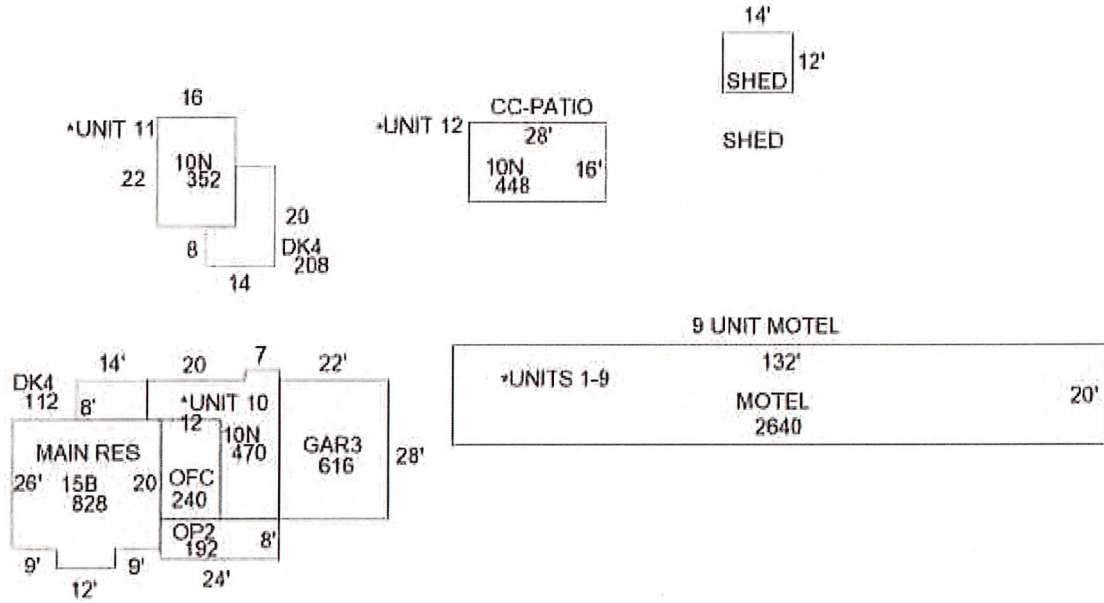
Field check value: Appraiser's initials: Date of inspection:





90-469-0120

GULL LAKE MOTEL



Scanned by Aves/Sand

SusanJean Properties – The proposed parcel would appear to be accessing Agate Lake Rd and is far enough back from CSAH 77 to not be a concern for us.

Thank you,

Darrick Anderson, PE
County Engineer



Cass County Highway Department

Email: darrick.anderson@casscountymn.gov

Office: 218-547-5201

DISCLAIMER: Information in this message or an attachment may be government data and thereby subject to the Minnesota Government Data Practices Act, may be subject to attorney-client or work product privilege, may be confidential, privileged, proprietary, or otherwise protected. The unauthorized review, copying, retransmission, or other use or disclosure of the information is strictly prohibited. If you are not the intended recipient of this message, please immediately notify the sender of the transmission error and then promptly delete this message from your computer system.

From: Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>
Sent: Wednesday, February 18, 2026 3:44 PM
To: Darrick Anderson <darrick.anderson@casscountymn.gov>
Cc: Laura Fussy <lfussy@cityoflakeshore.gov>
Subject: PUBLIC HEARING - CITY OF LAKE SHORE - 03.09.2026

Good afternoon Darrick,

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

VARIANCE: Kathleen S. & Michael J. Ruhland requests a variance to construct a 2nd story addition to an existing legal non-conforming dwelling with an attached front entry, which does not meet the road right-of-way setback requirements per city ordinance. The property is legally described as Lot 6,7,8, & 9, Block 2, of Tingdale Bros' Sherwood Forest on Gull Lake, and the site address is 8071 County 78. The property is zoned Commercial Waterfront District, PID 90-437-0240.

REZONE: SusanJean Properties, LLC requests to rezone .918 acres "Tract A" from a 4-acre "Tract B" parcel #90-469-0120 located at 9215 Interlachen Road from "Commercial Neighborhood" to "Residential, Low Density (R-1)". The property is legally described as Lot 2 Block 1, Lot 3 Block 1, except SELY 180 ft., of Auditors Plat of Rocky Point, and the site address is 9215 Interlachen Road. The property is zoned Commercial – Neighborhood District, PID 90-469-0120.

Please provide the City of Lake Shore with any comments or concerns on these applications.

Thank you,



Outlook

RE: PUBLIC HEARING - CITY OF LAKE SHORE - 03.09.2026 - SusanJean Properties LLC

From Alex Bitter <Alex.Bitter@widseth.com>
Date Wed 2/25/2026 9:22 AM
To Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>
Cc Laura Fussy <lfussy@cityoflakeshore.gov>

EXTERNAL

Nicole,

I will have to review with Dave, who is out this week, on a rezoning as I have not encountered this yet.

Thank you,

Alex Bitter, PE

Civil Engineer, VP
[218-316-3627](tel:218-316-3627)
7804 Industrial Park Road
Baxter, MN 56425

WIDSETH

Widseth.com

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

50 Best Places to Work (*Prairie Business Magazine, 2025*)

From: Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>
Sent: Wednesday, February 18, 2026 3:45 PM
To: Alex Bitter <Alex.Bitter@widseth.com>
Cc: Laura Fussy <lfussy@cityoflakeshore.gov>
Subject: PUBLIC HEARING - CITY OF LAKE SHORE - 03.09.2026 - SusanJean Properties LLC

Good afternoon Alex,

The following rezone application will be heard by the Planning Commission at their regular scheduled meeting on Monday, March 9th at 9:00 am, City Hall.

REZONE: SusanJean Properties, LLC requests to rezone .918 acres "Tract A" from a 4-acre "Tract B" parcel #90-469-0120 located at 9215 Interlachen Road from "Commercial Neighborhood" to "Residential, Low Density (R-1)". The property is legally described as Lot 2 Block 1, Lot 3 Block 1, except SELY 180 ft., of Auditors Plat of Rocky Point, and the site address is 9215 Interlachen Road. The property is zoned Commercial – Neighborhood District, PID 90-469-0120.

Please provide the City of Lake Shore with any comments or concerns.



Outlook

RE: Potential Lot Split - City of Lake Shore

From Hemphill, Rodger (DNR) <rodger.hemphill@state.mn.us>
Date Wed 1/14/2026 10:53 AM
To Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>

EXTERNAL

Hi Nicole,

As long as the spit is not creating nonconforming lots I don't have any issue.

Thanks,
Rodger

Rodger Hemphill

Area Hydrologist | Ecological & Water Resources

Minnesota Department of Natural Resources

14583 County Highway 19

Detroit Lakes, MN 56501

Phone: 218-849-8464

Email: Rodger.Hemphill@state.mn.us
mndnr.gov



From: Nicole Hausmann <Nicole.Hausmann@sourcewell-mn.gov>
Sent: Tuesday, January 13, 2026 1:12 PM
To: Hemphill, Rodger (DNR) <rodger.hemphill@state.mn.us>
Cc: Groshens, Tom P (DNR) <tom.groshens@state.mn.us>
Subject: Potential Lot Split - City of Lake Shore

This message may be from an external email source.

Do not select links or open attachments unless verified. Report all suspicious emails to Minnesota IT Services Security Operations Center.

Good afternoon,

The City of Lake Shore has requested DNR feedback on a proposed lot split on PID #90-469-0120. I have attached a preliminary sketch of the property. The lot is a non-riparian commercial property, but it is located within 1,000 feet of Gull Lake.

On Tract B, there is a legal non-conforming motel with 13 total habitable units. Tract A would be for a single-family dwelling unit. No changes are being proposed for Tract B, and no additional units would be allowed. The lot split meets the city's requirements for commercial use; however, they would like to know if the DNR has any concerns if this application were to come before the Planning Commission for approval. If you have any questions, please don't hesitate to let me know.

Any feedback you could provide would be appreciated.

Thank you,

Nicole Hausmann | Community Development Administrator

Office: 218-541-5538

Website: mn.sourcewell.org



BENSON, LLOYD K, JR & VICKI L
PO BOX 471
WAYZATA MN 55391-0471

MILLER, BRADLEY T & NEIBAUR, SHELLEY
15341 75TH ST NE
OTSEGO MN 55330-8600

WILSON, MICHELLE A & ALEXANDER H
TRUSTEES
9624 XYLON AVE S
BLOOMINGTON MN 55438-1641

BLATTNER, HENRY B & ANGELENA J-TTEE
29642 COUNTY ROAD 9
AVON MN 56310-9641

MORIARTY, PATRICK R
9275 INTERLACHEN RD
LAKE SHORE MN 56468-8737

CRANDALL, RICHARD & NANCY
4445 OAKVIEW LN N
PLYMOUTH MN 55442-2778

NEWBY, PATTY M ANDERSON-TRUSTEE &
ANDERSON, CHRISTY & THOMAS, TAMMY
16904 HARBOR CT
LAKEVILLE MN 55044-9369

EIGEN, DANIEL & SHELLEY
9287 ANDERSON RD
LAKE SHORE MN 56468-8787

PAHL, DANIEL R
6529 COUNTRYSIDE DR
EDEN PRAIRIE MN 55346-2209

EISCHENS, CYNTHIA A & MARK J,
AS TRUSTEES
1058 SUGARBUSH LN
WACONIA MN 55387-1254

PEDERSON, MICHAEL J
9172 PEBBLE BEACH RD
LAKE SHORE MN 56468-8748

HAHN, ADAM & HAUGE, TOM
9321 ANDERSON RD
LAKE SHORE MN 56468

PINES AND SHORE, LLC
29642 COUNTY ROAD 9
AVON MN 56310-9641

HAYS, KEVIN R
1077 LAWNVIEW AVE
SHOREVIEW MN 55126-8406

REYNOLDS, JUDY
PO BOX 268
LAKE SHORE MN 56468-0268

HERBERT, JOHN M & JOLEEN M, TRSTEES
9256 AGATE LAKE RD SW
LAKE SHORE MN 56468-8703

SPOHN, DALE & SPOHN, JODI
4931 112TH ST SW
PILLAGER MN 56473-2446

KENNETH P DARULA QUAL PERS RES TRST
& LINDA M DARULA QUAL PERS RES TRUST
4338 FAIRWAY DR
MEDINA MN 55340-4101

SUSANJEAN PROPERTIES, LLC
9221 INTERLACHEN RD
LAKE SHORE MN 56468-8737

KOCH, STEVEN T & KOCH, ROXANNE M
2928 FAIRWAY DR
CHASKA MN 55318-3416

SWANSON, DARCY
1711 E DIVOT DR
TEMPE AZ 85283-5131

**ORDINANCE NO. 2026-03,
AN ORDINANCE AMENDING THE CITY ZONING ORDINANCE
BY REZONING CERTAIN PROPERTY
FOR THE CITY OF LAKE SHORE
COUNTY OF CASS, STATE OF MINNESOTA**

The City Council of the City of Lake Shore Ordains:

Section 1. The City of Lake Shore zoning ordinance is hereby amended by rezoning property located at 9215 Interlachen Road, Lake Shore, MN, identified as parcel 90-469-0120 (.918 acres) from Commercial – Neighborhood to Residential – Low Density (R-1).

Section 2. The zoning map of the City of Lake Shore shall not be republished to show the aforesaid zoning, but the Clerk shall appropriately mark the zoning map on file in the Clerk's office; notations, references, and other information shown thereon are hereby incorporated by reference and made a part of this ordinance.

Section 3. This Ordinance amendment shall be in full force and effect from and after passage and publication according to state law.

Passed by the City of Lake Shore Council this _____ day of _____, 2026, by a ___/5ths vote.

Andy Stewart, Mayor

Attest: _____
Kathy Johansen, Deputy Clerk

**ORDINANCE AMENDMENT SUMMARY
CITY OF LAKE SHORE**

On March 23, 2025, the City of Lake Shore adopted the following ordinances:

Ordinance Number RZ 2026-03 amending the City of Lake Shore Chapter IV Land Use and Subdivision Ordinance, the city's zoning map, by rezoning .918 acres of parcel 90-469-0120 (located at 9215 Interlachen Road, Lake Shore, MN) from Commercial – Neighborhood to Residential – Low Density.

This notice is a summary of the ordinance amendments that were adopted by the City. A full copy of the amendment and the City Code is available at City Hall. This amendment goes into effect upon publication.

City of Lake Shore
Kathy Johansen, Deputy Clerk

DRAFT

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

Commission Members in attendance: Chair PJ Smith, Sean Weldon, Dave Riegert, TJ Graber, and Alternate Kevin Egan. Council Liaison Darcy Peterson; City Engineer Alex Bitter; Sourcewell Nicole Hausmann; Clerk/Administrator Laura Fussy; and Deputy Clerk Kathy Johansen. Member Alex Kuhn was absent. A quorum was present, and the Commission was competent to conduct business. There were five people in the audience, including Kathy Lundberg, Chuck Batko, Barb Pries, Rick Steer, and Seth Landon.

Chair PJ Smith called the meeting to order at 9:00 a.m.

Approval of the January 12, 2026, Regular Meeting Minutes – MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO APPROVE THE MINUTES FOR THE JANUARY 12, 2026, BOARD OF ADJUSTMENT/PLANNING COMMISSION AS PRESENTED. MOTION PASSED.

PUBLIC HEARING –

MOTION BY TJ GRABER AND SECONDED BY SEAN WELDON TO OPEN THE PUBLIC HEARING AT 9:01 AM. MOTION PASSED.

Variance Application from the Tabled January 12, 2026, meeting (Michael Smith) (#5a) – To construct a new dwelling with an attached garage, porch, and a deck not meeting the side yard setback. PID 90-437-1650.

The applicant is requesting the following variances:

1. To construct a new dwelling with an attached garage, a porch totaling 1,977 square feet, and a 156 square foot deck
 - a. Located 13 feet from the side yard setback on the northwest side
 - b. Located 12.4 feet from the side yard setback on the northeast side
 - c. Located 12.4 feet from the side yard setback on the south side of the property
 - i. where 15 feet is required (Section 17.2) per Certificate of Survey received 01/21/2026 and updated site design drawings provided on 01/21/2026.
 - ii. This request is for a slab-on-grade dwelling (no basement)

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

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

1. The subject property is located at 8561 Nottingham Rd and is zoned Residential, Medium Density R-2 (Shoreland); (Margaret Lake - General Development).
2. The subject property is +/- .50 Acres (23,552 sq. ft.)
3. The subject property contains a legal existing non-conforming structure that will be removed.
4. The proposed new dwelling with attached garage, porch totaling 1,977 square feet, and a 156 square foot deck is 13 feet from the side yard setback on the northwest side and 12.4 feet from the northeast side, and 12.4 feet from the south side of the property, where 15 feet is required.
5. The proposed new dwelling with attached garage, porch totaling 1,977 square feet, and a 156 square foot deck will meet the lake setback and road right-of-way setback, per the Certificate of Survey received 01/21/2026.
6. This new request is for a slab-on-grade dwelling (no basement).
7. The applicant has provided a new septic design and will be installing a new septic system. The current septic system is failing.

8. The total impervious surface for the lot, including the proposed new dwelling with an attached garage, porch and deck provided on the Certificate of Survey received 01/21/2026, is 24.1% where 25% is the maximum impervious surface total for the parcel in the Residential, Medium Density R-2 (Shoreland) zone for a riparian GD lake (stormwater management plan required per section 17.3.3).
9. 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.
10. A stormwater management plan has been submitted to the city with the variance application and reviewed by the City Engineer. A comment was received from the City Engineer on 12/29/2025, requesting updates to the stormwater management plan.
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. Notice of this variance application was published in the local newspaper & distributed to property owners within the required distance to the property (500 ft.). No comments have been received as of the drafting of this staff report.

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

13. Will granting the variance put the property to use in a reasonable manner not permitted by the zoning ordinance?
 - a. Yes, the applicant is proposing to continue the use of the property as a residential home with an attached garage. The proposal does not come closer to the lake than the existing dwelling. This is also an existing lot of record established prior to zoning regulations. The minimum dwelling width is 24 feet per Section 17.2, the side yard setback is 15 feet, and the lot width is 54.8 feet per the Certificate of Survey; a variance would be required for any new dwelling on this lot.
14. Does the property have unique circumstances that were not created by the landowner?
 - a. Yes, the property is a non-conforming legal lot of record that is very narrow. The proposals will meet the lake and road right-of-way setbacks as shown in the Certificate of Survey received 01/21/2026. The minimum dwelling width is 24 feet per Section 17.2, the side yard setback is 15 feet, and the lot width is 54.8 feet per the Certificate of Survey; a variance would be required for any new dwelling on this lot.
15. If the variance is granted, will the essential character of the locality remain consistent?
 - a. Yes, constructing the new dwelling will not alter the essential character of the neighborhood. The proposed improvements are consistent with other houses in the vicinity of the subject property.
16. Will the variance, if granted, be consistent with the comprehensive plan and be in harmony with the purpose and intent of the City of Lake Shore ordinances?
 - a. Yes, the request, with conditions, is consistent with the purpose and intent of the zoning ordinance and the following goal in the comprehensive plan, "Support growth patterns that reinforce our lake-oriented and rural development brand." (pg. 5) and "Protect the quality of the lakes and environmental resources within and around the City." (pg. 4)
17. Has the variance request been made based on reasons other than economic considerations alone?
 - a. Yes, the request has been made on factors other than economic considerations. Implementing a stormwater management plan will help protect the water quality of Lake Margaret.

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

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

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

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

Seth Landon shared that the size was narrowed to accommodate the setbacks. Seth mentioned that the stormwater management plan will be submitted to the engineer.

Alex Bitter shared that the stormwater hadn't been updated and that it still needs to be done.

Kathy Lundberg shared concern about the increasing risk of fires when homes are closer to the setback.

Todd Pries shared that he believes there should be a 14-foot compromise.

PJ Smith summarized that the lot is a 50-foot lot with 15-foot setbacks, so the home can only be 20-feet wide so the Commission will either allow the setback shortfall or deny the variance by adhering to the strictest enforcement of the ordinance and request the home be modified to be built within the setback requirements, requiring the home to only be 24 feet.

Kevin Egan referenced the property owner being aware that the lot was only 50 feet.

Sean Weldon stated that the Planning Commission is responsible for reviewing variances to make them work with the lot sizes people have. Sean shared that a one or two-foot difference wouldn't make much of an impact on the setback requirement in this case.

Dave Riegert referenced the removal of 3 feet from the design and feels a compromise has been reached, and the yes questions on the potential findings align with the request.

TJ Graber stated his appreciation for the compromise and feels a 24-foot-wide house is not ideal.

MOTION BY PJ SMITH AND SECONDED BY SEAN WELDON TO APPROVE THE REVISED VARIANCE APPLICATION 01-26 FOR MICHAEL SMITH BASED ON THE YES FINDINGS AND SUBJECT TO CONDITIONS IDENTIFIED WITHIN THE PACKET.

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

MOTION PASSED.

Ordinance Amendment 26-01 –

Ordinance Amendment 26-02 –

Nicole Hausmann reported the following items will become part of the record: Notice of publication, draft resolution and attachments, staff report, and comments received. DNR and the city engineer were notified on January 30th. No comment has been received as of drafting, but the city engineer has since provided a comment stating they have had no concerns.

Nicole Hausmann stated the purpose of Ordinance Amendment 26-01 is to amend the City of Lake Shore Land Use and Subdivision Ordinance to modify Section 4 “Definitions” and modify Section 21 “Land Use Matrix”. Nicole then stated the purpose of Ordinance Amendment 26-02 is to amend the City of Lake Shore Land Use and Subdivision Ordinance to modify “Performance Standards” within Chapter IV of the Land Use and Zoning Ordinance.

Nicole Hausmann highlighted the proposed definitions to be added to Section 4.

Alex Bitter shared the best course of action for defining street and road. Alex feels there is no need to add “road” as it is already included in the street definition.

Sean Weldon inquired into the recreation vehicle definition.

Further discussion continued in clarifying the definition of recreational vehicles.

Alex Bitter shared additional comments recommending the “road” language. Additional discussion held. The City Engineer's recommended language will be added to the definitions discussed for road vs. street.

MOTION BY DAVE RIEGERT AND SECONDED BY KEVIN EGAN TO RECOMMEND APPROVAL OF ORDINANCE AMENDMENT 26-01 BASED ON THE COMMENTS FROM THE CITY ENGINEER TO CITY COUNCIL. MOTION PASSED.

MOTION BY KEVIN EGAN AND SECONDED BY TJ GRABER TO RECOMMEND APPROVAL OF ORDINANCE AMENDMENT 26-02 TO CITY COUNCIL. MOTION PASSED.

MOTION BY KEVIN EGAN AND SECONDED BY SEAN WELDON TO CLOSE THE PUBLIC HEARING AT 9:39 AM. MOTION PASSED.

NEW BUSINESS – Jeffery Hall -Extend deadline for permit – PID 90-350-0150

Background Information:

- Permit approved on September 3, 2024
- New dwelling (slab-on-grade) 1737 sq. ft. with 844 sq. ft. attached garage, 163 sq. ft. entry, 206 sq. ft. patio, 326 sq. ft. patio, and new septic system
- All setback requirements will be met
- On August 6, 2025, the City extended the permit for six months
- Permit is set to expire on March 3, 2026, unless the Planning Commission extends the permit another six months

Planning Commission Direction: The Planning Commission should discuss and provide input on the staff report and accompanying documents. The Planning Commission can approve an extension of the permit for another six months (new deadline 09/03/2026) or deny the request. If the decision is denied, the applicant will need to apply for a new permit and pay the applicable fee.

Nicole Hausmann presented the permit deadline extension.

Discussion continued among Commission Members as they reviewed the permit applicant's reasons for an extension.

MOTION BY TJ GRABER AND SECONDED BY KEVIN EGAN TO APPROVE A DEADLINE EXTENSION FOR PERMIT 3891-JEFFERY HALL. MOTION PASSED.

OLD BUSINESS – There was no old business.

REPORTS

City Engineer – Alex Bitter shared that the Fritz Loven Bridge did receive comments from the state, and Widseth has those addressed. Once the plans are approved, they will be able to give an update to the Council.

Alex Bitter mentioned the trail is up for bid right now. The County continued to provide comments that have been addressed.

Alex shared that the 2026 Street Plans will be brought to the next Road/Wastewater meeting, and bids will be opened in March.

Chair – PJ Smith had nothing to report.

Council Liaison – Darcy Peterson had nothing to report.

Planning & Zoning – Nicole Hausmann referenced the new format of the monthly permit report.

Nicole shared a free training opportunity on March 26, 2026, from 10 am-3 pm at Sourcewell in Staples.

PUBLIC FORUM – Rick Steer inquired about the action being taken regarding short-term rentals.

MOTION BY KEVIN EGAN AND SECONDED BY DAVE RIEGERT TO ADJOURN THE BOARD OF ADJUSTMENT/PLANNING COMMISSION MEETING OF FEBRUARY 9, 2026, AT 9:52 AM. MOTION PASSED.

Transcribed by Kathy Johansen
Lake Shore Deputy Clerk

2026 Land Use Permits

PERMIT NUMBER	DATE RECD	DATE APPROVED	PROPERTY ADDRESS	LAST	FIRST	ZONE	PIN	DESCRIPTION	FEE	Check#	Condition(s)
4008	2/5/2026	2/12/2026	Lot 9 Block 1, Spider Lake Preserve	Wilmes	Paul & DeAnn	O	90-385-0190	Construct a 2,479 square foot new dwelling and a 23.9x14 deck. Hook up to city sanitary sewer system.	\$8,750	8030	
4009	2/10/2026	2/12/2026	9172 Pebble Beach Road, Lake Shore, MN	Pederson	Mike	R-2	90-457-0120	Shoreland permit for riprap	\$75	6881	See written letter attached to permit card
4010	2/17/2026	2/18/2026	7993 County 78, Lake Shore, MN	Fischer	Ron	WR	90-017-3103	12x40 lean-to addition on north side of existing garage (cold storage only)	\$200	5069	Must meet Section 13 of city ordinance

WIDSETH

March 19, 2026

Brainerd/Baxter
7804 Industrial Park Road
Baxter MN 56425

Ms. Kathy Johnson, Deputy Clerk
City of Lake Shore
8583 Interlachen Road
Lake Shore, MN 56468

218.829.5117
Baxter@Widseth.com
Widseth.com

RE: 2026 Street Improvements
Letter of Recommendation for Bid Award
WSN No. 2025-12031

Dear Ms. Johnson:

Pursuant to authority of the Lake Shore City Council and after proper legal advertisement, bids for the above-referenced project were obtained at 10:00 A.M. on March 19, 2026, via a Teams on-line meeting.

Representatives of the following bidding entities were present during the on-line meeting:

1. Anderson Brothers Construction Company of Brainerd, LLC
2. Ideal Construction, Steven S. Kobliska & Sons, LLC
3. Knife River Corporation-North Central

The following bid proposals were received:

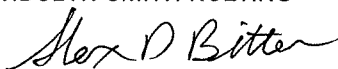
<u>Bidder</u>	<u>Bid Amount</u>
Anderson Brothers Construction Company of Brainerd, LLC	\$308,349.05
Ideal Construction, Steven S. Kobliska & Sons, LLC of Staples, Minnesota	\$312,129.51
Knife River Corporation-North Central of Sauk Rapids, Minnesota	\$338,792.60

The Engineering Estimate of the construction cost was \$325,446.00. Details of all bids are shown on the attached Bid Tabulation Abstract. The bids were conforming to the plans, specifications and advertisement.

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

Sincerely,

WIDSETH SMITH NOLTING



Alex Bitter, P.E.
City Engineer

Enclosure

WIDSETH SMITH NOLTING
7804 Industrial Park Road, Baxter, MN 56425

PHONE 218-829-5117

TABULATION OF BIDS
NAME: 2026 Lake Shore Street Improvements

CLIENT: City of Lake Shore
PROJECT NO: 2025-12031

DATE: March 19, 2026
TIME: 10:00 A.M.

ITEM NO	ITEM DESCRIPTION	CONTRACT QUANTITY	UNIT	ENGINEER'S ESTIMATE			Anderson Brothers Construction Co of Brainerd, LLC 11325 St. Hwy. 210, Brainerd, MN 56401			Ideal Construction Steven S. Kobliska & Sons 26932 490th St., Staples, MN 56479			Knife River Corporation 4787 Shadow Wood Drive NE Sauk Rapids, MN 56379		
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	MOBILIZATION	1	LUMP SUM	\$15,000.00	\$15,000.00	13000.00	\$13,000.00	26545.00	\$26,545.00	13600.00	\$13,600.00				
2	REMOVE MAILBOX SUPPORT	44.00	EACH	\$100.00	\$4,400.00	21.00	\$924.00	20.60	\$906.40	20.00	\$800.00				
3	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	1486.00	LIN FT	\$4.00	\$5,944.00	1.65	\$2,451.90	2.00	\$2,972.00	4.00	\$5,944.00				
4	REMOVE BITUMINOUS PAVEMENT	1406	SQ YD	\$5.00	\$7,030.00	3.50	\$4,921.00	3.00	\$4,218.00	5.50	\$7,735.00				
5	SALVAGE SIGN TYPE SPECIAL	42	EACH	\$100.00	\$4,200.00	42.00	\$4,200.00	41.20	\$4,120.00	40.00	\$4,000.00				
6	COMMON EXCAVATION	400	CU YD	\$12.00	\$4,800.00	20.00	\$8,000.00	20.00	\$8,000.00	16.00	\$6,400.00				
7	GEOGRID, TYPE 1	61	SQ YD	\$50.00	\$3,050.00	5.50	\$335.50	4.00	\$244.00	15.00	\$915.00				
8	AGGREGATE SURFACING (CV) CLASS 1	15	CU YD	\$50.00	\$750.00	60.00	\$900.00	40.00	\$600.00	70.00	\$1,050.00				
9	COMMON LABORERS	8	HOURS	\$100.00	\$800.00	60.00	\$480.00	75.00	\$600.00	70.00	\$560.00				
10	SKID LOADER	8	HOURS	\$145.00	\$1,160.00	125.00	\$1,000.00	150.00	\$1,200.00	140.00	\$1,120.00				
11	STREET SWEEPER (WITH PICKUP BROOM)	8	HOURS	\$200.00	\$1,600.00	125.00	\$1,000.00	175.00	\$1,400.00	275.00	\$2,200.00				
12	AGGREGATE BASE CLASS 5	200	CU YD	\$35.00	\$7,000.00	40.00	\$8,000.00	26.00	\$5,200.00	51.00	\$10,200.00				
13	FULL DEPTH RECLAMATION	8794	SQ YD	\$1.50	\$13,191.00	1.90	\$16,708.60	1.10	\$9,873.40	2.90	\$29,502.60				
14	BITUMINOUS DRIVEWAY REPLACEMENT (RESIDENTIAL)	806	SQ YD	\$40.00	\$32,240.00	35.00	\$28,210.00	35.00	\$28,210.00	45.00	\$36,270.00				
15	TYPE SP 9.5 WEARING COURSE MIXTURE (2:1)	2038	TON	\$85.00	\$173,230.00	83.00	\$169,154.00	87.51	\$178,345.38	86.00	\$175,268.00				
16	RANDOM RIPRAP CLASS II	12	CU YD	\$100.00	\$1,200.00	55.00	\$660.00	75.00	\$900.00	145.00	\$1,740.00				
17	BITUMINOUS CURB/GUTTER	921	LIN FT	\$15.00	\$13,815.00	7.25	\$6,677.25	5.00	\$4,605.00	8.00	\$7,368.00				
18	MAILBOX SUPPORT	44	EACH	\$105.00	\$4,620.00	121.00	\$5,324.00	118.45	\$5,211.80	115.00	\$5,060.00				
19	TRAFFIC CONTROL	1	LUMP SUM	\$1,000.00	\$1,000.00	1325.00	\$1,325.00	500.00	\$500.00	2500.00	\$2,500.00				
20	SEDIMENT CONTROL LOG	2438	LIN FT	\$4.50	\$10,971.00	3.15	\$7,679.70	3.35	\$8,167.30	3.25	\$7,923.50				
21	SILT FENCE	3470	LIN FT	\$2.50	\$8,675.00	3.15	\$10,950.50	2.22	\$7,703.40	2.15	\$7,460.50				
22	SCREENED TOPSOIL BORROW (CV)	153	CU YD	\$38.00	\$5,814.00	82.50	\$12,622.50	45.00	\$6,885.00	61.00	\$9,393.00				
23	FERTILIZER TYPE 1	147	POUND	\$1.00	\$147.00	1.00	\$147.00	5.15	\$757.05	5.00	\$735.00				
24	SEEDING	0	ACRE	\$420.00	\$0.00	1600.00	\$672.00	6865.00	\$2,883.30	6700.00	\$2,814.00				
25	SEED MIXTURE RESIDENTIAL TURFGRASS	84	POUND	\$3.50	\$294.00	3.60	\$302.40	15.45	\$1,297.80	15.00	\$1,260.00				
26	HYDRAULIC REINFORCED FIBER MATRIX	1638	POUND	\$2.50	\$4,095.00	3.15	\$5,159.70	2.06	\$3,374.28	2.00	\$3,276.00				
					\$0.00		\$0.00		\$0.00		\$0.00				

TOTAL **\$325,446.00** **\$308,349.05** **\$312,129.51** **\$338,792.60**

I hereby certify that this tabulation is a true and correct copy of the bids for the 2026 Lake Shore Street Improvements Project.

Alex D Bitter
NAME: Alex Bitter
REG. NO. 57744
DATE 19-Mar-26

March 16, 2026

Proposal 10008807_001

City of Lake Shore

Kathy Johansen
8583 Interlachen Road
Lake Shore, MN 56468

Re: Proposal for Construction Materials Testing Services
2026 Lake Shore Street Improvements
Lake Shore, Minnesota

Dear Ms. Johansen:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the 2026 Lake Shore Street Improvements project in Lake Shore, Minnesota.

Our Understanding of Project

This project consists of pavement improvements for Whitney Court, Hidden Lake Road, and Birchwood Hills Road. Construction on Whitney Court and Hidden Lake Road will consist of a 1 1/2-inch bituminous wear course overlay of the existing pavement. Construction of Birchwood Hills Road will consist of reclaiming the existing pavement, compacting the reclaim material as aggregate base and providing a new 3-inch bituminous pavement surface.

Available Project Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by Widseth dated February 20, 2026 and February 26, 2026, respectively.
- Discussions with Mr. Alex Bitter, PE with Widseth regarding our scope of services.

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



Scope of Services

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

Soil Related Services

- Perform Dynamic Cone Penetrometer (DCP) tests on aggregate base material.
- Perform gradation tests on aggregate base materials.

Bituminous Related Services

- Collect samples of the bituminous mixture. Perform the following laboratory tests: Rice specific gravity, asphalt content, extracted aggregate gradation, and gyratory density.

Basis of Scope of Work

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

- Two trips to perform Dynamic Cone Penetration (DCP) on the aggregate base.
- One trip to collect aggregate base material.
- Two trips to sample the bituminous mixture.
- Your full-time on-site construction observer will observe the test rolling for this project if required.
- The project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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



Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$6,045**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be significantly reduced or slightly higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents.

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

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



General Remarks

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

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

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

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

Sincerely,

Braun Intertec Corporation

Keith J. Kluempke

Project Manager

Thomas L. Henkemeyer

Senior Project Manager

Steven A. Thayer, PE

Senior Manager, Senior Engineer

Attachments:

Fee Estimate

General Conditions (11/04/2024)

c: Alex Bitter, PE-Widseth

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

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date



Fee Estimate
10008807_001
2026 Lake Shore Street Improvements

Client: City of Lake Shore Kathy Johansen 8583 Interlachen Rd Lake Shore, Minnesota 56468-8700 218-963-2148 x2	Work Site Address: Hidden Lake Road Whitney Court Birchwood Hills Road Lake Shore, Minnesota 56468
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	Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing			
Subtask 1.1: Laboratory Testing			\$1,962.00
Aggregates Sieve Analysis ASTM C136 each	2.00	196.00	\$392.00
MnDOT Verification Without Percent Crush & FAA	2.00	785.00	\$1,570.00
Subtask 1.2: Soils			\$1,752.00
Soil Compaction Testing - Non Nuclear - DCP's	9.00	102.00	\$918.00
Soil Sample pick-up - CL-5 Sampling	4.50	102.00	\$459.00
Trip Charge	3.00	125.00	\$375.00
Subtask 1.3: Bituminous			\$1,420.00
Asphalt Verification Testing - Bituminous Sample Pick Up	9.00	130.00	\$1,170.00
Trip Charge	2.00	125.00	\$250.00
Subtask 1.4: Project Management			\$911.00
Project Control Specialist I	1.00	164.00	\$164.00
Project Assistant IV	1.50	102.00	\$153.00
Project Manager	3.00	198.00	\$594.00
Task 1 Total:			\$6,045.00
Project Total			\$6,045.00

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

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

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

SECTION 2: SCOPE OF SERVICES

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

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

SECTION 3: PERFORMANCE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4: SCHEDULE

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

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

SECTION 5: COST AND PAYMENT OF SERVICES

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

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

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

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

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

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

SECTION 6: OWNERSHIP AND USE OF DATA

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

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

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

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

SECTION 7: INSURANCE

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

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

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

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

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

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

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

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

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

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

SECTION 9: MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

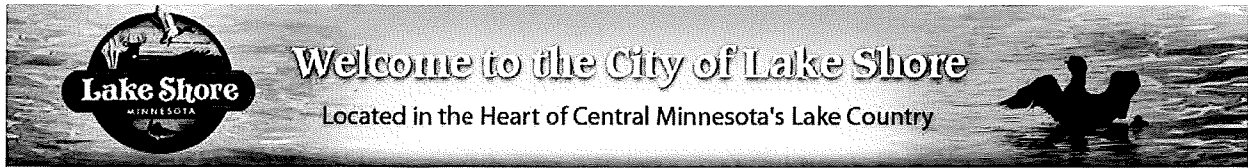
9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws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

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

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

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

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



City Of Lake Shore Wastewater Operations Report - March 2026

WASTEWATER FLOWS AND LAB ANALYSIS FOR THE MONTH OF FEBRUARY:

North System		2025	NPDES permit Limit: 17,615 GPD
Average daily:	1,527 gallons	1,393	
Maximum daily:	2,539 gallons	2,314	
Monthly total:	42,800 gallons	39,000	

South System		2025	NPDES permit Limit: 49,200 GPD
Average daily:	8,800 gallons	14,200	
Maximum daily:	13,500 gallons	22,700	
Monthly total:	245,600 gallons	397,000	

North Septic Effluent:		South Septic Effluent:		Normal Range:
C/BOD:	79 mg/l	C/BOD:	157 mg/l	50 – 250 mg/l
TSS:	64.0 mg/l	TSS:	107.0 mg/l	15 – 75 mg/l
PH	7.74 SU	PH:	7.76 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 3/6/26. (Check amp draws, clean floats, visual inspection of station wet well and surrounding area)
3. Regular monthly tank effluent sampling took place on 3/3.
4. The monthly and quarterly DMR's were submitted to MPCA on 3/2.
5. Quarterly tank inspections at the City's wastewater treatment sites were completed on 3/2. Everything looked good.
6. Ken and I cleaned check valves at lift stations 4 and 5 in late February. We typically do this spring and fall to keep the checks from getting stuck. I'm also getting pricing from a couple vendors on replacing check valves and isolation valves at the Causeway lift station.

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

**RESOLUTION 2026-03-01
COMPENSATION FOR BUILDING & GROUNDS COMMITTEE
FOR THE CITY OF LAKE SHORE
COUNTY OF CASS
STATE OF MINNESOTA**

WHEREAS, Chapter 2 Part 1 Paragraph 11.1 of the City Code of the City of Lake Shore provides that the City Council shall fix the compensation for membership on, and attendance at, City Boards, Committees and Commissions.

WHEREAS, it has come time to compensate members on, and in attendance at, City Boards, Committees and Commissions to reflect their dedication to the City.

WHEREAS, it is in the best interest of the City and its Citizens to compensate members on, and in attendance at, City Boards, Committees and Commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE SHORE, COUNTY OF CASS, STATE OF MINNESOTA.

1. That the compensation for members of the Building & Grounds Committee attending Building & Grounds Committee meetings shall be \$50.00 per member per meeting effective March 1, 2026.

Adopted by the City Council this 23rd day of March, 2026 by a ___/5th vote.

Andy Stewart, Mayor

Attested:

Kathy Johansen, Deputy Clerk