



AGENDA CITY COUNCIL MEETING

January 6, 2025 - 6:00 PM
City Hall Council Chambers

Members of the public can participate in person at Lakeville City Hall, 20195 Holyoke Avenue. Members of the public may join the meeting via [Teams Meeting](#), Meeting ID: 233 404 537 029 or by calling Toll Number 1-323-433-2142; Conference ID: 660796843#. The mayor will allow for public comments and questions at the appropriate time.

The City Council is provided background information for agenda items in advance by staff and appointed commissions, committees, and boards. Decisions are based on this information, as well as City policy, practices, input from constituents, and a council member's personal judgment.

Oath of Office to Councilmembers John Bermel and Dan Wolter

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Public Works Quarterly Report
6. Consent Agenda
 - a. Check Register Summary
 - b. Minutes of the 12/02/2024 Special City Council Meeting
 - c. Minutes of the 12/16/2024 City Council Meeting
 - d. Keokuk Property Purchase Agreement
 - e. Accepting Donation From Kelvie Custom Cleaning, LLC
 - f. Designation of Legal Newspaper for 2025
 - g. Resolution Accepting Wellness Grant Funding
 - h. Resolution Supporting Dakota County's Application for Funding Through the Fiscal Year 2025 Rebuilding American Infrastructure with Sustainability and Equity Grant Program for the Interstate 35 South Transportation Safety and Community Access Improvement Project at Dakota County State Aid Highway 50
 - i. Award of Construction Contract to Sunram Construction for North Creek Stormwater Infrastructure Maintenance
 - j. Resolution Accepting Grant from Minnesota Chiefs of Police Foundation

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- k. Resolutions Awarding Construction Contract and Authorizing Funding for Citywide Trail Gaps Improvement Project (Phase II)
 - l. Approve Private Inflow and Infiltration Grant Agreement with the Metropolitan Council
 - m. Resolution Delegating Authority to Pay Claims and Make Electronic Fund Transfers
 - n. Resolution Appointing Depositories for the City of Lakeville
 - o. Lakeville Area Arts Center Radio Advertising Agreement with myTalk 107.1
 - p. SRF Supplemental Agreement for Professional Services for North Creek Greenway Crossing at 170th Street
 - q. Ritter Meadows Amendment to Development Contract and Plat Correction
 - r. Children's Dental Care Stormwater Maintenance Agreement
7. Action Items
- a. Public Hearing on the application for Farmers Grandson Eatery for an On-Sale Liquor License
 - b. Appointment of Acting Mayor for 2025
8. Unfinished Business
9. New Business
10. Announcements
- a. Next Regular City Council Meeting Tuesday, January 21, 2025
 - b. Next Work Session Monday, January 27, 2025
11. Adjourn



Date: 1/6/2025

Check Register Summary

Proposed Action

Staff recommends adoption of the following motion: Move to approve the Check Register Summary.

Overview

Checks – City	324595-324742	\$1,875,950.58
ACH/EFT - City	19090-19214	<u>\$2,390,964.77</u>
Total City		\$4,266,915.35
Checks – Arena	100026-100026	\$4,564.48
Checks – Dakota 911	200029-200033	\$52,651.97
ACH/EFT – Arena	67-84	\$95,185.65
ACH/EFT –Dakota 911	62-84	<u>\$337,038.23</u>
Total Arena/Dakota 911		\$489,440.33
Grand Total		\$4,756,355.68

The City Council will receive a list of expenditures paid (claims detail) and it is available to the public upon request.

Supporting Information

1. 12.17.24CKSUM
2. Check Register 12.17.24 for Jan 6,2025 Council Mtg

Financial Impact: \$4,266,915.35 **Budgeted:** Yes **Source:** Various
Envision Lakeville Community Values: Good Value for Public Service

Report Completed by: Cheri Donovan, Assistant Finance Director

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	489,363.29
2000 COMMUNICATIONS FUND	10,057.36
3119 2017A HRA LEASE REV LIQ REF BO	1,925.00
4000 BUILDING FUND	276,054.89
4100 EQUIPMENT FUND	17,606.51
4161 ARENAS CAPITAL IMPROVEMENTS	49,830.42
4200 PARK DEDICATION FUND	14,237.00
4401 TRAIL IMPROVEMENT FUND	3,679.50
4700 2022 C PARK BONDS	5,357.00
4720 2024 A PARK BONDS	973,940.83
5125 MENASHA TIF	46,227.96
5126 BTD MANUFACTURING TIF	92,946.01
5129 LAUNCH PROPERTIES TIF	93,724.98
5130 SCHNEIDERMANS TIF 23	45,891.95
5131 QA1 TIF 24	46,322.02
5200 STATE AID CONSTRUCTION FUND	68,340.29
5300 PAVEMENT MANAGEMENT FUND	23,710.75
5500 WATER TRUNK FUND	131,432.50
6550 2014 STREET RECONSTRUCTION	1,112.50
6589 22-24 AIRLAKE 70 IMPROVEMENT	27,190.78
6595 24-02 STREET RECONSTRUCTION	25,988.30
6597 2025 STREET PROJECTS	38,551.75
7450 ENVIRONMENTAL RESOURCES FUND	41,161.29
7575 STREET LIGHTING FUND	31,526.23
7600 WATER FUND	17,558.16
7700 SEWER FUND	418.83
7800 LIQUOR FUND	1,003,003.64
7900 MUNICIPAL RESERVES FUND	7,964.33
8000 ESCROW FUND	35,770.63
8910 ESCROW - DCA/SECTION 125	833.36
8950 DAKOTA 911 - OPERATING FUND	88,903.14
8970 LAKEVILLE ARENAS - OPERATIONS	41,331.85
9800 PAYROLL CLEARING FUND	1,004,392.63
Report Total:	4,756,355.68

CITY OF LAKEVILLE
SPECIAL CITY COUNCIL MEETING MINUTES
DECEMBER 2, 2024

1. Mayor Hellier called the meeting to order at 7:12 p.m.

Members Present: Mayor Hellier, Council Members Bermel, Hellier, Lee, Volk

Staff Present: Justin Miller, City Administrator; Human Resources Director Alissa Frey

2. Closed meeting for the purpose of conducting a performance evaluation of City Administrator Justin Miller pursuant to MN Statute 13D.05 subd. 3(a).

Motion to Close the Meeting

Motion was made by Council member Bermel, seconded by Lee to, to close the meeting for the purpose of conducting a performance evaluation of City Administrator Justin Miller pursuant to MN Statute 13D.05 subd. 3(a)

Roll call was taken on the motion . Ayes – 5

The City Council met in closed session to conduct the performance evaluation of City Administrator Miller. The Council will summarize its conclusions at the December 16, 2024 regular meeting.

Motion to Open the Meeting

Motion was made by Council member Bermel, seconded by Council member Wolter to open ‘ the meeting.

Roll call was taken on the motion . Ayes – 5

4. Adjourn

Motion was made by Council member Volk, seconded by Council member Lee to adjourn the meeting at 7:54 p.m.

Respectfully submitted,

Alissa Frey, Human Resource Director

Luke M. Hellier, Mayor



MINUTES CITY COUNCIL MEETING

December 16, 2024 - 6:00 PM

City Hall Council Chambers

1. Call to order, moment of silence and flag pledge

Mayor Hellier called the meeting to order at 6:00 p.m.

2. Roll Call

Members Present: Mayor Hellier, Council Members Bermel, Lee, Volk

Absent: Wolter

Staff Present: Justin Miller, City Administrator; Andrea McDowell Poehler, City Attorney; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Ann Orlofsky, City Clerk; Brad Paulson, Police Chief; Paul Oehme, Public Works Director; Tina Goodroad, Community Development Director

3. Citizen Comments

None

4. Additional agenda information

None

5. Presentations/Introductions

a. Badging the Class of 22 Firefighters

Fire Chief Mike Meyer conducted the Oath of office for the Class of 2022 Firefighters.

6. Consent Agenda

Motion was made by Lee, seconded by Bermel, to approve the following:

Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk

Absent: Wolter

a. Check Register Summary

b. Minutes of the 11/08/2024 Special City Council Meeting

c. Minutes of the 12/02/2024 City Council Meeting

d. 2025 Business License Renewals

e. Resolution Amending the 2025 Regular City Council Meetings and Work Session Calendar

f. Resolution Approving the Submission of the 2025 Private Property Inflow and Infiltration Grant Program Application

g. Resolution Requesting the Minnesota Department of Transportation to Perform a Speed Zone Study for Dodd Boulevard from Granby Lane to Pilot Knob Road

- h. Resolution Accepting Donations From Customers of Lakeville Liquors**
- i. Agreement with Century Fence Company for Installation of Aronson Park Field Seven Backstop and Sideline Fence**
- j. Resolution Approving the 2025 Opioid Settlement Fund Budget**
- k. Resolution to Approve Election of Non-waiver of Statutory Tort Liability Limits**
- l. Economic Development Strategic Plan**
- m. Temporary on-sale liquor license to Dakota Curling Club**
- n. Change Order No. 2 for
Airlake 70 First Addition & KTJ First Addition Public Improvements (City Project 22-24)**
- o. Contracts for 2025 Water Treatment Plant Chemicals**
- p. 2025 Community Waste Abatement Grant Agreement with Dakota County**
- q. Agreement with Hartman Companies, Incorporated for Grand Prairie Park Field Drainage Improvements: CIP #24-20**
- r. Fire Service Agreement Eureka Township**
- s. Resolution Accepting Donations to the Lakeville Parks & Recreation Department in the 4th Quarter of 2024**
- t. Approve 2024 Financial Metrics Report**
- u. Approval of InvoiceCloud Amendment No.1 to Biller Agreement**
- v. Encroachment Agreement with Youngfield Homes
for Private Improvements in Public Easements**
- w. Spectrum Mid-America, LLC (Charter Cable Partners, LLC) Franchise Extension**
- x. Amended Communications Site Lease Agreement with Dish Wireless LLC.**
- y. Adoption of 2025 Legislative Priorities**
- z. CDBG Subrecipient Agreement with DARTS for LOOP Senior Bus Service, Senior Outdoor Chores and Minor Home Repairs**
- aa. Resolution Amending the 2024 Budgets**
- bb. 179th Street Apartments Preliminary Plat Extension**

7. Closed Session

- a. The City Council will move to a closed session to develop or consider an offer for the sale of real property located at property identification no: 22-48200-00-020, Lakeville, MN pursuant to Minn. Stat. 13D.05 Subd.3(c)(3)**

Council member Volk moved, and Council member Lee seconded to move into a closed session at 6:08 p.m. to develop or consider an offer for the sale of real property located at property identification no: 22-48200-00-020, Lakeville, MN, pursuant to Minn. Stat.13D.05 Subd. 3(c)(3).

Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk
Absent: Wolter

Motion was made by Council member Volk, seconded by Council member Bermel, to end the closed session at 6:15 p.m. and open the regular City Council meeting.

Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk
Absent: Wolter

8. Action Items

a. Resolution Approving the Acquisition of Real Property

Assistant City Administrator Allyn Kuennen explained that in December, the city received notice and exhibit from Dakota County indicating a parcel adjacent to the Meadows Park had gone into forfeiture and is due to be publicly auctioned on January 6, 2025. The neighborhood has historically used the parcel for public access to the park, and it has been mowed and maintained by the Parks Department since the mid-1980s.

This is the only access to the park for most of the neighborhood to the west. The Community Development Department indicated the acquisition is consistent with the Comprehensive Land Use Plan. Staff recommends the City Council approve a resolution authorizing staff to bid on the property under the not-to-exceed bid amount provided during the closed meeting

Motion was made by Councilmember Lee, seconded by Councilmember Bermel, to authorize staff to bid on the tax-forfeited property at the Dakota County public auction pursuant to the direction provided during the closed meeting concerning the acquisition of the property.

Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk
Absent: Wolter

b. Public Hearing to vacate easements and consider the final plat of Ritter Meadows Third Addition

Community Development Director Tina Goodroad presented the staff report and asked the City Council to consider the vacation of a public drainage and utility easement and take separate action regarding a final plat. TCLD LF3 Ritter, LLC has submitted the final plat and easement vacation applications for Ritter Meadows Third Addition, which replaces 70 attached townhome unit lots. This replat does not change the number of attached townhome lots, but does increase the depth of the unit lots to accommodate a larger townhome unit. The easements proposed to be vacated will be replaced on the Ritter Meadows Third Addition final plat.

Mayor Hellier opened the public hearing at 6:18 p.m.

There were no comments from the public.

The motion was made by Councilmember Volk, seconded by Councilmember Bermel, to close the public hearing at 6:19 p.m.

A voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk,
Absent: Wolter

The City Council asked questions related to easements with the report.

The motion was made by Councilmember Bermel, seconded by Councilmember Lee, to approve a resolution vacating public drainage and utility easements and the Ritter Meadows Third Addition final plat.

Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk
Absent: Wolter

c. Report on City Administrator's Performance Evaluation

Councilmember Lee stated that the City Council completed an annual performance review for City Administrator Justin Miller on Monday, December 2, 2024 at a special closed meeting.

Mr. Miller's review focuses on his leadership, presence in the community, and communications with the Council, the public, and employees. The Council found Mr. Miller's performance continues to be exceptional, consistently exceeding expectations and delivering outstanding results for the city. The council approved the personnel committee's recommendation of moving his salary from step 6 of his respective pay grade to step 7, effective January 1, 2025.

Motion was made by Lee, seconded by Bermel, to approve the report summarized by the personnel committee and to move the City Administrator's salary from step 6 on his respective pay grade to step 7, effective January 1, 2025.

Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk
Absent: Wolter

9. Unfinished Business

None

10. New Business

None

11. Announcements

- a. Next City Council Meeting January 6, 2025**
- b. Next City Council Work Session January 27, 2025**

12. Adjourn

Motion was made by Lee, seconded by Volk, to adjourn at 7:26 p.m.
Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk
Absent: Wolter

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 1/6/2025

Keokuk Property Purchase Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution for the sale of real property located at 20830 Keokuk Avenue, Lakeville, Minnesota and dispensing with statutory requirements for review by the Planning Commission for the disposal of property.

Overview

The city purchased 4.52 acres along Keokuk Avenue in 2014 for the future construction of a fourth liquor store. In 2021, the city constructed the Keokuk liquor store on 2.72 acres of the property. In 2023, the City Council directed staff to place the remaining 1.83 acres on the market for sale and the city contracted with Cerron Properties to list the property.

In November, Cerron was contacted by MOB Investors LLC, who were interested in acquiring the property and constructing a medical office building on the site. MOB Investors, LLC is proposing to purchase the property at the asking price of \$14.00 per square foot for a total sale price of \$951,010.

Supporting Information

1. Comp. Plan Letter - city property sale - Keokuk Ave
2. PSA Keokuk Land Lakeville Davis Signed 12.18.2024 (signed)

Financial Impact: \$951,010 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Allyn Kuennen, Assistant City Administrator
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City of Lakeville
Community Development Department

Memorandum

To: Allyn Kuennen, Assistant City Administrator
From: Kris Jenson, Planning Manager
Date: December 10, 2024
Subject: Sale of city owned property

The parcel identified by Parcel ID as 22-44340-01-033 is adjacent to Keokuk Avenue and north of Lakeville Liquors, Keokuk location. The parcel is zoned C-3, General Commercial District and is guided for commercial land uses within the City's Comprehensive Land Use Plan. If this parcel is sold and is subsequently used for office, medical, and/or retail uses, the use will be consistent with the city's Zoning Ordinance and Comprehensive Land Use Plan.

PURCHASE AGREEMENT
Land Acquisition

THIS PURCHASE AGREEMENT (the “**Agreement**”), is made and entered into by and between the **City of Lakeville**, a Minnesota municipal corporation (the “**Seller**”), having its business office located at 20195 Holyoke Avenue, Lakeville, Minnesota 55044, and **Lakeville 210 MOB Investors LLC**, a Minnesota limited liability company or its assigns (the “**Buyer**”), having its registered office located at 33 S. 6th Street, Suite 4650, Minneapolis, Minnesota 55402. For the purpose of this Agreement, the date Seller signs the Acknowledgment on page 20 shall be deemed to be the “**Effective Date**” of this Agreement.

WHEREAS, Seller is the owner of real property in the City of Lakeville, Dakota County, Minnesota, located at 20830 Keokuk Avenue, Lakeville, MN 55044 (PID 22-44340-01-021) (“**Seller Property**”);

WHEREAS, Seller is also the owner of real property in the City of Lakeville, Dakota County, Minnesota, located at 20880 Keokuk Avenue, Lakeville, MN 55044 (PID 22-44340-01-033), on which it operates a liquor store adjacent to the Seller Property (“**Seller Adjacent Property**”);

WHEREAS, Buyer desires to acquire approximately **1.83** acres of vacant land or **69,715 sq. ft.** (approximately **79,715 sq. ft.** less the **10,000 sq. ft.** storm pond serving the Seller Adjacent Parcel) of the Seller Property as depicted as Parcel A (“**Real Property**”) on the concept plan attached hereto as **Exhibit A (“Concept Plan”)** and Seller will retain the portion of the Seller Property less the Real Property (“**Remnant Parcel**”) as depicted as Parcel B on the Concept Plan;

WHEREAS, simultaneous with the conveyance under this Agreement, Buyer will plat the Property as a single lot, which plat will also include the Remnant Parcel and Seller Adjacent Parcel as a single lot (the “**Plat**”), all at Buyer’s cost.

In consideration of this Agreement, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell and transfer to Buyer, and Buyer agrees to buy from Seller the Real Property. The final acreage (minus the Remnant Parcel) to be acquired by Buyer shall be determined by survey obtained by Buyer as provided for in Section 8(b) below.

The Real Property includes all easements benefitting the Real Property and all hereditaments and appurtenances to the Real Property which, together with the Real Property, is sometimes hereinafter referred to as the “**Property.**” No part of the Real Property shall lie within the public easements or rights of way for any public road.

2. **Purchase Price and Manner of Payment.** The total purchase price to be paid by Buyer to Seller for the Property shall be Nine Hundred Seven-six Thousand, Ten and 00/100 (**\$976,010.00**) Dollars (the “**Purchase Price**”) subject to subsection 2(c) below. The Purchase Price shall be payable as follows:

- a. Buyer shall deposit Twenty-five Thousand (\$25,000.00) Dollars (the "**Earnest Money**") in escrow within two (2) business days of the Effective Date with **Commercial Partners Title LLC, 200 South 6th Street, Suite 1300, Minneapolis, Minnesota, Attn: File Fleming (612) 337-2485** (the "**Title Company**"), which the Title Company is instructed to hold and disburse in accordance with the terms of this Agreement. Upon Seller's full performance of this Agreement, or as provided by Section 22, below, the Earnest Money shall be delivered to Seller and applied toward the payment of the Purchase Price at the Closing.
- b. The balance of the Purchase Price, being Nine Hundred Fifty-one Thousand Ten and 00/100 (\$951,010.00) Dollars (subject to subsection 2(c) below), shall be payable by wire transfer, on the Closing Date provided for in Section 6 of this Agreement.
- c. If the area of the Real Property, as certified in the Survey (defined below), is more or less than **69,715 sq. ft.**, the Purchase Price shall be adjusted based on the actual area, in square feet, multiplied by fourteen and 00/100 (\$14.00) Dollars per square foot to determine the adjusted Purchase Price.
- d. Seller shall retain a portion of the Earnest Money in the amount of **\$100.00** (the "**Independent Consideration**") upon the termination of this Agreement for any reason. The Independent Consideration constitutes bargained-for consideration for this Agreement and is expressly acknowledged to be adequate.

3. **Stormwater Pond Reconfiguration.** A stormwater pond currently exists on the Property and the Remainder Parcel that serves the Seller Adjacent Parcel and was intended to serve the Property. Buyer desires to reconfigure the stormwater pond to exist solely on the Remainder Parcel as generally provided in attached Concept Plan ("**Reconfigured Pond**") and will provide its own stormwater facility for the Property. Buyer agrees to complete the construction of the Reconfigured Pond at Buyer's sole cost and agrees as follows:

- a. Buyer shall obtain Seller approval of the plans and specifications for the Reconfigured Pond ("**Plans**") prior to expiration of the Inspection Period as defined below;
- b. Prior to Closing, Buyer shall obtain Seller's approval of the contract for construction of the Reconfigured Pond, which contract shall (a) name Seller as an additional insured with primary and noncontributory coverage for general liability and provide a certificate showing the same prior to construction; and (b) requires

the contractor to indemnify, defend and hold harmless Seller, its officers, employees and agents from any and all actions, costs, damages and liabilities of any nature arising from the contractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty, or a subcontractor's negligent or otherwise wrongful act or omission, or breach of a specific contractual duty owed by the contractor to Buyer; and (c) requires that the contractor extend all product warranties and workmanship guaranties for the portions of the work on the Remnant Parcel; and

- c. Buyer agrees to provide a letter of credit in the form attached as **Exhibit B** ("Letter of Credit") to guarantee that the construction of the Reconfigured Pond within 60 days of Closing. The Letter of Credit shall be in an amount based on the estimated total construction costs for the Reconfigured Pond as approved by Seller. Seller may draw on the Letter of Credit for any default by Buyer of the terms of this Section 3.

4. **Buyer's Contingencies.** The obligations of Buyer under this Agreement are subject to and contingent upon satisfaction of each of the following contingencies:

- a. **Title.** Title shall have been found acceptable, or be made acceptable, in accordance with the requirements and terms of Section 8 of this Agreement.

- b. **Inspection Period.** Buyer shall have determined, on or before the first business day which is nine (9) months after the Effective Date ("**Inspection Period**"):

(i) That Buyer is satisfied with the results of and matters disclosed by such soil and geotechnical tests of the Property as Buyer may deem necessary, all such tests to be obtained at Buyer's sole cost and expense. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer all soil tests and other inspections, reviews and reports, if any, pertaining to the Property that are in Seller's possession or control or have been previously prepared on Seller's behalf.

(ii) That water, sanitary sewer, storm sewer, natural gas, electricity and other utilities are available at the boundary of the Property in capacities adequate for Buyer's Intended Use of the Property (as defined below) upon terms and conditions acceptable to Buyer.

(iii) That all matters disclosed by any Phase I or Phase II Environmental Assessment(s) that Buyer chooses to obtain at its sole cost are acceptable to Buyer in Buyer's sole discretion. Within ten (10) business days after the Effective Date, Seller shall deliver to Buyer all environmental assessments, if any, pertaining to the

Real Property that are in Seller's possession or control or have been previously prepared on Seller's behalf.

(iv) That Buyer's Intended Use of the Property for the development and construction of a medical office building no less than **16,000 sq. ft.** in area with related and ancillary parking facilities and access improvements ("**Buyer's Intended Use**") is a permitted use under the zoning, subdivision and land use regulations of the **City of Lakeville** ("**City**") and **County of Dakota** without the necessity of obtaining a variance, conditional use permit, rezoning or similar land use approvals.

(v) That the Real Property shall have adequate unrestricted access to a dedicated public street sufficient to support Buyer's Intended Use of the Real Property.

c. **Approval Period.** On or before the first business day which is six months (**180 days**) after the Effective Date ("**Approval Period**"), Buyer shall have:

(i) obtained all preliminary plan approvals, site plan and other governmental approvals required for the acquisition, development, improvement and operation of the Property for Buyer's Intended Use thereof all upon terms and conditions (including amounts of any governmental fees or impositions) acceptable to Buyer, in Buyer's Sole discretion, and such approvals shall permit Buyer to construct a project of a size and configuration reasonably acceptable to Buyer. Seller shall execute all reasonable consents or applications, as required in connection with Buyer's applications for governmental approvals, provided Buyer shall be solely responsible for all costs associated with obtaining governmental approvals.

(ii) obtained a commitment for construction mortgage financing as required for the acquisition, development and improvement of the Real Property for Buyer's Intended Use, and the terms and conditions of such commitment shall be acceptable to Buyer.

(iii) entered into lease agreements with tenants who will occupy the medical office building to be constructed by Buyer on the Property, upon terms and conditions acceptable to Buyer, obligating such tenant(s) to lease no less than **10,000 sq. ft.** of space in such medical office building.

d. **Extension of Inspection and Approval Period.** Buyer shall have the right, in its sole discretion to extend the Inspection Period and/or Approval Period for up to one (1) additional thirty (30) day period upon written notice to Seller, given before the end of the initial Approval Period, or the 30-day extension period, as the case may

be, and depositing an additional Ten Thousand (\$10,000.00) Dollars with the Title Company (the "**Extension Deposit**") for the extension if Buyer is diligently pursuing the matters described in Section 4(c), but has not yet received them at the end of the initial period; provided, however, the Extension Deposit shall be non-refundable to Buyer (the "**Non-Refundable Earnest Money**"), but remain applicable to the Purchase Price.

e. **Performance of Seller's Obligations.** As of the Closing Date, Seller shall have performed all of Seller's obligations under this Agreement and the representations and warranties of Seller in this Agreement shall be true and correct on the Closing Date, as of made on the Closing Date.

f. **Termination by Buyer.**

(i) If Buyer is not satisfied with any of its investigations, in its sole discretion, or any of the above contingencies have not been satisfied on or before end of the Inspection Period or the Approval Period, as extended under Section 4(d) as applicable, then this Agreement may be terminated, at Buyer's option, by written notice ("**Termination Notice**") from Buyer to Seller.

(ii) Upon termination by Buyer as described in this Section 4(f), with the exception of any Non-Refundable Earnest Money, the balance of the Earnest Money shall be refunded to Buyer and upon such return, this Agreement shall become null and void and neither party will have any further rights or obligations regarding this Agreement or the Property, except for Buyer's indemnification obligations to Seller set forth below. Buyer shall have the right to unilaterally waive any contingency by written notice to Seller.

(iii) If Buyer does not terminate this Agreement prior to the expiration of the Inspection Period and Approval Period, as extended, if applicable, Buyer shall be deemed to have waived all contingencies and conditions described in Section 4 of this Agreement, Buyer shall proceed with closing upon the purchase of the Property, and the balance of the Earnest Money shall be deemed non-refundable and Seller's property, but applicable to the Purchase Price at the Closing.

g. Seller shall allow Buyer, and Buyer's agents, access to the Property without charge and at all reasonable times for the purpose of Buyer's investigation and testing. Buyer shall pay all costs and expenses of such investigation and testing, except as herein otherwise expressly stated. Buyer shall further repair and restore any damage

to the Real Property caused by or occurring during Buyer's testing and return the Real Property to substantially the same condition as existed prior to such entry. Buyer shall indemnify and hold harmless Seller from and against any costs and expenses (including reasonable attorney's fees), liens, claims, liabilities or damages to persons or property, arising from Buyer's entry onto and activities upon the Property conducted under this Section 4 and Section 8.b. below. Buyer's indemnification obligations provided for in the previous sentence shall not apply to costs and expenses (including reasonable attorney's fees), liens, claims, liabilities or damages to persons or property, arising from Seller's negligent acts and/ or omissions. Notwithstanding anything herein to the contrary, Buyer's indemnification obligations in this Section 4 shall survive any termination of this Agreement.

5. **Seller's Contingencies.** Seller's obligation to close on the sale of the Property is conditioned on the following contingencies, any of which, may be waived by Seller, in writing:

a. **Plat.** On or prior to the termination of the Inspection Period, Buyer obtaining Seller's approval of the Plat and all necessary approvals for the subdivision of the Seller Property and the Plat and recording the Plat at Closing.

b. **Reconfiguration of Stormwater Pond.** Buyer's compliance with the requirements under Section 3.

c. **Shared Access Easement.** At Closing, Seller and Buyer entering into a shared access easement agreement for the Property and Seller's Adjacent Parcel ("**Shared Access Easement**").

d. **Access Easement.** At Closing, Buyer providing an access easement to Seller for access to Seller's stormwater pond located within the Remnant Parcel in a form acceptable to Seller ("**Seller's Access Easement**").

If Seller's Contingencies have not been satisfied on or before the dates identified herein, and unless otherwise agreed to by the parties in writing, then Seller may terminate this Agreement by giving notice to the other party on or before the Closing Date.

6. **Closing.** Unless otherwise agreed to by the Parties, the closing of the purchase and sale contemplated by this Agreement (the "**Closing**"), shall be held on the first business day which is fifteen (15) days after the date on which both the Inspection Period and the Approval Period have been waived or expired (the "**Closing Date**"). The Closing shall take

place in escrow as conducted by the Title Company. Seller agrees to deliver possession of the Property to Buyer on the Closing Date.

- a. **Seller's Closing Documents.** On the Closing Date, Seller shall execute and/or deliver to Buyer the following (collectively, "**Seller's Closing Documents**"):
- i) **Limited Warranty Deed.** A Limited Warranty Deed ("**Deed**") conveying the Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances hereafter defined.
 - ii) **Seller's Affidavit.** An Affidavit of Title by Seller (Uniform Conveyancing Blanks Form) indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Seller or the Property; that there has been no skill, labor or material furnished to the Property by Seller for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity (ALTA Form) which may be required by the Title Company to issue an Owner's Policy of Title Insurance with the standard exceptions waived.
 - iii) **FIRPTA Certificate.** A non-foreign certificate, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b) (2) and its regulations.
 - iv) **Date-Down Certificate.** A certificate confirming the accuracy, as of the Closing Date, of the representations and warranties set forth in Section 9.
 - v) **Shared Access Easement.** Seller's counterpart to the Shared Access Easement required under Section 5b.
 - vi) **Other Documents.** Such other documents as are reasonably required to be executed by Seller in order to transfer the Property to Buyer in accordance with the terms of this Agreement.
- b. **Buyer's Closing Documents.** On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, "**Buyer's Closing Documents**"):
- i) **Purchase Price.** The balance of the Purchase Price by wire transfer is to be delivered to Seller on the Closing Date.

- ii) **Contract.** The contract required under Section 3b.
- iii) **Letter of Credit.** The Letter of Credit required under Section 3c.
- iv) **Plat.** The Plat required under Section 5a.
- v) **Shared Access Easement.** Buyer's counterpart to the Shared Access Easement required under Section 5b.
- vi) **Seller's Access Easement.** The Seller's Access Easement required under Section 5c.
- vii) **Closing Statement.** A closing statement prepared by the Title Company to be executed by Seller, Buyer, and the Title Company at the Closing that accurately describes the economic terms of transaction described this Agreement.
- viii) **Title Documents.** Such affidavits of Buyer, Certificates of Value or other documents as may be reasonably required by the Title Company in order to record Seller's Closing Documents and issue the Title Insurance Policy required by this Agreement.

7. **Prorations.** Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- a. **Title Insurance and Closing Fee.** Seller will pay all costs of providing the Title Commitment. Buyer shall pay for the premium required for the issuance of the Owner's Title Insurance Policy ("**Policy**") and any desired endorsements to the Policy. Seller and Buyer will each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company.
- b. **Real Estate Taxes.** On or before the Closing Date, Seller shall pay all real estate taxes together with penalties and interest, if any, due thereon and payable with respect to the Property for all years prior to the year in which the Closing occurs. Seller shall also pay on or before the Closing Date deferred real estate taxes, "Green Acres Program" or similar taxes and deferred special assessment installments which shall be paid in full. General real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer as of the Closing Date. Buyer shall pay all real estate taxes due and payable with respect to the Property in years following the year of Closing.

- c. **Special Assessments.** Seller shall pay all special assessments levied, pending or otherwise of record against the Real Property as of the Closing Date. Installments of special assessments already levied, if any, due and payable in the year **2024** and prior years shall be paid by Seller.
- d. **Recording Costs.** Seller will pay the cost of recording all documents necessary to transfer record title to Buyer in the condition warranted by Seller in this Agreement. Seller shall also pay the state deed tax due in order to record the Deed. Buyer will pay the cost of recording all other documents and shall pay any mortgage registration taxes arising from Buyer's financing of its purchase of the Property.
- e. **Other Costs.** Except as otherwise provided in this Agreement, Seller and Buyer shall each pay their own fees and costs incurred in this transaction.

8. **Title Examination.** Title Examination will be conducted as follows:

- a. **Title Evidence.** Buyer shall obtain a Commitment (the "**Title Commitment**") for an ALTA Owner's Policy of Title Insurance to insure title to the Real Property, in the amount of the Purchase Price, issued by the Title Company. The Title Commitment will commit the Title Company to insure title to the Real Property subject only to the Permitted Encumbrances (defined in Section 8(c) of this Agreement) and shall include a **Special Assessment Search** and be accompanied by legible copies of each document evidencing liens and encumbrances affecting the Real Property.
- b. **Survey.** Within ten (10) days after the Effective Date, Seller shall deliver to Buyer copies of any survey(s) of the Property that Seller may have in its possession or under its control. Buyer, at its sole cost and expense, may obtain a survey of the Property (the "**Survey**"). The Surveyor's Certificate regarding the new Survey shall be in a form acceptable to Buyer and the Title Company.
- c. **Buyer's Objections.** Within twenty (20) days after receiving the Title Commitment and the Survey, Buyer will make in writing, any objections (the "**Objections**") to any matters disclosed in the Title Commitment or the Survey that are not acceptable to Buyer. Any matter shown on such Title Commitment or the Survey and not objected to by Buyer shall be a "**Permitted Encumbrance**" hereunder. Seller will have sixty (60) days after receipt of the Objections to cure the Objections ("**Title Cure Period**"), during which period the Closing will be postponed as necessary. Seller shall use its reasonable best efforts to correct any Objections, provided Seller shall be obligated to correct or remove, on or before the Closing Date, any Objections based upon monetary liens that may be satisfied by the payment of

money (the “**Monetary Liens**”). Except for costs necessary to release or satisfy any Monetary Liens, Seller shall not be required to incur any out-of-pocket expenses in attempting to address any Objections. If the Objections that are not Monetary Liens are not cured within such sixty (60) day period, Buyer, as its sole remedy, will have the option to do any one of the following:

- i) Terminate this Agreement and receive a refund of the Earnest Money except that Seller shall retain the Non-Refundable Earnest Money.
 - ii) Waive the Objections and proceed to close.
- d. **Title Policy.** At closing, Buyer will receive a **Proforma Title Insurance Policy** (the “**Title Policy**”) issued by the Title Company pursuant to the Commitment, or a suitably marked-up Commitment initialed by the Title Company undertaking to issue such a Title Policy in the form required by the Commitment as approved by Buyer.

9. **Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

- a. **Title to Property.** Seller has or as of the Closing Date will have marketable title to the Property, free and clear of all encumbrances except the Permitted Encumbrances, subject to Section 8c.
- b. **Environmental Laws.** To the best of Seller’s knowledge, no toxic or hazardous substances or wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“**CERCLA**”), 42 U.S.C. Section 9601-9657, as amended) have been generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on the Property, nor has any activity been undertaken on the Property that would cause or contribute to (i) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 (“**RCRA**”), 42 U.S.C. Section 6901 *et seq.*, or any similar federal law, state law or local ordinance, (ii) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property within the ambit of, CERCLA, or any similar federal law, state law or local ordinance, or (iii) the discharge of pollutants or effluents into any water source or system, the dredging

or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq., or the Clean Air Act, U.S.C. Section 7401 et seq., or any similar state law or local ordinance. To the best of Seller's knowledge, no substances or conditions exist in or on the Property that may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements, including without limitation, the Minnesota Environmental Response and Liability Act, Minn. Stat. 115B ("**MERLA**") and the Minnesota Petroleum Tank Release Cleanup Act, Minn. Stat. 115C. To the best of Seller's knowledge, no aboveground or underground tanks, are located in or about the Property, or have been located under, in or about the Property and have subsequently been removed or filled.

- c. **Environmental Claims.** There is no Environmental Claim pending or, to the knowledge of Seller, threatened against Seller or the Property or against any person whose liability for such Environmental Claim Seller has retained or assumed by contract, license use agreement, lease, warranty or guarantee, or any applicable law. "Environmental Claim" means any written notice by a Government Authority alleging potential liability (including potential liability for investigatory cost, cleanup cost, governmental response cost, natural resources damage, property damage, personal injury or penalty) arising out of or resulting from directly or indirectly, (a) the presence, or release into the environment, of any material or form of energy at any location, whether or not owned by Seller, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law identified in Section 9(b) above.
- d. **Water Wells and Sewage Treatment Systems.** To the best of Seller's knowledge, no water wells or sewage treatment systems exist on or under the Property or have existed on or under the Property.
- e. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Real Property, which remain in effect as of the date of this Agreement, nor are there any rights of first refusal or options to purchase the Real Property or, to the best of Seller's knowledge, any other rights of others that might prevent the consummation of this Agreement.
- f. **FIRPTA.** Seller is not a "foreign person", "foreign partnership", "foreign trust" or "foreign estate" as those terms are defined in Section 1445 of the Internal Revenue Code.

- g. **Proceedings.** There is no action, litigation, investigation, condemnation or proceeding of any kind pending or to the best knowledge of Seller, threatened against Seller or any portion of the Real Property that would affect Seller's ability to perform its obligations under this Agreement.
 - h. **Assessments.** Seller has received no notices from any governmental entity regarding assessments or planned improvements that may result in assessments to the Property.
 - i. **Governmental Notices.** Seller has received no notice, whether written or oral, nor is Seller aware of communications or correspondence from any governmental authority, agency or department, that the Building is in violation of applicable building codes, ordinances, regulations, rules and / or statutes (each a "Violation"), nor is Seller aware of any outstanding Violations.
 - j. **Unrecorded Documents.** There are no unrecorded leases, contracts, easements, or any other documents creating rights in parties other than Seller which cannot be terminated by Seller prior to Closing and which will continue to affect the Property after Closing.
 - k. **Condition of Property.** Seller warrants that there are no present violations of any restrictions relating to the use or improvement of the Property.
 - l. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement; the execution of this Agreement and performance of Seller's obligations hereunder have been duly authorized by all necessary action on the part of Seller and have been duly executed and delivered; this Agreement is a valid and binding obligation of Seller enforceable with its terms.
 - m. **Survivability.** Seller will indemnify Buyer against and will hold Buyer harmless from, any expenses or damages, including reasonable attorneys' fees that Buyer incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing, subject to Section 22. Each of the representations and warranties herein contained shall survive the Closing for a period of one (1) year.
10. **Representations and Warranties of Buyer.** Buyer represents and warrants to Seller as of the Effective Date and the Closing Date as follows:

- a. Buyer is duly organized or incorporated under the laws of the State of its formation and has received all requisite authority to transact business in the State in which the Property is located.
 - b. Buyer has the power and authority to enter into this Agreement and all of Buyer's Closing Documents signed or to be signed by it.
 - c. Buyer is not, nor shall Buyer's assigns be, a "foreign person," "foreign partnership," "foreign trust," or "foreign estate," as those terms are defined in Code Section 1445 and the regulations promulgated thereunder.
 - d. Buyer's execution, delivery and performance this Agreement and of Buyer's Closing Documents do not conflict with or result in violation of Buyer's organizational documents or any judgment, order or decree of any court or arbiter to which Buyer is a Party.
 - e. Upon execution, Buyer's Closing Documents will be valid and binding obligations of Buyer, and are enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, creditor's rights and other similar laws.
 - f. No consents or approvals from any third parties are required for Buyer to perform its obligations under this Agreement.
 - g. Buyer agrees that it will reconfigure the stormwater pond currently servicing Seller's adjacent property, pursuant to plans approved by Seller. Such undertaking shall be at Buyer's cost and shall comply with applicable construction codes, regulations and ordinances. The attached Concept Plan shows the proposed design of the stormwater pond. Buyer agrees that the Seller may draw on the Letter of Credit if the reconfiguration of the stormwater pond is not completed pursuant to the terms of the Contract within 6 months of Closing.
 - h. Buyer agrees that it will timely process the application for the Plat as generally depicted in the Concept Plan, at Buyer's cost and will record the Plat at Closing.
11. **As-Is Sale.** Buyer acknowledges and agrees that it is purchasing the Property in AS-IS, WHERE-IS condition and with all faults without reliance upon any representation, warranty, opinion, or statement of Seller, or any agent of Seller, express or implied, including without limitation representations, warranties, opinions, or statements as to the Property's merchantability, condition, fitness or habitability, or fitness for a particular use or purpose; compliance with government requirements and applicable federal, state, and local laws; or the physical or environmental condition of the Property or any portion

thereof, except as expressly set forth herein. Buyer affirmatively represents that it has undertaken, or will undertake during the Inspection Period, all such investigations of the Property as Buyer deems necessary and appropriate under the circumstances as to the status of the Property and the existence or non-existence of curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property. Buyer affirmatively represents that it is acquiring the Property solely in reliance on the results of its own inspections and due diligence, and on the advice and counsel of its own consultants, agents, legal counsel, and officers. Buyer acknowledges that the provisions of this Section 11 are a material part of the consideration to be received by Seller under this Agreement, and that Seller has agreed to the Purchase Price by reason of such understanding.

12. **Condemnation.** If, prior to the Closing Date, eminent domain proceedings are commenced or Seller receives notice of the pendency of eminent domain proceedings against all or any part of the Property, Seller shall immediately give notice to Buyer of such fact and at Buyer's option (to be exercised by notice to Seller within thirty (30) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money shall be refunded to Buyer. If Buyer shall fail to give such notice, this Agreement shall remain in effect, there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.
13. **Damage or Destruction.** If, prior to the Date of Closing, the Property or any part thereof shall be damaged or destroyed by fire or other casualty, this Agreement shall become null and void at Buyer's option by written notice to Seller given within thirty (30) days after Buyer first receives notice of such damage, and, in such case, Buyer shall receive a refund of its Earnest Money. If Buyer does not terminate this Agreement, despite said damage or destruction, there shall be no reduction in or abatement of the Purchase Price and Seller shall assign all insurance proceeds it received due to the damage or destruction to Buyer.
14. **Broker's Commission.** Seller and Buyer represent and warrant to each other that they have dealt with no brokers, real estate agents, finders or the like in connection with this transaction, other than **Cerron Commercial Properties, LLC** (the "**Seller's Broker**"), which represents Seller, and **Davis Real Estate Services Group, LLC** (the "**Buyer's Broker**"), which represents Buyer. Seller agrees to pay a commission of 6%, to be split equally between Seller's Broker and Buyer's Broker. Seller and Buyer agree to indemnify each other and to hold each other harmless against all claims, damages, costs or expenses of or for any brokers' fees or commissions resulting from their actions or agreements regarding the execution or performance of this Agreement, other than the fees payable to

Seller's Broker and Buyer's Broker as above provided, and will pay all costs of defending any action or lawsuit brought to recover any such fees or commissions incurred by the other party, including reasonable attorneys' fees.

15. **Assignment.** Buyer shall have the right to assign its interest in this Agreement to an entity in which **Mark A. Davis** has an equity interest, subject to such entity providing a replacement Letter of Credit for the entity and entering the contract required under Section 3. Buyer may not otherwise assign its interest in this Agreement without the prior written consent of Seller, which consent shall not be unreasonably withheld, delayed or conditioned.
16. **Survival.** Except as otherwise provided above, all of the terms of this Agreement will survive and be enforceable after the Closing.
17. **Notices.** Any notice or communication required or permitted to be given by any party to the other shall be in writing and shall be deemed to have been given in accordance with this Agreement if it is delivered personally to Seller or Buyer, when sent by electronic mail (with electronic confirmation of transmission), or if mailed to either Seller or Buyer postage prepaid in a sealed wrapper by United States Mail (certified mail – return receipt requested), addressed as follows:

If to Seller: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044
Attn: City Administrator

And To: Campbell Knutson, P.A.
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Attn: Andrea McDowell Poehler

If to Buyer: Lakeville 210 MOB Investors LLC
Attn: Mark A Davis
33 S. 6th Street, Suite 4650
Minneapolis, MN 55402
mdavis@davishre.com

And To: Varnum, LLP
Kevin S. Macaddino, Esq.
39500 High Pointe Blvd., Suite 350

Novi, MI 48375
ksmacaddino@varnumlaw.com

Mailed notices shall be deemed effective three (3) business days after the date of mailing and electronic mails notices shall be deemed effective the date of the electronic confirmation of transmission. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, ten (10) days prior to the effective date of such change.

18. **Captions.** The Section headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
19. **Entire Agreement; Modification.** This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless in writing executed by the parties.
20. **Binding Effect.** This Agreement binds and benefits the parties and their successors and assigns.
21. **Controlling Law.** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
22. **Remedies.** If Buyer defaults under this Agreement, Seller shall have the right and option to terminate this Agreement by giving written notice to Buyer. If Buyer fails to cure such default within ten (10) days of the date of such notice (“**Buyer Cure Period**”), this Agreement will terminate, and upon such termination Seller will retain all Earnest Money, Extension Deposit as applicable, and accrued interest thereon as liquidated damages and not as a penalty, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer shall not be liable for damages or specific performance. If Seller defaults under this Agreement, and fails to cure such default within ten (10) days’ written notice from Buyer, Buyer’s exclusive remedies shall be (i) the immediate return of the refundable Earnest Money plus Buyer’s reasonable out of pocket costs to pursue this transaction (not to exceed \$25,000) or (ii) to apply for and to receive from a court of competent jurisdiction equitable relief by way of specific performance to enforce Seller’s performance of the terms of this Agreement, provide that any such action for specific performance must be brought within one-hundred eighty (180) days after Seller’s default, or else such remedy shall be deemed to be waived and forfeited by Buyer..

23. **Third-Party Beneficiary.** There are no third-party beneficiaries of this Agreement, intended or otherwise.
24. **No Joint Venture or Partnership.** Seller and Buyer, by entering into this Agreement and completing the transactions described herein, shall not be considered joint venturers or partners.
25. **Time Periods.** If the time for performance of any obligations under this Agreement expires on a day that is not a business day, the time for performance shall be extended to the next business day. Business Days. As used in this Agreement, the phrase “business day” shall be deemed to mean all days other than Saturdays, Sundays and legal holidays in the state in which the Real Property is located and those days on which banking institutions in such state are authorized by law to close for business.
26. **Attorneys’ Fees.** If either Seller or Buyer files any action or brings any proceeding against the other arising out of this Agreement, or is made a party to any action or proceeding brought by a third party arising out of this Agreement without fault of the defending party, then as between Seller and Buyer, the prevailing party in any such action or proceeding shall be entitled to recover, as an element of its costs of suit and not as damages, reasonable attorneys’ fees to be fixed by the Court. The “prevailing party” shall be the party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover its costs shall not recover attorneys’ fees. No sum for attorneys’ fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to attorneys’ fees.
27. **Counterparts.** For the convenience of the parties, any number of counterparts of this Agreement may be executed and each such executed counterpart shall be deemed an original, but all such counterparts together shall constitute one and the same agreement. This Agreement may be executed and delivered electronically, by email and digital transmission.
28. **Further Acts.** Buyer and Seller agree to do such further acts and execute, deliver, file and record such further documents and instruments as may be reasonably necessary to effectuate, evidence, and record the transactions contemplated by this Agreement.
30. **Computation of Time.** In computing any period of time pursuant to this Agreement, the day of the act or event from which the designated period of time begins to run will not be included. The last day of the period so computed will be included, unless it is a Saturday, Sunday or Holiday, in which event the period runs until the end of the next day which is not a Saturday, Sunday or Holiday. “Holiday” means New Year's Day, January 1; Martin

Luther King's Birthday, the third Monday in January; Washington's and Lincoln's Birthday, the third Monday in February; Memorial Day, the last Monday in May; Independence Day, July 4; Labor Day, the first Monday in September; Christopher Columbus Day, the second Monday in October; Veterans Day, November 11; Thanksgiving Day, the fourth Thursday in November; and Christmas Day, December 25; provided, when New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Sunday, the following day shall be a Holiday and, provided, when New Year's Day, Independence Day, Veterans Day, or Christmas Day falls on Saturday, the preceding day shall be a Holiday.

31. **Time of the Essence.** All times, wherever specified herein for the performance by Seller or Buyer of their respective obligations hereunder, are of the essence of this Agreement.
32. **1031 Exchange Cooperation.** Upon request, Buyer and Seller shall cooperate with each other in effectuating a tax-deferred exchange under Section 1031 of the Internal Revenue Code and related regulations ("1031 Exchange"); provided, however, that the Closing shall not be delayed and the Party shall not as a result of the other Party's 1031 Exchange incur any greater expense or liability in connection with the transactions contemplated under this Agreement than they would have incurred without said 1031 Exchange. Buyer and Seller shall execute all documents reasonably requested by the other Party or any "Qualified Intermediary" as that term is defined by Internal Revenue Service Regulations, Rev. Proc. 2000-12, 2000-4 I.R.B. 387, to effectuate said 1031 Exchange (including assignment of rights and obligations under this Agreement to the Qualified Intermediary). The parties shall take all further actions reasonably necessary to effectuate said 1031 Exchange, provided, however, that neither Party shall not be obligated to: (a) sign a promissory note or mortgage or any other document that might impose liability on them; or (b) acquire title to any 1031 Exchange property.
33. **Severability.** The invalidity or unenforceability of any term or terms of this Agreement shall not invalidate, make unenforceable or otherwise affect any other term of this Agreement, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted, and in such event, the remaining terms of this Agreement shall remain in full force and effect.

34. **Acceptance of Agreement by Seller and Buyer.** This Agreement shall be null and void unless it is accepted by both Seller and Buyer and a fully executed copy is returned to each party on or before **5:00 p.m. on January 10, 2025.**

{Signatures on following page}

Seller and Buyer have executed this Agreement effective as of the latest date opposite their signatures below.

SELLER:

City of Lakeville,
a Minnesota municipal corporation

Date: _____, 20__

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

BUYER:

Lakeville 210 MOB Investors LLC, a
Minnesota limited liability company

By: **Davis Investment Management LLC,**
a Minnesota limited liability company
Its: Manager

Date: December 18, 2024

By: 
Mark A. Davis
Its: Manager

Acknowledgement of Acceptance:

BUYER:

Lakeville 210 MOB Investors LLC, a
Minnesota limited liability company

By: **Davis Investment Management LLC**,
a Minnesota limited liability company
Its: Manager

Date of Receipt of Seller's Acceptance:
_____, 20__

By: _____
Mark A. Davis
Its: Manager

EXHIBIT A

CONCEPT PLAN

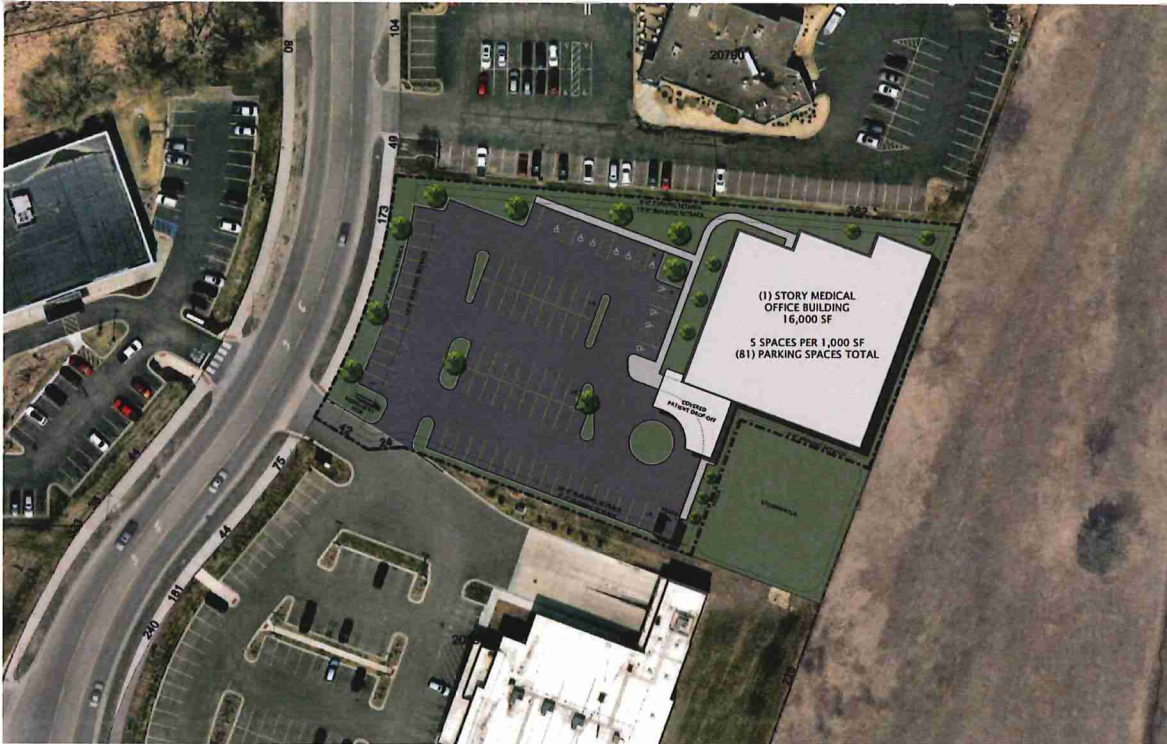


EXHIBIT B

[BANK LETTERHEAD]

IRREVOCABLE LETTER OF CREDIT

No. _____
Date: _____

TO: City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Dear Sir or Madam:

We hereby issue, for the account of Lakeville 210 MOB Investors LLC and in your favor, our Irrevocable Letter of Credit in the amount of \$_____, available to you by your draft drawn on sight on the undersigned bank.

The draft must:

- a) Bear the clause, "Drawn under Letter of Credit No. _____, dated _____, 2____, of (Name of Bank) _____";
- b) Be signed by the City Administrator or Finance Director of the City of Lakeville.
- c) Be presented for payment at (Address of Bank) _____, on or before 4:00 p.m. on November 30, 2_____.

This Letter of Credit shall automatically renew for successive one-year terms unless, at least forty-five (45) days prior to the next annual renewal date (which shall be November 30 of each year), the Bank delivers written notice to the Lakeville Finance Director that it intends to modify the terms of, or cancel, this Letter of Credit. Written notice is effective if sent by certified mail, postage prepaid, and deposited in the U.S. Mail, at least forty-five (45) days prior to the next annual renewal date addressed as follows: Lakeville Finance Director, Lakeville City Hall, 20195 Holyoke Avenue, Lakeville, MN 55044, and is actually received by the Finance Director at least thirty (30) days prior to the renewal date.

DEMAND(S) FOR PAYMENT MAY ALSO BE MADE BY FACSIMILE TRANSMISSION TO _____ OR SUCH OTHER FAX NUMBER AS (NAME OF ISSUING BANK) MAY IDENTIFY IN A WRITTEN NOTICE TO YOU. TO THE EXTENT PRESENTATION IS MADE BY FACSIMILE TRANSMISSION YOU MUST PROVIDE TELEPHONE NOTIFICATION THEREOF TO (NAME OF ISSUING BANK) AT TELEPHONE NUMBER: _____ PRIOR TO OR SIMULTANEOUSLY WITH THE SENDING OF SUCH FACSIMILE TRANSMISSION. HOWEVER, THE ABSENCE OF SUCH TELEPHONE CONFIRMATION AS DESCRIBED ABOVE DOES NOT AFFECT OUR OBLIGATION TO HONOR SUCH DRAWING, IF SUCH DRAWING IS OTHERWISE IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS IRREVOCABLE LETTER OF CREDIT. IF DEMAND FOR PAYMENT IS MADE BY FAX, PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

OR

DEMAND(S) FOR PAYMENT TO BE MADE VIA EMAIL TO _____. PRESENTATION OF ORIGINAL DOCUMENTS IS NOT REQUIRED.

This Letter of Credit sets forth in full our understanding which shall not in any way be modified, amended, amplified, or limited by reference to any document, instrument, or agreement, whether or not referred to herein.

This Letter of Credit is not assignable. This is not a Notation Letter of Credit. More than one draw may be made under this Letter of Credit.

This Letter of Credit shall be governed by the most recent revision of the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 600.

We hereby agree that a draft drawn under and in compliance with this Letter of Credit shall be duly honored upon presentation.

[NAME OF BANK]

BY: _____

Its _____



Date: 1/6/2025

Accepting Donation From Kelvie Custom Cleaning, LLC

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept a \$50.00 donation from Kelvie Custom Cleaning, LLC to the Lakeville Fire Department.

Overview

Lakeville Fire Department was presented a donation of \$50.00 from Mid-State Reclamation. The donation will be used to purchase Fire Prevention Supplies.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Michael Meyer, Fire Chief
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Date: 1/6/2025

Designation of Legal Newspaper for 2025

Proposed Action

Staff recommends adoption of the following motion: Move to designate Sun Thisweek as Lakeville's official legal newspaper for 2025.

Overview

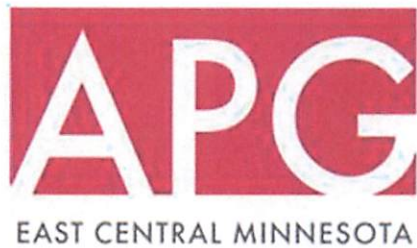
Minnesota Statute 412.831 requires annual designation of an Official Newspaper: "The council shall, annually at its first meeting of the year, designate a legal newspaper of general circulation in the city as its official newspaper, in which shall be published such ordinances and other matters as are required by law to be so published and such other matters as the council may deem it advisable and in the public interest to have published in this manner."

As required, each year, the City designates a newspaper to be used for its legal notices. We have designated Sun Thisweek for the last three years. Due to the local nature of the newspaper and free online access (for legal notices), staff is recommending that we continue with the Sun Thisweek as the designated legal newspaper for 2025. The deadlines for submitting legal notices to the paper also coincides with our City Council and Planning Commission meeting dates. This paper currently qualifies for designation as a legal newspaper and is delivered via USPS to 2,165 subscribers.

Supporting Information

1. 2025 Legal Newspaper Bids

Financial Impact: \$3,244 Budgeted: Yes Source: 2025 Legal Newspaper Bids Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Tierney Helmers



November 18, 2024

City of Lakeville
City Council
20205 Holyoke Avenue
Lakeville, MN 55044

Dear City Council Members,

Please accept the following bid from the **Lakeville Sun Thisweek** for legal newspaper designation for the City of Lakeville. This newspaper is qualified by the State of Minnesota as a legal newspaper under Minnesota Statutes Section 331A.02, Subd. 1.

The following rate structure for legals is effective January 1, 2025:

Per column inch rate: **\$6.20**

Characters per inch: **320**

Lines per inch: **9**

A notarized affidavit will be provided for each notice published. A \$20 charge will be assessed on legal notices that require typing.

All published legal notices are posted on the **Sun Thisweek** and the *Minnesota Newspaper Association* websites at no additional charge. The Sun Thisweek websites receive a monthly average of over 99,000 views. The notices are available for the public to view at no cost. The **Sun Thisweek** has 2,165 subscribers and is available at local stores for purchase.

The **Sun Thisweek** is published weekly on Fridays. The deadline is 2:00 p.m. on Tuesday for publication on Friday of the same week. Early deadlines apply during a holiday week. Please email legal notices to **publicnotice@apgecm.com**.

Thank you for considering the **Sun Thisweek** as the official newspaper for the City of Lakeville for the upcoming year. We appreciate the opportunity to serve the needs of your community.

Sincerely,

A handwritten signature in blue ink that reads 'Tonya Orbeck'.

Tonya Orbeck

Adams Publishing Group

Legal Notice Department Manager

763-691-6001

15322 Galaxie Avenue #219 Apple Valley, MN 55124 • 952-894-1111 • SUNTHISWEEK.COM

Tierney Helmers
City of Lakeville

Dear Tierney Helmers,

Thank you for the opportunity to bid on the public notice publications for City of Lakeville.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, and Washington Counties and Western Wisconsin.

Our Legal Publication rates for all notices for 2025 are as follows:

\$7.70 per column inch per publication *(this = \$0.55 per line, there are 14 lines per column inch)

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

Full Run – 124,711, all notices will be published full run.

DEADLINE TO SUBMIT LEGAL NOTICES:

Deadlines for Liner (text only) ads.	
Publication Day	Deadline to submit materials
Monday	Friday, 4pm
Tuesday	Monday, 12pm
Wednesday	Tuesday, 12pm
Thursday	Wednesday, 12pm
Friday	Thursday, 12pm
Saturday	Friday, 11am
Sunday	Thursday, 4pm

Deadlines for Display ads.	
Notice includes chart, graphics, map, or any special formatting.	
Publication Day	Deadline to submit materials
Monday	Friday, 2pm
Tuesday	Monday, 11am
Wednesday	Tuesday, 11am
Thursday	Wednesday, 11am
Friday	Thursday, 11am
Saturday	Friday, 9am
Sunday	Thursday, 3pm

All legal notices should be emailed to legals@pioneerpress.com after doing so, you'll be sent an email confirming receipt of your information and you'll be contacted shortly. You will be emailed a proof (which includes the cost). An affidavit will be emailed after the notice publishes.

Let me know if you would be considering the Saint Paul Pioneer Press as the official legal newspaper for City of Lakeville. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,



True Lee – Advertising
tlee@pioneerpress.com



From: [Deleeuw, Elizabeth](#)
To: [Helmers, Tierney](#)
Subject: FW: Bid for Legal Advertising - City of Lakeville
Date: Monday, November 18, 2024 3:57:03 PM
Attachments: [image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Hi again, Tierney.

For Lakeville, MN -

- Weekday HD: 900
- Weekday SC: 170
- Weekday Combo: 1,070

- Sunday HD: 1,830
- Sunday SCES: 460
- Sunday Combo: 2,290

For Dakota County, MN -

- Weekday HD: 7,000
- Weekday SC: 1,400
- Weekday Combo: 8,400

- Sunday HD: 12,890
- Sunday SCES: 3,540
- Sunday Combo: 16,430

Liz Deleeuw

Advertising Account Executive
C: 612-743-0133
elizabeth.deleeuw@startribune.com



From: Deleeuw, Elizabeth <elizabeth.deleeuw@startribune.com>
Sent: Friday, November 15, 2024 4:53 PM
To: Helmerts, Tierney <thelmerts@lakevillemn.gov>
Subject: Bid for Legal Advertising - City of Lakeville

Hi Tierney,

Thanks for the email and for looking for a bid from MN Star Tribune for the City of Lakeville.

Sure, here's the information for 2025.

I am requesting specific circulation numbers for Lakeville and Dakota County and will have that info by Wed. from the GIS team. Will this work?

Thanks so much and have a great weekend.
Please let me know if you need anything else.

Liz



Why choose Star Tribune when it comes to Legal Notices?

Because we offer everything you need to be successful, including a simple placement process, fair rates, timely turnaround, and the legal qualification to meet all statute requirements.



2025 DESIGNATED LEGAL NEWSPAPER RATES:

- **\$1.58 per line per day.** Approximately \$17.90 per column inch. 12 lines per column inch.
 - **Notices are charged per line not per column inch**, so you are not paying for space you are not using.
 - Pricing applies to legal notices/public hearing notices only.
-

PLACEMENT:

- Minnesota Statute 412.831 requires annual designation of an official newspaper. Star Tribune is a qualified legal newspaper, publishing legal notices 7 days per week.
 - Primary areas served: Anoka County, Ramsey County, Dakota County, Hennepin County, Scott County, Carver County, Wright County, and Sherburne County.
 - **Legal notices will also run on StarTribune.com at no extra charge.**
 - **Legal Notices will also run on the MNA Public Notice website at no extra charge, a requirement for the State of Minnesota.** <https://www.mnpublicnotice.com>
-

DEADLINES - (applies to placement, changes & cancellations):

- Two days prior to first publication date at 4pm CST.
- Legal display deadlines are advanced 24-48 hours.
- Deadlines will be advanced for holidays/special occasions.
- Affidavits must be emailed 24-48 business hours after last publication date.

Monday: Friday 4pm

Tuesday: Friday 4pm

Wednesday: Monday 4pm

Thursday: Tuesday 4pm

Friday: Wednesday 4pm

Saturday: Thursday 4pm

Sunday: Friday 4pm

CIRCULATION:

- Sunday - 206,724
- Monday - 98,486
- Tuesday - 98,486
- Wednesday - 98,486
- Thursday - 98,486
- Friday - 98,486
- Saturday - 98,486

Star Tribune Print, DMA (AAM News Media Statement, September 30 2022)

For more information and to advertise, contact [Liz Deleeuw](#) or email



Date: 1/6/2025

Resolution Accepting Wellness Grant Funding

Proposed Action

Staff recommends adoption of the following motion: Approve resolution accepting grant to the City of Lakeville from Southeast Service Cooperative 2024 Wellness Funding Program.

Overview

The City of Lakeville continues to be dedicated to helping employees create and maintain a healthy lifestyle. The Lakeville Envision Wellness committee applied and received a grant through Southeast Service Cooperative for 2024.

The funds will be used to financially help support wellness initiatives that were offered by the committee. For 2024 the committee offered employees a reimbursement for fitness trackers, an incentive for completing four wellness offerings throughout the year and the ability to participate in two educational seminars.

Supporting Information

1. Wellness Grant Resolution 2025

Financial Impact: \$3500 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resources Director

CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Accepting Grant from Southeast Service Cooperative 2024 Wellness Funding

WHEREAS, the City of Lakeville supports the grant application process of Southeast Service Cooperative 2024 Wellness Funding Program is being awarded \$3,500 for the City's Envision Wellness Program; and

WHEREAS, Minnesota Statute 465.03 requires that all gifts and donations of real or personal property be accepted only with the adoption of a resolution of the governing body.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota, that the grant awarded from Southeast Service Cooperative 2024 Wellness Funding Program is hereby officially accepted; and

BE IT FURTHER RESOLVED that the City of Lakeville sincerely thanks Southeast Service Cooperative for the 2024 wellness funding.

ADOPTED by the Lakeville City Council this 6th day of January 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 1/6/2025

Resolution Supporting Dakota County's Application for Funding Through the Fiscal Year 2025 Rebuilding American Infrastructure with Sustainability and Equity Grant Program for the Interstate 35 South Transportation Safety and Community Access Improvement Project at Dakota County State Aid Highway 50

Proposed Action

Staff recommends adoption of the following motion: Move to approve a resolution supporting Dakota County's application for funding through the Fiscal Year 2025 Rebuilding American Infrastructure with Sustainability and Equity Grant Program for the Interstate 35 South Transportation Safety and Community Access Improvement Project at Dakota County State Aid Highway 50, City Project 26-05.

Overview

The United States Department of Transportation issued a Notice of Funding Opportunity for the Fiscal Year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program for transportation infrastructure projects with significant local or regional impact. The Federal Funding is provided by the Infrastructure Investment and Jobs Act (a.k.a. Bipartisan Infrastructure Law or "BIL") that authorized and appropriated \$1.5 billion annually (Fiscal Years 2022-2026) for Local and Regional Project Assistance Program Grants under National Infrastructure Investments. The deadline for the Fiscal Year 2025 RAISE application is January 30, 2025 with selections expected to be announced no later than June 28, 2025.

The Interstate 35 South Transportation Safety and Community Access Improvement Project at Dakota County State Aid Highway 50 is identified as a City Legislative Priority, and Dakota County is applying for federal funding. A City Council resolution certifying project support is a requirement of the application.

Supporting Information

1. 2025.01.06 Resolution of Support

Financial Impact: \$0 Budgeted: No Source: N/A Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Zach Johnson, City Engineer
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**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-

Resolution Supporting Dakota County's Application for Funding Through the Fiscal Year 2025 Rebuilding American Infrastructure with Sustainability and Equity Federal Grant Program for the Interstate 35 and Dakota County State Aid Highway 5/50 Interchange Area Improvements

WHEREAS, the United States Department of Transportation issued a notice of funding opportunity for the Fiscal Year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program; and

WHEREAS, the funding is intended to provide additional investment in locally or regionally significant transportation infrastructure projects that improve safety, enhance economic growth and development of interstate commerce, and remove barriers to community access; and

WHEREAS, funding for the RAISE program is provided by the Infrastructure Investment and Jobs Act and/or additional funding that may become available under the Fiscal Year 2025 Appropriations Act; and

WHEREAS, Dakota County, with support from the City of Lakeville, is applying for funding for the Interstate 35 and Dakota County State Aid Highway 5/50 Interchange Area Improvements, including transportation safety and community access improvements; and

WHEREAS, Dakota County is requesting \$25,000,000 in RAISE funding; and

WHEREAS, Dakota County secured \$5,040,000 in federal funding in the Fiscal Year 2023 federal budget to complete planning, design, and environmental analyses to ensure the project is shovel-ready and support efforts to explore funding options and leverage bonding/grant opportunities at the federal, state, and regional levels; and

WHEREAS, to demonstrate local support and community consensus for the project, the City of Lakeville is submitting this Resolution of Support; and

WHEREAS, the project will advance public safety initiatives, bolster the success of the local, regional, state, and national economy, and strengthen citizens' quality of life; and

WHEREAS, the project will help to improve regional highway and bridge performance and enhance interstate commerce of this Tier 1 regional freight corridor, essential to local businesses and the region; and

WHEREAS, the project will provide long-term sustainable travel for all motorists and transit by reducing congestion, improving safety, improving travel times and creating a future MnPASS corridor; and

WHEREAS, the current interchange and bridges are deficient in capacity and geometry, and a new interchange and bridges are necessary to address long-standing traffic congestion and safety concerns; and

WHEREAS, the City of Lakeville has invested or \$20 million along the Dakota County State Aid Highway 50 corridor in preparation for this project.

NOW, THEREFORE, BE IT RESOLVED that the City of Lakeville hereby supports an application to the Fiscal Year 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program for the Interstate 35 and Dakota County State Aid Highway 5/50 Interchange Area Improvements.

ADOPTED by the City Council this 6th day of January 2025.

CITY OF LAKEVILLE:

BY: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 1/6/2025

Award of Construction Contract to Sunram Construction for North Creek Stormwater Infrastructure Maintenance

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution awarding a construction contract to Sunram Construction for North Creek Stormwater Infrastructure Maintenance.

Overview

The City Council adopted a resolution awarding a contract for construction of City Project 20-62 on October 3, 2022. City Project 20-62 was stream restoration of the North Creek (tributary to the Vermillion River) between Highview Avenue and Cedar Avenue, and included design elements to stabilize stream banks, improve water quality and reduce localized flooding by reconnecting the stream to adjacent floodplains/wetlands.

A segment of the North Creek, near Foxborough Park, is experiencing erosion and sediment loading due to several significant rainfall events in 2024. To repair the erosion and maintain the improvements completed with City Project 20-62, the following maintenance activities are proposed: a) minor regrading/stabilizing of the creek banks, b) installing additional riprap to existing check dams to reinforce creek banks/reduce scouring, and c) removing accumulated sediment from impacted public storm sewer system outlets along the creek. The improvements are designed to restore the North Creek's functionality, mitigate future erosion and preserve the City's stormwater infrastructure investment.

The City received three quotes for maintenance activities related to City Project 20-62 on December 20, 2024, ranging from a low quote of \$61,908.00 submitted by Sunram Construction to a high quote of \$90,000.00. The engineer's estimate of the construction cost was \$84,120.00.

Supporting Information

1. 2025.01.06 Resolution Awarding Contract
2. 2025.01.06 Agreement
3. 2024.12.20 Stantec Quote Recommendation Memo

Financial Impact: \$61,908.00 Budgeted: Yes Source: Utility Fund - Environmental Res. Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Maria Friedges, Environmental Resources Specialist
--

CITY OF LAKEVILLE

RESOLUTION NO. 25-

**Resolution Awarding Construction Contract to Sunram Construction, Inc.
for North Creek Stormwater Infrastructure Maintenance**

WHEREAS, the City of Lakeville received quotes on Friday, December 20, 2024, for North Creek Stormwater Infrastructure Maintenance related to City Project 20-62; and

WHEREAS, the lowest responsible quote was from Sunram Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lakeville, Minnesota:

Hereby awards the contract to the lowest responsible quoter that meets all the quote requirements, Sunram Construction, Inc., with a quote in the amount of \$61,908.00. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 6th day of January 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville ("Owner") and
Sunram Construction, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: North Creek Maintenance Project, City Project No. 20-62.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

The project will include check dam repairs, vegetated riprap, debris removal from creek and flared end section outfalls, outfall cleanout and stabilization, erosion and sediment control, MnDOT class II and III riprap placement, live stakes, seeding, and site restoration.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by the City of Lakeville City Engineer.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially completed on or before **March 14, 2025**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions. Substantial Completion shall include Substantial Completion shall include all removals, grading, placement of riprap, all in-stream work, and restoration work.
- B. The Work will be final completed on or before **June 6, 2025**.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty);
1. The liquidated damages shall be in accordance with Table 1807-1 Schedule of Liquidated Damages for all stated completion dates, as well as any intermediate completion dates.
 2. Failure to complete wear course paving and open the roadway to traffic consistent with completion dates outlined in the General Conditions.

3. Failure to provide temporary stabilization and appropriate erosion/sediment control.
4. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$ 61,908.00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce the Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference IDs identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- K. Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or the with the consent of the Owner.
- L. The Contract Documents shall not be construed as creating any contractual relationship between the Owner and any subcontractor.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 8 to 9, inclusive).
 - 3. Payment bond (pages 10 to 11, inclusive).
 - 4. Other bonds.
 - a. Maintenance bond (pages 12 to 13, inclusive).
 - 5. General Conditions (pages 14 to 68, inclusive).
 - 6. Supplementary Conditions (pages 69 to 82, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 4 sheets with each sheet bearing the following general title: North Creek Maintenance Project, dated 12/06/2024.
 - 9. Addenda (numbers 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 83 to 89, inclusive).
 - b. Non-Collusion Affidavit
 - c. Responsible Contractor Verification and Certification Form
 - 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 - 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.06 *Indemnity*

- A. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

10.07 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

10.08 *Software License.*

- A. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

- A. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

10.10 *Assignment.*

- A. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

10.11 *Permits and Licenses; Rights-of-Way and Easements.*

- A. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on January 6, 2025 (which is the Effective Date of the Contract).

Note that the Effective Date of the Contract should match the dates of any construction bonds, if possible. The bonds shall not be dated earlier than the effective date of the Contract.

OWNER:

City of Lakeville

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

CONTRACTOR:

Sunram Construction, Inc.

By: Ryan M. Sunram

Title: President

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Annelle Shier

Title: NOTARY

Address for giving notices:
20010 75th Ave. North
Corcoran MN 55340

License No.: BC645280

(where applicable)

To: Zach Johnson, PE, City of Lakeville From: Nick Wyers, PE, Stantec
McKenzie Cafferty, City of Lakeville Joey Pesik, EIT, Stantec
Project/File: 227707311 Date: December 20, 2024
Subject: Quote Results – City of Lakeville North Creek Maintenance Project: CP 20-62

Council Action Requested

Staff is recommending Council authorize a Notice of Award for the construction of the North Creek Maintenance Project.

Quote Results

Three quotes were received on Friday, December 20th for the North Creek Maintenance Project. Quote results are summarized below and details are in the attached table.

Contractor	Bid Amount
• Sunram Construction, Inc.	\$ 61,908.00
• Bituminous Roadways, Inc.	\$ 88,635.50
• Geomorphic Restoration, Inc.	\$ 90,000.00

The low quote is from Sunram Construction, Inc. with a bid of \$61,908.00. The Engineer's estimate was approximately \$84,120.00.

Engineer's Recommendation

The bids were competitive, therefore, Stantec recommends that the project be awarded to Sunram Construction, Inc. for \$61,908.00.

Stantec Consulting Services Inc.



Nick Wyers
Civil Engineer/Project Manager
Phone: 763-420-2140
Nick.Wyers@stantec.com

Attachments:

- Bid Tab



Project Name: North Creek Maintenance Project Restoration

Bid Opening: Friday, December 20, 2024

Owner: The City of Lakeville

BID TABULATION				Quoter No. 1		Quoter No. 2		Quoter No. 3	
				Sunram Construction, Inc.		Bituminous Roadways		Geomorphic Restoration	
Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID:									
QUOTE SCHEDULE A: NORTH CREEK MAINTENANCE									
1	MOBILIZATION AND DEMOBILIZATION	LS	1	\$8,400.50	\$8,400.50	\$10,000.00	\$10,000.00	\$9,000.00	\$9,000.00
2	TRAFFIC CONTROL	LS	1	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00
3	CLEAR & GRUB	SY	4	\$650.00	\$2,600.00	\$1,000.00	\$4,000.00	\$750.00	\$3,000.00
4	STREET SWEEPER W/ PICKUP BROOM	HR	6	\$150.00	\$900.00	\$220.00	\$1,320.00	\$150.00	\$900.00
5	REMOVE EXISTING BIOLOGS	LS	1	\$1,250.00	\$1,250.00	\$1,000.00	\$1,000.00	\$1,550.00	\$1,550.00
6	REMOVE DEBRIS FROM CHANNEL	LS	1	\$1,950.00	\$1,950.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
7	REMOVE DEBRIS FROM FLARED END SECTION	EA	1	\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
8	REMOVE AND REPLACE TRAIL	SY	20	\$100.00	\$2,000.00	\$80.00	\$1,600.00	\$75.00	\$1,500.00
9	SALVAGE AND RESPREAD TOPSOIL	CY	20	\$50.00	\$1,000.00	\$60.00	\$1,200.00	\$75.00	\$1,500.00
10	MNDOT CLASS II RIPRAP (CHECK DAMS)	TON	128	\$100.00	\$12,800.00	\$145.00	\$18,560.00	\$150.00	\$19,200.00
11	CLASS II VEGETATED RIPRAP	TON	84	\$110.00	\$9,240.00	\$160.00	\$13,440.00	\$150.00	\$12,600.00
12	MNDOT CLASS III RIPRAP (FLARED END SECTIONS)	TON	12	\$110.00	\$1,320.00	\$150.00	\$1,800.00	\$150.00	\$1,800.00
13	TEMPORARY CONSTRUCTION ENTRANCE - MAINTAINED	LS	3	\$600.00	\$1,800.00	\$1.00	\$3.00	\$2,500.00	\$7,500.00
14	CATEGORY 25 EROSION CONTROL BLANKET	SY	215	\$3.50	\$752.50	\$3.00	\$645.00	\$5.00	\$1,075.00
15	CATEGORY 37 COIR EROSION CONTROL BLANKET	SY	215	\$8.00	\$1,720.00	\$8.50	\$1,827.50	\$7.00	\$1,505.00
16	SEDIMENT CONTROL LOG TYPE STRAW - MAINTAINED	LF	250	\$5.00	\$1,250.00	\$5.00	\$1,250.00	\$6.00	\$1,500.00
17	FLOATATION SILT CURTAIN TYPE MOVING WATER - MAINTAINED	LF	45	\$25.00	\$1,125.00	\$15.00	\$675.00	\$25.00	\$1,125.00
18	MN STATE SEED MIX 34-261 (RIPARIAN SOUTH AND WEST)	LBS	46	\$25.00	\$1,150.00	\$45.00	\$2,070.00	\$60.00	\$2,760.00
19	MNDOT TYPE 3 MULCH (STRAW)	SY	6,820	\$0.30	\$2,046.00	\$0.75	\$5,115.00	\$1.00	\$6,820.00
QUOTE SCHEDULE B: FLARED END CLEANOUT									
20	SEDIMENT EXCAVATION (FLARED END SECTIONS) - LANDFILL DISPOSAL (LV)	CY	15	\$93.00	\$1,395.00	\$120.00	\$1,800.00	\$125.00	\$1,875.00
21	PIPE JETTING & CLEANING	LF	379	\$11.00	\$4,169.00	\$30.00	\$11,370.00	\$10.00	\$3,790.00
22	MNDOT CLASS III RIPRAP (FLARED END SECTIONS)	TON	24	\$110.00	\$2,640.00	\$150.00	\$3,600.00	\$150.00	\$3,600.00
23	STRUCTURE MARKER SIGN & POST	EA	2	\$250.00	\$500.00	\$180.00	\$360.00	\$200.00	\$400.00
TOTAL BASE BID				\$61,908.00		\$88,635.50		\$90,000.00	
Contractor Name and Address:				Sunram Construction, Inc.		Bituminous Roadways, Inc.		Geomorphic Restoration, Inc.	
Phone:				20010 75th Ave. North		1520 Commerce Dr.		4197 Gothenberg Rd	
Email:				Corcoran, MN 55340		Mendota Heights, MN 55120		Duluth, MN 55803	
Signed By:				(763) 420-2140		(651) 686-7001		(608) 317-0567	
Title:				ryan@sunramconstructioninc.com		Dusty.Ordorff@Bitroads.com		brice@geomorphicrestoration.com	
Addenda Acknowledged:				Ryan M. Sunram		Dusty Ordorff		Brice Wizner	
				President		Vice President		President	
				1		1		1	



Date: 1/6/2025

Resolution Accepting Grant from Minnesota Chiefs of Police Foundation

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution to accept \$2500.00 grant awarded from the Minnesota Chiefs of Police Foundation.

Overview

The Lakeville Police Department was awarded a \$2500.00 grant for crisis care activity items. Our Support Services Liaison, in collaboration with our Embedded Social Worker, requested funds to support their purchase of activity items for children, teens, and adults in crisis. These items will provide an activity to distract individuals in crisis from negative thoughts or destructive behaviors after their initial call or follow-up. These activity items will also be used as a gift to children that may have experienced a parent going through a crisis.

Supporting Information

None

Financial Impact: \$2500 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Brad Paulson, Chief of Police

CITY OF LAKEVILLE

RESOLUTION NO. _____

**RESOLUTION ACCEPTING GRANT FROM MINNESOTA CHIEFS OF POLICE
FOUNDATION**

WHEREAS, MN Statute 465.03 requires that cities accept donations for the benefit of its citizens in accordance with the terms prescribed by the donor; and

WHEREAS, the City of Lakeville's Police Department has received a donation of money, goods, or property from Minnesota Chiefs of Police Foundation (\$2,500.00); and

WHEREAS, the grant or donation is beneficial to the departments; and

WHEREAS, the additional revenue received may require the City to incur additional expenditures in order to comply with grant agreements and restricted donations.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota that the grant or donation is hereby officially accepted and acknowledged with gratitude to the donor; and

BE IT FURTHER RESOLVED that City staff is authorized to amend the budget to comply with grant agreements and restrictive donations.

CITY OF LAKEVILLE:

Luke M Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



Date: 1/6/2025

**Resolutions Awarding Construction Contract and Authorizing Funding
for Citywide Trail Gaps Improvement Project (Phase II)**

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolutions awarding construction contract to UrbanEdge Solutions & Supply LLC and authorizing funding and 2025 budget amendments and transfers for Citywide Trail Gaps Improvements (Phase II), City Project 23-06.

Overview

On Friday, December 13, 2024, the City received five bids for City Project 23-06 (Phase II) ranging from a low bid of \$992,746.25 submitted by UrbanEdge Solutions & Supply LLC to a high bid of \$1,652,826.26. The engineer's construction estimate was \$1,102,607.50. The total estimated project cost is \$1,320,000.

Construction is scheduled for Spring/Summer 2025.

Supporting Information

1. 2025.01.06 Resolution Awarding Contract
2. 2025.01.06 Agreement
3. Bid Summary
4. 2025.01.06 Resolution Authorizing Funding

Financial Impact: \$1,320,000.00 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alanna Sobottka, Civil Engineer

CITY OF LAKEVILLE

RESOLUTION NO. 25-

**Resolution Awarding Construction Contract to UrbanEdge Solutions & Supply LLC
for Citywide Trail Gaps Improvements (Phase II)**

WHEREAS, the City of Lakeville received sealed bids on Friday, December 13, 2024, for Citywide Trail Gaps Improvements (Phase II), City Project 23-06; and

WHEREAS, the lowest responsible bid was from UrbanEdge Solutions & Supply LLC.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lakeville, Minnesota:

Hereby awards the construction contract to the lowest responsible bidder that meets all the bid requirements, UrbanEdge Solutions & Supply LLC, with a bid in the amount of \$992,746.25. The construction is proposed to be completed as specified in the contract documents.

ADOPTED by the Lakeville City Council this 6th day of January 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT

THIS AGREEMENT is by and between City of Lakeville ("Owner") and
UrbanEdge Solutions & Supply LLC ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: City Wide Trail Gap Improvements Project.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Constructing trail segments to close two trail gaps within the City of Lakeville, specifically located:

- Cedar Ave from Shakespeare Blvd to 205th St W
- Highview Ave from 172nd St W to Interlachen Blvd

The majority of work includes grading, storm sewer improvements, retaining walls, concrete curb and gutter installation, bituminous trail installation, and restoration

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be completed and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions and the requirements of 1806 (Determination and Extension of Contract Time) in Division S of these Contract Documents and the associated MnDOT Standard Specifications for Construction.

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty);

1. The liquidated damages shall be in accordance with the requirements of 1807 (Failure to Complete the Work on Time) in Division S of these Contract Documents and associated MnDOT Standard Specifications for Construction, the plans, and the General Conditions.

2. Failure to provide temporary stabilization and appropriate erosion/sediment control.
3. Liquidated damages will be cumulative, and shall be collected for each portion of the project under construction in which the specified parameters have not been met

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The Contractor's Bid, attached hereto as an exhibit, provides the basis for the extended prices for the Unit Price Work. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

For all Work, at the prices stated in the Contractor's Bid, attached hereto as an exhibit.

Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) \$ 992,746.25.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the third Monday of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 5 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce the Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference identis identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
 - K. Unless otherwise specified in the Contract Documents, the Contractor shall, upon receipt of the executed Contract Documents, submit in writing to the Owner the names of the Subcontractors proposed for the work. Subcontractors may not be changed except at the request or the with the consent of the Owner.

- L. The Contract Documents shall not be construed as creating any contractual relationship between the Owner and any subcontractor.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement
 - 2. Addenda
 - 3. Specifications as listed in the table of contents of the Project Manual
 - 4. Drawings consisting of 62 sheets with each sheet bearing the following general title: CITY WIDE TRAIL GAP IMPROVEMENTS, CITY PROJECT NO. 23-06 (not attached)
 - 5. Supplementary Conditions
 - 6. General Conditions
 - 7. The February 2024 version of City of Lakeville Utility & Street Construction Standard Specifications Book (not attached)
 - 8. Standard Plan Sheets and Standard Plates (not attached)
 - 9. Standard Specifications, including the 2020 Minnesota Department of Transportation Standard Specifications for Construction (not attached)
 - 10. Performance bond
 - 11. Payment bond
 - 12. Other Bonds.
 - a. Maintenance bond
 - 13. Exhibits to this Agreement as listed in the table of contents of the Project Manual and not already identified in Paragraph 9.01.A.
 - 14. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. In the event of a conflict among the provisions of the Contract Documents, the order in which they are listed in 9.01A shall control in resolving any such conflicts. Contract Document “1” has the first priority and Contract Document “14” has the last priority.
- D. There are no Contract Documents other than those listed above in this Article 9.
- E. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. The provisions of MINN. STAT. 16C.285 Responsible Contractor are imposed as a requirement of this Contract. This Contract may be terminated by the Owner at any time upon discovery by the Owner that the prime contractor or subcontractor has submitted a false statement under oath verifying compliance with any of the minimum criteria set forth in the Statute.
- B. The provisions of MINN. STAT. 471.425, subdivision 4a. are imposed as a requirement of this Contract.
 - 1. Each contract of a municipality must require the prime contractor to pay any subcontractor within ten days of the prime contractor's receipt of payment from the municipality for undisputed services provided by the subcontractor. The contract must require the prime contractor to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10. For an unpaid balance of less than \$100, the prime contractor shall pay the actual penalty due to the subcontractor. A Subcontractor who prevails in a civil action to collect interest penalties from a prime contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

10.06 *Indemnity*

- A. The Contractor agrees to indemnify and hold the City harmless from any claim made by third parties as a result of the services performed by it. In addition, the Contractor shall reimburse the City for any cost of reasonable attorney's fees it may incur as a result of any such claims.

10.07 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. Any provision or part of the Contract Documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall

be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provisions.

10.08 *Software License.*

- A. If the equipment provided by the Contractor pursuant to this Contract contains software, including that which the manufacturer may have embedded into the hardware as an integral part of the equipment, the Contractor shall pay all software licensing fees. The Contractor shall also pay for all software updating fees for a period of one year following cutover. The Contractor shall have no obligation to pay for such fees thereafter. Nothing in the software license or licensing agreement shall obligate the City to pay any additional fees as a condition for continuing to use the software.

10.09 *Patented devices, materials and processes.*

- A. If the Contract requires, or the Contractor desires, the use of any design, device, material or process covered by letters, patent or copyright, trademark or trade name, the Contractor shall provide for such use by suitable legal agreement with the patentee or owner and a copy of said agreement shall be filed with the Owner. If no such agreement is made or filed as noted, the Contractor shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of any such patented designed, device, material or process, or any trademark or trade name or copyright in connection with the Project agreed to be performed under the Contract, and shall indemnify and defend the Owner for any costs, liability, expenses and attorney's fees that result from any such infringement.

10.10 *Assignment.*

- A. Neither party may assign, sublet, or transfer any interest or obligation in this Contract without the prior written consent of the other party, and then only upon such terms and conditions as both parties may agree to and set forth in writing.

10.11 *Permits and Licenses; Rights-of-Way and Easements.*

- A. The Contractor shall give all notices necessary and incidental to the construction and completion of the Project. The City will obtain all necessary rights-of-way and easements. The Contractor shall not be entitled to any additional compensation for any construction delay resulting from the City's not timely obtaining rights-of-way or easements.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Note that the Effective Date of the Contract should match the dates of any construction bonds, if possible. The bonds shall not be dated earlier than the effective date of the Contract.

OWNER:

CONTRACTOR:

City of Lakeville

By:

By:

Title:

Title:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:

Title:

Title:

Address for giving notices:

Address for giving notices:

License No.:

(where applicable)

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Bid Abstract		
Report Date	Bid Release	Bid Opening
12/13/2024	11/27/2024	2024-12-13T16:30:00.000Z

Line No.	MnDOT Spec No.	Item Description	Item Unit	Quantity	Est. Price	Est. Total	UrbanEdge Solutions & Supply LLC		Shoreline Landscaping & Contracting		McNamara Contracting Inc		Northland Grading and Excavating		Urban Companies LLC	
							Price	Total	Price	Total	Price	Total	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	\$61,000.00	\$61,000.00	\$62,500.00	\$62,500.00	\$65,360.00	\$65,360.00	\$35,000.00	\$35,000.00	\$75,000.00	\$75,000.00	\$200,000.00	\$200,000.00
2	2101.505	CLEARING	ACRE	0.6	\$35,000.00	\$21,000.00	\$6,360.00	\$3,816.00	\$9,800.00	\$5,880.00	\$21,000.00	\$12,600.00	\$22,000.00	\$13,200.00	\$35,000.00	\$21,000.00
3	2101.505	GRUBBING	ACRE	0.6	\$16,000.00	\$9,600.00	\$5,300.00	\$3,180.00	\$8,600.00	\$5,160.00	\$10,500.00	\$6,300.00	\$11,000.00	\$6,600.00	\$15,000.00	\$9,000.00
4	2101.524	CLEARING	TREE	2	\$600.00	\$1,200.00	\$530.00	\$1,060.00	\$1,530.00	\$3,060.00	\$525.00	\$1,050.00	\$550.00	\$1,100.00	\$1,200.00	\$2,400.00
5	2101.524	GRUBBING	TREE	2	\$200.00	\$400.00	\$265.00	\$530.00	\$980.00	\$1,960.00	\$525.00	\$1,050.00	\$550.00	\$1,100.00	\$700.00	\$1,400.00
6	2104.502	REMOVE PIPE APRON	EACH	3	\$350.00	\$1,050.00	\$230.00	\$690.00	\$340.00	\$1,020.00	\$1,375.00	\$4,125.00	\$2,500.00	\$7,500.00	\$500.00	\$1,500.00
7	2104.502	REMOVE FIRE HYDRANT ASSEMBLY	EA	1	\$4,500.00	\$4,500.00	\$1,000.00	\$1,000.00	\$3,820.00	\$3,820.00	\$4,950.00	\$4,950.00	\$5,000.00	\$5,000.00	\$7,500.00	\$7,500.00
8	2104.503	REMOVE STORM SEWER PIPE	LF	5	\$22.00	\$110.00	\$25.00	\$125.00	\$48.00	\$240.00	\$250.00	\$1,250.00	\$50.00	\$250.00	\$150.00	\$750.00
9	2104.503	REMOVE CASTING ASSEMBLY	EA	1	\$400.00	\$400.00	\$125.00	\$125.00	\$690.00	\$690.00	\$100.00	\$100.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
10	2104.503	REMOVE CURB & GUTTER	LF	29	\$12.00	\$348.00	\$5.00	\$145.00	\$12.20	\$353.80	\$90.00	\$2,610.00	\$17.00	\$493.00	\$15.00	\$435.00
11	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	723	\$3.50	\$2,530.50	\$2.00	\$1,446.00	\$18.20	\$13,158.60	\$2.00	\$1,446.00	\$5.00	\$3,615.00	\$10.00	\$7,230.00
12	2104.504	REMOVE BITUMINOUS ROADWAY PAVEMENT	SY	301	\$7.50	\$2,257.50	\$4.10	\$1,234.10	\$8.33	\$2,507.33	\$30.00	\$9,030.00	\$15.00	\$4,515.00	\$15.00	\$4,515.00
13	2104.518	REMOVE BITUMINOUS WALK	SF	231	\$1.00	\$231.00	\$1.15	\$265.65	\$2.80	\$646.80	\$2.00	\$462.00	\$8.00	\$1,848.00	\$2.00	\$462.00
14	2105.601	DEWATERING - HIGHVIEW AVE	LS	1	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$10,200.00	\$10,200.00	\$3,000.00	\$3,000.00	\$15,000.00	\$15,000.00	\$1,000.00	\$1,000.00
15	2106.504	GEOTEXTILE FABRIC, TYPE 5	SY	868	\$2.50	\$2,170.00	\$2.75	\$2,387.00	\$3.12	\$2,708.16	\$1.00	\$868.00	\$7.00	\$6,076.00	\$6.00	\$5,208.00
16	2106.507	COMMON EXCAVATION (EV) (P)	CY	2,501	\$28.00	\$70,028.00	\$8.60	\$21,508.60	\$22.14	\$55,372.14	\$23.50	\$58,773.50	\$20.00	\$50,020.00	\$30.00	\$75,030.00
17	2106.507	SUBGRADE EXCAVATION (EV)	CY	290	\$25.00	\$7,250.00	\$9.00	\$2,610.00	\$25.60	\$7,424.00	\$20.00	\$5,800.00	\$20.00	\$5,800.00	\$30.00	\$8,700.00
18	2106.507	SELECT GRANULAR EMBANKMENT (CV)	CY	290	\$30.00	\$8,700.00	\$25.00	\$7,250.00	\$38.56	\$11,182.40	\$20.00	\$5,800.00	\$45.00	\$13,050.00	\$30.00	\$8,700.00
19	2106.507	COMMON EMBANKMENT (CV) (P)	CY	5,179	\$15.00	\$77,685.00	\$9.75	\$50,495.25	\$18.20	\$94,257.80	\$28.00	\$145,012.00	\$20.00	\$103,580.00	\$30.00	\$155,370.00
20	2106.602	SETTLEMENT PLATES	EA	4	\$500.00	\$2,000.00	\$550.00	\$2,200.00	\$3,120.00	\$12,480.00	\$2,250.00	\$9,000.00	\$500.00	\$2,000.00	\$2,500.00	\$10,000.00
21	2302.502	DRILL AND GROUT REINF BAR (EPOXY COATED)	EA	10	\$15.00	\$150.00	\$22.25	\$222.50	\$46.80	\$468.00	\$10.00	\$100.00	\$23.50	\$235.00	\$21.50	\$215.00
22	2451.607	STRUCTURE EXCAVATION CLASS U	CY	175	\$35.00	\$6,125.00	\$25.00	\$4,375.00	\$48.80	\$8,540.00	\$52.50	\$9,187.50	\$65.00	\$11,375.00	\$30.00	\$5,250.00
23	2451.607	STRUCTURAL BACKFILL (CV)	CY	1,226	\$15.00	\$18,390.00	\$35.00	\$42,910.00	\$38.10	\$46,710.60	\$34.25	\$41,990.50	\$15.00	\$18,390.00	\$30.00	\$36,780.00
24	2106.607	SELECT GRANULAR EMBANKMENT - SURCHARGE	CY	465	\$25.00	\$11,625.00	\$25.00	\$11,625.00	\$32.42	\$15,075.30	\$36.50	\$16,972.50	\$75.00	\$34,875.00	\$40.00	\$18,600.00
25	2106.607	EXCAVATION - MUCK	CY	1,051	\$27.00	\$28,377.00	\$18.00	\$18,918.00	\$25.80	\$27,115.80	\$31.75	\$33,369.25	\$20.00	\$21,020.00	\$30.00	\$31,530.00
26	2106.607	EXCAVATION - SURCHARGE	CY	388	\$28.00	\$10,864.00	\$6.00	\$2,328.00	\$35.20	\$13,657.60	\$22.00	\$8,536.00	\$25.00	\$9,700.00	\$40.00	\$15,520.00
27	2123.51	COMMON LABORER	HR	30	\$90.00	\$2,700.00	\$95.00	\$2,850.00	\$121.00	\$3,630.00	\$75.00	\$2,250.00	\$110.00	\$3,300.00	\$110.00	\$3,300.00
28	2123.51	3.0 CU YD SHOVEL	HR	30	\$200.00	\$6,000.00	\$275.00	\$8,250.00	\$265.00	\$7,950.00	\$150.00	\$4,500.00	\$200.00	\$6,000.00	\$275.00	\$8,250.00
29	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HR	10	\$150.00	\$1,500.00	\$185.00	\$1,850.00	\$83.50	\$835.00	\$150.00	\$1,500.00	\$200.00	\$2,000.00	\$200.00	\$2,000.00
30	2211.509	AGGREGATE BASE, CLASS 5	TON	1,491	\$26.00	\$38,766.00	\$20.00	\$29,820.00	\$42.10	\$62,771.10	\$30.00	\$44,730.00	\$40.00	\$59,640.00	\$40.00	\$59,640.00
31	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340B) (TRAIL)	TON	757	\$105.00	\$79,485.00	\$94.35	\$71,422.95	\$104.00	\$78,728.00	\$90.00	\$68,130.00	\$100.00	\$75,700.00	\$103.00	\$77,971.00
32	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (SPWEA340C)	TON	16	\$180.00	\$2,880.00	\$212.00	\$3,392.00	\$191.00	\$3,056.00	\$325.00	\$5,200.00	\$220.00	\$3,520.00	\$230.00	\$3,680.00
33	2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (SPNWB330C)	TON	39	\$190.00	\$7,410.00	\$212.00	\$8,268.00	\$178.30	\$6,953.70	\$325.00	\$12,675.00	\$220.00	\$8,580.00	\$230.00	\$8,970.00
34	2411.618	SHEET PILE WALL	SF	3,730	\$40.00	\$149,200.00	\$62.70	\$233,871.00	\$58.60	\$218,578.00	\$100.00	\$373,000.00	\$105.00	\$391,650.00	\$65.00	\$242,450.00
35	2452.503	STEEL H-PIILING	LF	96	\$70.00	\$6,720.00	\$168.00	\$16,128.00	\$383.00	\$36,768.00	\$790.00	\$75,840.00	\$830.00	\$79,680.00	\$117.00	\$11,232.00
36	2411.618	PREFABRICATED MODULAR BLOCK RETAINING WALL	SF	1,623	\$70.00	\$113,610.00	\$66.00	\$107,118.00	\$83.90	\$136,169.70	\$71.00	\$115,233.00	\$75.00	\$121,725.00	\$100.00	\$162,300.00
37	2411.618	ANTI-GRAFFITI COATING	SF	1,102	\$4.00	\$4,408.00	\$3.00	\$3,306.00	\$5.95	\$6,556.90	\$3.00	\$3,306.00	\$5.00	\$5,510.00	\$2.00	\$2,204.00
38	2411.618	ARCHITECTURAL SURFACE FINISH (SINGLE COLOR)	SF	1,102	\$10.50	\$11,571.00	\$4.00	\$4,408.00	\$6.85	\$7,548.70	\$3.00	\$3,306.00	\$5.00	\$5,510.00	\$9.50	\$10,469.00
39	2501.502	36" CS PIPE APRON	EA	1	\$1,600.00	\$1,600.00	\$1,050.00	\$1,050.00	\$1,602.00	\$1,602.00	\$2,375.00	\$2,375.00	\$3,200.00	\$3,200.00	\$1,500.00	\$1,500.00
40	2501.503	36" CS PIPE CULVERT	LF	18	\$150.00	\$2,700.00	\$94.00	\$1,692.00	\$214.00	\$3,852.00	\$150.00	\$2,700.00	\$286.00	\$5,148.00	\$100.00	\$1,800.00
41	2502.503	4 IN PERF PE PIPE DRAIN	LF	135	\$30.00	\$4,050.00	\$16.50	\$2,227.50	\$8.00	\$1,080.00	\$15.75	\$2,126.25	\$22.00	\$2,970.00	\$30.00	\$4,050.00
42	2502.503	6 IN PERF PE PIPE DRAIN	LF	230	\$35.00	\$8,050.00	\$18.50	\$4,255.00	\$12.00	\$2,760.00	\$30.00	\$6,900.00	\$23.00	\$5,290.00	\$35.00	\$8,050.00
43	2503.502	INSTALL 15 IN RC PIPE APRON W/ TRASH GUARD	EA	6	\$2,400.00	\$14,400.00	\$3,462.00	\$20,772.00	\$2,680.00	\$16,080.00	\$1,900.00	\$11,400.00	\$2,256.00	\$13,536.00	\$3,000.00	\$18,000.00
44	2503.502	INSTALL 54 IN SPAN RC PIPE-ARCH APRON W/ TRASH GUARD	EA	2	\$8,200.00	\$16,400.00	\$8,433.00	\$16,866.00	\$6,860.00	\$13,720.00	\$15,250.00	\$30,500.00	\$7,565.00	\$15,130.00	\$12,500.00	\$25,000.00
45	2503.503	15 IN RC PIPE SEWER DES 3006 CL III	LF	208	\$95.00	\$19,760.00	\$74.00	\$15,392.00	\$81.00	\$16,848.00	\$110.00	\$22,880.00	\$96.00	\$19,968.00	\$90.00	\$18,720.00
46	2503.503	54 IN SPAN RC PIPE-ARCH SEWER CLASS IIA	LF	55	\$210.00	\$11,550.00	\$300.00	\$16,500.00	\$391.00	\$21,505.00	\$600.00	\$33,000.00	\$570.00	\$31,350.00	\$600.00	\$33,000.00
47	2503.602	CONNECT TO EXISTING STORM SEWER	EA	1	\$1,200.00	\$1,200.00	\$1,025.00	\$1,025.00	\$5,310.00	\$5,310.00	\$1,900.00	\$1,900.00	\$3,500.00	\$3,500.00	\$5,000.00	\$5,000.00
48	2503.602	RECONSTRUCT SANITARY STRUCTURE	EA	1	\$5,000.00	\$5,000.00	\$3,100.00	\$3,100.00	\$7,160.00	\$7,160.00	\$6,800.00	\$6,800.00	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00
49	2504.602	IRRIGATION SYSTEM REPAIR	EA	1	\$3,000.00	\$3,000.00	\$650.00	\$650.00	\$8,360.00	\$8,360.00	\$500.00	\$500.00	\$600.00	\$600.00	\$2,500.00	\$2,500.00
50	2504.602	ADJUST GATE VALVE & BOX	EA	1	\$850.00	\$850.00	\$950.00	\$950.00	\$3,150.00	\$3,150.00	\$900.00	\$900.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
51	2506.502	CASTING ASSEMBLY (R-1642)	EA	1	\$1,200.00	\$1,200.00	\$885.00	\$885.00	\$1,090.00	\$1,090.00	\$1,000.00	\$1,000.00	\$500.00	\$500.		

63	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LF	208	\$50.00	\$10,400.00	\$47.00	\$9,776.00	\$40.13	\$8,347.04	\$32.20	\$6,697.60	\$55.00	\$11,440.00	\$46.00	\$9,568.00
64	2531.618	TRUNCATED DOMES	SF	100	\$70.00	\$7,000.00	\$50.00	\$5,000.00	\$80.00	\$8,000.00	\$50.00	\$5,000.00	\$55.00	\$5,500.00	\$86.50	\$8,650.00
65	2557.503	WIRE FENCE DESIGN 60V-9322 VINYL	LF	974	\$50.00	\$48,700.00	\$30.25	\$29,463.50	\$108.00	\$105,192.00	\$58.25	\$56,735.50	\$61.00	\$59,414.00	\$72.00	\$70,128.00
66	2563.601	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00	\$3,869.00	\$3,869.00	\$9,460.00	\$9,460.00	\$4,000.00	\$4,000.00	\$4,100.00	\$4,100.00	\$30,000.00	\$30,000.00
67	2564.518	SIGN TYPE C	SF	8	\$70.00	\$560.00	\$79.50	\$636.00	\$75.00	\$600.00	\$78.75	\$630.00	\$100.00	\$800.00	\$100.00	\$800.00
68	2564.602	SALVAGE SIGN POST (WITH SIGNS)	EA	5	\$300.00	\$1,500.00	\$26.50	\$132.50	\$25.00	\$125.00	\$26.25	\$131.25	\$30.00	\$150.00	\$40.00	\$200.00
69	2564.502	INSTALL SALVAGED SIGN POST (WITH SIGNS)	EA	3	\$300.00	\$900.00	\$159.00	\$477.00	\$150.00	\$450.00	\$157.50	\$472.50	\$175.00	\$525.00	\$175.00	\$525.00
70	2573.502	STABILIZED CONSTRUCTION EXIT	EA	4	\$1,500.00	\$6,000.00	\$1,000.00	\$4,000.00	\$1,510.00	\$6,040.00	\$1,250.00	\$5,000.00	\$2,500.00	\$10,000.00	\$2,500.00	\$10,000.00
71	2573.502	STORM DRAIN INLET PROTECTION	EA	6	\$180.00	\$1,080.00	\$159.00	\$954.00	\$185.00	\$1,110.00	\$150.00	\$900.00	\$350.00	\$2,100.00	\$400.00	\$2,400.00
72	2573.502	CULVERT INLET END CONTROL	EA	8	\$180.00	\$1,440.00	\$132.50	\$1,060.00	\$306.00	\$2,448.00	\$150.00	\$1,200.00	\$140.00	\$1,120.00	\$500.00	\$4,000.00
73	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LF	208	\$25.00	\$5,200.00	\$21.25	\$4,420.00	\$21.50	\$4,472.00	\$25.00	\$5,200.00	\$25.00	\$5,200.00	\$40.00	\$8,320.00
74	2573.503	SILT FENCE, TYPE MS	LF	1,398	\$3.00	\$4,194.00	\$2.15	\$3,005.70	\$4.00	\$5,592.00	\$2.50	\$3,495.00	\$5.00	\$6,990.00	\$6.00	\$8,388.00
75	2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LF	1,850	\$3.75	\$6,937.50	\$3.00	\$5,550.00	\$3.45	\$6,382.50	\$2.50	\$4,625.00	\$5.00	\$9,250.00	\$8.00	\$14,800.00
76	2574.607	SAND AMENDED TOPSOIL (CV)	CY	166	\$40.00	\$6,640.00	\$45.00	\$7,470.00	\$38.00	\$6,308.00	\$75.00	\$12,450.00	\$75.00	\$12,450.00	\$60.00	\$9,960.00
77	2575.504	SEEDING	ACRE	2.52	\$200.00	\$504.00	\$530.00	\$1,335.60	\$3,100.00	\$7,812.00	\$300.00	\$756.00	\$550.00	\$1,386.00	\$12,500.00	\$31,500.00
78	2575.508	FERTILIZER TYPE 2	LB	504	\$1.00	\$504.00	\$1.00	\$504.00	\$3.16	\$1,592.64	\$1.25	\$630.00	\$2.00	\$1,008.00	\$3.00	\$1,512.00
79	2575.508	HYDRAULIC REINFORCED FIBER MATRIX	LB	9,828	\$1.50	\$14,742.00	\$1.20	\$11,793.60	\$1.22	\$11,990.16	\$2.00	\$19,656.00	\$1.50	\$14,742.00	\$1.50	\$14,742.00
80	2575.508	SEED MIXTURE SPECIAL	LB	1,012	\$7.00	\$7,084.00	\$6.20	\$6,274.40	\$12.31	\$12,457.72	\$5.85	\$5,920.20	\$7.00	\$7,084.00	\$6.00	\$6,072.00
81	2575.508	SEED MIXTURE 33-261 (WETLAND)	LB	63	\$32.00	\$2,016.00	\$26.75	\$1,685.25	\$31.21	\$1,966.23	\$28.00	\$1,764.00	\$30.00	\$1,890.00	\$30.00	\$1,890.00
82	2575.508	TEMPORARY STABILIZATION	ACRE	1.26	\$4,250.00	\$5,355.00	\$4,000.00	\$5,040.00	\$3,100.00	\$3,906.00	\$5,000.00	\$6,300.00	\$4,500.00	\$5,670.00	\$2,000.00	\$2,520.00
83	2575.523	WATER	MGAL	126	\$40.00	\$5,040.00	\$53.00	\$6,678.00	\$38.00	\$4,788.00	\$50.00	\$6,300.00	\$60.00	\$7,560.00	\$0.01	\$1.26
						\$1,102,607.50		\$992,746.25		\$1,359,609.43		\$1,456,981.65		\$1,526,993.00		\$1,652,826.26

**CITY OF LAKEVILLE
RESOLUTION NO. 25-**

**Resolution Authorizing Funding and 2025 Budget Amendments and Transfers for
Citywide Trail Gap Improvements (Phase II)
City Project 23-06**

WHEREAS, the Citywide Trail Gap Improvements (Phase II), City Project 23-06, is programed in the adopted Lakeville 5-year Capital Improvement Plan (2025-2029).

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lakeville, Minnesota:

The estimated project cost is \$1,218,833 and anticipated funding sources are listed below. City staff is hereby authorized to amend the 2025 budgets (if needed as the project is completed) and make the appropriate transfers between funds with respect to the project funding sources up to 10% above the estimated costs. Funding transfers may include loans between funds to cover engineering and other costs incurred on the project in advance of receiving other funding. City staff is also hereby authorized to allocate costs to the Park Dedication Fund if necessary after the bond funds and Dakota County funding is utilized.

<u>Funding Source</u>	<u>Amount</u>
Dakota County	\$ 560,000
Park Bond Referendum	\$ 695,000
Storm Water Infrastructure Fund	\$ 65,000
	<u>\$</u>
	1,320,000

ADOPTED by the Lakeville City Council this 6th day of January 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 1/6/2025

Approve Private Inflow and Infiltration Grant Agreement with the Metropolitan Council

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Private Inflow and Infiltration Grant Agreement with the Metropolitan Council.

Overview

The Utility Division applied for a 2025 Private Inflow and Infiltration Grant Program through the Metropolitan Council in December, 2024. The Metropolitan Council has notified the City it was awarded a grant in the amount of \$36,000.

The purpose of the grant program is to assist private property owners with costs associated with sanitary sewer lateral repairs and rehabilitations. Private property owners will be eligible to receive 50% of the cost of the work completed, up to \$5,000. The property owner would hire the contractor to complete the work and pay the remaining cost. The City would only help coordinate the grant application with the property owner and help secure the grant funds with the Metropolitan Council for the work completed. Eligible work must be completed between January 1, 2025 and December 31, 2025. Eligible work includes: private sewer lateral repair or replacement; foundation drain disconnection and sump pump installation; and sewer lateral inspection and cleaning costs if the work results in a sewer repair. Staff plans to use the grant funds primarily for the repair of private sewer laterals. Private sewer lateral issues may be brought to the city's attention by private property owners or identified during city street improvement project inspections. Staff recommends approval of the grant agreement with the Metropolitan Council.

Supporting Information

1. Met Council private sewer service grant agreement

Financial Impact: \$36,000 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Steve Grossman, Utilities Supervisor

METROPOLITAN COUNCIL
2025 PRIVATE PROPERTY INFLOW AND INFILTRATION (I/I)
GRANT AGREEMENT NO. SG-22739

This Metropolitan Council Environmental Services (ES) Funded Grant Agreement ("Grant Agreement") is entered into this Date [_____] between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the **City of Lakeville**, a municipal corporation ("Grantee").

RECITALS

1. In 2022, Minnesota Statutes 2020, section 471.342 was amended to authorize towns and political subdivisions to establish inflow and infiltration prevention programs and make loans or grants to property owners.
2. The Metropolitan Council Environmental Services (ES, Council) calculates the peak hourly flow discharge limit (I/I Goal) for each community connected to the metropolitan sanitary sewer disposal system. Wastewater flow that exceeds the respective I/I Goal is considered excessive flow. Communities that have a measured wastewater flow rate greater than 80 percent of the I/I Goal are eligible to apply for the Grant.
3. The Council authorizes its staff to enter into a private property inflow and infiltration grant agreement with local municipalities that are eligible for this grant program.

GRANT AGREEMENT

1. Term of Grant Agreement.

- 1.1. **Effective Date.** The effective date of this Grant Agreement is the date on which the Grant Agreement has been duly executed by both parties.
- 1.2. **Grant Activity Period.** The first day of the month following the Effective Date through and including the expiration date.
- 1.3. **Expiration Date.** The latter of (i) 2 years after final distribution of funds to Grantee; or (ii) until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4. **Survival of Terms.** The following clauses survive the expiration, termination, or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

2. Duties, Representations and Warranties of Grantee and Use of Grant Funds.

- 2.1. The Grantee agrees to conduct, administer, and complete in a satisfactory manner the program ("Grantee Program") which is described in Grantee's application to Met Council for assistance under the Met Council's Private Inflow and Infiltration grant program, which application is incorporated into this Grant Agreement as **Exhibit A (Grant Application)**, and in accordance with the terms and conditions of

this Grant Agreement. Specifically, the Grantee agrees to perform the “Grant Program” in accordance with a specific timeline, all as described in **Exhibit A (Grant Application)** and to undertake the financial responsibilities described in **Exhibit A (Grant Application)** to this Grant Agreement. The Grantee has the responsibility for and obligation to complete the “Grant Program” as described in **Exhibit A (Grant Application)**. The Met Council makes no representation or warranties with respect to the success and effectiveness of the “Grant Program”. The Met Council acknowledges that “Grant Program” work may be limited to soliciting participation by building owners in the “Grant Program” and requires additional work by the Grantee only to the extent that building owners choose to participate in the “Grant Program”, all as described in the Grantee's application attached as **Exhibit A (Grant Application)**.

The Grant Funds cannot be used for:

- Normal municipal operating or overhead costs, including such related to the Grant Program;
- Grantee's own public sewer infrastructure costs;
- The cost of studies;
- Engineering costs;
- Planning costs; and
- For equipment, machinery, supplies or other property to conduct the Grant Program, except for equipment, supplies or other property which is used primarily for the Grant Program and is specifically listed in **Exhibit A (Grant Application)**.

2.2. Grantee Representations and Warranties. The Grantee further covenants with and represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into, execute and deliver this Grant Agreement and all documents referred to herein, has taken all actions necessary to its execution and delivery of such documents and has provided to Met Council a copy of the resolution by its governing body which authorizes Grantee to enter into this Agreement, to undertake the Private Property I/I Grant Program, including the Grantee financial responsibilities as shown in **Exhibit A (Grant Application)** and which also designates an authorized representative for the Grant Program who is authorized to provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

B. It has legal authority to conduct and administer the Grant Program and use the Grant Funds for the purpose or purposes described in this Agreement.

C. This Grant Agreement and all other documents referred to herein are the legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.

D. It will comply with all the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, and all other documents referred to herein.

E. It has made no materially false statement or misstatement of fact in connection with the Grant Funds, and all the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Private I/I Grant are material representations of fact

upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of this Grant Agreement or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

H. The Grantee will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

J. The Grant Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grant Program.

K. It has complied with the financial responsibility requirements contained in **Exhibit A (Grant Application)**.

L. The Grant Program will be conducted substantially in accordance with **Exhibit A (Grant Application)** by the Completion Date as stated in **Exhibit A (Grant Application)**.

M. It shall furnish such satisfactory evidence regarding the representations described herein as may be required and requested by the Met Council.

3. Time.

Grantee must comply with all time requirements described in this Grant Agreement.

4. Eligible Costs.

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee generally only for sewer service lateral repairs or replacements and foundation drain disconnections as described in **Exhibit A (Grant Application)**. The Grantee shall not be reimbursed for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Program or approved in writing by the Council is a non-eligible cost.

5. Consideration and Payment.

5.1 The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period in an amount of up to the prequalified work's grant amount ("Grant Amount"). The Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee or subrecipients of any tier in the performance of the Grantee Program. The initial Grant amount to Grantee under this Grant Agreement is **\$36,000**.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Grantee. The disbursement of the Grant Amount shall be in the form of reimbursement for eligible costs as provided ahead in this Section 5.

5.3. **Payment.** To obtain payment under this Grant Agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by or acceptable to the Met Council. Reimbursement Request/Progress Reports may be submitted once per quarter after this grant agreement has been executed. The Grantee shall describe its compliance with its the financial requirements and construction work completed and specific addresses where work was undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The Met Council will promptly pay the Grantee after the Grantee presents to the Met Council a Reimbursement Request/Progress Report and an itemized invoice for all eligible services actually performed and the Met Council's Authorized Representative accepts the invoiced services.

6. Conditions of Payment.

6.1. The Grantee must certify to the Council that work at each site for which payment is requested is done, that Grantee has received receipts for such work, that the work was not performed in violation of federal, Met Council, or local law or regulation and that Grantee has issued the appropriate permits for the work completed in the Grant Program.

6.2. **Conditions Precedent to Any Reimbursement Request.** The obligation of the Met Council to make reimbursement payments hereunder shall be subject to the following conditions precedent:

A. The Met Council shall have received a Reimbursement Request/Progress Report for such amount of funds being requested for which the amounts for each individual site have been pre-qualified by Met Council.

B. The Met Council shall have received evidence upon request, and in form and substance acceptable to the Met Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding on and enforceable against the Grantee.

C. No Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

D. The Grantee has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of this grant program.

7. Authorized Representative.

The Met Council's Authorized Representative is:

Name: Ward Brown or successor
Title: Principal Financial Analyst, ES Finance
Mailing Address: 390 North Robert Street
St. Paul, MN 55101

Phone: (651) 602-1263
E-Mail Address: ward.brown@metc.state.mn.us

or his successor and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name: Shane Quade
Mailing Address: 18400 Ipava Ave, Lakeville, MN 55044
Phone: (952) 985-2700
E-Mail Address: squade@lakevillemn.gov

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

8. Assignment, Amendments, Waiver, and Grant contract Complete.

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Met Council and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

8.2 Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors, or their delegatee in office.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Contract Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

9. Liability and Insurance.

9.1 The Grantee and the Met Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Met Council is governed by the provisions contained in Minn. Stat. Chapter 466 as it may be amended, modified or replaced from time to time. The liability of the Grantee, including but not limited to the indemnification provided under Section 9.2 is governed by the provisions contained in such Chapter 466.

9.2 Indemnification by the Grantee. The Grantee shall bear all losses, expenses (including attorneys' fees) and damages in connection with Grantee's administration of the Grant Program and agrees to indemnify and hold harmless the Met Council, its agents, servants and employees from all claims, demands and judgments made or recovered against the Met Council, its agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to

property, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Grant Program whether or not due to any act of omission or commission, including negligence of the Grantee or any contractor or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the Met Council, its employees, servants or agents.

Grantee further agrees to indemnify, save and hold the Met Council, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grantee, its officers, employees, or agents, or any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 11.

The Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grantee, or subject to any exclusions from coverage in any insurance policy. For the avoidance of doubt, this provision does not impact the Grantee's liability limits established in Minnesota Statutes Chapter 466.

The Grantee shall maintain or require to be maintained adequate insurance coverage for the Grant Program in such amounts with such limits as it determines in good faith to be reasonable or in such amounts and with such limits as may be reasonably required for participating cities by the Met Council from time to time.

9.3 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Met Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Grant Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel, including any third-party contractor required for the performance of this Grant Agreement and the Grant Program. All personnel of the Grantee or other persons while engaging in the performance of this Grant Agreement the Grant Program shall not have any contractual relationship with the Met Council related to the work of the Grant Program and shall not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Met Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

10. Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

11. Government Data Practices.

The Grantee and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Met Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Met Council.

12. Workers' Compensation.

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

14. Governing Law, Jurisdiction, and Venue.

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination.

Either Party may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

16. Data Disclosure.

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. Grantee will require compliance with this Section 16 by Grantee's contractor and shall submit evidence of such compliance to Met Council as requested.

17. Notices.

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grantee at:

City of Lakeville
20195 Holyoke Ave
Lakeville, MN 55044
Attention: Steve Grossman

To the Met Council at:

Metropolitan Council
390 Robert Street North
St. Paul, MN 55101
Attention: Ward Brown, Principal Financial Analyst

With copy to:

ES Budget Manager
Metropolitan Council Environmental Services
390 Robert Street North
St. Paul, MN 55101

18. Prevailing Wages

The Grantee agrees to comply with all applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Grantee Program. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Grantee Program.

19. Default and Remedies.

19.1 Defaults. The Grantee's failure to fully comply with all of the provisions contained in this Grant Agreement shall be an event of default hereunder ("Event of Default").

19.2 Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant;
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Met Council.
- c. Enforce any additional remedies the Met Council may have at law or in equity.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

METROPOLITAN COUNCIL

By: _____
Regional Administrator, successor, or delegate

Date: _____

GRANTEE:

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Printed Name and Title

Date: _____



Date: 1/6/2025

Resolution Delegating Authority to Pay Claims and Make Electronic Fund Transfers

Proposed Action

Staff recommends adoption of the following motion: Move to approve the resolution delegating authority to pay claims and make electronic fund transfers.

Overview

The City Council approved a resolution delegating the authority to pay claims to the Finance Director on June 5, 2017. Upon review of state statutes and in discussion with our auditors, CliftonLarsonAllen, it was determined that the resolution should be expanded to explicitly state that electronic payments are allowed. The City currently makes electronic payments to vendors, employees (for expense reimbursements), bond paying agents, payroll taxes, etc. The City Council approved a resolution with this additional language in May 2020.

Minnesota Statute Section 471.38, subdivision 3 and 3a state that a city council may authorize electronic fund transfers subject to similar criteria as the delegation of authority to pay claims such as city internal accounting and administrative procedures, bank process controls and administrative procedures, and regular review of expenditure list by City Council at each meeting. All these criteria are currently in place.

The City Council receives a list of expenditures paid (claims list) for review at each council meeting as part of the consent agenda. These reports include claims that have been paid electronically.

This resolution is presented for approval at the beginning of each year in conjunction with other required annual resolutions.

Supporting Information

1. Resolution Delegating Authority to Pay Claims and Make Electronic Fund Transfers

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director
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CITY OF LAKEVILLE

RESOLUTION No _____

**Resolution Delegating Authority to Pay Claims and Make Electronic
Fund Transfers**

WHEREAS, Minnesota Statute Section 412.271, Subd. 8 states that a City Council may delegate its authority for paying certain claims against the City to a City administrative official subject to certain criteria; and

WHEREAS, Minnesota Statute Section 471.38, Subd. 3 and 3a states that a City Council may authorize electronic fund transfers subject to certain criteria; and

WHEREAS, the prerequisite criteria for delegating the payment of claims authority have all been met by the City through the following: (i) City's internal accounting and administrative procedures, (ii) regular review of expenditure list by City Council at each meeting, and (iii) preparation of an annual audited financial statement attested by an independent certified public accountant, public accountant or state auditor; and

WHEREAS, procurement of goods and services are made under the authority granted in the purchasing policy, council-approved resolutions and/or applicable state statutes; and

WHEREAS, Minnesota Statute Section 471.425, Subd. 2 states that cities that have at least one regularly scheduled meeting per month must pay their bills within 35 days of receipt and this delegation of authority is conducive to this end while assuring appropriate City Council oversight; and

WHEREAS, the prerequisite criteria for authorizing payments by electronic funds transfer will be met by the City through the following: (i) city's internal accounting and administrative procedures, (ii) bank process controls and administrative procedures; and (iii) regular review of expenditure list by City Council at each meeting.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lakeville, Minnesota as follows:

1. The recitals set forth above are incorporated herein.
2. The City Finance Director is authorized to pay all claims made against the City that meet the standards and procedures established by the Finance Department, City policies, City Council approved resolutions and the requirements of applicable statutes.
3. The City Finance Director is authorized to pay such claims via electronic funds transfer, in accordance with the foregoing requirements and Minnesota Statute 471.38, subds. 3 and 3a.

ADOPTED by the Lakeville City Council this 6th day of January 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 1/6/2025

Resolution Appointing Depositories for the City of Lakeville

Proposed Action

Staff recommends adoption of the following motion: Move to approve resolution appointing depositories for the City of Lakeville.

Overview

Minnesota Statute §118A.02 states that the City Council shall designate as a depository of its funds, one or more financial institutions, and that the City Council may authorize the city treasurer to make investments of funds under sections 118A.01 to 118A.06 or other applicable law. The governing body is responsible for deciding where public funds will be deposited. Most government entities designate a depository on either an annual or biennial basis.

All checking and controlled disbursement accounts for the City are at U.S. Bank. The checking account for ALF Ambulance is at Wells Fargo Bank. U.S. Bank sweeps funds to or from the 4M Money Market at the end of each day which eliminates the need to monitor collateral and ensures the City's deposits are compliant with state statute requirements. The balance in the ALF Ambulance account is minimal but is monitored for collateral requirements by City staff. All Lakeville banks and current/anticipated financial security dealers are included as additional depositories.

Investments are made in accordance with Minnesota State Statutes and City of Lakeville Investment Policy. Short-term cash flow needs are held in the 4M money market fund. The Auditors confirm that the investments and cash management practices are appropriately handled in accordance with the approved policies and generally accepted accounting procedures.

Supporting Information

1. Resolution Appointing Depositories

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director
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CITY OF LAKEVILLE

RESOLUTION NO. ____

Resolution Appointing Depositories for the City of Lakeville

WHEREAS, Minnesota Statute §118A.02, subd. 1 states that the City Council shall designate, as a depository of its funds, one or more financial institutions, and that the City Council may authorize the City treasurer to make investments of funds under sections 118A.01 to 118A.06 or other applicable law; and

WHEREAS, all deposits of public funds will be insured or secured in accordance with Minnesota Statute §118A.03; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lakeville, Minnesota as follows:

1. The Mayor and Treasurer are hereby authorized to execute any required documents with depositories named below, including signature cards and agreements.
2. The Treasurer (or designee) is hereby authorized to invest City funds under sections 118A.01 to 118A.06 or other applicable law with depositories named below.
3. U.S. Bank N.A. will be the primary depository of the City.
4. Well Fargo Bank N.A. will be the primary depository for ALF Ambulance.
5. The following institutions are hereby named additional depositories subject to legal compliance with maximum deposit and collateral requirements:

Affinity Plus Federal Credit Union – 17555 Kenwood Trl
BMO Harris – 17636 Kenwood Trl
Citizens Bank – 18476 Kenrick Ave
Compeer Financial – 21088 Keswick Loop
Frandsen Bank & Trust– 20280 Iberia Ave
Genisys Credit Union – 16106 Pilot Knob Road
Great Southern Bank – 10880 175th St W
Huntington Bank – 17269 Kenyon Ave
Lakeview Bank – 9725 163rd St W
Merchants Bank – 18550 Joplin Ave
Minnesota Municipal Money Market Fund (4M Fund)
Morgan Stanley
New Market Bank – 20151 Icenic Trl
PMA Financial Network, Inc.
RBC Capital Markets
Sterling State Bank – 16366 Kenrick Ave
Stifel Nicolaus & Co, Inc.

TruStone Financial Credit Union – 17533 Cedar Ave
UBS Financial Services Inc.
U.S. Bancorp
Wells Fargo Bank N.A. – 8790 207th St W
Wells Fargo Securities
Wings Financial Credit Union – 16042 Pilot Knob Rd

ADOPTED by the Lakeville City Council this 6th day of January 2025.

Luke M. Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 1/6/2025

Lakeville Area Arts Center Radio Advertising Agreement with myTalk 107.1

Proposed Action

Staff recommends adoption of the following motion: Move to approve Radio Advertising Agreement with myTalk107.1.

Overview

In an attempt to increase awareness and extend geographic reach, Lakeville Area Arts Center (LAAC) has partnered with Hubbard Broadcasting since 2021. Given past success and increased exposure this partnership has garnered, we request consent to extend the campaign for an additional 12 months. LAAC will utilize funds from the Operating Support Grant through the Minnesota State Arts Board as well as the advertising budget. The contract includes both on air advertisements as well as a digital presence with myTalk 107.1 radio. The goal of this partnership is to attract ticket buyers from across the metro area and beyond which in turn will increase attendance at events and festivals, class registrations, ticket sales, and a general awareness of the Lakeville arts scene and LAAC.

Supporting Information

1. Agreement with myTalk Radio 107.1

Financial Impact: \$29,940.00 Budgeted: Yes Source: Operating Support Grant & Advertising Budget Envision Lakeville Community Values: Access to a Multitude of Natural Amenities and Recreational Opportunities Report Completed by: Nicki Pretzer, Arts Center Manager

RADIO ADVERTISING AGREEMENT

AGREEMENT made this 6th day of January, 2025 by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **KTMY-FM LLC** a Delaware limited liability company ("Contractor" or "myTalk107.1"). City and Contractor are referred to herein collectively as the "Parties".

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES.

- a. Contractor will provide City forty-eight (48) radio total advertisements per month according to the following schedule:

Days	Times	Length	Spots/Month
Monday-Friday	5:30 am-7pm	:30	20
Saturday-Sunday	5:30 am-7pm	:30	6
Monday-Sunday	7pm-12mid	:30	10
Monday-Sunday	5am-12mid	:30	6
Monday-Sunday	12mid-12mid	:30	6

- b. Contractor will provide City with additional radio advertisements when inventory permits.
- c. The City is entitled to one advertising copy change every other month.
- d. Advertisements will be aired on myTalk 107.1.
- e. Contractor will provide City with a written report within ten (10) business days at the end of each calendar month setting forth the actual airing of City advertisements in the preceding month.
- f. Contractor will place City's banner advertisement on its website, myTalk1071.com, and deliver estimated 20,000 impressions each month. The City may change the design of its banner advertisement six (6) times per year.

2. PAYMENT. As consideration for the provision of the Services, the City agrees to pay twelve (12) monthly installments of Two Thousand Four Hundred Ninety Five Dollars and No/100 Dollars (\$2,495.00) for a total amount of Twenty Nine Thousand Nine Hundred Forty Dollars and No/100 dollars (\$29,940.00) over the term of this Agreement. Contractor will invoice City for each monthly payment. City shall make payment for all undisputed amounts within thirty (30) days of receipt of invoice.

3. **TERM.** The term of this Contract shall be from January 1, 2025 through December 31, 2025.

4. **SUPPLIES, EQUIPMENT, AND INCIDENTALS.** The City and Contractor agree that the Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance of this Contract.

5. **INDEPENDENT CONTRACTOR.** City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Agreement and the provision of services thereunder, shall be considered at all times an independent contractor and not an officer, employee, or agent of the City. City and Contractor further agree the Contractor is not an employee of the City and is free to contract with other entities as provided herein. City and Contractor further agree that Contractor shall be responsible for selecting the means and methods of performing the work. City and Contractor further agree Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor further agree that Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's agents or employees are in any manner agents or employees of the City. City and Contractor further agree that Contractor shall be exclusively responsible under this Agreement for Contractor's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

6. **BROADCAST LIABILITIES.** Contractor agrees to hold and save the City harmless against all liability arising from the broadcast of (1) program material except advertising material furnished by City, and (2) musical compositions licensed for broadcasting by a music licensing organization of which Contractor is a licensee. The City agrees to hold and save Contractor harmless against all liability resulting from the broadcast of advertising material furnished by City except musical compositions licensed as stated above.

7. **TERMINATION WITHOUT CAUSE BY CITY.** The parties reserve the right to terminate this Agreement at will without cause at any time by providing the other party at least 30 days prior written notice of its wish to terminate. In the event of such termination, Contractor shall immediately cease and desist Contractor's provision of services under this Contract and City shall have no further obligation under this Contract to pay any further compensation to Contractor except for compensation due and owing for services prior to Contractor's receipts of the effective date of termination.

8. **COMPLIANCE WITH LAWS AND REGULATIONS.** In providing services hereunder, Contractor shall abide by all statutes, ordinances, rules and regulations pertaining to the provisions of services to be provided.

9. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this Agreement shall be venued in Dakota County, Minnesota.

10. NONDISCRIMINATION. In performing work under this Agreement, the Contractor shall not discriminate against any person by reason of any characteristic or classification protected by state or federal law.

11. DOCUMENTS. The City shall be the owner of all documents, reports, studies, analysis and the like prepared by the Contractor in conjunction with this contract.

12. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statute, or any state rules adopted to implement the act, as well as federal regulations on data privacy.

B. All books, records, documents, and accounting procedures and practices of the Contractor and its subcontractors, if any, relative to this Contract are subject to examination by the City.

13. WRITTEN NOTICE OR OTHER CORRESPONDENCE. Any written notice or other correspondence to be provided by or between the City and Contractor in accordance with this Contract shall be hand delivered or mailed by registered or certified mail to the following address:

CITY : City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

CONTRACTOR: KTMY-FM, LLC
3415 University Avenue
St. Paul, MN 55114
Attn: Legal Department

14. WAIVER OF DEFAULT. Any waiver by either party of any breach or failure to comply with any provisions of this Agreement by the other Party shall not operate or be construed as a continuing waiver of such provision or a waiver of any other breach or failure to comply with any other provision of this Agreement. No waiver by the City shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.

15. NO ASSIGNMENT OR SUBCONTRACTING. The City and Contractor agree that the services to be rendered by the Contractor under this Contract are unique and personal. Accordingly, the Contractor may not assign or subcontract out any of the Contractor's rights or any of the Contractor's duties or obligations under this Contract.

16. AMENDMENTS. Any modification or amendment of this Agreement shall require a written agreement signed by both Parties.

17. INVALIDITY OF PROVISIONS. If any term or provision of this Contract or any application hereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Contract or the application of such term or provision to persons or circumstances other than those as to which it is held unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

18. ENTIRE AGREEMENT. This instrument herein contains the entire and only agreement between the parties and no oral statement or representation or prior written matter not contained in this instrument shall have any force and effect. This Contract shall not be modified in any way except by writing executed by both parties.

Dated: _____, 2025

CITY OF LAKEVILLE

BY: _____
Luke Hellier, Mayor

AND: _____
Ann Orlofsky, City Clerk

Dated: _____, 2025

KTMY-FM LLC

BY: _____
Dan Seeman, VP/Market Manager



Date: 1/6/2025

**SRF Supplemental Agreement for Professional Services
for North Creek Greenway Crossing at 170th Street**

Proposed Action

Staff recommends adoption of the following motion: Move to approve SRF supplemental agreement for professional services for North Creek Greenway Crossing at 170th Street, City Project 25-15.

Overview

The City and Dakota County are partnering to complete engineering and design of the North Creek Greenway crossing at 170th Street, City Project 25-15. The project is programmed in the both the City and County adopted five-year Capital Improvement Plans to improve pedestrian and bicyclist safety, and to provide connectivity between the North Creek Greenway and existing City neighborhoods, trail corridors and popular destinations. The City's recently updated Pedestrian Crosswalk Policy and the County's Pedestrian Crossing Safety Assessment tools will serve as guidance in the design process.

SRF's supplemental agreement includes the scope of services and estimated cost to complete the engineering and design and is subject to the Master Services Agreement dated September 20, 2021.

The City and County will share project responsibilities; the City is the lead agency. City and County cost-shares will be consistent with adopted County 2040 Transportation Plan Cost Share policies, and as established in a future Joint Powers Agreement that will be brought forward for City Council consideration at a future meeting. The total estimated engineering cost is \$88,409.

Supporting Information

1. 2024.12.09 SRF SA

Financial Impact: \$88,409 Budgeted: Yes Source: Park Dedication Fund Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jon Nelson, Assistant City Engineer
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CITY OF LAKEVILLE

NORTH CREEK GREENWAY TRAIL PEDESTRIAN CROSSING

170TH STREET CROSSING

BETWEEN EMBERS AVENUE AND EASTWOOD AVENUE



December 9, 2024



December 9, 2024

Lakeville City Hall
Jon Nelson
20195 Holyoke Avenue
Lakeville, MN 55044

SUBJECT: PROJECT: 25-15A PROPOSAL FOR CITY OF LAKEVILLE – NORTH CREEK GREENWAY TRAIL PEDESTRIAN CROSSING DESIGN

Dear Jon Nelson and Members of the Selection Committee:

SRF Consulting Group (SRF) is excited to submit this proposal for the North Creek Greenway Crossing at 170th Street, located between Embers Avenue and Eastwood Avenue, in the City of Lakeville. This project aims to deliver an enhanced greenway crossing at the 170th Street location to provide safe, comfortable, and convenient access of the greenway, with construction scheduled for 2025. Our scope will include public engagement, evaluation of the most suitable crossing designs and location, and the development of final plans for bidding.

We have assembled a highly experienced team, bringing expertise in the design and implementation of pedestrian/bicycle crossings. Below, we outline key reasons for selecting our firm for this project:

Project Manager:

Chris Brown, AICP, PTP, will serve as the project manager, leading the team throughout the process. Chris is a recognized expert in pedestrian crossing safety, with significant experience in projects across Dakota County. Notable completed projects include the Lakeville Pedestrian Crossing Study and Policy, Dakota County Pedestrian Crossing Study and Guidance, Rosemount Pedestrian Crossing Study and Policy, Lake Elmo Crossing Study and Policy, the CSAH 56 (Concord Boulevard)/Mississippi River Greenway Crossing Study and Design Improvement Project, and the Mankato/North Mankato MPO – MSU Pedestrian Crossing Study.

Key Team Members:

Sean Clarke, PE, will be the design lead, overseeing engineering and the final plan production for the project. **Brady Rutman, PE**, will lead the quality assurance/quality control (QA/QC) processes. Sean and Brady have collaborated with Chris on several similar projects in Dakota County, ensuring efficient coordination and a deep understanding of the project's needs.

Availability:

Our team is transitioning off other projects at the end of 2024, making them immediately available to begin work on this project in early 2025. As the project manager, Chris Brown will lead all facets of the project with strong support from Sean Clarke, who will lead all design production.

Schedule:

Given the project's tight timeline, we are committed to meeting all milestone dates. The preliminary design will be completed by early February 2025, followed by final design completion by April. Our experienced team is well-equipped to handle the fast-paced nature of this project and ensure all deliverables are on time.

We are confident that SRF's expertise in pedestrian/bicycle crossing design, combined with our dedicated team, will result in a successful and timely project for the City of Lakeville. We look forward to the opportunity to collaborate on this important initiative.

Thank you for considering our proposal. Should you have any questions or require additional information, please feel free to contact me at cbrown@srfconsulting.com or 763.452.4832.

Sincerely,

Chris Brown, AICP, PTP
Project Manager

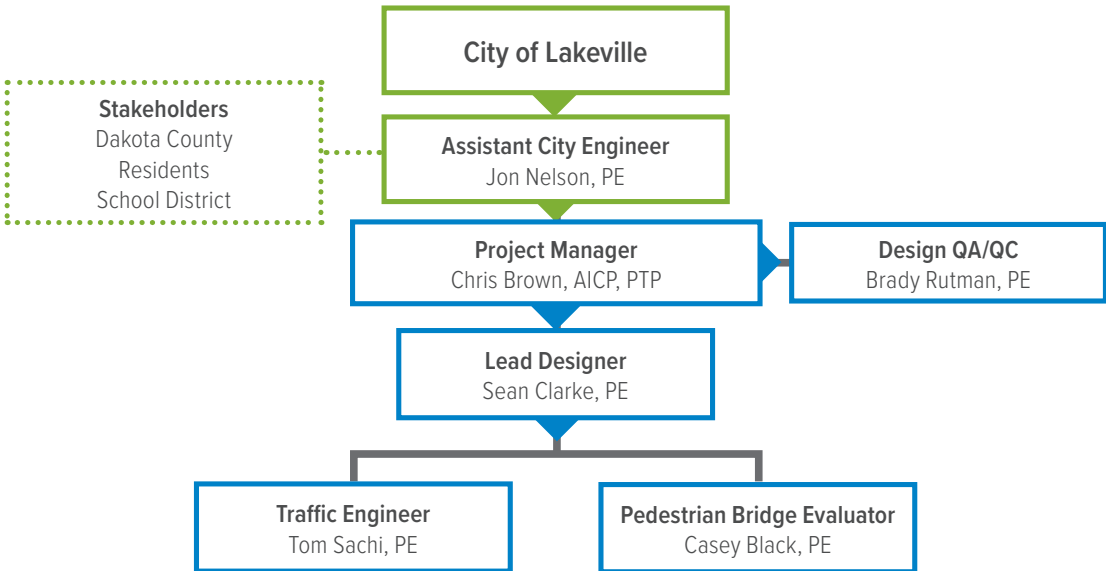
Patrick T. Corkle, PE
Project Director

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PROJECT TEAM AND EXPERIENCE

Chris Brown, AICP, PTP, will serve as the project manager for the initial phase, overseeing the front-end development of the project. He will guide the preliminary design process, including concept development and evaluation, as well as lead stakeholder engagement efforts. **Sean Clarke, PE**, will act as the lead designer, being closely

involved throughout the process and taking charge of the engineering and plan production aspects of the project. **Brady Rutman, PE**, will ensure quality assurance and quality control (QA/QC) throughout the project. **Tom Sachi, PE**, will provide expertise in traffic consultation, while **Casey Black, PE**, will assess the pedestrian bridge concept.

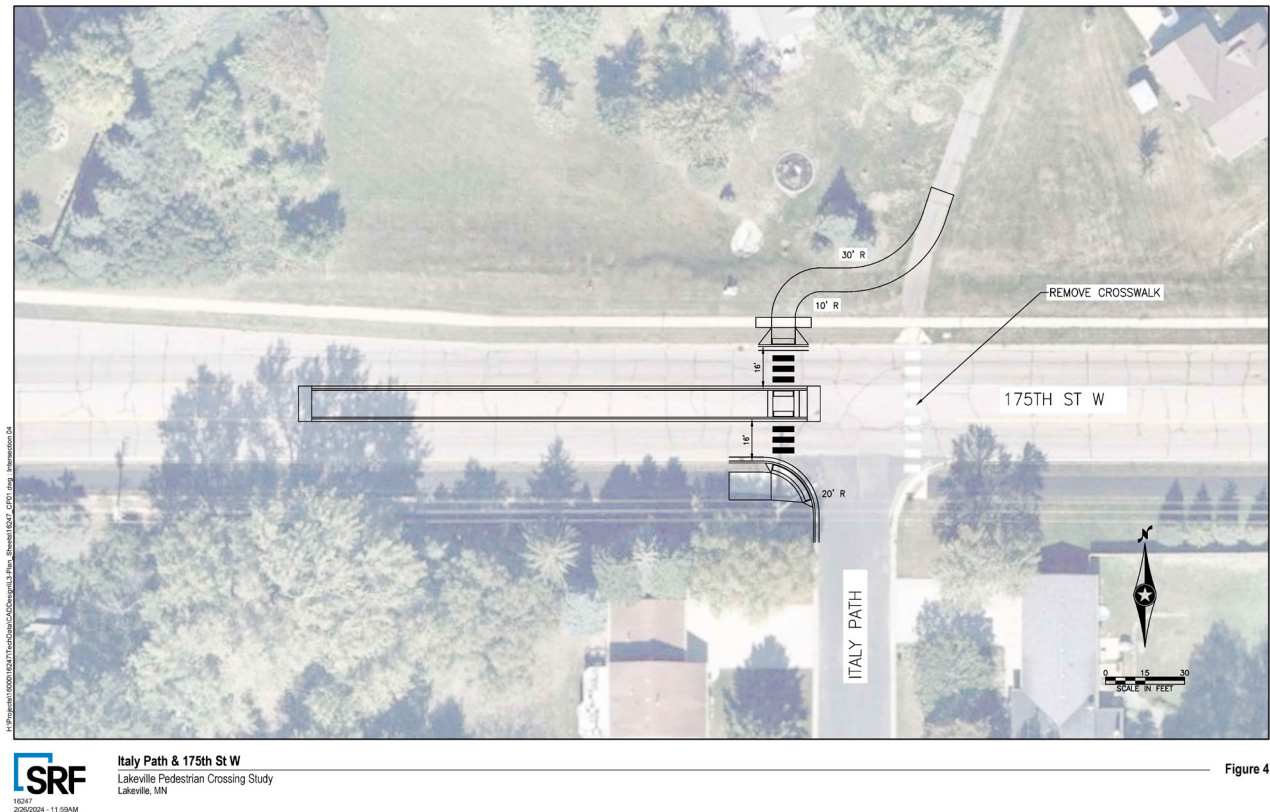


Chris has over a decade of experience planning and engaging with communities while working in the private, public, and nonprofit sectors. Chris' experience spans all facets of the transportation planning field, and his passion is primarily active transportation planning and design. He leads SRF's active transportation service line and coordinates across the company to successfully execute these projects. Chris works to equitably expand mobility options by creatively designing spaces where those of all ages, abilities, backgrounds can travel safely, comfortably, and conveniently by walking, rolling, and biking. Chris' skills are unique as his experience spans large-scale planning efforts, traffic/mobility engineering, and complex pedestrian/bicycle design projects. He understands, and has successfully managed, projects from idea to construction. Chris' strengths are in synthesizing complex data, developing creative solutions, and meaningfully communicating to exceed his client partner's expectations. He is an expert in pedestrian-crossing safety projects; following are a few key examples of his experience.

- [Lakeville](#) – Pedestrian Crossing Study and Policy
- [Mankato/North Mankato MPO](#) – MSU Stadium Road Pedestrian Crossing Study
- [Dakota County](#) – Pedestrian Crossing Study and Guidance
- [Rosemount](#) - Pedestrian Crossing Study and Policy
- [Dakota County](#) – CSAH 56 (Concord Boulevard)/Mississippi River Greenway Crossing Study and Design Improvement Project
- [Lake Elmo](#) – Pedestrian Crossing Study and Policy
- [Eagan](#) – Crosswalk Policy Update
- [Eagan](#) – Trail Gap Feasibility Study
- [Eagan](#) – Trail Gap Study (Phase 2)
- [Washington County](#) – Radio Drive Pedestrian Management
- [MnDOT](#)– Pedestrian and Bike Facility Design Training
- [MnDOT](#) – High Priority Pedestrian Safety Improvements Study
- [MnDOT](#) – White Earth TH 113 Pedestrian Study

PEDESTRIAN CROSSING STUDY AND POLICY

Lakeville, Minnesota



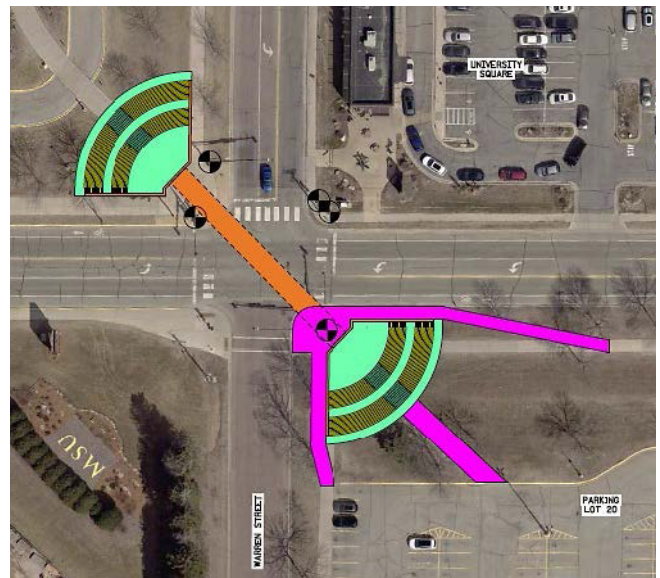
SRF developed pedestrian crossing guidance and a crosswalk policy for the City of Lakeville. This included a citywide study to prioritize areas for future pedestrian crossing enhancements and organizing a council-approved crosswalk policy. Using a variety of data sources, SRF developed a geospatial tool that analyzed the city's walking and biking network and prioritized areas for further review of potential improvements. The GIS tool can be easily updated with new information and was used to study a "Top 10" list of locations where conceptual designs were developed to demonstrate how the city's new crosswalk policy could support this process. Those crossing designs were vetted with recommended concepts and cost estimates provided to the city for future use. SRF connected with over 600 people through the study process in-person and virtually to identify issue areas and develop consensus around the study. The culmination of this effort was a City-approved crosswalk policy to transparently guide future crossing improvement projects and the prioritization tool for continual long-term planning of projects.

MANKATO/NORTH MANKATO MPO | STADIUM ROAD PEDESTRIAN CROSSING STUDY

Mankato, Minnesota



The objective of this project was to develop low/cost high benefit crossing solutions of Stadium Road at the Minnesota State University campus, as well as long-term grade separation feasibility recommendations. Thousands of students cross Stadium Road each day and due to the constrained nature of the corridor, creative solutions were required to improve the safety of pedestrians and bicyclists accessing the campus. The analysis included data collection and high-level traffic modeling of pedestrian crossings and associated delay for all modes, extensive engagement with students and the surrounding community, and conceptual design/cost estimates of at-grade and grade separated crossing projects for future implementation.



PEDESTRIAN CROSSING SAFETY ASSESSMENT

Dakota County, Minnesota

SRF worked closely with Dakota County to achieve their long-term objective of creating an inclusive and accessible multimodal network by organizing detailed guidance to inform county (and local) staff and other interested parties (e.g., elected officials, residents, etc.) of recommended infrastructure enhancements to improved pedestrian crossings of county roadways. SRF reviewed local, state, and national research and best practices and closely reviewed several uncontrolled crossing locations across Dakota County, with each representing a different roadway type by number of lanes, posted speed limit, and surrounding context. Temporary demonstration projects were designed and implemented to understand how marking a crosswalk, in-street pedestrian signage, rectangular rapid flashing beacons, and geometric improvements (i.e., tightened curb radii and pedestrian refuge islands) affected pedestrian and bicycle demand, driver stop compliance, traffic speeds, and other key metrics.

The demonstration projects were evaluated with an extensive before and after data collection effort and community surveys. The effort also included collecting and reviewing crossing data videos and online surveys unique to each location to gauge how the public perceived the temporary treatments.

CONCORD BOULEVARD & MISSISSIPPI RIVER GREENWAY CROSSING STUDY

Dakota County, Minnesota



SRF is working closely with Dakota County to complete the planning and redesign of uncontrolled crossings for people walking, rolling, and biking along and across Concord Boulevard (CSAH 56) in Inver Grove Heights and South St. Paul. This higher volume and speed county road has the highly trafficked 27-mile Mississippi River Greenway running along much of the study area. The objective of the study was to identify key crossing locations so the surrounding residents and users of the greenway could both safely access the greenway and travel along the corridor. Using the latest best practices and guidance and building off of SRF's customized crossing guidance found in the county's Pedestrian Crossing Safety Assessment, the highest priority locations and conceptual improvement options were developed. The community was closely engaged throughout the study to ensure the right crossings were identified and that community consensus was

achieved for the proposed crossing treatments which included raised crosswalks and truck aprons. The final design will be completed in 2024 with anticipated construction in 2025.



MNDOT | HIGH PRIORITY PEDESTRIAN SAFETY IMPROVEMENT PLAN

Statewide, Minnesota

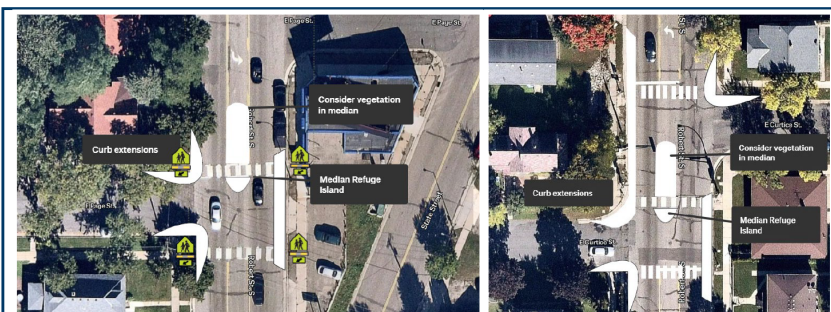
MnDOT's Statewide Pedestrian System Plan identified high priority areas for walking (Tier 1); this study focuses on these Tier 1 areas to assist with the implementation of pedestrian safety improvements. As part of the consultant team, SRF and Isthmus are working to support this process and the culmination of producing action plans for each MnDOT district. Our work includes supporting the development of technical memorandums documenting existing conditions analysis, organizing a toolbox of pedestrian infrastructure treatments and associated background/benefits/planning-level costs, and leading the organization/production of project cut sheets which document potential pedestrian project improvements. Once complete, we will support training and action plans to create a process and pipeline for districts to continue prioritizing these important safety improvements and provide the tools necessary to do so.

POTENTIAL INFRASTRUCTURE TREATMENTS

As part of the upcoming preservation projects, installing curb extensions, pedestrian refuge islands, Rectangular Rapid Flashing Beacons, and crosswalk lighting can address safety concerns. Other considerations such as signage improvements and signal upgrades are important to consider as well.

Infrastructure	Implementation	Benefit	Estimated Cost	CMFs*
Curb extensions (Page, Baker, and Curtice)	Preservation Plus	Reduces the time that pedestrians are in the path of traffic when crossing and improves visibility	\$5,000 - \$10,000/corner	45%
Pedestrian Refuge Island (Baker, Page, and Curtice)	Preservation Plus	Reduces the time that pedestrians are in the path of traffic when crossing and improves visibility while creating a two stage crossing.	\$25,000 - 50,000	46%
Rectangular Rapid Flashing Beacons (Page and Baker)	Preservation Plus	Increases driver awareness of pedestrians crossing and has shown to produce motorist yield compliance of >90% in most cases.	\$10,000 - 40,000/crossing	47%
Crosswalk Lighting (Page and Baker)	Preservation Plus	Increase visibility of people crossing the roadway in dark conditions.	\$10,000 - \$50,000 per intersection	45%
Signal modification (Leading ped intervals, extended ped clearance time, ped recall, countdown timer, shortened cycle lengths) (Curtice)	Preservation Plus	Extended pedestrian clearance time provides adequate time for those of all ages and abilities to safely cross at signalized intersections; LPI reduces conflict points between pedestrians and turning vehicles; shortened cycle length reduces risk taking behavior of people walking.	\$0 - 4,000 per intersection	19% (LPI); 91% (countdown timer)

*Crash Modification Factors (CMFs) are used to compute the expected number of crashes after implementing a countermeasure on a road or intersection. A number less than 100% indicates a decrease in crashes.



Draft preservation project concept for Hwy 3 at Page St (left) and Curtice St (right). Baker St concept is similar to Page St. (image source: Felt)

PROJECT UNDERSTANDING

This project aims to design and implement the most effective trail crossing treatment, following established engineering standards and best practices. The project outcome will include a safe and comfortable at-grade crossing improvement as well as potential long-term crossing project if grade separate is feasible. The goal is to complete the Plans, Specifications, and Estimates (PS&E) by late spring to ensure that the improvements can be constructed and operational by summer.

PROJECT APPROACH

Our approach focuses on evaluating three potential trail crossing locations: 1) the existing crossing, 2) a location approximately 275 feet to the west of the existing crossing and aligned with the north/south greenway connection, and 3) a crossing at the east leg of Embers Avenue. For each of these sites, we will develop two at-grade crossing planning-level concepts based upon Lakeville's crossing guidance (which aligns with Dakota County's). These concepts will be assessed against criteria such as cost, potential impacts or flaws, effectiveness, and consistency with other greenway crossings.

The consultant will provide a ranking or recommendation for the preferred concept to the Project Management Team (PMT). The City/PMT will then select the final concept for design. The preliminary design phase will further clarify the decision-making process.

Given the technical nature of this project and its alignment with consistent crossing enhancements throughout Lakeville and Dakota County, we do not anticipate the need for an extensive public engagement process. Our primary goal is to inform the public about the proposed crossing treatments and the project schedule, while also addressing any specific concerns. Up to two (2) meetings with key stakeholders will be held to ensure their input is considered.

WORK PLAN:

Our project manager, **Chris Brown**, along with our design lead, **Sean Clarke**, will oversee the completion of the following work tasks to ensure the project's success. The scope of services for this project will include a public involvement, utility coordination, traffic analysis, and both preliminary and final engineering design. The proposal should outline the following services and assumptions:



Task 1 – Project Management

Chris Brown, with Sean Clarke, will lead weekly virtual conference calls with the city's project manager, each lasting approximately 20 to 30 minutes. Additionally, we will host up to five (5) virtual Project Management Team (PMT) meetings with the City of Lakeville and Dakota County. During each meeting, we will review the project schedule, discuss completed work, and outline upcoming tasks.



Task 2 – Public Involvement

An open house will be held after the preferred concept has been selected thru a technical process. This informational meeting will allow the public to understand the proposed improvements, construction schedule and impacts, and ask questions with the project team. Additionally, up to two (2) virtual meetings assumed to be one (1) hour each will be held with key stakeholders (list provided in the RFP) to address any concerns or input.

Our project team will also provide text for up to two (2) project website updates, assumed to be a hosted page on the city's website, as well as text for up to four (4) social media posts advertising the Open House and key project milestones. Finally, our team will design and print two (2) yards signs that will be placed at the greenway crossing with a QR code advertising the greenway project page and overall project.



Task 3 – Right-of-Way

SRF will collect and map all existing right-of-way, easements, and property information, which will be shown on the project plans. Based on the current project scope, we do not anticipate the need for any permanent or temporary right-of-way acquisitions. However, should the need arise, SRF can provide right-of-way services as an additional task, subject to a separate fee.



Task 4 – Topographic Surveying

SRF plans to utilize the survey data from the current trail project for the topographic base mapping and utility information. We will also complete supplemental surveys for the preferred concept, as needed. The time allocated for this task will include incorporating the existing survey data into our plan set. We assume that no additional stormwater treatment will be required for this project, and therefore, no further survey work related to stormwater features will be necessary.



Task 5 – Environmental

The City will provide SRF with an updated wetland delineation report for the project area, which will be used during the concept development and evaluation phases. No additional environmental tasks are included in the scope of this project, and we do not anticipate the need for further environmental studies or assessments.



Task 6 – Utility Identification and Coordination

SRF will handle all utility coordination and GSOC work for the project. We plan to utilize the utility information collected from the adjacent trail project as the base file for this task. Our process will include confirming the ownership of each existing utility, developing a list of contact personnel, and initiating correspondence with the potentially affected utility companies. This will ensure that all relevant utilities are identified and any necessary coordination is conducted early in the design phase.



Task 7 – Traffic Forecasting and Analysis

To evaluate the pedestrian crossings, SRF will conduct a traffic analysis, including vehicular speed and volume counts. While we could use the speed limit and daily volumes from MnDOT's flow maps, we recommend collecting the most up-to-date traffic data at the crossing location for accuracy. This will include both traffic volume and speed data.

Regarding pedestrian crossing data, since the project is scheduled during the winter months, this data may not be as useful. However, we recommend that, as a regional trail crossing, the pedestrian volume will likely exceed the threshold outlined in the relevant pedestrian volume matrix.

Three potential trail crossing locations are being considered: 1) the existing crossing, 2) a location approximately 275 feet to the west of the existing crossing and aligned with the north/south greenway connection, and 3) a crossing at the east leg of Embers Avenue. We will collect traffic counts and conduct a traffic analysis at Embers Avenue to assess intersection operations and evaluate the impacts of potential adjustments to the westbound right-turn lane. Additionally, the Dakota County Travel Demand Model (or other available data) will be used to forecast future daily traffic volumes at the crossing location.

A guardrail currently exists on the north side of the road, and we will evaluate whether it needs to remain in place or if it can be shortened to accommodate proposed crossing improvements.



Task 8 – Preliminary Design

Using the traffic data and other existing conditions data collected, we will analyze the crossing using Lakeville's crossing guidance developed by SRF. It is anticipated that the concept alternatives will include evaluation of curb extensions, pedestrian refuge median, rectangular rapid flashing beacons (and potential advanced flashers), and other potential solutions suggested from this guidance.

During the preliminary design phase, SRF will develop up to six (6) planning-level design concepts for the greenway crossing improvements, along with associated planning-level cost estimates for each concept. It is anticipated that two (2) alternatives will be studied for each of the three proposed locations listed above. These concepts will be evaluated using criteria such as cost, pedestrian/bicycle safety/comfort (driver yielding, etc.), potential impacts or flaws, effectiveness, maintenance, utilities, and consistency with other greenway crossings in the city and county. The preferred option from this concept evaluation will be selected by the PMT for further refinement, ultimately becoming the 30% design plan.

A grade-separation evaluation, led by Casey Black, will assess the feasibility of a grade-separated crossing, including a planning-level cost estimate. The feasibility analysis will include review of one (1) undercrossing and the associated impacts. This could include wetlands, property, and other considerations to understand if this could be a feasible long-term solution to pursue when funding arises.

The outcome of this task will ensure that the selected concept aligns with the project goals, provides a clear path forward, and is supported by a realistic budget estimate.



Task 9 – Final Design

The specific improvements for the project will be determined during the preliminary design phase (Task 8). However, the final design scope will include several plan sheets, independent of the exact improvement selected. This scope assumes geometric improvements at the crossing, such as medians and curb extensions, including additional enhancements like lighting and Rectangular Rapid Flashing Beacons (RRFB).

Plan Sheets will include:

- Title Sheet
- General Layout/Index Sheet
- Existing and Proposed Typical Sections
- SEQ and Quantity Tabulations
- Existing Topography and Utility Tabulations (provided by the trail project; no public utility relocation is anticipated)
- Removals, Construction Plans, and Profiles
- Public Utility Adjustments (not anticipated), Erosion Control/Turf Establishment
- Signing and Striping Plans (does not include Signal System, Lighting Plans, or Traffic Control Plans)
- Cross-Sections, as needed

Plan Submittals:

- 30% Plans and Engineer's Estimate (completed in Task 8)
- 90% Plans, Specifications, and Engineer's Estimate
- 100% Bidding Plans, Specifications, and Final Engineer's Estimate

We do not anticipate the need for stormwater management with this project. Additionally, we will prepare the contract manual and special provisions, including those provided by the City. SRF will also assist the City during the bidding process with any addenda or clarifications required for the construction documents.



Task 10 – Permits and Approvals

The approval process will ensure that all design documents meet the necessary standards and are ready for construction. SRF will coordinate with the Project Management Team (PMT) and relevant stakeholders to review and approve all design deliverables. Key tasks during this phase include:

1. **Review and Refinement:** SRF will present the 30%, 90%, and 100% design plans to the PMT for review and feedback. Revisions based on this feedback will be incorporated to finalize the design.
2. **Coordination with Agencies:** SRF will coordinate with the necessary local, state, and federal agencies to ensure compliance with regulatory and permitting requirements.

The required permits and approvals include:

- **MnDOT State Aid:** At the 90% design stage, SRF will provide a courtesy plan set to State Aid for high-level comments on standards.
 - **Minnesota Pollution Control Agency (NPDES Permit):** This is not anticipated in the scope of work, as no stormwater management is expected to be required for the project.
3. **Final Approval:** Upon completing all necessary reviews, SRF will finalize the design documents for approval by the City of Lakeville and Dakota County, preparing the project for bidding and construction.



Future Anticipated Scope (Amendment): Construction Services

SRF is fully capable of performing construction services for this project. We bring significant experience to this phase, having successfully completed construction services for Dakota County on a crossing in the City of Eagan, where we also provided the design.

The services provided under this amendment could include:

1. **Construction Administration Support:** SRF will provide oversight and support throughout the construction phase to ensure the project is executed according to the approved plans and specifications. This will include reviewing contractor submittals, addressing Requests for Information (RFIs), and coordinating with the construction team to resolve any issues.

2. **Site Visits and Inspections:** SRF will conduct regular site visits to monitor progress, verify that construction is progressing as planned, and ensure adherence to safety and quality standards. These inspections will help identify and address any issues promptly.
3. **Change Order Management:** SRF will assist with the review, analysis, and management of any change orders during construction, ensuring that scope, budget, and schedule adjustments are made as necessary.
4. **Final Inspections and Documentation:** Upon completion of construction, SRF will perform a final inspection to ensure all work is in accordance with the approved plans. We will assist in preparing final project documentation, including closeout reports, as-built plans, and any necessary certifications.
5. **Post-Construction Support:** Following the project's completion, SRF will provide post-construction support as required, addressing any concerns or issues that may arise.

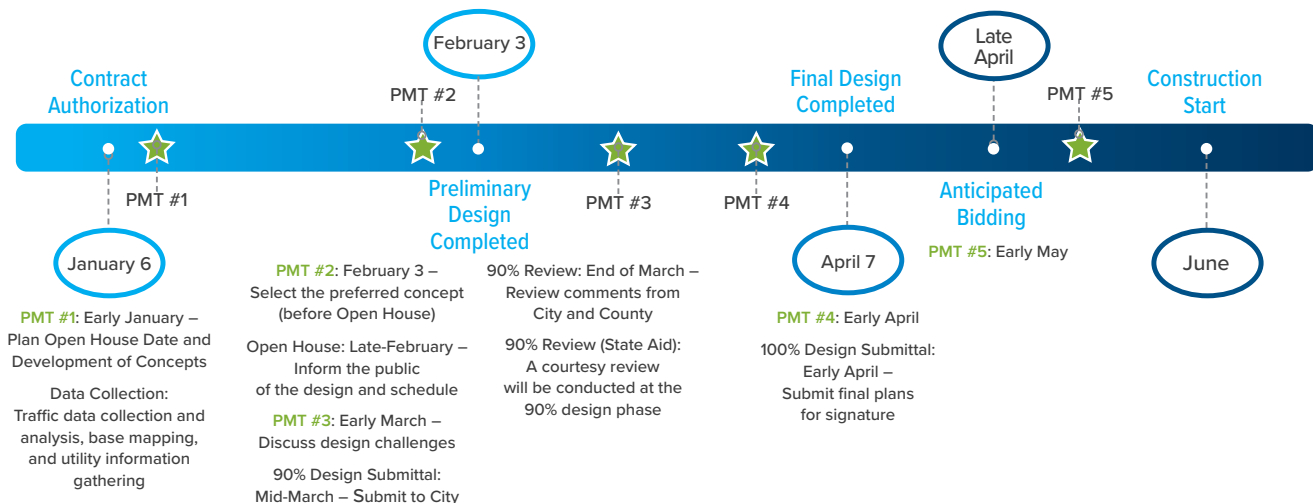


With our extensive experience in both design and construction services, SRF is well-positioned to ensure the successful delivery of this project.

SCHEDULE

SRF (Chris Brown and Sean Clarke) will work closely with the City of Lakeville and Dakota County to finalize plans for construction, aiming for completion of the design in late spring to allow construction to begin next summer. The following is the anticipated project schedule:

2025

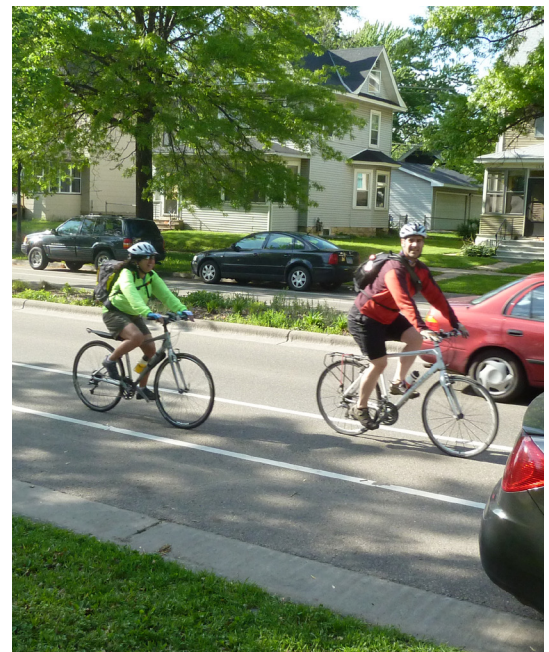


FEE ESTIMATE

This fee estimate outlines the anticipated costs associated with the services required for the successful completion of the project. The estimate is based on the scope of work, project tasks, and the expected level of effort required at each phase. SRF has developed this fee estimate to ensure the project is completed efficiently and within budget, while meeting the needs of the City of Lakeville.

The fees provided include all necessary services for design, public engagement, permitting, traffic analysis, and final construction documents, as well as project management and coordination throughout the process. We are committed to delivering high-quality work and ensuring the project progresses smoothly through each phase.

The overall fee is **\$88,409.00** with details following in the attached spreadsheet. We are willing to negotiate the fee depending on the actual scope of work.



SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

<u>TASK NO.</u>	<u>SUMMARY OF TASKS</u>	<u>Project Overview:</u>
1	Project Management	
2	Public Involvement	
3	Right-Of-Way	
4	Topographical Survey	
5	Environmental	
6	Utility Identification and Coordination	
7	Traffic Forecasting and Analysis	
8	Preliminary Design	
9	Final Design	
10	Permits and Approvals	

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
1.0	Project Management											
	<u>Assumptions:</u>											
	Project Duration: 5 Months											
1.1	Administration and Coordination	6	-	4	4	-	-	-	-	6	20	\$3,850.00
1.2	Weekly Virtual Calls (30min) (up to 20 calls)	-	-	10	10	-	-	-	-	-	20	\$3,700.00
1.3	PMT Meetings (5-1hr long) Virtual	-	-	8	8	-	-	-	-	-	16	\$2,960.00
1.4	Quality Assurance and Quality Control Functions (QA/QC)	-	-	4	-	-	-	-	-	-	4	\$780.00
	<u>SRF Deliverables:</u>											
	Schedule, work status and upcoming tasks											
	SUBTOTAL - TASK 1	6	0	26	22	0	0	0	0	6	60	\$11,290.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT.	TOTALS	EST_FEE
2.0	Public Involvement <u>Assumptions:</u> Task 2 removed. <u>SRF Deliverables:</u> None											
	SUBTOTAL - TASK 2	0	0	0	0	0	0	0	0	0	0	\$0.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)

Work Tasks and Person-Hour Estimates



Subconsultants:

18748.PP

TASK NO.	TASK DESCRIPTION	PROF.VIII-VII	PROF.VI	PROF.V	PROF.IV	PROF.III	PROF.II	PROF.I	TECH.	SUPPORT	TOTALS	EST.FEE
3.0	Right-Of-Way <u>Assumptions:</u> It may not be necessary for the project to preform the extent of work identified in this RFP related to this task. For our fee, we assumed the City will provide complete and accurate right-of-way mapping for use in our plan set from the Greenway project on each side of the study area. SRF will work with the City to save resources where possible. Assume no right-of-way or easements. Time is for coordination only. <u>Client Deliverables:</u> City will provide complete and accurate right-of-way for use in the plan sets.											
3.1	Coordination with other adjacent project for incorporation of their existing right-of-way base mapping	-	-	2	-	-		-	-	-	2	\$390.00
3.2	Identify right-of-way or easement information (assume none)	-	-	-	-	-	-	-	-	-	0	\$0.00
3.3	Right-of-way acquisitions (assume none)	-	-	-	-	-	-	-	-	-	0	\$0.00
3.4	Identify survey corner and boundaries (assume none)	-	-	-	-	-	-	-	-	-	0	\$0.00
	<u>SRF Deliverables:</u> None											
	SUBTOTAL - TASK 3	0	0	2	0	0	0	0	0	0	2	\$390.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
4.0	Topographical Survey <u>Assumptions:</u> The City has survey (drone) information from the trail project for the project area. SRF will collect detailed survey of the preferred crossing location. The city will plan to provide what has been obtained for the trail project. <u>Client Deliverables:</u> City will provide survey from the existing trail project											
4.1	Coordination with other adjacent project for incorporation of their existing survey base mapping <u>SRF Deliverables:</u> None	-	2	-	-	-	4	-	40	-	46	\$7,340.00
	SUBTOTAL - TASK 4	0	2	0	0	0	4	0	40	0	46	\$7,340.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
5.0	Environmental <u>Assumptions:</u> Incorporate existing information into concept development and final plans <u>Client Deliverables:</u> Updated Wetland Delineation Report											
5.1	Review and incorporate updated wetland delineation report <u>SRF Deliverables:</u> None	-	-	2	-	-	-	-	-	-	2	\$390.00
SUBTOTAL - TASK 5		0	0	2	0	0	0	0	0	0	2	\$390.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
6.0	Utility Identification and Coordination <u>Assumptions:</u> It may not be necessary for the project to perform the extent of work identified in this RFP related to this task. SRF assumes the city will be able to provide utility survey and mapping from the adjacent greenway project that will cover the proposed work area. SRF will work with the City to save resources where possible. GSOC Ticket 1 Utility Coordination Meeting - 1 hr long + 1 hr for prep and 2 hrs of follow up Minor Utility Base Map updates <u>Client Deliverables:</u> Existing Utility Information											
6.1	Utility Identification (GSOC Tickets)	-	-	-	-	2	6	-	-	-	8	\$1,110.00
6.2	Utility Coordination	-	-	2	-	4	-	-	-	-	6	\$990.00
6.3	Utility Base Mapping Updates	-	-	-	-	8	8	-	-	-	16	\$2,280.00
	<u>SRF Deliverables:</u> Utility Base Mapping											
	SUBTOTAL - TASK 6	0	0	2	0	14	14	0	0	0	30	\$4,380.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF.VIII-VII	PROF.VI	PROF.V	PROF.IV	PROF.III	PROF.II	PROF.I	TECH.	SUPPORT.	TOTALS	EST.FEE
7.0	Traffic Forecasting and Analysis											
	<u>Assumptions:</u> Collecting data at the existing crossing and intersection to the west (Embers).											
7.1	Collect speed and count data at the crossing	-	-	-	-	-	6	-	-	-	6	\$810.00
7.2	Collect turning movement count at Embers Avenue. Complete Synchro/Sim-Traffic Analysis to determine right-turn length.	-	2	-	-	-	8	8	-	-	18	\$2,400.00
7.3	Travel Demand Forecast Daily Volume. Use forecast daily traffic volumes to evaluate the impacts of future traffic volumes (already published number or growth rate).	-	2	-	-	-	4	-	-	-	6	\$940.00
7.4	Evaluation of existing guard rail - needs and length	-	8	-	-	-	-	-	-	-	8	\$1,600.00
7.5	Brief Document Compiling the Information	-	2	-	-	-	8	-	-	-	10	\$1,480.00
	<u>SRF Deliverables:</u> Speed and Count Data											
	SUBTOTAL - TASK 7	0	14	0	0	0	26	8	0	0	48	\$7,230.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT.	TOTALS	EST_FEE
8.0	Preliminary Design <u>Assumptions:</u> 6 Crossing Concepts 2 to 3 bridge/tunnel concepts. More detailed than maybe suggested in RFP. <u>Client Deliverables:</u> Selection of preferred concept											
8.1	Crossing Evaluation and Lakeville Guidance Review (6 crossings)	-	-	8	8	-	-	8	-	-	24	\$3,880.00
8.2	Six (6) at grade-alternatives planning-level concept drawings and cost estimates	-	-	16	-	40	16	-	-	-	72	\$11,280.00
	<u>SRF Deliverables:</u> Crossing Evaluation Matrix, Grade-Separation Memo and Concepts/Cost Estimates											
	SUBTOTAL - TASK 8	0	0	24	8	40	16	8	0	0	96	\$15,160.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)

Work Tasks and Person-Hour Estimates



Subconsultants:

18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
9.0	Final Design <u>Assumptions:</u> It may not be necessary for the project to preform the extent of work identified in this RFP related to this task. SRF will work with the City to save resources where possible. This assumes an at-grade crossing and not a grade-separation. Includes RFFB and Lighting (seems gudiance might push us to this type of enhancement)											
	<u>Client Deliverables:</u>											
9.1	30% Plans and Engineer's Estimate (Scope and Fee Provided in Task 8)	-	-	-	-	-	-	-	-	-	0	\$0.00
9.2	90% Plans, Specifications, and Engineer's Estimate	-	-	40	4	-	120	-	-	-	164	\$24,700.00
9.3	Final Plans, Specifications, and Engineer's Estimate	-	-	20	-	-	20	-	-	-	40	\$6,600.00
9.4	Assist the City on Addenda for plan clarifications	-	-	8	-	-	8	-	-	-	16	\$2,640.00
9.5	90% and Final Plans - RFFB Design (Solar)	-	-	-	4	-	-	20	-	-	24	\$3,000.00
9.6	90% and Final Plans - Lighting Design at the Crossing (two light pole)	-	8	-	-	20	-	-	-	-	28	\$4,600.00
	<u>SRF Deliverables:</u> PS&E 90% and 100%											
	SUBTOTAL - TASK 9	0	8	68	8	20	148	20	0	0	272	\$41,540.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT.	TOTALS	EST. FEE
10.0	Permits and Approvals <u>Assumptions:</u> Task 10 removed <u>Client Deliverables:</u> <u>SRF Deliverables:</u> None											
	SUBTOTAL - TASK 10	0	0	0	0	0	0	0	0	0	0	\$0.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)

Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
TOTAL ESTIMATED PERSON-HOURS		6	24	124	38	74	208	36	40	6	556	
AVERAGE HOURLY PAYROLL RATE		\$270	\$200	\$195	\$175	\$150	\$135	\$115	\$160	\$125		
ESTIMATED LABOR		\$1,620	\$4,800	\$24,180	\$6,650	\$11,100	\$28,080	\$4,140	\$6,400	\$750		\$87,720.00
SRF ESTIMATED DIRECT NON-SALARY EXPENSES												\$689.00
SUBTOTAL: (SRF Labor and Expenses)												\$88,409.00
SUBCONSULTANTS:												\$0.00
TOTAL ESTIMATED FEE (SRF and Subconsultants combined)												\$88,409.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
ESTIMATE OF DIRECT NON-SALARY EXPENSES:												
	MILEAGE:	Personal Vehicles		700	Miles @	\$0.670						\$469.00
	PRINTING & MAILING:			50	Copies @	\$2.00						\$100.00
	TRAFFIC COUNTS	Hours		12	Hours @	\$10.00						\$120.00
										SRF EXPENSES:		\$689.00
SUBCONSULTANTS:												
										SUBCONSULTANTS:		\$0.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	EST_FEE
SUMMARY OF LABOR COSTS:		PROF_VIII-VII	PROF_VI	PROF_V	PROF_IV	PROF_III	PROF_II	PROF_I	TECH.	SUPPORT	TOTALS	TOTALS
1	Project Management	\$ 1,620.00	\$ -	\$ 5,070.00	\$ 3,850.00	\$ -	\$ -	\$ -	\$ -	\$ 750.00		\$11,290.00
2	Public Involvement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0.00
3	Right-Of-Way	\$ -	\$ -	\$ 390.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$390.00
4	Topographical Survey	\$ -	\$ 400.00	\$ -	\$ -	\$ -	\$ 540.00	\$ -	\$ 6,400.00	\$ -		\$7,340.00
5	Environmental	\$ -	\$ -	\$ 390.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$390.00
6	Utility Identification and Coordination	\$ -	\$ -	\$ 390.00	\$ -	\$ 2,100.00	\$ 1,890.00	\$ -	\$ -	\$ -		\$4,380.00
7	Traffic Forecasting and Analysis	\$ -	\$ 2,800.00	\$ -	\$ -	\$ -	\$ 3,510.00	\$ 920.00	\$ -	\$ -		\$7,230.00
8	Preliminary Design	\$ -	\$ -	\$ 4,680.00	\$ 1,400.00	\$ 6,000.00	\$ 2,160.00	\$ 920.00	\$ -	\$ -		\$15,160.00
9	Final Design	\$ -	\$ 1,600.00	\$ 13,260.00	\$ 1,400.00	\$ 3,000.00	\$ 19,980.00	\$ 2,300.00	\$ -	\$ -		\$41,540.00
10	Permits and Approvals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0.00
TOTALS		\$1,620.00	\$4,800.00	\$24,180.00	\$6,650.00	\$11,100.00	\$28,080.00	\$4,140.00	\$6,400.00	\$750.00		\$87,720.00

SRF Consulting Group, Inc.
Client: City of Lakeville
Project: North Creek Greenway Trail Pedestrian Crossing Design (25-15A)
Subconsultants:

Work Tasks and Person-Hour Estimates



18748.PP

TASK NO.	TASK DESCRIPTION	PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	EST. FEE
SUMMARY OF HOURS:		PROF. VIII-VII	PROF. VI	PROF. V	PROF. IV	PROF. III	PROF. II	PROF. I	TECH.	SUPPORT	TOTALS	
1	Project Management	6	-	26	22	-	-	-	-	6	60	
2	Public Involvement	-	-	-	-	-	-	-	-	-	0	
3	Right-Of-Way	-	-	2	-	-	-	-	-	-	2	
4	Topographical Survey	-	2	-	-	-	4	-	40	-	46	
5	Environmental	-	-	2	-	-	-	-	-	-	2	
6	Utility Identification and Coordination	-	-	2	-	14	14	-	-	-	30	
7	Traffic Forecasting and Analysis	-	14	-	-	-	26	8	-	-	48	
8	Preliminary Design	-	-	24	8	40	16	8	-	-	96	
9	Final Design	-	8	68	8	20	148	20	-	-	272	
10	Permits and Approvals	-	-	-	-	-	-	-	-	-	0	
TOTALS		6	24	124	38	74	208	36	40	6	556	



Date: 1/6/2025

Ritter Meadows Amendment to Development Contract and Plat Correction

Proposed Action

Staff recommends adoption of the following motion: Move to approve 1) a resolution approving a Second Amendment to the Ritter Meadows development contract, and 2) a plat correction for the Ritter Meadows final plat.

Overview

TCLD LF3, LLC (Twin Cities Land Development) has requested minor revisions to the Ritter Meadows development contract to add language addressing the exterior maintenance of attached townhome units and the ownership of common areas. The amendment allows for those functions to be satisfied via establishment of an HOA or by single ownership of the unit and common area parcels. The City Council approved the final plat and development contract at their May 20, 2024 meeting and the First Amendment to the development contract at their June 17, 2024 meeting. Staff supports the proposed amendment to the development contract.

After the Ritter Meadows final plat was recorded, a labeling error was discovered on the plat. On page 3 of 4, a Detail incorrectly references a Lot 31. The correct reference is Outlot I. This plat correction does not change any lot boundaries on the plat. The attached certificate will be filed with the County to correct the error.

Supporting Information

1. Amendment and Certificate Resolution
2. Signed Second Amendment to Ritter Meadows development contract
3. Signed Land Surveyor's Certificate of Plat Correction

Financial Impact: \$0 **Budgeted:** No **Source:**
Envision Lakeville Community Values: A Home for All Ages and Stages of Life

Report Completed by: Kris Jenson, Planning Manager

**CITY OF LAKEVILLE
RESOLUTION NO. 25-__**

**RESOLUTION APPROVING A SECOND AMENDMENT TO THE RITTER
MEADOWS DEVELOPMENT CONTRACT AND PLAT CORRECTION**

WHEREAS, the City Council approved a final plat and Development Contract for the Ritter Meadows development on May 20, 2024 by City of Lakeville Resolution No. 24-063;

WHEREAS, the City Council approved a first amendment to the Ritter Meadows Development Contract for the Ritter Meadows development on May 20, 2024 by City of Lakeville Resolution No. 24-063;

WHEREAS, TCLD LF3 RITTER, LLC (“Developer”) has requested some minor revisions to the Ritter Meadows Development Contract and staff recommends approval of certain revisions requested by Developer as provided in the Second Amendment to Development Contract attached hereto (“Second Amendment”);

WHEREAS, The Developer was informed by Dakota County of a labeling error on the Ritter Meadows final plat;

WHEREAS, a Land Surveyor’s Certificate of Plat Correction dated December 30, 2024 (“Certificate”) has been signed and submitted by the surveyor responsible for preparing the Ritter Meadows final plat;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lakeville, Minnesota as follows:

1. The Second Amendment is hereby approved; and
2. The Certificate is hereby approved; and
3. The Mayor and City Clerk are hereby authorized to sign the Second Amendment and certificate.

ADOPTED by the Lakeville City Council this 6th day of January 2025.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

STATE OF MINNESOTA)

CITY OF LAKEVILLE)

I hereby certify that the foregoing Resolution No. 25-____ is a true and correct copy of the resolution presented to and adopted by the City Council of the City of Lakeville at a duly authorized meeting thereof held on the 6th day of January **2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

(SEAL)

Prepared by:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

(reserved for recording information)

**SECOND AMENDMENT
TO
DEVELOPMENT CONTRACT**
RITTER MEADOWS

THIS SECOND AMENDMENT TO DEVELOPMENT CONTRACT ("Amendment") is made this _____ day of _____, 20__, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and **TCLD LF 3 RITTER, LLC**, a Minnesota limited liability company (hereinafter referred to as the "Developer").

RECITALS

A. The City and Developer previously entered into a Development Contract dated June 17, 2024, filed July 23, 2024 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3638351**, as amended by, First Amendment to Development Contract, dated June 17, 2024, filed July 23, 2024 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. **3638353**, for the property platted as Ritter Meadows, Dakota County, Minnesota ("Development Contract").

B. City and Developer desire to modify the terms of the Development Contract to clarify homeowners association responsibilities for exterior maintenance of the attached townhome units as well as the ownership and maintenance obligations of common area lots.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. EFFECT OF DEVELOPMENT CONTRACT. The Development Contract shall remain in full force and effect except as specifically amended herein.

2. AMENDMENT TO PARAGRAPH 37. Paragraph 37.D of the Development Contract is amended to read as follows:

D. The Developer shall submit HOA documents establishing a homeowners association for the exterior maintenance of the attached townhome units as well as the ownership and maintenance of the following common area lots: Lot 11, Block 4, and Lot 10, Block 5, at the time of final plat approval, subject to review and approval of City staff and the City Attorney, unless all such attached townhome units and the applicable common area lots (collectively, the "Neighborhood Property") are owned by a single individual property owner having responsibility for such maintenance ("Neighborhood Owner") and the Neighborhood Property is subject to a declaration ("Declaration") prohibiting conveyance of any portion of the Neighborhood Property apart from the remainder of the Neighborhood Property without compliance with the Minnesota Common Interest Ownership Act, Minn.. Stat. Chapter 515B, as amended, and applicable City Code provisions.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed on or as of the date first above written.

CITY OF LAKEVILLE

(SEAL)

BY: _____
Luke M. Hellier, Mayor

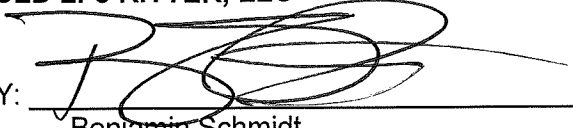
AND _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Luke M. Hellier and by Ann Orlofsky, the Mayor and City Clerk of the City of Lakeville, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

NOTARY PUBLIC

DEVELOPER:
TCLD LF3 RITTER, LLC

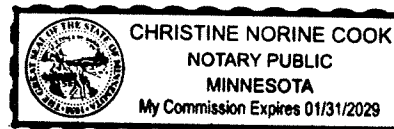
BY: 
Benjamin Schmidt
Its: President

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this 20th day of December, 20__, by Benjamin Schmidt, the President of **TCLD LF3 RITTER, LLC**, a Minnesota limited liability company, on behalf of said entity.



NOTARY PUBLIC



DRAFTED BY:
CAMPBELL, KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, MN 55121
Telephone: 651-452-5000
AMP/smt

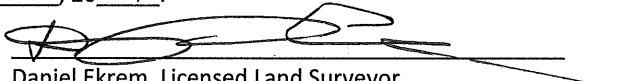
LAND SURVEYOR'S CERTIFICATE OF PLAT CORRECTION

Pursuant to the provisions of Minnesota Statutes, Section 505.174, I, Daniel Ekrem, a duly Licensed Land Surveyor in and for the State of Minnesota declare as follows:

1. That I prepared the plat of RITTER MEADOWS, dated May 20, 2024 and filed on July 23, 2024 in the Office of the County Recorder, Dakota County, Minnesota, as Document No. 3638349.
2. That said plat contains errors, omissions, or defects described in particular as follows:
 - On Sheet 3 of 4, the Detail incorrectly references Lot 31.
3. That said plat is hereby corrected in particular as follows:
 - On Sheet 3 of 4, the Detail is corrected to reference Outlot I in place of Lot 31.

I hereby certify that this Surveyor's Certificate of Plat Correction was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 30th day of December, 2024.


Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

This Surveyor's Certificate of Plat Correction to the plat of RITTER MEADOWS was approved by the City of Lakeville, Minnesota, at a regular meeting held this ____ day of _____, 20____.

City of Lakeville, Minnesota

_____, Mayor

_____, Clerk

County Surveyor, Dakota County, Minnesota

This Surveyor's Certificate of Plat Correction has been reviewed and is approved this ____ day of _____, 20____.

_____, Dakota County Surveyor

Todd Tollefson



Date: 1/6/2025

Children's Dental Care Stormwater Maintenance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve a stormwater maintenance agreement for Children's Dental Care.

Overview

Children's Dental Care, located at 17677 Cedar Avenue, is constructing a building addition for which an additional stormwater basin must be provided on site. Because the pond is located on private property, a stormwater maintenance agreement is required to establish the maintenance requirements for the pond. The site plans have been reviewed by Community Development and Engineering staff.

Supporting Information

1. Signed stormwater maintenance agreement

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Diversified Economic Development Report Completed by: Kris Jenson, Planning Manager
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**STORMWATER MAINTENANCE AGREEMENT/
BEST MANAGEMENT PRACTICE FACILITIES
AND EASEMENT AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 202__, by and between **CHILDREN'S DENTAL PROPERTIES LLC**, a Minnesota limited liability company (the "Owner") and the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (the "City").

RECITALS

A. The Owner and/or affiliate of Owner is the owner of certain real property located in Dakota County, Minnesota legally described in Exhibit A attached hereto ("Property"); and

B. The Owner is proceeding to develop the Property, and has requested approval of the site plan for the proposed development; and

C. The final site plans for the Property, hereinafter called the "Plans", which are expressly made a part hereof, as approved or to be approved by the City, provides for detention/retention of stormwater within the confines of the Property; and

D. The City and the Owner agree that the health, safety, and welfare of the residents of the City of Lakeville, Minnesota, require that on-site stormwater management/BMP facilities be constructed and maintained on the Property; and

E. The City requires that on-site stormwater management/BMP facilities ("Stormwater Facilities") as shown on the Plans be constructed and adequately maintained by the Owner as a condition of final site plan approval; and

F. As a condition of final site plan approval the Owner is required to enter into this Agreement and grant to the City an easement for access, drainage and utility over portions of the Property (the "Easement Areas") legally described and depicted on Exhibit B attached hereto to comply with work required under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Construction of Stormwater Improvements. Owner shall construct the Stormwater Facilities in accordance with the plans and specifications identified in the Plans.

2. Maintenance of Stormwater Improvements.

A. The Owner shall adequately maintain the Stormwater Facilities in accordance with the Stormwater Maintenance Plan and the City engineering standards for stormwater treatment

facilities attached hereto as Exhibit C. This includes all pipes, channels, and other conveyances built to convey stormwater to the facility, as well as all structures, improvements, and vegetation provided to control the quantity and quality of the stormwater. Adequate maintenance is herein defined as good working condition so that these facilities are performing their design functions.

B. The Owner will perform the work necessary to keep these Stormwater Facilities in good working order as appropriate. In the event a maintenance schedule for the Stormwater Facilities (including sediment removal) is outlined on the approved plans, the Owner shall adhere to the schedule and shall comply with all federal, state, and local regulations relating to the disposal of material.

3. Inspection and Reporting. The Owner shall cause the Stormwater Facilities to be inspected and submit an inspection report annually and shall be responsible for the payment of any associated costs. The purpose of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structure, pond areas, access roads, buffers, etc. Deficiencies shall be noted in the inspection report. A storage treatment basin will be considered inadequate if it is not compliant with all requirements of the approved Plan and City engineering standards set forth in Exhibit C.

4. City Access and Maintenance Rights.

A. The Owner hereby grants permission to the City, its authorized agents and employees, to enter upon the Property and to inspect the stormwater management/BMP facilities whenever the City deems necessary. The City shall provide the Owner, its successors and assigns, copies of the inspection findings and a directive to commence with the repairs if necessary ("Inspection Report").

B. In the event the Owner, its successors and assigns, fails to maintain the Stormwater Facilities in good working condition acceptable to the City and such failure continues for 60 days after the City gives the Owner written notice of such failure, the City may enter upon the Property and take whatever steps necessary, including excavation and the storage of materials and equipment, to correct deficiencies identified in the Inspection Report. The City's notice shall specifically state which maintenance tasks are to be performed. The City may charge the costs, including assessing the City's costs to the Owner's property taxes of such repairs, to the Owner, its successors and assigns. This provision shall not be construed to allow the City to erect any structure of permanent nature on the land of the Owner outside of the Easement Areas for the Stormwater Facilities. It is expressly understood and agreed that the City is under no obligation to routinely maintain or repair said Stormwater Facilities, and in no event shall this Agreement be construed to impose any such obligation on the City. In addition, Owner agrees that it is, and will be, solely responsible to address complaints and legal claims brought by any third party with regard to the maintenance and operation and the consequences therefrom related to the Stormwater Facilities. The Owner expressly agrees to defend and hold the City harmless from any such third-party claim.

5. Grant of Easement. Owner hereby grants to the City, its successors and assigns, a permanent non-exclusive easement for the purpose of accessing and maintaining the Stormwater

Facilities pursuant to the terms of this Agreement over, on, across, under and through the Easement Areas and access over the Property to the Easement Areas. The easement shall include the rights, but not the obligation, of the City, its contractors, agents, servants, and assigns, to enter upon the Easement to construct, reconstruct, inspect, repair, and maintain said private Stormwater Facilities together with the right to grade, level, fill, drain, pave, and excavate the Easement Areas, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said private Stormwater Facilities systems.

6. **Reimbursement of Costs.** The Owner agrees to reimburse the City for all costs incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

7. **Indemnification.** This Agreement imposes no liability of any kind whatsoever on the City. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner or the Owner's agents or employee's negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for the performance of the Owner's required work under this Agreement. Notwithstanding the foregoing, Owner shall not be obligated to indemnify or defend the City from and against claims based on any negligence or willful misconduct by the City, its employees, agents or contractors, or the failure of the City to act in accordance with City ordinances and other applicable laws.

8. **Notice.** All notices required under this Agreement shall either be personally delivered or be sent by certified or registered mail and addressed as follows:

To the Owner : Children's Dental Properties LLC
 17510 Dodd Blvd.
 Lakeville, MN 55044

To the City: City of Lakeville
 20195 Holyoke Avenue
 Lakeville, Minnesota 55044
 Attn: City Administrator

All notices given hereunder shall be deemed given when personally delivered or two business days after being placed in the mail properly addressed as provided herein.

9. **Successors/Covenants Run with Property.** All duties and obligations of Developer under this Agreement shall also be duties and obligations of Developer's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

**PROPERTY OWNER:
CHILDREN'S DENTAL PROPERTIES LLC**

By: owner Brent Kvitem
Brent Kvitem [print name]
Its Brent Kvitem owner [title]

STATE OF MINNESOTA)
)ss.
COUNTY OF Scott)

The foregoing instrument was acknowledged before me this 27 day of Dec,
2027, by Brent Kvitem, the
owner of
CHILDREN'S DENTAL PROPERTIES LLC, a Minnesota limited liability company, on behalf of
said entity.

Tammy Friedges
Notary Public

TAMARA FRIEDGES
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan 31, 2029

CITY OF LAKEVILLE

(SEAL)

By: _____
Luke M. Hellier, Mayor

And: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
)ss.
COUNTY OF DAKOTA)

The foregoing instrument was acknowledged before me this _____ day of _____, 202____, by **Luke M. Hellier** and by **Ann Orlofsky**, the Mayor and City Clerk of the **City of Lakeville**, a Minnesota municipal corporation, on behalf of the corporation and pursuant to the authority granted by its City Council.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:
CAMPBELL KNUTSON
Professional Association
Grand Oak Office Center I
860 Blue Gentian Road, Suite 290
Eagan, Minnesota 55121
Telephone: (651) 452-5000
AMP/smt

**EXHIBIT A
TO
STORMWATER MAINTENANCE AGREEMENT**

Legal Description of the Property

The land to which this Stormwater Maintenance Agreement applies is legally described as follows:

Lot 1, Block 1, Double E Crossings 4th Addition, Dakota County, Minnesota, together with the benefits contained in Declaration of Covenants and Restrictions filed as Document No. 2412935.

Abstract Property

EXHIBIT B Page 1
TO
STORMWATER MAINTENANCE AGREEMENT

That part of Lot 1, Block 1, DOUBLE E CROSSINGS 4TH ADDITION, Dakota County, Minnesota described as follows:

Commencing at the southwest corner of said Lot 1; thence on an assumed bearing North 1 degree 02 minutes 26 seconds West, along the west line of said Lot 1, a distance of 25.00 feet; thence North 89 degrees 55 minutes 11 seconds East, 19.69 feet to the point of beginning; thence continuing North 89 degrees 55 minutes 11 seconds East, 93.11 feet; thence North 8 degrees 01 second 05 minutes West, 17.84 feet; thence North 37 degrees 35 minutes 29 seconds West, 40.30 feet; thence North 88 degrees 04 minutes 15 seconds West, 60.15 feet; thence South 45 degrees 27 minutes 31 seconds West, 9.14 feet; thence South 0 degrees 45 minutes 10 seconds East, 45.34 feet to the point of beginning.

EXHIBIT B Page 2
TO
STORMWATER MAINTENANCE AGREEMENT

EXHIBIT

Storm Water Easement Description
September 17, 2024

That part of Lot 1, Block 1, DOUBLE E CROSSINGS 4TH ADDITION, Dakota County, Minnesota described as follows:

Commencing at the southwest corner of said Lot 1; thence on an assumed bearing North 1 degree 02 minutes 26 seconds West, along the west line of said Lot 1, a distance of 25.00 feet; thence North 89 degrees 55 minutes 11 seconds East, 19.69 feet to the point of beginning; thence continuing North 89 degrees 55 minutes 11 seconds East, 93.11 feet; thence North 8 degrees 01 second 05 minutes West, 17.84 feet; thence North 37 degrees 35 minutes 29 seconds West, 40.30 feet; thence North 88 degrees 04 minutes 15 seconds West, 60.15 feet; thence South 45 degrees 27 minutes 31 seconds West, 9.14 feet; thence South 0 degrees 45 minutes 10 seconds East, 45.34 feet to the point of beginning.

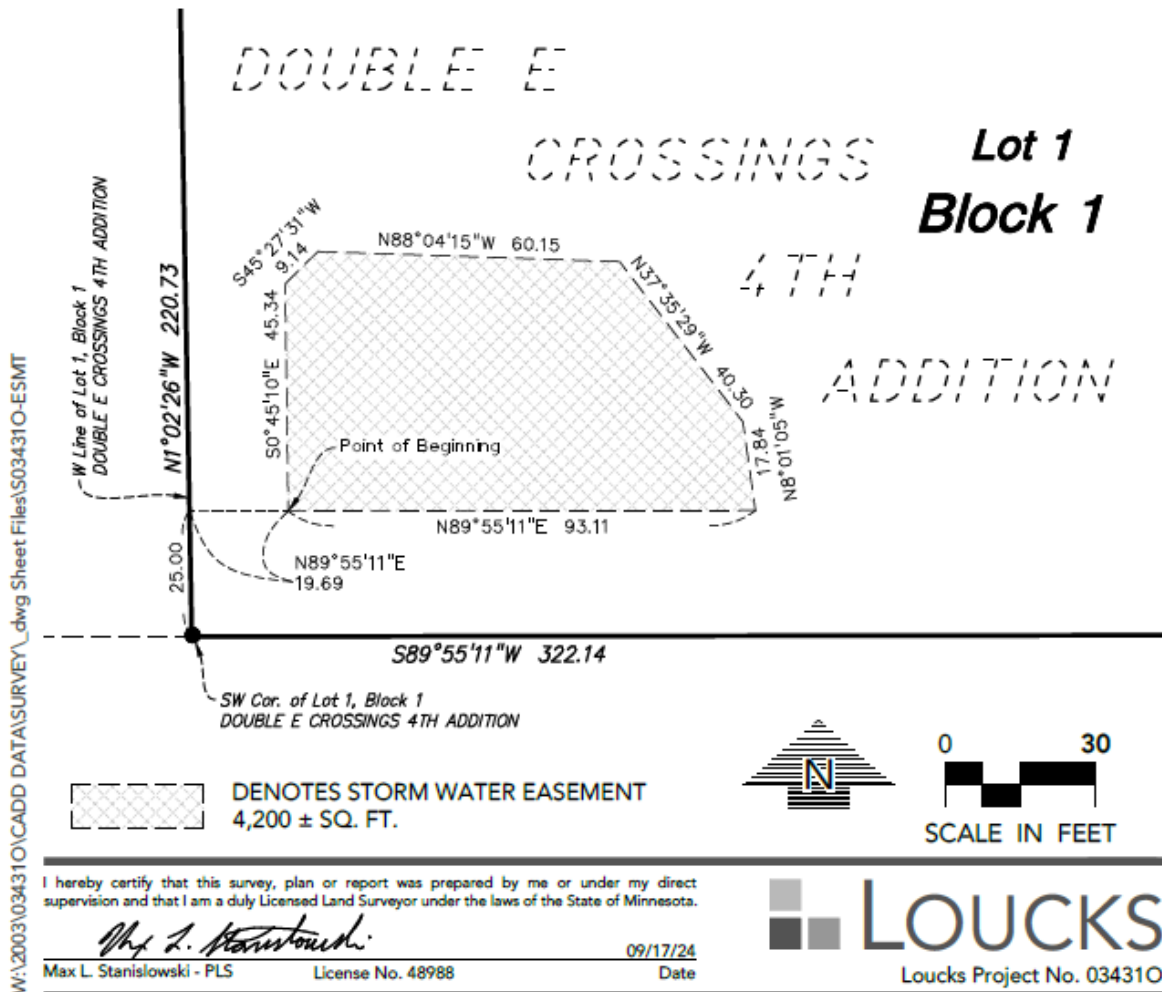


EXHIBIT C
CITY OF LAKEVILLE
ENGINEERING STANDARDS FOR STORM WATER
TREATMENT FACILITIES

Pond Maintenance Requirements

1. Annual inspection, maintenance reporting and certification by a professional engineer (Provided by Owner). Information must be submitted to the City annually.
2. Excavate pond to original design capacity when one half (1/2) of the wet volume of the pond is lost due to sediment deposition.
3. Remove floatable debris in and around the pond area including, but not limited to: oils, gases, debris and other pollutants.
4. Maintain landscape adjacent to the facility per original design, including but not limited to: maintenance of the buffer strip and other plant materials as per original plan design.
5. Maintenance of all erosion control measures including but not limited to: rip rap storm sewer outlets, catch basin inlets, etc.

Infiltration/Rain Garden Maintenance Requirements

1. Inlet and Overflow Spillway – Remove any sediment build-up or blockage and correct any erosion.
2. Vegetation
 - a. Maintain at least 80% surface area coverage of plants approved per plan.
 - b. Removal of invasive plants and undesirable woody vegetation.
 - c. Removal of dried, dead and diseased vegetation.
 - d. Re-mulch void or disturbed/exposed areas.
3. Annual inspection and maintenance efforts must be documented and submitted to the City.

Underground Infiltration System

1. Inspection of street or parking surface must be inspected for evidence of potholes, sinkholes, sediment build up, or surface ponding annually.
2. Annual inspections must be completed of pipe symmetry, pipe joint connections, and outlet structures to look for cracks, defects, misalignment, or seepage.
3. Inspection for accumulation of sediment must be done annually, maintenance should be performed when sediment accumulation occurs.
4. Visual inspection for trash and debris must be conducted monthly and following rain events of 1 inch or greater in 24 hours.
5. Inspections must be performed annually to look for oil accumulation in device or immediately after a spill occurs. Maintenance must be done when a layer of oil/gasoline develops on the surface.

Environmental Manhole Maintenance Requirements

1. Annual inspections, maintenance reporting and certification must be completed by a professional engineer licensed in the State of Minnesota at Owner's expense. Information must be submitted to the City annually.
2. Maintenance must be performed once the sediment or oil depth exceeds the established requirements recommended by the manufacturer.
3. Maintenance must occur immediately after a spill takes place. Appropriate regulatory agencies must also be notified in the event of a spill.
4. Disposal of materials shall be in accordance with local, state and federal requirements as applicable.



Date: 1/6/2025

Public Hearing on the application for Farmers Grandson Eatery for an On-Sale Liquor License

Proposed Action

Staff recommends adoption of the following motion: Move to grant an On-Sale Liquor License for FGE Lakeville, LLC at 8333 210th Street West.

Overview

Farmers Grandson Eatery, located at 8333 210th Street West, will open a restaurant with an intimate vibe. It will offer craft cocktails, beer, wine, and a full menu featuring small plates, entrees, handhelds, and salads. While there won't be dancing or outdoor entertainment, Farmers Grandson Eatery plans to occasionally host solo local acoustic musicians indoors and on the patio. The restaurant aims to create a refined, relaxed destination for the community to enjoy exceptional food and drinks.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: A Sense of Community and Belonging Report Completed by: Ann Orlofsky, City Clerk



Date: 1/6/2025

Appointment of Acting Mayor for 2025

Proposed Action

Staff recommends adoption of the following motion: Move to appoint Acting Mayor for 2025.

Overview

Minnesota Statutes state that the city council shall designate an acting mayor at its annual (first) meeting of the year. The acting mayor shall perform all of the duties of the mayor if there is a vacancy in the office of the mayor or during the mayor's disability or absence.

Councilmember Lee served as the acting Mayor in 2024.

Supporting Information

None

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Ann Orlofsky, City Clerk
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