



AGENDA CITY COUNCIL MEETING

January 21, 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: 271 988 463 364** or by calling **Toll Number 1-323-433-2142; Conference ID: 815 799 765#**. 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.

1. Call to order, moment of silence and flag pledge
2. Roll Call
3. Citizen Comments
4. Additional agenda information
5. Presentations/Introductions
 - a. Proclamation in Honor of International Holocaust Remembrance Day
 - b. 2024 Annual Liquor Operations Report
 - c. Economic Development Annual Report
6. Consent Agenda
 - a. Check Register Summary - December 31, 2024
 - b. Check Register Summary - January 14, 2025
 - c. Minutes of the 11/25/2024 Work Session Meeting
 - d. Minutes to 01/04/2025 Council Retreat
 - e. Minutes of the 12/09/2024 Work Session Meeting
 - f. Minutes of the 01/06/2024 City Council Meeting
 - g. Encroachment Agreement with Revelation Townhomes Association for Private Improvements in Public Easements
 - h. Purchase of Residential Water Meters
 - i. Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway
 - j. Supplemental Agreement with Alliant for Professional Services for Dodd Boulevard Modernization from 208th Street to 202nd Street

City Council Meeting Agenda
January 21, 2025

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- k. Joint Powers Agreement State of Minnesota Federal Background Checks - Fire Department
 - l. 2025 Community Development Block Grant Application
 - m. Extension of Professional Services Agreement for Insurance Broker
 - n. Appointments to City Council Committees and Inter-Agencies
 - o. 2025 Building and Facility Lawncare Contract
 - p. 2025-2027 Generator Maintenance Agreement
 - q. Approval of BS&A Integrated Payments Addendum
7. Action Items
- a. Ordinance Amending Title 11 of the City Code and Summary Ordinance for Publication
 - b. Kenrick Corner Second Addition Preliminary Plat and Easement Vacation
8. Unfinished Business
9. New Business
10. Announcements
- a. Next Work Session Meeting January 27, 2025
 - b. Next City Council Meeting February 3, 2025
11. Adjourn



Date: 1/21/2025

Check Register Summary - December 31,2024

Proposed Action

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

Overview

Checks – City	324743-324954	\$4,158,722.86
ACH/EFT - City	19216-19378	<u>\$1,484,731.39</u>
Total City		\$5,643,454.25
Checks – Arena	100027-100035	\$51,022.44
Checks – Dakota 911	200034-200042	\$108,542.50
ACH/EFT – Arena	85-102	\$40,589.47
ACH/EFT –Dakota 911	85-97	<u>\$112,175.03</u>
Total Arena/Dakota 911		\$312,329.44
Grand Total		\$5,955,783.69

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

Supporting Information

1. 12.31.24CKSUM
2. Check Register 12.31.24 for Jan 21,2025 Council Mtg

Financial Impact: \$5,643,454.25 **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	373,608.24
2000 COMMUNICATIONS FUND	4,103.02
4000 BUILDING FUND	36,902.14
4100 EQUIPMENT FUND	16,904.87
4125 TECHNOLOGY FUND	194,905.00
4161 ARENAS CAPITAL IMPROVEMENTS	125,077.68
4200 PARK DEDICATION FUND	16,505.60
4700 2022 C PARK BONDS	21,941.03
4720 2024 A PARK BONDS	117,084.89
5200 STATE AID CONSTRUCTION FUND	2,977,916.19
5300 PAVEMENT MANAGEMENT FUND	1,680.53
5500 WATER TRUNK FUND	38,658.21
5600 SANITARY SEWER TRUNK FUND	8,862.88
6586 22-03 210TH ST LKVL BLVD RECON	259.70
6595 24-02 STREET RECONSTRUCTION	2,373.75
6597 2025 STREET PROJECTS	98.00
7450 ENVIRONMENTAL RESOURCES FUND	27,488.68
7575 STREET LIGHTING FUND	63,725.69
7600 WATER FUND	148,037.52
7700 SEWER FUND	58,928.19
7800 LIQUOR FUND	957,376.35
8000 ESCROW FUND	86,762.95
8900 ESCROW - ALF AMBULANCE	274.40
8910 ESCROW - DCA/SECTION 125	6,469.04
8950 DAKOTA 911 - OPERATING FUND	118,993.73
8954 DAKOTA 911 - CAPITAL PROJECTS	14,122.13
8970 LAKEVILLE ARENAS - OPERATIONS	81,263.54
9800 PAYROLL CLEARING FUND	455,459.74
Report Total:	5,955,783.69



Date: 1/21/2025

Check Register Summary - January 14, 2025

Proposed Action

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

Overview

Checks – City	324755-324974	\$1,238,262.37
ACH/EFT - City	19351, 19353, 19379-19506	<u>\$1,758,501.49</u>
Total City		\$2,996,763.86
Checks – Arena	100041-100044	\$13,879.74
Checks – Dakota 911	200043-200047	\$38,983.85
ACH/EFT – Arena	115-126	\$21,428.00
ACH/EFT –Dakota 911	101-103	<u>\$84,249.10</u>
Total Arena/Dakota 911		\$158,540.69
Grand Total		\$3,155,304.55

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

Supporting Information

1. 01.14.25CKSUM
2. Check Register 01.14.25 for Jan 21,2025 Council Mtg

Financial Impact: \$2,996,763.86 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by:

CHECK DISBURSEMENT REPORT FOR CITY OF LAKEVILLE

	Amount
1000 GENERAL FUND	569,535.93
2000 COMMUNICATIONS FUND	30,278.85
4000 BUILDING FUND	14,148.53
4100 EQUIPMENT FUND	271,104.49
4125 TECHNOLOGY FUND	4,488.62
4200 PARK DEDICATION FUND	610.00
4401 TRAIL IMPROVEMENT FUND	194.00
4720 2024 A PARK BONDS	722,832.18
5200 STATE AID CONSTRUCTION FUND	59,228.47
5300 PAVEMENT MANAGEMENT FUND	1,595.61
5400 STORM WATER INFRASTRUCTURE FND	90,461.36
5500 WATER TRUNK FUND	72,270.00
5600 SANITARY SEWER TRUNK FUND	0.00
6000 IMPROVEMENT CONSTRUCTION FUND	3,073.00
6586 22-03 210TH ST LKVL BLVD RECON	19.20
6589 22-24 AIRLAKE 70 IMPROVEMENT	11,746.39
7450 ENVIRONMENTAL RESOURCES FUND	45,818.95
7550 UTILITY FISCAL ADMINISTRATION	1,470.00
7575 STREET LIGHTING FUND	74.33
7600 WATER FUND	51,295.60
7700 SEWER FUND	481,610.42
7800 LIQUOR FUND	547,730.83
7900 MUNICIPAL RESERVES FUND	6,317.39
8000 ESCROW FUND	10,000.00
8950 DAKOTA 911 - OPERATING FUND	123,232.95
8970 LAKEVILLE ARENAS - OPERATIONS	35,388.65
9800 PAYROLL CLEARING FUND	778.80
Report Total:	3,155,304.55



MINUTES CITY COUNCIL WORK SESSION

**November 25, 2024 - 6:00 PM
Lakeville City Hall, Marion Conference Room**

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

Mayor Hellier called the meeting to order at 6:00 P.M.

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

Staff Present: Justin Miller, City Administrator; Julie Stahl, Finance Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator; Tierney Helmers, Communications Manager

2. Citizen Comments

There were no citizen comments.

3. Discussion Items

a. Communications Update

Tierney Helmers, Communications Manager, began her presentation by reviewing the quarterly newsletter sent to all residents. A QR code was put in the last newsletter requesting feedback from residents on their opinions of the newsletter. The City only received two pieces of feedback from residents. Other strategies for feedback will be looked into and the QR code will remain on future newsletters. Helmers explained to the Council that as the city has continued to print newsletters, there has been an increase in the amount of newsletters being printed. This is due to the new housing developments in Lakeville that now receive our newsletter at their door, as all doors in Lakeville receive one. Print Solutions in Lakeville has now taken over the printing process and saved the City money while maintaining excellent quality. Helmers also reported the changes to the local paper, Sun Thisweek, and how that will affect their advertising strategy. More information will follow as she continues to work with the paper on their advertisement options.

Council was pleased with how the newsletter has been effectively relaying important information to residents. They also see this as a great resource to refer residents to about notices for important information. As for the newspaper, Council agreed to reduce the amount of full-page publications to once a month (as opposed to twice monthly)

b. Draft 2025 Legislative Priorities

Allyn Kuennen, Assistant City Administrator, gave a brief update on the 2025 Legislative Priorities draft and asked Council if there is anything they want to see added or removed. Older priorities that have been addressed have been removed. The council touched on early voting timelines, the Dan Patch Commuter Rail Line, broadband internet, zip code uniformity, and liquor laws. After conversing, the Council agreed that liquor laws would be discussed more at the January council retreat. The Council informed staff that they were satisfied with the list and ready to proceed with the items mentioned.

c. 2024 Year End Preview & Final 2025 Budget/Tax Levy Discussion

Finance Director Julie Stahl, presented to Council. In her year-end preview, she highlighted that the projected year-end fund balance is looking better than the one adopted by about \$875,000. She also highlighted the SAFER grant and how this will positively impact revenue in 2025. By maintaining the funding for the budgeted firefighter positions, Lakeville will be able to lessen the impact of increased levies once the grant runs out.

Council raised questions about being above the fund balance policy that is aimed to be achieved every year. Stahl explained that it is acceptable to be above our fund balance policy because those dollars do have a plan on how they are to be spent. She says that this would not be seen as a red flag by Moody's. 3rd Quarter 2024 Financial Report
Finance Director Julie Stahl, updated the council on the third quarter financial report. In her overview, she pointed out that building permits are fewer than they were expecting, and are hoping for a better 2025. Looking at future projects that are coming up, this should be a reasonable expectation. She also informed the council that the ERP costs will evolve in 2025 to just maintenance costs. She also reported that the General Fund is looking strong going into quarter four. The liquor department's sales are down this year, but we can expect to see a rebound during the busy holiday season coming up.

Council asked if staff have seen the efficiencies of the new system yet. Stahl responds that staff have not seen the efficiencies yet and that they thought we would find a lot more time savings, but we aren't seeing them yet. She noted that there is a learning curve as well.

4. Items for Future Discussion

There were no items for future discussion.

5. Committee/ City Administrator Updates

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Councilmember Bermel reported that the Dakota 911 Board of Directors meeting went well. They are pleased with the delivery of the new ERP. There will be audio data recording updates, and the Board approved the contract for that. Cybersecurity is a timely priority on our list because Dakota 911 will be signing on services for cybersecurity. The Dakota 911 staffing has improved from where it was. They have been using retirees to fill scheduling gaps, which has helped a lot.

Councilmember Lee talked about the ALF changes that will contractually be made and will be voted on for approval at the next Council meeting. The fire relief association continues to discuss scheduled contribution plan changes. This will be a January retreat topic.

Councilmember Wolter provided updates on the discussions regarding the I-35 Solutions Alliance's future.

Mayor Hellier reported that the Economic Development Commission is wrapping up their strategic plan and some business retention-type projects will be coming up next. The Regional Council of Mayors discussed housing issues once again at their latest meeting.

Councilmember Lee thanked all councilmembers for sending in their City Administrator reviews.

6. Adjourn

Motion was made by Bermel, seconded by Lee, to adjourn. Voice vote was taken on the motion. Ayes - All in favor.

Mayor Hellier Adjourned the meeting at 7:48 P.M.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



MINUTES CITY COUNCIL RETREAT

**January 4, 2025 - 9:00 AM
John Hennen Pavilion, Antlers Park**

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

Mayor Hellier called the meeting to order at 9 a.m.

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

Staff Present: Justin Miller, City Administrator; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City Administrator

2. Introductions

3. Staff Update of Key City Services

a. 2024 3rd Quarter Financial Report

City Administrator Miller discussed the financial report with Council.

b. 2025 Budget Recap

City Administrator Miller discussed the next few budgets and explained that the next couple of years will be challenging budget years. Council and staff will need to work together to come up with cost-saving strategies as budgets change over the next few years.

c. 2025-2029 Capital Improvement Plan

City Administrator Miller discussed the bigger capital improvement projects for 2025. This included topics such as the FIRST Center, fire stations, and rail storage solutions. Other topics included the proposed interchange plan, the future of the Lakeville Post Office, and the progress of Grand Prairie Park.

Council asked Administrator Miller for more information on the neighborhood development at 172nd and Keokuk. They would also like to have more discussion on storage for the Central Maintenance Facility. Council will look further into this once bids come in for the project.

d. Current Residential Development Projects

Lakeville is still seeing development proposals come in. There are still over 800 platted lots that have yet to be developed. The Comprehensive Plan may change as the guidelines are being proposed to change our required density from three units/acre to four units/acre.

e. Staffing Update

Staffing at the senior management level is steady. There are always comings and goings in departments which is to be expected. All 15 fire department positions have been offered. The police department will change the command structure due to retirements coming in the next year.

4. 2025 Schedule/Organizational Items

a. City Council Rules of Procedure

Council discussed how to utilize the New Business aspect of the agendas moving forward to ensure all members are on the same page. Council agrees that they would like to keep Microsoft Teams and the room set up in Marion Conference Room for Work Sessions.

b. Meeting formats/locations

Council will keep meeting formats and locations the same.

c. 2025 Committee Assignments

Council discussed committee assignments for 2025 and made their selections to be approved at the next meeting. They also discussed potentially changing how the acting mayor is selected to allow each member to have an opportunity to be in that role for a year.

d. 2025 Schedule of Key Items/Events

Council reviewed the 2025 key events.

5. City Council Priority Items

a. Council Priorities

Council discussed and set their priorities for the 2025 year based on the list provided by staff. Many engaging and exciting opportunities for Lakeville are coming in 2025.

6. Lunch delivered and continued discussion

7. Adjourn

Meeting adjourned at 12:17 p.m. by Mayor Hellier.

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



MINUTES CITY COUNCIL WORK SESSION

**December 9, 2024 - 6:00 PM
Lakeville City Hall, Marion Conference Room**

1. Call to order, and flag pledge.

Mayor Hellier called the meeting to order at 6:00 P.M.

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

Staff Present: Justin Miller, City Administrator; Julie Stahl, Finance Director; Joe Masiarchin, Parks & Recreation Director; Allyn Kuennen, Assistant City Administrator; Taylor Snider, Assistant to the City; Zach Johnson, City Engineer. Michael Meyer, Fire Chief.

2. Citizen Comments

There were no citizen comments.

3. Discussion Items

a. County Road 5/50 and Interstate 35 Interchange Update

City Engineer Zach Johnson gave a progress update of the County Road 5/50 and Interstate 35 Interchange project. He presented a breakdown of the interchange design, project schedule/milestones dates, public communications, and planned funding applications. The project team will submit the recommended plan by February 1, 2025.

Council asked questions about the natural environment, impacts to Fire Station Three, and if staff has worked with the stakeholders in that area when designing the plan. City Engineer Zach Johnson explained that stakeholders have been involved in the process.

b. Cherryview Park\Fire Station Proposal

Chief Meyer and Park and Recreation Director Joe Masiarchin presented to council a redesign proposal for Cherryview Park that would implement a new fire station on the lot and modifications to the existing park amenities.

Council was receptive to this proposal, with some questions being raised about the layout and the need for current amenities to remain. There will be opportunity where the City will receive feedback on the proposal from the public.

c. 2024 Financial Metrics Report

Finance Director Julie Stahl reviewed the finance metrics with Council. In this report, she noted that the fund balance is staying right under 50% as the city builds reserves for when the SAFER grant is finished in 2028. These debt limits and goals are being monitored as Lakeville aims to maintain its AAA rating. She also spoke about other ways the city is looking to delay purchases such as extending the life of certain vehicles to help mitigate the amount of equipment purchases the city will be making in the coming years.

4. Items for Future Discussion

None

5. Committee/ City Administrator Updates

None

6. Adjourn

Motion was made by Bermel, seconded by Lee, to adjourn at 7:42 p.m.

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

Respectfully Submitted,

Taylor Snider, Assistant to the City Administrator

Luke M. Heller, Mayor



MINUTES CITY COUNCIL MEETING

**January 6, 2025 - 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, Wolter

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

3. Citizen Comments

4. Additional agenda information

There was a slight edit to the Special Meeting minutes of 12/02/2024. Council member Dan Wolter was left off the roll call.

5. Presentations/Introductions

a. Public Works Quarterly Report

Director Paul Oehme presented the quarterly report.

6. Consent Agenda

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

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

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**
- 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**

Tony Donatell from Farmers Grandson Eatery shared they will offer craft cocktails, beer, wine, and a full menu featuring small plates, entrees, handhelds, and salads.

Mayor Hellier opened the public hearing at 6:19 p.m.

There were no comments from the public.

Motion was made by Wolter, seconded by Lee, to close the public hearing at 6:20 p.m. Voice vote was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

Motion was made by Bermel, seconded by Wolter, to approve the Farmers Grandson Eatery application for an On-Sale Liquor License at 8333 210th Street West. Roll call was taken on the motion. Ayes - Hellier, Bermel, Lee, Volk, Wolter

- b. **Appointment of Acting Mayor for 2025**

Motion was made by Lee, seconded by Wolter, to appoint Councilmember Michelle Volk as the Acting Mayor for 2025.

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

8. Unfinished Business

None

9. New Business

None

10. Announcements

- a. Next Regular City Council Meeting Tuesday, January 21, 2025**
- b. Next Work Session Monday, January 27, 2025**

11. Adjourn

Motion was made by Volk, seconded by Wolter, to adjourn at 6:23 p.m.

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

Respectfully Submitted,

Ann Orlofsky, City Clerk

Luke M. Heller, Mayor



Date: 1/21/2025

**Encroachment Agreement with Revelation Townhomes Association
for Private Improvements in Public Easements**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Encroachment Agreement with Revelation Townhomes Association for private improvements in public easements.

Overview

Revelation Townhomes Association (5043 162nd Street West) requests approval for existing privately-owned and maintained retaining walls in public easements. The property owner will own and maintain the walls and is responsible for removing the private improvements if the City determines the public easements must be utilized.

Supporting Information

1. Encroachment Agreement

Financial Impact: \$0 Budgeted: No Source: N/A Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Alanna Sobottka, Civil Engineer

(reserved for recording information)

ENCROACHMENT AGREEMENT

AGREEMENT made this ____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”), and **REVELATION TOWNHOMES ASSOCIATION**, a Minnesota non-profit corporation (“Owner”).

1. BACKGROUND. Owner is the fee owner of certain real property located in the City of Lakeville, County of Dakota, State of Minnesota, legally described as follows:

Lot 23, Block 3, Spirit of Brandtjen Farm 21st Addition, Dakota County, Minnesota, according to the recorded plat thereof.

having a street address of 5043 162nd Street W, Lakeville, Minnesota 55044 (“Subject Property”).

The City owns easements for drainage and utility purposes over portions of the Subject Property (“Easement Areas”). Owner desires to install retaining walls, on the north and south side of the Subject Property, which encroaches on the Easement Areas as depicted on the survey sketch attached hereto as Exhibit “A”.

2. ENCROACHMENT AUTHORIZATION. The City hereby approves the encroachment of the retaining walls in the Easement Areas on the Subject Property. Further conditions of encroachment approval are as follows:

- The retaining walls located on the Subject Property shall not impact or increase water drainage on the abutting property or cause any adverse drainage patterns or erosion to the abutting property.
- Owner agrees that the construction of the retaining walls is consistent with all applicable federal, state and local laws and regulations.
- The Owner of the Subject Property will own and maintain the retaining walls.

3. HOLD HARMLESS AND INDEMNITY. In consideration of being allowed to encroach in the Easement Areas, Owner, for itself, its, successors and assigns, hereby agrees to indemnify and hold the City harmless from any damage caused to the Subject Property, including the retaining walls in the Easement Areas, caused in whole or in part by the encroachment into the Easement Areas.

4. TERMINATION OF AGREEMENT. The City may, at its sole discretion, terminate this agreement at any time if the City needs to occupy the Easement Areas by giving the then owner of the Subject Property thirty (30) day advance written notice. The owner of the Subject Property may be required to remove the retaining walls if it is deemed necessary by the City in order to exercise the purpose of the Easement Areas. If the owner fails to do so, the City may remove the retaining walls and charge the cost of removal back to the owner for reimbursement. No notice under this paragraph shall be required in the event of an emergency condition determined solely by the City and the Agreement may then be terminated immediately.

5. RECORDING. This Agreement shall run with the land and shall be recorded against the title to the Subject Property.

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 _____, 2025, by Luke M. Hellier and Ann Orlofsky, respectively 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

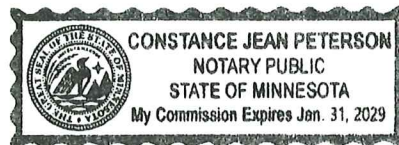
**PROPERTY OWNER:
REVELATION TOWNHOMES ASSOCIATION.**

By: *Paul J Grabow*
PAUL J GRABOW [print name]
Its: PRESIDENT [title]

STATE OF MINNESOTA)
COUNTY OF Nikola)ss.

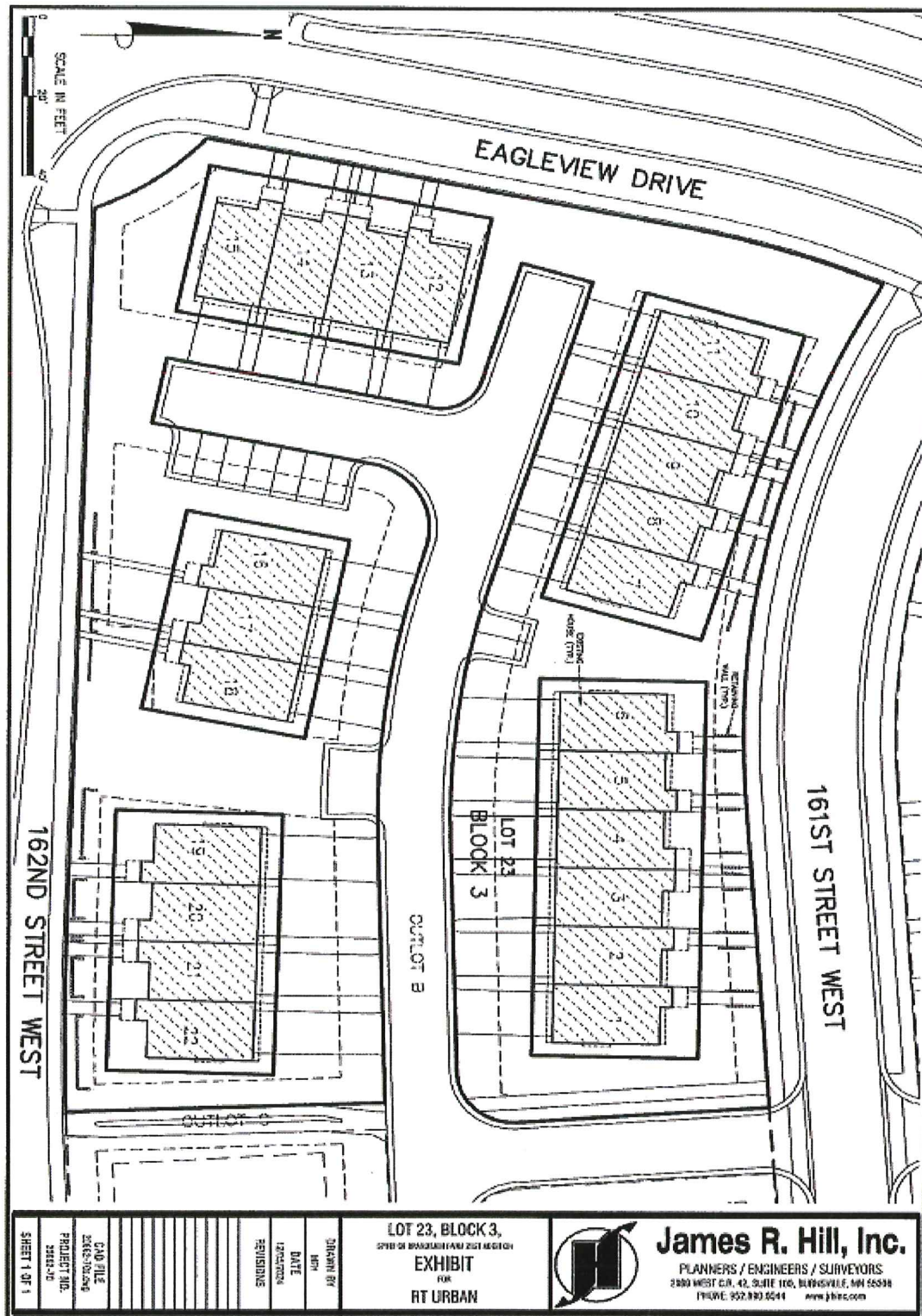
⁵ The foregoing instrument was acknowledged before me this 7 day of January, 2024, by Constance Peterson, the Office manager of **REVELATION TOWNHOMES ASSOCIATION**, a Minnesota non-profit corporation, on behalf of said entity.

Constance Peterson
Notary Public
My commission expires 01/31/2029



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

EXHIBIT "A"





Date: 1/21/2025

Purchase of Residential Water Meters

Proposed Action

Staff recommends adoption of the following motion: Move to approve purchase of residential water meters from Ferguson Waterworks.

Overview

The City provides metered water service to residential, commercial, and industrial businesses for consistency and continuity of service. This order replenishes the residential meter inventory used for repairs, replacements, and new construction. For new construction the builder pays for the meter and installation.

The Utilities Division requested a quote from Ferguson Waterworks for compatible water meters used with the fixed base meter reading system. Ferguson provided a quote for \$145,000.00. Staff recommends approval of this purchase.

Supporting Information

1. 1-3-25 Residential Meters Quote

Financial Impact: \$145,000.00 Budgeted: Yes Source: Water Fund Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Shane Quade, Utilities Superintendent



FERGUSON WATERWORKS #2518
1694 91ST AVE NE
BLAINE, MN 55449-4311

Phone: 763-560-5200
Fax: 763-560-1799

Deliver To:
From: Brian Rollins
brian.rollins@ferguson.com
Comments:

14:03:34 JAN 03 2025

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FERGUSON WATERWORKS #2518

Price Quotation

Phone: 763-560-5200

Fax: 763-560-1799

Bid No: B170502
Bid Date: 12/30/24
Quoted By: BRR

Cust Phone: 952-985-4400
Terms: NET 10TH PROX

Customer: CITY OF LAKEVILLE
18400 IPAVA AVE W
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Ship To: CITY OF LAKEVILLE
18400 IPAVA AVE W
ATTN: ACCOUNTS PAYABLE
20195 HOLYOKE AVE
LAKEVILLE, MN 55044

Cust PO#: 3/4" METERS

Job Name: METER ACCOUNT

Item	Description	Quantity	Net Price	UM	Total
NED2D11RPDG11	LF 3/4 SL T10 MTR P/C R900I USG	500	290.000	EA	145000.00

Net Total: \$145000.00
Tax: \$0.00
Freight: \$0.00
Total: \$145000.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2518&on=24675>



Date: 1/21/2025

Supplemental Agreement with WSB for Professional Services for Lake Marion Greenway

Proposed Action

Staff recommends adoption of the following motion: Move to approve WSB supplemental agreement for professional services for the Lake Marion Greenway, City Project 26-15.

Overview

The City and Dakota County are partnering to construct segments of the Lake Marion Greenway, City Project 26-15. The Lake Marion Greenway is a multi-phased project designed to provide connectivity to existing City and County trail systems, and to improve bicyclist and pedestrian safety. Once completed, the greenway will travel 20 miles through the cities of Burnsville, Credit River, Farmington, Lakeville and Savage. The City's adopted five-year Capital Improvement Plan programs construction of Phase I in 2026 and includes the segments from a) Ritter Farm Park to west of Dodd Boulevard; and b) east of Dodd Boulevard to Holyoke Avenue. Additional improvements include a) crossing at Kenrick Avenue; b) mini-trailheads in Ritter Farm and Downtown; and c) Parking Lot A reconstruction. The adopted Lake Marion Greenway Master Plan will serve as the framework for developing the final design.

WSB's supplemental agreement includes the scope of services and estimated cost to complete engineering for City Project 26-15, and is subject to the Master Services Agreement dated September 20, 2021.

The City and County will share project responsibilities consistent with adopted County 2040 Transportation Plan Cost Share policies and as established in a future Joint Powers Agreement. The City is the lead agency for design; therefore, the total engineering cost is reflected in this memo. The estimated engineering cost is \$430,000; anticipated funding sources include Dakota County, and the City's Park Dedication Fund, Pavement Management Fund, Park Improvement Fund and Trail Improvement Fund. City staff will amend the 2025 and 2026 budgets (if needed as the project engineering is completed) and make the appropriate transfers between funds with respect to the project funding sources.

Supporting Information

1. 2024.12.13 WSB Supplemental Agreement

Financial Impact: \$430,000 Budgeted: Yes Source: Multiple Sources Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Jon Nelson, Assistant City Engineer
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A PROPOSAL FOR

Lake Marion Greenway Improvements Phase I | City Project No. 26-15

FOR CITY OF LAKEVILLE

December 13, 2024

City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044



Re: Lake Marion Greenway Improvements Phase 1 (Preliminary and Final Engineering)

Dear Mr. Jon Nelson and Members of the Selection Committee,

The City of Lakeville's (City) completion of the Lake Marion Greenway Trail Improvement Phase 1 project (CP 26-15) segment between Ritter Farm Park to downtown Lakeville (Holyoke Ave) is part of Dakota County's plan to complete overall Lake Marion Greenway trail system. The City identified CP 26-15 to begin construction by 2026 and requires a consultant team to have the background, qualifications, and technical experience to prepare alternatives, develop preliminary design, and complete final plans with the necessary environmental documents in 2025. The WSB team offers quality services that are consistent with the City of Lakeville expectations. The City will see following key benefits from the WSB team:

PROVEN LEADERSHIP: Our project manager, **DJ Sosa, PE**, is committed to leading the project and will serve as the Project Manager. He has more than 18 years of experience in transportation engineering and trail design projects. As a local Lakeville resident who was involved with the original Lake Marion Greenway trail study in 2020-2021 who personally uses this trail system, DJ has full comprehension of the project and has personal investment to make sure the project is completed with the right team and delivered effectively for the City of Lakeville.

TEAM QUALIFICATIONS: We intentionally identified qualified and experienced team members for the Lake Marion Greenway Phase 1 project. In addition to having the experience of working together, we purposely involve key team members who have specifically worked on Greenway trail projects. **Matt Greenslit, PE** (Design Lead), and **Gus Perron, PE** (ADA Lead) both worked with DJ on the Lake Marion Greenway Trail project segment in the City of Burnsville. Additionally, DJ and **Candace Amberg, PLA, ALSA** (Landscape Architect Lead) worked together on the Lake Marion Trail Feasibility Study with the City of Lakeville.

DIRECT STAKEHOLDER ENGAGEMENT: The best results come from being prepared. Our team will explore the project limits and assemble an engagement workplan with a focus on connecting with the residents at a one-on-one level. **Ryan Earp's** (Public Engagement Lead) approach is direct to individuals affected by the project through neighborhood stakeholder group meetings. It's how we engage stakeholders and honor their concerns while accounting for a risk-based approach to managing issues and expectations.

The WSB team will exceed client and project expectations. We do customer-centric work by adapting to the needs of our clients, while acting as a trusted advisor. We look forward to working with you on this project. Please feel free to contact DJ at 612.214.9244 or dsosa@wsbeng.com with any questions you may have about our proposal.

DJ Sosa, PE
Project Manager



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Firm Overview



Forge ahead.

WSB is a design and consulting firm specializing in engineering, community planning, environmental, and construction services. Together, our staff improves the way people engage with communities, transportation, infrastructure, energy and our environment. We offer services that seamlessly integrate planning, design and implementation.

We share a vision to connect your dreams for tomorrow to the needs of today—the future is ours for the making.

1,500+
STAFF

50+
SERVICE AREAS

45+
OFFICES

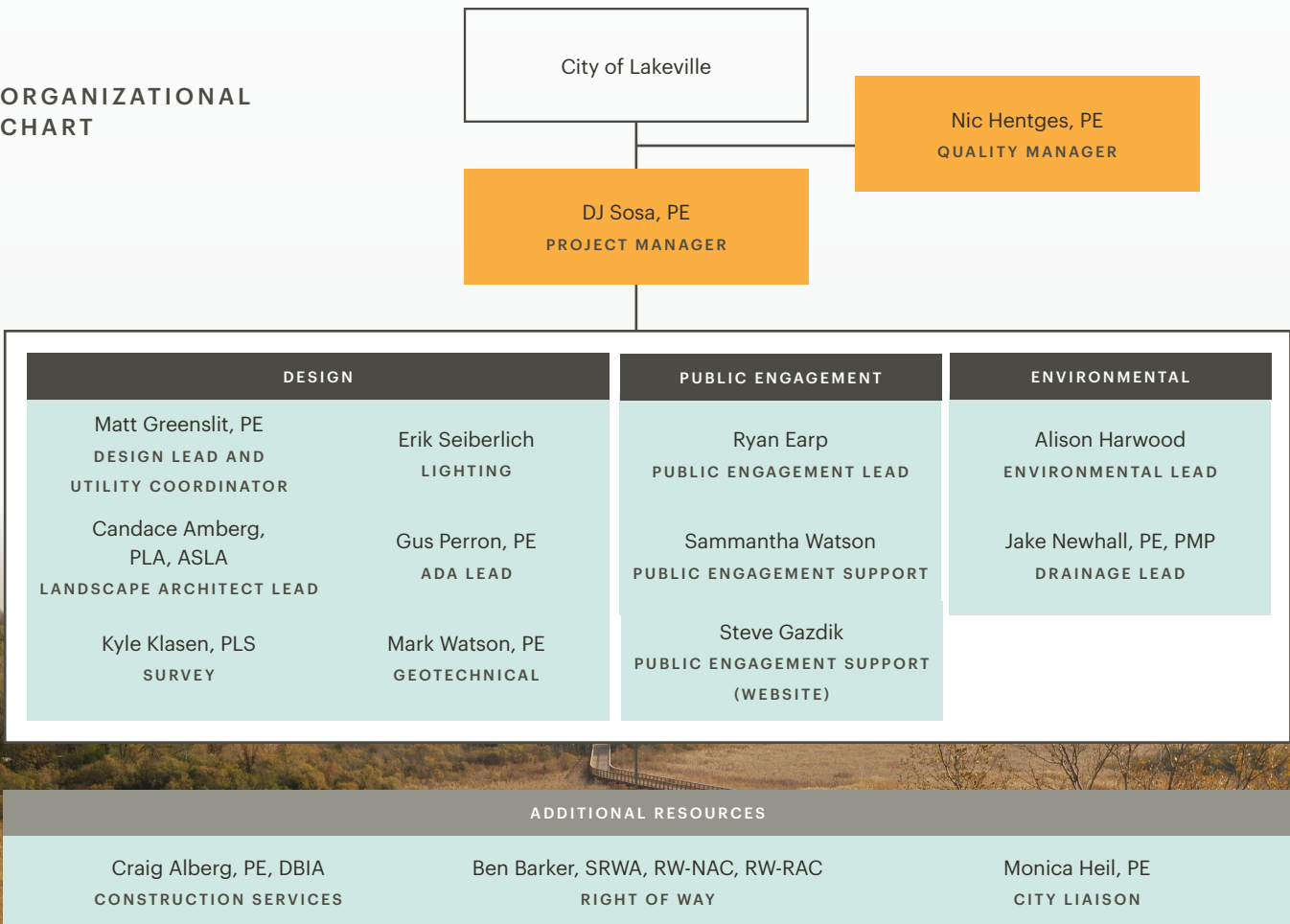
10
STATES

Alternative Project Delivery | Asset Management | Biogas | Bridges & Structures | City Engineering | Community Planning | Constructability Review | Construction Materials Testing & Special Inspection | Contractor Modeling | Drinking Water | Economic Development | Environmental Compliance | Geohazard Risk Management | Geospatial | Geotechnical Engineering | GIS Services | Grants & Funding | Health & Safety Compliance | Intelligent Transportation Systems | Investigation & Remediation | Land Development | Landscape Architecture | Managed Services | Natural Resources | Pavement Management | Pipeline | Project Management & Construction Administration | Public Engagement | Public Works Management | Right of Way | Roadway Design | Smart Cities | Solar | Survey | Sustainability | Technology Solutions | Traffic Engineering | Transit Planning | Transportation Planning | Urban Design | Vibration Monitoring | Visualizations | Water Resources | Water Reuse | Wind

Project Team and Qualifications



ORGANIZATIONAL CHART



DJ Sosa, PE (MN #49048) | Project Manager

DJ will lead the team and serve as the City of Lakeville's primary point of contact. He has over 18 years of transportation project development experience including concept analysis, preliminary design, and final design. DJ has been a WSB project manager for than more than 8 years and held a role as a design manager at MnDOT for 10 years. He will use his experience working with various agencies to ensure local standards and preferences are incorporated into the Lake Marion Greenway project.

DJ'S RELEVANT EXPERIENCE:

- Lake Marion Greenway Trail Feasibility Study | City of Lakeville | Design Lead
- Lake Marion Greenway Trail Preliminary & Final Design | City of Burnsville | Project Manager
- Sunset Pond Trail Study | City of Burnsville | Project Manager
- Cliff Road Trail Preliminary & Final Design | City of Burnsville | Project Manager
- CSAH 9 Trail Preliminary & Final Design | Pine County | Project Manager

PROJECT TEAM



Nic Hentges, PE (MN #44620) | Quality Manager

Nic has 23 years of experience managing quality as well as designing a multitude of preliminary and final design projects that include city, county, state trails, and roadways. Nic has developed and implemented many quality management plans using the latest technologies to streamline reviews. Nic's experience includes staff augmentation performing plan reviews for MnDOT Central Office along with being the Quality Manager for all of WSB's transportation group's projects over the past several years. Nic created WSB's transportation group's quality management process and trains staff of its use and updates.

NIC'S RELEVANT PROJECT EXPERIENCES:

- Lake Marion Greenway Trail Preliminary & Final Design | City of Burnsville | Quality Manager
- Sunset Pond Trail Study | City of Burnsville | Quality Manager
- Cliff Road Trail Preliminary & Final Design | City of Burnsville | Quality Manager
- CSAH 9 Trail Preliminary & Final Design | Pine County | Quality Manager



Matt Greenslit, PE (MN #56695) | Design Lead & Utility Coordinator

Matt has 13 years of experience and has worked on a variety of preliminary and final design projects for counties, cities, and MnDOT. He has been responsible for developing concepts, layouts, and other preliminary design documents and incorporating them into the final design. Matt has extensive experience implementing trail design in existing corridors and incorporating innovative design concepts to minimize impacts. Recent work includes the Quarry Lake Trail and Pedestrian Bridge in the City of Shakopee and the Heartland State Trail / TH 71 Crossing for the DNR, both projects have been constructed.

MATT'S RELEVANT PROJECT EXPERIENCES:

- Lake Marion Trail | City of Burnsville | Design Lead
- Sunset Pond Trail I | City of Burnsville/ Dakota County | Design Lead
- Quarry Lake Trail and Pedestrian Bridge | City of Shakopee | Design Lead
- CSAH 9 Trail Preliminary & Final Design | Pine County | Design Lead



Candace Amberg, PLA, ASLA (MN #40646) | Landscape Architect

As a professional Senior Landscape Architect with over 28 years of experience, Candace has managed numerous planning and design projects within the City of Lakeville, providing her with intimate knowledge of the community. Candace has extensive experience in creating beautiful outdoor spaces and understands the guiding themes and design details that will enhance the sense of place within the community. She enjoys the collaborative process that comes from working with stakeholders to develop and implement their vision.

CANDACE'S RELEVANT PROJECT EXPERIENCES:

- Lake Marion Greenway Trail Feasibility | City of Lakeville | Project Manager
- Antlers Park Redevelopment | City of Lakeville | Project Manager
- New Brighton Park and Trail System Plan | City of New Brighton | Project Manager and Primary Planner



Gus Perron, PE (MN #56672) | ADA Lead

Gus is one of Minnesota's leading technical experts with accessible pedestrian facilities experienced in scoping, design, and construction. With 11 years of professional experience, Gus also shares a traffic engineering background, giving him the ability to blend pedestrian accessibility with a balance of safety and mobility. Gus developed the foundation of his expertise while working full-time as augmented staff in MnDOT's ADA group, learning best practices for different project scopes across different environments. Above and beyond ADA compliance, Gus always considers the usability, constructibility, and maintainability of every design.

GUS'S RELEVANT EXPERIENCE INCLUDES:

- MnDOT Staff Augmentation (ADA) Statewide Minnesota | MnDOT | ADA Lead
- Ipava Avenue and 165th Street Resurface and ADA | City of Lakeville | ADA Lead
- Pinewood Elementary Safe Routes to School | City of Monticello | ADA Lead

PROJECT TEAM

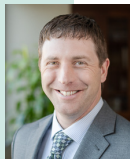


Erik Seiberlich | Lighting

Erik is a Senior Project Manager in the Traffic Group with 25 years of experience on traffic and transportation engineering projects. Erik specializes in traffic signal and lighting design, including interchange, corridor, pedestrian level, and site and aesthetic lighting. Erik has experience working with many municipalities, counties, and DOTs as well as utility providers to develop functional, appealing, and cost effective lighting systems that fit the environment being illuminated.

ERIK'S RELEVANT EXPERIENCE INCLUDES:

- Lake Marion Greenway Trail Preliminary & Final Design | City of Lakeville | Lighting Lead
- CSAH 9 Trail Preliminary & Final Design | Pine County | Lighting Lead
- CSAH 42 M&O Project | Dakota County | Lighting Lead
- Douglas Drive Corridor Improvements | City of Golden Valley | Lighting Lead
- Lighting Studies and Design throughout MN, ND, CO, and TX | Project Manager



Mark Watson, PE (MN #48709) | Geotechnical Lead

Mark has more than 18 years of industry experience in design construction and monitoring of infrastructure projects throughout the region. He oversees materials design, testing, special inspections, as well as vibration and noise instrumentation and monitoring. Mark is currently providing specialized vibration monitoring and reporting services to support the construction of the Charlton Innovation Suite + LINAC. Mark's experience over the full project spectrum from design, construction and maintenance gives him a unique and valuable perspective when providing instrumentation and monitoring services.

MARK'S RELEVANT EXPERIENCE

INCLUDES:

- Green Lake Access Improvements | MnDNR | Geotechnical Lead
- 4641 Removal and Culvert Replacement | Stearns County | Geotechnical Lead
- Lake Zumbro Park Improvements | Olmstead County | Geotechnical Lead

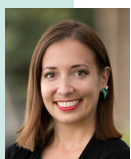


Ryan Earp | Public Engagement Lead

Ryan is a creative and collaborative strategist with nearly 20 years of experience working in the fields of stakeholder engagement and strategic communications. During this time, Ryan has worked with a variety of private and public sector clients to develop impactful strategic communications plans and execute stakeholder and community engagement initiatives. Ryan is passionate about integrating emerging tools and technologies to meet stakeholder outreach objectives for our WSB clients.

RYAN'S RELEVANT EXPERIENCE INCLUDES:

- Rethinking I-94 Phase 2 | MnDOT Metro | Engagement Lead
- Douglas Drive and Hwy 55 | City of Golden Valley | Engagement Lead
- 11th Street Underpass and Hwy 10/75 Reconstruction | MnDOT | Engagement Lead



Sammantha Watson | Public Engagement Lead Support

Sammantha has 13 years working on political campaigns. She has assisted on campaigns across the country, working with candidates on research, messaging, and voter contact methods. She has experience on ballot initiative and issue campaigns with an environmental and criminal justice focus..

SAMMANTHA'S RELEVANT EXPERIENCE

INCLUDES:

- CSAH 42 M&O Project | Dakota County | Engagement Lead
- Rethinking I-94 Phase 2 | MnDOT Metro | Engagement Lead
- Douglas Drive and Hwy 55 | City of Golden Valley | Engagement Lead

PROJECT TEAM



Steve Gazdik, MGIS | Public Engagement Support (Website)

Steve is proficient with all products under the ESRI ArcGIS Platform including Spatial Analyst, 3D Analyst, and Geostatistical Analyst extensions and has over 14 years of experience in the Geographic Information System (GIS) field. He has vast experience working with local, municipal, state, and government agencies which includes adhering to each of their data and metadata standards, data accuracy, practices, and innovating new solutions. Steve has experience with GIS enterprise geodatabase design, creation, and manipulation along with developing and converting data from various sources. He has expertise updating and standardizing GIS databases used for publishing maps and figures as well as feature/map services to be used within Web AppBuilder for ArcGIS, ArcGIS Experience Builder, ArcGIS Online, and ArcGIS API for JavaScript. He has extensive background of digitizing spatial data from aerial imagery and georeferencing historical maps and as-builts. Steve has also created 20+ ArcGIS Hub sites that allow effective communication, direct public engagement, and data transfers between agencies.

STEVE'S RELEVANT EXPERIENCE

INCLUDES:

- Otter Lake Road Extension | City of Lino Lakes | GIS Lead
- East Metro Interchange Public Engagement Hub | MnDOT Metro | GIS Lead
- Rethink I-94 | MnDOT | GIS Lead



Monica Heil, PE (MN #47497) | City Liaison

Monica has been serving Minnesota agencies and communities for over 20 years. Monica's design and project management experience has resulted in her ability to work effectively with neighborhood groups, elected and appointed officials, agency staff, and various permitting agencies. Monica is keenly aware of the long-term operations and maintenance needs associated with a project and can work with multiple agencies to identify potential long-term issues and solutions. Her experience managing projects through construction allows her to see how final design decisions impact an agency's system, and how she must proactively develop communication strategies to keep project stakeholders informed.

MONICA'S RELEVANT EXPERIENCE INCLUDES:

- Fish Point Road Reconstruction Project | City of Prior Lake | Project Manager
- 2019 Street Reconstruction Project | Cities of Lakeville and Burnsville | Project Manager
- 2011-2024 Street Reconstruction Projects | City of Lakeville | Project Manager



Alison Harwood | Environmental Lead

Alison has over 16 years of experience in the natural resources field performing wetland delineations and field studies as well as helping clients navigate environmental review and permitting processes. She has extensive knowledge of wetland and water resource regulation and has led many projects through the wetland delineation and permitting processes. She has led delineations ranging from single parcels to multiple miles of corridor and understands the coordination needed to allow these projects to succeed.

ALISON'S RELEVANT EXPERIENCE

INCLUDES:

- Lake Marion Trail | City of Burnsville | Senior Environmental Scientist
- TH 169 and CR 59 | Scott County | Environmental Lead
- Old Public Works Facility Delineation | City of Lakeville | Environmental Lead



Jake Newhall, PE, PMP (MN #49170) | Drainage Lead

Jake has more than 18 years of engineering experience and has managed and designed many types of water resources projects, including modeling, planning, design, maintenance programs, and construction. He has worked with numerous watershed municipalities, counties and state agencies. Jake's well-rounded water resources skills and experience allow him to collaborate and be innovative while solving challenging water quality and water quantity problems.

JAKE'S RELEVANT EXPERIENCE INCLUDES:

- Seidl's Lake Improvement Project | City of South St. Paul | Project Manager
- Riverchase Regional Stormwater Improvements | City of Faribault | Project Manager
- Big Rivers Regional Trail – Black Dog Segment | City of Burnsville | Drainage Lead

PROJECT TEAM



Kyle Klasen, PLS (MN #44606) | Survey Manager

Kyle has than 30 years of experience spending 15 years working for the Minnesota Department of Transportation in District 3B and 18 years at WSB. As the Survey Group Manager, Kyle assures quality control from the initial base mapping through construction staking. His experience in the field, in the office, and managing survey crews adds great value to survey processes and quality control on projects. Kyle's experience working on infrastructure projects is a critical component of delivering high quality surveys. He manages a department that performs design surveys through construction staking on State, county, and municipal highway projects, assuring all project deadlines and requirements are met.

KYLE'S RELEVANT EXPERIENCE INCLUDES:

- Lake Marion Greenway Trail Feasibility Study | City of Lakeville | Survey Manager
- Lake Marion Greenway Trail Preliminary & Final Design | City of Burnsville | Survey Manager
- Sunset Pond Trail Study | City of Burnsville | Survey Manager
- Cliff Road Trail Preliminary & Final Design | City of Burnsville | Survey Manager
- CSAH 9 Trail Preliminary & Final Design | Pine County | Survey Manager



Craig Alberg, PE, DBIA (MN #47538) | Construction Services

Craig has more than 20 years of Contract Administration, Project Management, and Quality Management experience. He has managed nearly 100 construction administration contracts including road improvements, bridges and structures of all types. Craig is a registered Professional Engineer with a valid status as a Minnesota Bridge Inspection Team Lead. Craig also maintains certifications for PADI Underwater Bridge Inspector and NHI Bridge Safety Inspector. As the Metro Director for WSB's Construction and Design-Build Services where he oversees more than 40 staff and the contract administration efforts for more than \$50M in construction projects annually. Craig's wide range of expertise and knowledge for construction practices is continually utilized and relied on to administer projects of varying complexity and scope with all funding types for local, state, and government agencies.

CRAIG'S RELEVANT EXPERIENCE INCLUDES:

- Cliff Road Trail Project | City of Burnsville | Project Manager
- Lake Marion Trail | City of Burnsville | Project Manager
- Split Rock Lighthouse State Park Campground and CR 221 Construction | MnDNR | Project Engineer and Project Manager



Ben Barker, SRWA, RW-NAC, RW-RAC | Right of Way

Ben has over 20 years of real estate experience and has been in acquisitions and relocations for over 15 years. He is experienced in land rights for government entities, renewable energy companies, and utility companies. He manages multiple complex projects and initiatives to meet business and clients' needs. He is an effective negotiator and works closely with the clients, design staff, and landowners to address parcel specific concerns and reach settlements fair to all parties.

BEN'S RELEVANT EXPERIENCE INCLUDES:

- 126th Street West Trail | City of Burnsville | ROW Project Manager
- Cliff Road Trail Project | City of Burnsville | ROW Project Manager
- 175th Street West Reconstruction Project | City of Lakeville | ROW Project Manager

Project Understanding



The Lake Marion Greenway master plan that was developed in 2013 by Dakota County, identifies a 20-mile proposed trail and greenway system through the cities of Burnsville, Savage, Credit River Township, Lakeville, and Farmington that will link the Minnesota River and the Minnesota River Greenway to Murphy-Hanrehan Park Reserve.

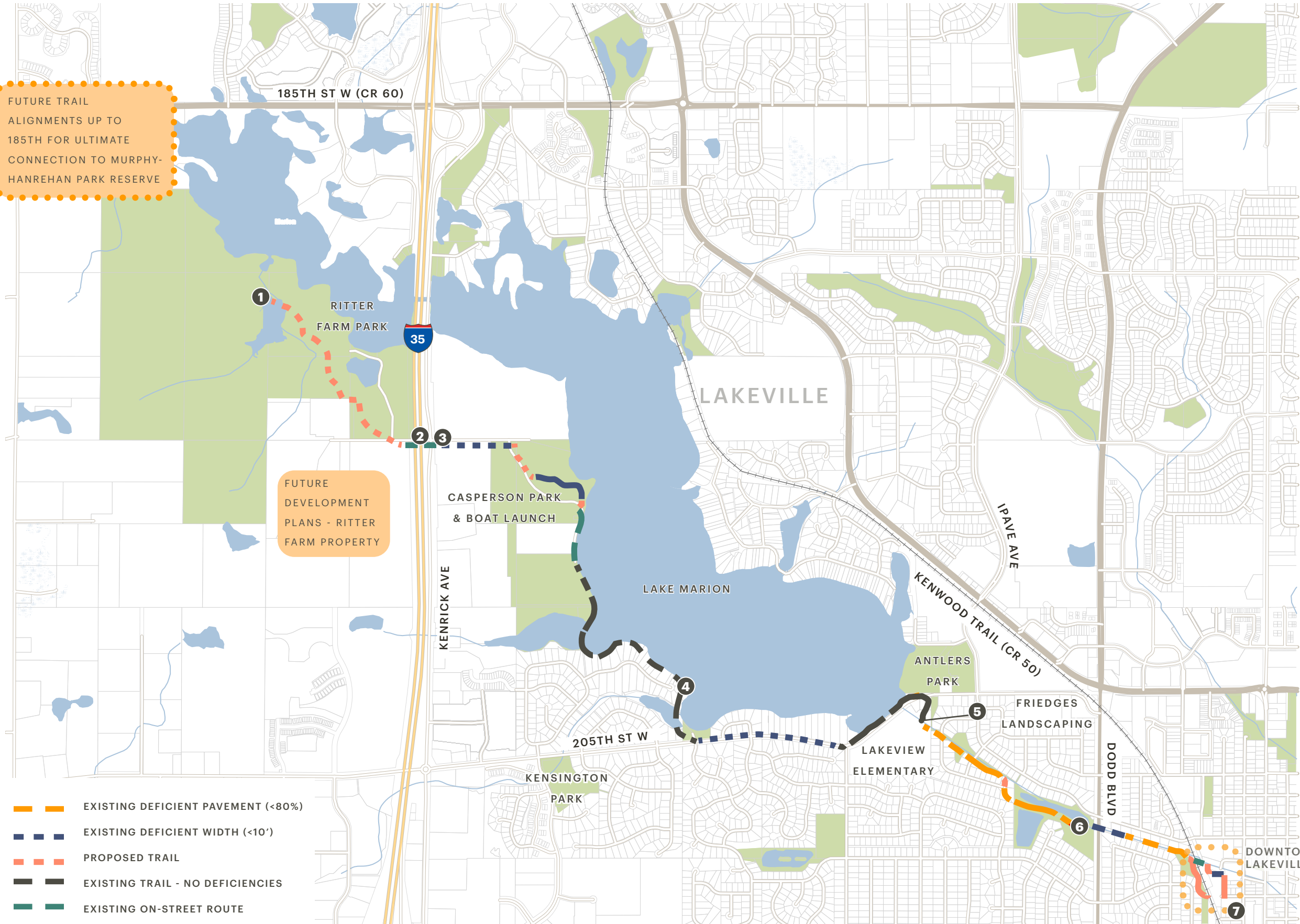
The Lakeville segment of the Lake Marion Greenway trail focuses on the proposed trail segments starting from downtown Lakeville and ending in Ritter Farm Park. Additional future considerations are meant to explore alternatives for eventual trail connections that will extend to Murphy-Hanrehan Park Reserve. The Lake Marion Greenway trail segments through the City of Lakeville are meant to improve access and connectivity to multiple destination areas that include the downtown business shopping district, local city parks and schools, and Lake Marion, providing access to highly valuable natural resource spaces, scenic settings, and a wide variety of active and passive recreational opportunities.

In 2019, the City of Lakeville, in partnership with Dakota County, conducted a feasibility study of the Lake Marion Greenway Improvements Phase 1 segment. The trail feasibility study identified trail improvements and alignment modifications for the multi-use trail from downtown Lakeville to Ritter Farm Park based on the opportunities and constraints within the corridor with near and long-term phasing initiatives for implementation and associated cost considerations to aid in preparing future budgets and funding requests for implementation. The result of the study is a layout that primarily improves existing trail systems to better meet regional trail design standards with some alternatives for specific segments that have challenging or varying alignment opportunities which this project (CP 26-15) will complete and get ready for construction in 2026.

Goals for the Lake Marion Greenway Improvements Phase 1 project (CP 26-15) is to:

- Complete a comprehensive analysis to identify existing issues and provide alternative design solutions for Lake Marion trail users,
- Complete a robust public engagement process to inform City of Lakeville residents about the trail project,
- Prepare and complete a preliminary layout by July 2025 and a final plan set by December 2025, and
- Engage the City of Lakeville, Dakota County, and MnDOT, with open and clear communication.





- 1

Requires a field visit with the City of Lakeville and Dakota County to finalize preferred alignment within Ritter Farm Park to the Environmental Learning Center.
- 2

MnDOT Br. No. 19841

Limit design work, potentially pavement marking only. MnDOT/City have future coordination plans related to future Ritter Area Development.
- 3

Provide options for safe pedestrian/bike crossing.

Concerns on high speed traffic along Kenrick Ave.
- 4

Provide options to slow down users such as pavement marking and/or additional signing. Concerns involve sight lines along the curves, potentially clearing vegetation options within City owned ROW.
- 5

Existing Deficient Radius.
- 6

Coordinate with other the city project (26-04) on the preferred crossing.
- 7

Requires a field visit with the City of Lakeville and Dakota County to finalize preferred alignment and trailhead location.



Project Approach

Tasks

1. Project Management

DJ Sosa, PE, Project Manager (PM), will work closely with **Jon Nelson** (Assistant City Engineer) to ensure the project stays on time, remains within budget, and delivered with high-quality standards.

DJ will set up 30-minute weekly meetings with Jon. The check-in meetings will include scope review, budget performance, and schedule updates. We'll discuss critical path tasks in the schedule such as draft results of the alignment analysis and preferred design being considered. The conversation will help prepare for future discussions with the Project Management Team (PMT). DJ will also work with Jon to develop an action items list that will identify the responsible party for each action and deadlines, so everyone stays on track. The action items list will include identification of project risks that will be regularly assessed and re-prioritized as the project progresses.

DJ will arrange a kick-off meeting and 11 monthly PMT meetings. DJ will also invite representatives from Dakota County, MnDOT, due to the bridge over I-35, and the appropriate WSB staff, depending on the topic to be discussed at the PMT meeting. DJ will coordinate with Jon on other stakeholders we deem fit to attend the

PMT meetings. DJ will prepare the agenda at least one week prior to the meeting and distribute minutes within one week after the meeting. Agendas and minutes will be reviewed by Jon prior to any distribution to the rest of the PMT.

WSB has a robust quality process that will be led by **Nic Hentges, PE**. Nic will review the different alternatives, the layout, final plans, and other documents related to the project deliverables. We will develop a project specific Quality Management Plan (QMP) to detail the quality assurance/quality control measures within 30 days of finalizing the contract. The QMP will establish standard text and formats for project deliverables including technical memos, reports, and conceptual design documents.





2. Public Involvement

APPROACHING THE PUBLIC INVOLVEMENT PROCESS

For this project, we will lead a collaborative and inclusive Public Involvement Process (PIP) to build trust and foster meaningful relationships with the affected communities and stakeholders. Ryan Earp will oversee this effort, with support from Sammantha Watson, along with our experienced team of communication, graphic design and engagement experts.

Together, we will have inclusive, targeted, and timely communication that conveys the project's objectives in a public-friendly, easy-to-digest manner while encouraging feedback and participation from diverse community groups. Driven by this inclusive and multi-stakeholder approach, Ryan will oversee the development of a comprehensive PIP that aligns with the project's goals and fosters meaningful community engagement and acceptance.

We will begin by understanding the unique needs and priorities of stakeholders, including ISD 194, Lakeville City Council, Dakota County Parks, MnDOT State Aid, Vermillion River Watershed Joint Powers Organization (VRWJPO), and local business associations. Using dialogue, demographic data, technology, and other proven engagement tools, we'll craft a process that is accessible, inclusive, and culturally sensitive.

Our approach will focus on creating open communication channels and deploying innovative strategies to engage stakeholders meaningfully. By engaging with community representatives and leaders early, establishing trust and ensuring transparency, we'll set the stage for a successful public involvement process.

Finally, since the project focuses on pedestrian and multimodal crossing improvements, trail speed control, wayfinding, and lighting enhancements, we will prioritize including voices of vulnerable road users such as pedestrians and cyclists. Targeted communication will address their safety, mobility, and facility needs, ensuring inclusive discussions and actionable feedback for a safer, more efficient travel experience.

DELIVERING THE PUBLIC INVOLVEMENT PROCESS

We will deliver the public involvement process through a mix of creative strategies and practical tools designed to maximize information sharing, community participation and feedback. Ryan, Sammantha, and members of the WSB team will convene and facilitate an engagement planning call as needed with the project team to discuss community engagement efforts, plans, and project details. The first call will serve as a engagement kick-off. This will be followed up by:

- **Information Sharing and Feedback Collection** - Ryan and Sammantha will lead the creation of a project website to serve as a hub for updates, engagement opportunities that may potentially include surveys, and an interactive comment map. Alongside WSB's award-winning design team, they will prepare clear and accessible materials, including newsletters, postcards, and social media content to support community outreach and information sharing. WSB will coordinate two open house meetings to share project updates and gather feedback. The first will introduce the project and collect initial input. The second will focus presenting the final trail alignments and overview of project construction schedule.

- **Agency and Stakeholder Coordination** - We will hold regular coordination meetings with the City of Lakeville, Dakota County, and other project representatives to ensure alignment and address feedback. Weekly virtual meetings leading up to open houses will provide a platform to discuss engagement progress, share updates, and refine our approach as needed. Due to the variety of stakeholders, we propose three stakeholder meetings as small-group meetings intended to capture interests and concerns from businesses and state and local agencies adequately. Project experts would be available at the meeting to present information related to the project and answer questions.
- **Community Events and Engagement Innovations** - Beyond traditional engagement, we will use innovative tools such as virtual reality walk-throughs, 3-D visualizations, and pop-up exhibitions to enhance community understanding of project concepts. In addition to open houses, we could also organize diverse community events (such as Lakeville’s “Pan-O-Prog”) and collaborate with local influencers and organizations to expand our reach, upon the City’s direction.
- **Documentation and Reporting** - Throughout the project, we will document community and stakeholder feedback and integrate findings into summary reports shared with project partners. All communication materials will meet ADA compliance, branding standards, and accessibility requirements, ensuring they are clear, culturally relevant, and universally accessible.

By focusing on meaningful engagement and innovative communication, we will ensure the Lake Marion Greenway Improvements Phase 1 project reflects community needs and achieves its goals.



3. Right of Way

Matt Greenslit, PE will lead this task with the support of Ben Barker. They will work with WSB’s survey group to map the existing right-of-way, easements and property information needed for the project. Kyle Klasen and his survey team will locate all public land survey corners and boundary corners so they can complete a detailed parcel breakdown of the project area. Matt will model the project area in OpenRoads and develop a 3D model to determine right of way needs and include line work for proposed temporary and permanent right of way in the final layout. WSB will provide a right of way CADD file upon completion in the format preferred by the City. Through this process Matt will analyze challenging locations and look for innovative ways to reduce the need for proposed right of way. Once the right of way needs have been determined Ben will prepare cost estimates per parcel for the entire project area. Ben will use his vast experience to ensure that the cost estimates are accurate based on recent acquisitions in the area and his professional judgment.





4. Topographic Survey

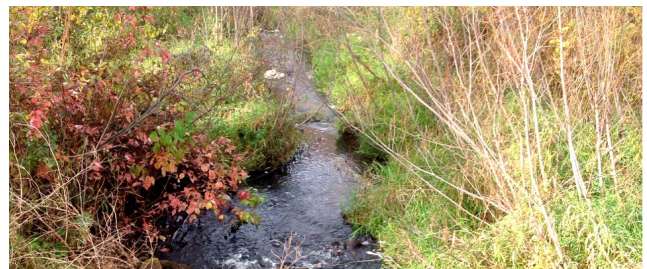
WSB, with Kyle Klasen's lead, will include publicly available LIDAR data for most of the trail segments and full conventional topographic survey for locations that require better accuracy and is adequate to complete 30% layouts. For final design Kyle and his survey team will complete full conventional topographic survey for most of the trail segments and publicly available LIDAR surveys for locations that won't require realignment, full reconstruction, reconstruction of pedestrian ramps or at grade crossings, or where topographic surveys may be a challenge due to site constraints. The survey corridors will also include additional driveway and building information if needed to complete the design work.

WSB Survey Crews will gather all the necessary survey data to complete the preliminary engineering design. We understand this may require multiple mobilizations to collect data for stormwater management locations or other design aspects that may not be known at the time the initial survey is conducted.

The survey will be based on Dakota County Horizontal Coordinate System and NAVD88 vertical datum.

The topographic survey shall include but not be limited to centerline trail location and elevation, edge of bituminous and/or gravel, culvert locations, size, and invert elevations, cross sections approximately every 100' on roadway tangents, every 25'-50' as needed on curves or as necessary to define ditch sections and profiles. Break lines shall be in Civil 3D CAD format,

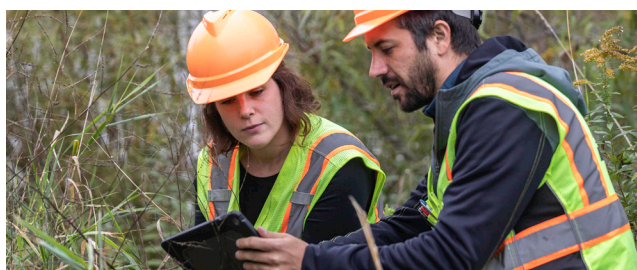
utilities on or above ground surface, utilities located underground (Gopher State One Call required), known well and septic system locations, landscape features (i.e. retaining walls, flower gardens, planters), edge of woods (dripline), edge of water bodies, delineated wetlands, soil boring locations, driveway locations, elevations and material, all external building and structure corners within the limits of the survey shall be surveyed and included in the base map, roadway and business signs, fence lines, and gate location.



5. Environmental

WSB will complete Level 2 wetland delineation within 50 feet of the trail alignment and in locations where additional stormwater features may be located. Our approach is to have all delineations completed by or under the supervision of a Certified Wetland Delineator. Alison Harwood will coordinate the fieldwork needed for this project. Level 2 wetland delineation will consist of identifying and delineating all wetlands within the project area during the growing season (generally May 1st to October 15th). Delineation methodologies will conform to those set forth in the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual and the Midwest Regional Supplement. Wetland boundaries will be marked with fluorescent pink pin flags and/or tape that is marked with "Wetland Delineation". Boundaries will also be surveyed with a handheld GPS unit with sub-meter accuracy. Boundaries will be converted to CAD files and provided to the City upon approval by the Local Government Unit.

A wetland delineation report will be prepared to summarize the findings from the field investigation. The preliminary wetland delineation report will be electronically submitted to the City for review and one round of comments prior to finalization and submittal to regulatory agencies. Agencies that are anticipated to receive the report include the Wetland Conservation Act (WCA) Local Government Unit (LGU), USACE, the Soil and Water Conservation District (SWCD), and the Department of Natural Resources (DNR). Once submitted, Alison will attend a field review meeting with the Technical Evaluation Panel (TEP), if requested. WSB will also respond to agency comments that arise during the wetland delineation approval process. All relevant comments and wetland boundary revisions will be completed to finalize the wetland delineation report for the LGU and USACE to issue boundary approval. The general time frame for receiving approval of a wetland delineation is 30-60 days from the date of a complete application to the LGU. Coordination and communication with regulatory agencies will occur throughout the project timeline to ensure that the wetland-related aspects of the project moves forward effectively and efficiently.



6. Geotechnical Evaluation

Mark Watson, PE will lead this task. WSB will complete additional soil borings along the trail for supplemental trail and necessary drainage information. WSB will drill the locations with our all-terrain drilling rig. The Minnesota Department of Health sealing requirements will be followed including notification and records. Borings will be cleared for public utilities via Gopher State on Call. If the boring locations are not accessible due to trees, etc, additional fees may be charged for clearing, grubbing, and site access methods. Soil samples will be returned to our laboratory to test for moisture content, gradation, organics, and other materials. Boring logs will be completed in PDF format and can be submitted to the client for discussion as the geotechnical report is worked on. The geotechnical report will include our recommendations for pavement design, pavement subgrade improvements, as well as recommendations for stormwater improvements.



7. Utility Identification and Coordination

Matt Greenslit, PE, will lead utility identification and coordination for the project. This will involve submitting a Gopher State One Call including field locate tickets, analyzing topographical features, reviewing survey information, performing a field inspection, and working directly with utility owners to obtain mapping and verbal descriptions of utilities. Matt will perform this task as outlined in the MnDOT Utility Coordination Process. All known utilities within the project corridor will be identified with owner, type, and size; and these utilities will be shown on the cross sections and layout as Quality Level D, according to ASCE/UESI/CI 38-22 “Standard Guideline for Investigating and Documenting Existing Utilities”. As part of the preliminary design, Matt will coordinate with the City and County to verify field limits of utility locations before any field work is performed. Matt will attend and host a utility coordination meeting with all utility owners, the City of Lakeville, and Dakota County to identify conflicts and resolutions – while ensuring relocated facilities will not conflict with the proposed design. Matt, with the assistance of Erik Seiberlich, WSB’s lighting expert, will coordinate with electrical utility service providers and provide a lighting design recommendation for City and County staff’s approval. All correspondence with potentially affected utilities will be organized, documented, and provided to the client.

8. Preliminary Design

ALTERNATIVES ANALYSIS

Working from the Lake Marion Feasibility Trail study, Matt Greenslit will lead development of the layouts for the different alternatives at the Kenrick Avenue intersection crossing and trail alignment through Ritter Farm Park. WSB assumes that three alternatives will be developed. These alternatives will be developed in close conjunction with the City of Lakeville and Dakota County.

For the Kenrick Avenue intersection crossing analysis, our team will account for the high-speed vehicles using Kenrick Avenue (posted at 55 mph) and how that interacts with the pedestrians and bicyclists wanting to cross to Ritter Farm Park. Matt will work closely with Gus Perron, PE (ADA Lead) to identify crossing enhancements and make recommendations for improving crossing safety and accessibility of multimodal users. Options may include advance warning signs, crosswalk pavement markings, improved intersection lighting, and a rectangular rapid flashing beacon (RRFB) system.

For the trail alignment analysis through Ritter Farm Park, our team will hold a site visit with representatives from the City of Lakeville and Dakota County to fully comprehend the best option to connect trail through the park to 180th Street West (CR 60). In addition to pedestrian and bicycle users, the analysis will account for snowmobile users as well. If trail head and wayfinding signs are being considered, our team has Candace Amberg to lead that design work. With her involvement in the feasibility study, Candace will be involved in supporting the trail alignment analysis with DJ and Matt.

Erik Seiberlich will work with the City of Lakeville to identify pedestrian level lighting options along the trail. Changes in trail conditions (general segments, roadway crossings, park alignment) will be considered, when identifying lighting unit type and illumination criteria. Additional consideration will be made with regards to in-place neighborhood lighting types and City standards.





9. Stormwater Management

Jake Newhall will lead the stormwater management work on this project including the preparation of a preliminary drainage design that accompanies the preliminary trail alignment and layout. The storm sewer collection and conveyance system design will be developed to meet City, County, State Aid, Watershed and MnDOT bridge office design requirements. The stormwater management system will be outlined and designed to achieve all MPCA-NPDES, City and Watershed requirements.

A preliminary stormwater management report will be completed to outline improvement options for consideration. This will include exhibits that show the preferred collection and conveyance system as well as stormwater management locations and configurations. Rate control, volume control, and water quality treatment will be included in the report for both existing and proposed conditions.



10. Final Design

Matt Greenslit will lead the final design developing final construction plans, estimate, and specifications that meet all governing specifications for the project and conform to MnDOT State Aid requirements and Dakota County Greenway standards. WSB will provide construction plan sets and cost estimates at 30%, 60%, 90%, and 100% submittals as necessary and in accordance with MnDOT State Aid and FHWA guidelines. WSB will incorporate feedback received at each submittal from the City of Lakeville, Dakota County, and MnDOT staff from each submittal into the construction documents. WSB will also complete draft specifications at 60% for review and a full draft project manual, proposal, and bid document according to City of Lakeville and State Aid Standard at 90%. Matt will make sure all City provided special provisions are included in the documents as needed.

Final signed, bound construction plans (11"x17" PDF format), estimate and bidding documents will be provided to the City of Lakeville upon completion of final design. WSB will also provide the City of Lakeville with electronic design files compatible with AutoCAD/Civil 3D and Shape Files, project memorandums, geometric layouts, hydrologic modeling, survey data, utilities, and other project related documents. During the bidding process WSB will support the City with any addendum's or clarifications regarding the construction documents.

11. Permits and Approvals

During project planning and design, Alison Harwood will use the data collected during the wetland delineation as well as available desktop data to identify areas of the project that may require environmental permit approvals. She will work with Matt Greenslit to identify ways to minimize impacts to aquatic resources during design. Based on the National Wetlands Inventory and the DNR Public Waters Inventory, there are multiple wetlands located along the trail as well as DNR-regulated wetlands. Potential environmental permits that may be needed for this project include a WCA decision, USACE permit, DNR Public Waters Work permit, National Pollutant Discharge Elimination System (NPDES) permit. Once project design is at approximately 60%, WSB will complete the permit applications and provide them to the City for review then will be coordinated with MnDOT State Aid to verify conformance with their requirements. Once submitted to the regulating agencies, it generally takes 60-120 days to receive permit approvals. WSB will maintain open communication with the regulatory agencies to ensure that the permit process meets the project schedule.



12. Construction Services

As a company, WSB has spent more than 28 years providing construction administration, inspection, material sampling and testing, and surveying on trail and roadway improvement projects at local, county, state, and federal levels on more than 40 State-Aid and federally funded projects annually. Our specialized construction division includes more than 40 MnDOT certified inspectors, 15 dedicated material testers, 17 two-person survey crews, and an AASHTO Accredited materials testing lab, all of which are located within the metro area. From our depth of experience providing construction services for the delivery of similar trail projects such as the Lake Marion and Cliff Road Trails in the City of Burnsville, knowledge of the applicable practices and policies, and understanding of the nature of work to be completed, we will ensure the vision and goals of the Lake Marion Greenway trail will be maintained throughout construction to successfully deliver this unique project on-time and within budget. The experience of our expert personnel provides them with an in-depth understanding of the challenges associated with key features for this project and allows them to proactively identify, address, and communicate issues with project stakeholders throughout construction to reduce risk to the owner. They are dedicated to delivering a high-quality product that is completed on-time, within budget, and exceeds the expectations of the City of Lakeville.

Schedule



Phase	Task	2025												2026											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Project Management	NTP (Assume 01.06.25)	●																							
	Quality Management Plan (QMP) & QC Plans/Docs	●																							
	Weekly PM Check In (Assume 48 - 30 mins)																								
	Kickoff (1 - 1 hr) & PMT (Assume 11 - 1 hr)	●	●	●	●	●	●	●	●	●	●	●	●												
Public Involvement	Public Involvement Plan (PIP)	●																							
	Open House (Assume 2)							●				●													
	Individual Stakeholder Meetings (Assume 3)			●			●			●															
Right of Way	Existing ROW Survey & Map																								
	Construction Limits							●																	
	ROW Cost Estimate								●																
Topographic Survey	Field Survey																								
	Existing Topographic Survey/LIDAR		●																						
Environmental	Wetland Delineation (Phase I & II)																								
	Wetland Delineation Report							●																	
Geotechnical Evaluation	Field Geotechnical Investigation																								
	Draft & Final Pavement Design & Soil Recommendation							●																	
Utility Identification & Coordination	Gopher State One Call (GSOC)		●																						
	Utiliy Map & Tabulations																								
	Utility Coordination Meeting (Assume 1)								●																
Preliminary Design	Alternative Designs (Assume 3)																								
	Preliminary Estimate Based on Preferred Alternative																								
	Preliminary Layout Based on Preferred Alternative																								
Stormwater Management & Hydraulics Evaluation	Preliminary Drainage Design on Preferred Alternative																								
	Preliminary Stormwater Management Report																								
Final Design	30% Plans and Estimate								●																
	60% Plans and Estimate												●												
	90% Plans, Specifications, and Estimate											●													
	100% Plans, Specifications, and Estimate												●												
Permits & Approvals	Identify & Prepare Permits																								
	Submit & Obtain Permits																								
Post-Design	Advertise, Addenda/Clarifications, Bidding																								
	Award/Construction															●									

- CRITICAL PATH ACTIVITIES

Fee Estimate



Task Description			PM	Quality Mgr.	Roadway Eng. / Utility Coord.	Roadway Design Sup.	ADA Eng.	Landscape Archt.	Traffic Eng.	Traffic Ltng. Designer	Traffic Tech	Hydraulics Eng.	Hydraulics Sup.	Public Engmt. Lead	City Liaison	Public Engmt. Sup.	GIS and Website Devel.	Graphic Designer	Env. Document Lead	Env. Sci.	Survey Crew Chief	Drone Operator	Survey Crew	Office Survey	Geotech Eng.	ROW Lead	Proj. Controls	Total Hrs	Total Fee (\$)
1	Project Management																												
	1.1	Quality Management Plan (QMP) & QC Plans/Docs		24																							8	32	7,168
	1.2	Weekly PM Check In (Assume 48 - 30 mins)	14		14																						14	42	8,414
	1.3	Kickoff (1 - 1 hr) & PMT (Assume 11 - 1 hr)	24		24	12	12	6	6	4		12		6	6				6						4			122	26,578
2	Public and Agency Involvement																												
	2.1	Public Involvement Plan (PIP)	4	2										4		16	2	4										32	5,646
	2.2	Open House (Assume 2)	8	8	2			8						6	8	24		24										88	16,490
	2.3	Individual Stakeholder Meetings (Assume 3)	6	6	3			3						6	3	10												37	7,966
	2.4	Website Development and Integration															10	2										12	1,990
	2.5	3-D Flyover Visualization of the Corridor																				35						35	6,825
3	Right of Way																												
	3.1	Existing ROW Survey & Map			8	16																						24	3,856
	3.2	Construction Limits		4	40	80																						124	20,284
	3.3	ROW Cost Estimate		4	24	40																				24		92	17,444
4	Topographic Survey																												
	4.1	Field Survey																			8		100	40				148	28,184
	4.2	Existing Topography Survey/LiDAR																			4		8	80				20	3,892
5	Environmental																												
	5.1	Wetland Delineation (Phase I & II)																		32								32	4,000
	5.2	Wetland Delineation Report																	24									24	3,888
6	Geotechnical Evaluation																												
	6.1	Field Geotechnical Investigation																							24			24	5,592
	6.2	Draft & Final Pavement Design & Soil Recommendation																							24			24	5,592

- COST CONTINUED ON NEXT PAGE -

Task Description			PM	Quality Mgr.	Roadway Eng. / Utility Coord.	Roadway Design Sup.	ADA Eng.	Landscape Archt.	Traffic Eng.	Traffic Ltng. Designer	Traffic Tech	Hydraulics Eng.	Hydraulics Sup.	Public Engmt. Lead	City Liaison	Public Engmt. Sup.	GIS and Website Devel.	Graphic Designer	Env. Document Lead	Env. Sci.	Survey Crew Chief	Drone Operator	Survey Crew	Office Survey	Geotech Eng.	ROW Lead	Proj. Controls	Total Hrs	Total Fee (\$)
7	Utility Identification & Coordination																												
	7.1	Gopher State One Call (GSOC)			1	4																						5	770
	7.2	Utility Map & Tabulations			4	24																						28	4,232
	7.3	Utility Coordination Meeting (Assume 1)	2		4	8																						14	2,456
8	Preliminary Design																												
	8.1	Alternative Design (Assume 3)	32	8	40	120	24	24																				248	45,432
	8.2	Preliminary Estimate Based on Preferred Alternative	24	4	24	40	8	8																				108	21,068
	8.3	Preliminary Layout Based on Preferred Alternative	24	4	24	80	4	4																				140	25,172
9	9.0 Stormwater Mgmt & Hydraulics Evaluation																												
	9.1	Preliminary Drainage Design on Preferred Alternative										24	60															84	15,516
	9.2	Preliminary Stormwater Management Report										8	32															40	7,008
10	Final Design																												
	10.1	30% Plans and Estimate	24	8	24	40	8		4	8	8	4	8															136	26,144
	10.2	60% Plans and Estimate	24	8	40	80	24		16	4	24	12	32															264	47,116
	10.3	90% Plans, Specifications, and Estimate	16	4	24	40	16		8	4	16	6	16															150	27,088
	10.4	100% Plans, Specifications, and Estimate	16	2	16	24	8		4	2	8	4	8															92	17,272
11	Permits & Approvals																												
	11.1	Identify & Prepare Permits										2	10															12	2,058
	11.2	Submit & Obtain Permits										1	8															9	1,488
12	Post-Design																												
	12.1	Advertise, Addenda/ Clarifications, Bidding	4		16																							20	4,160
	12.2	Award/Construction Support	4		16																							20	4,160
Total Hours			226	86	348	608	104	53	38	22	56	73	174	22	17	50	12	30	30	32	12	35	108	48	52	24	22	2,282	
Hourly Billing Rate (\$)			264	251	194	144	195	219	194	233	113	264	153	233	273	142	172	135	162	125	273	195	200	150	233	251	143		
Labor Total (\$)			59,664	21,586	67,512	87,552	20,280	11,607	7,372	5,126	6,328	19,272	26,622	5,126	4,641	7,100	2,064	4,050	4,860	4,000	3,276	6,825	21,600	7,200	12,116	6,024	3,146		424,949
Geotechnical Analysis (Units)																												3,000	
Expenses (Travel, Mailings, Prints)																												1,000	
Total Expenses																												4,000	
Total Project Cost																													428,949

- COST CONTINUED FROM PREVIOUS PAGE -



Appendix

Key Personnel Resumes



DJ Sosa, PE

PROJECT MANAGER



DJ is a senior project manager with more than 18 years of project development experience including preliminary and final trail design. He has managed multiple trail projects in Minnesota, a large portion is in Dakota County, including the Lake Marion Greenway Trail (Burnsville Segment), Cliff Road Trail, and Sunset Pond Trail. DJ also managed the pedestrian crossing evaluation at TH 13 and Nicollet Avenue for the City of Burnsville, Dakota County. He also worked with Candace Amberg on the Lake Marion Greenway Trail (Lakeville Segment) Feasibility Study in 2020-2021 as the lead designer. He has first-hand involvement in delivering trail design projects, an understanding of impacts to the adjacent roadway infrastructure, identifying constructibility issues, and mitigating those issues by providing various bicycle and pedestrian trail design options.

REGISTRATION:

Professional Engineer:

Minnesota #49048

EDUCATION:

Masters of Infrastructure
Systems Engineering,
University of Minnesota,
2013

Bachelor of Civil
Engineering, Minor in
Construction Management,
University of Minnesota,
2007

Lake Marion Trail Feasibility Study | Lakeville, MN

CLIENT: CITY OF LAKEVILLE/DAKOTA COUNTY

In 2020, the City of Lakeville in partnership with Dakota County conducted a feasibility study of the Lake Marion Greenway Improvements Phase 1 segment. The purpose of the trail feasibility study was to identify a proposed alignment for a multi-use trail from downtown Lakeville to Ritter Farm Park based on the opportunities and constraints within the corridor, identify near and long-term phasing initiatives to implement the trail, and determine potential cost considerations for use in preparing future budgets and funding requests for implementation. DJ served as the lead designer during this study alongside Candace Amberg as the project manager.

Lake Marion Trail | Lakeville, MN

CLIENT: CITY OF BURNSVILLE

The Lake Marion Greenway Trail segment of the regional Lake Marion Greenway closes a gap in the regional bicycle/pedestrian network. The project will improve safety conditions for pedestrians and bicyclists by providing a multi-use trail connecting existing bicycle/pedestrian trails at Sunset Pond Park to existing bicycle/pedestrian lanes on Burnsville Parkway/Hanrehan Lake Boulevard, which connect to Murphy-Hanrehan Park Reserve. WSB, DJ Sosa as the project manager, completed the feasibility study, the preliminary and final design, permitting, utility coordination, and ROW acquisition.

Sunset Pond Trail | Dakota County, MN

CLIENT: CITY OF BURNSVILLE/DAKOTA COUNTY

WSB, DJ as project manager, was selected by the City of Burnsville in collaboration with Dakota County to develop 30% plans with estimate, perform public engagement, and prepare a federal funding application for the project. WSB was tasked with determining the best route to fill in a gap on the Lake Marion Greenway Trail System between Rose Bluff Trail ending at Williams Drive and the Lake Marion Trail at Sunset Pond. This trail segment is approximately 1.7 miles in length and by filling in this gap 4.7 miles of continuous greenway trail will be constructed for pedestrians and bicyclists.

Cliff Road Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

WSB, DJ as project manager, developed the preliminary and final design for the City of Burnsville, and will facilitate permitting, utility coordination, and ROW acquisition. The purpose of the project is to provide an east-west trail connection on the north side of Cliff Road for nonmotorized users that improves safety conditions for pedestrians and bicyclists providing a dedicated trail facility, and improving non-motorized access to existing transit service and nearby destinations.



Nic Hentges, PE

QUALITY MANAGER



Nic is a quality manager with 23 years of experience. He has worked closely with numerous cities, counties, MnDOT State Aid, MnDOT Metro, and MnDOT Districts to deliver projects from the planning stage through construction. His primary responsibilities include project schedule and budget management, feasibility reports, preliminary and final utility and roadway design, public engagement, agency coordination and permitting, and construction management.

REGISTRATION:

Professional Engineer

MN #44620

EDUCATION:

Bachelor of Science in Civil Engineering, University of Minnesota, 2001

Lake Marion Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The Lake Marion Greenway trail segment of the regional Lake Marion Greenway, closes a gap in the regional bicycle/pedestrian network. The project will improve safety conditions for pedestrians and bicyclists by providing a multi-use trail connecting existing bicycle/pedestrian trails at Sunset Pond Park to existing bicycle/pedestrian lanes on Burnsville Parkway/Hanrehan Lake Boulevard, which connect to Murphy-Hanrehan Park Reserve. WSB completed the feasibility study, the preliminary and final design, permitting, utility coordination, and ROW acquisition. Matt served as the design lead for this project.

Sunset Pond Trail | Dakota County, MN

CLIENT: CITY OF BURNSVILLE/DAKOTA COUNTY

WSB was selected by the City of Burnsville in collaboration with Dakota County to develop 30% plans with estimate, perform public engagement, and prepare a federal funding application for the project. WSB was tasked with determining the best route to fill in a gap on the Lake Marion Greenway Trail System between Rose Bluff Trail ending at Williams Drive and the Lake Marion Trail at Sunset Pond. This trail segment is approximately 1.7 miles in length and by filling in this gap 4.7 miles of continuous greenway trail will be constructed for pedestrians and bicyclists.

Cliff Road Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The purpose of the project is to provide an east-west trail connection on the north side of Cliff Road for non-motorized users that improves safety conditions for pedestrians and bicyclists providing a dedicated trail facility, and improving non-motorized access to existing transit service and nearby destinations. WSB developed the preliminary and final design for the City of Burnsville, and will facilitate permitting, utility coordination, and ROW acquisition.

CSAH 9 Trail Preliminary and Final Design | Pine City, MN

CLIENT: PINE COUNTY

WSB completed the preliminary design for a trail along CSAH 9 (East Cross Lake Road) from CSAH 8 (south) to bridge no. 7186 (over the Snake River) in Pine City, Pine County. The County was looking for feasible options to incorporate a trail along the east side of the existing road. The study included identifying drainage and right-of-way impact, along with different costs for each concept. WSB produced three variations of the trail where it incorporates State and Regional trail standards. In early 2021, the County received trail funding from the DNR and directed WSB to complete the final design for the trail. The design follows both DNR trail design standard and MnDOT State Aid standards.



Matt Greenslit, PE

DESIGN LEAD & UTILITY COORDINATOR



Matt has 13 years of experience and has worked on a variety of preliminary and final design projects for counties, cities and MnDOT. He has been responsible for developing concepts, layouts, and other preliminary design documents and incorporating them into the final design. Matt has extensive experience implementing trail design in existing corridors and incorporating innovative design concepts to minimize impacts. Recent work includes the Quarry Lake Trail and Pedestrian Bridge in the City of Shakopee and the Heartland State Trail / TH 71 Crossing for the DNR, both projects have been constructed.

REGISTRATION:

Professional Engineer
Minnesota #56695

EDUCATION:

Bachelor of Science in Civil
Engineering, North Dakota
State University, 2009

MEMBERSHIPS +

RECOGNITIONS:

Minnesota Surveyors and
Engineers Society (MSES)

Lake Marion Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The Lake Marion Greenway trail segment of the regional Lake Marion Greenway, closes a gap in the regional bicycle/pedestrian network. The project will improve safety conditions for pedestrians and bicyclists by providing a multi-use trail connecting existing bicycle/pedestrian trails at Sunset Pond Park to existing bicycle/pedestrian lanes on Burnsville Parkway/Hanrehan Lake Boulevard, which connect to Murphy-Hanrehan Park Reserve. WSB completed the feasibility study, the preliminary and final design, permitting, utility coordination, and ROW acquisition. Matt served as the design lead for this project.

Sunset Pond Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE AND DAKOTA COUNTY

WSB was selected to develop 30% plans with estimate, perform public engagement activities, and prepare a federal funding application for the project. WSB was tasked with determining the best route to fill in a gap on the Lake Marion Greenway Trail system between the Rose Bluff Trail ending at Williams Drive and the Lake Marion Trail starting at Sunset Pond. This trail segment is approximately 1.7 miles in length and by filling in this gap 4.7 miles of continuous greenway trail will be constructed for pedestrians and bicyclists. Throughout the project, WSB coordinated with the Canadian Pacific Railway and utility companies to verify the preferred trail route would meet requirements and reduce risk for the City and County when the project progresses to final design. Once complete, WSB prepared a final project memo outlining the preliminary design and preferred option/approach for constructing this segment which the city presented to the City Council. Matt served as the design lead for this project.

Quarry Lake Trail and Pedestrian Bridge | Shakopee, MN

CLIENT: CITY OF SHAKOPEE

PROJECT DURATION: JAN 2020 - PRESENT

Matt has been task with designing the trail portion of the project and coordinating closely with WSB's structures group to verify design requirements are being meet as the trail/bridge crosses over TH 169. Matt has developed an alternatives study to help the city choose a preferred alternative. Once the preferred alternative was chosen he refined the preliminary design and developed a staff a proved layout. Following the approval of the staff approved layout Matt will work on incorporating the preliminary design into final plans.



Candace Amberg, PLA, ASLA



LANDSCAPE ARCHITECT LEAD

Candace is a professional Landscape Architect and project manager with over 28 years of experience. She utilizes a strong set of planning tools to determine actual needs and ensure an equitable planning solution can be achieved. The resulting planning outcomes have helped guide community improvements and have also aided in successful grant applications for funding the improvements. Candace has been involved with numerous professional organizations such as the NDRPA, MRPA, ASLA-MN, ACEC, GMRPT, and APA-MN. Candace would be the primary contact for communications between the WSB team and overall project design team for consistent messaging and coordination.

REGISTRATION:

Landscape Architect
Minnesota #40646

North Dakota #76

EDUCATION:

Bachelor of Landscape
Architecture, North Dakota
State University, 1995

Bachelor of Science in
Environmental Design,
North Dakota State
University, 1995

MEMBERSHIPS +

RECOGNITIONS:

Minnesota Recreation and
Park Association

North Dakota Recreation
and Park Association

MRPA 2022 Award
of Excellence - Lions
Volunteer Park, Hugo, MN

ACEC-MN 2019 Honor
Award (Hwy 22 Victory
Memorial Drive) & 2018
Excellence Award (Afton
Revitalization Project)

ACEC-ND 2021 Award of
Excellence (Fargo 52nd
Ave: Bridge Aesthetics sub-
consultant under Houston
Engineering)

Lake Marion Greenway Trail Feasibility | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

Candace was the project manager for the development of a feasibility study for the Lake Marion Greenway Trail from downtown Lakeville to Ritter Farm Park. The feasibility study identified trail improvements necessary to meet regional design standards with options for consideration in terms of key alignments, trailhead locations, and safe pedestrian crossings. The feasibility study also guided trail modifications necessary during the redevelopment of Antlers Park. This included redevelopment of a section of the Lake Marion Greenway Trail and a new pedestrian crossing connected to a new trailhead located in Antlers Park.

Antlers Park | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

Candace was the project manager and primary designer for the redevelopment of this key community park. This required extensive coordination with numerous agencies and additional designers as it related to the architectural components, the inclusion of a roundabout to fit with the new park site plan, and a trailhead for the Lake Marion Greenway Trail. Additionally, Candace helped the City of Lakeville secure a DNR Outdoor Recreation Grant to help fund the park improvements. The redeveloped park highlighted the historical significance of the park with improved connectivity and recreational opportunities. It was reopened to the public in the spring of 2024 with considerable excitement and highly successful results.

New Brighton Park & Trail System Plan | New Brighton, MN

CLIENT: CITY OF NEW BRIGHTON

Candace was the project manager and primary planner for the development of an updated Park and Trail System Plan for the City of New Brighton. Candace and the WSB design team worked with numerous stakeholders to develop a visionary plan for making strategic improvements to the parks and trails that was focused on providing more equitable and balanced recreation across the community. The plan document led to the implementation of the first phase of improvements focused on six strategic projects. Candace assisted the City in grant applications for the improvements which resulted in successful funding of nearly one million dollars combined.



Gus Perron, PE

ADA LEAD



Gus is one of Minnesota's leading technical experts with accessible pedestrian facilities experienced in scoping, design, and construction. With eleven years of professional experience, Gus also shares a traffic engineering background, giving him the ability to blend pedestrian accessibility with a balance of safety and mobility. Gus developed the foundation of his expertise while working full-time as augmented staff in MnDOT's ADA group, learning best practices for different project scopes across different environments. Above and beyond ADA compliance, Gus always considers the usability, constructability, and maintainability of every design.

REGISTRATION:

Professional Engineer (Civil)
Minnesota #56672
Colorado #64066

EDUCATION:

Bachelor of Science in Civil
Engineering, University of
Minnesota, 2013

Ipava Avenue and 165th Street Resurface and ADA | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

In 2022, the City of Lakeville resurfaced both Ipava Ave and 165th Street, which included reconstructing the curb ramps for the trails along these corridors. Gus was the ADA Lead on the project. He organized and led an ADA Design Field Walk to determine preferred impacts and design of curb ramps. He then oversaw ADA design through plan production phase. In construction, Gus supported City inspection staff by troubleshooting curb ramp installations with the contractor and providing ADA Compliance Checklists upon completion.

Lake Marion Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The Lake Marion Greenway trail segment of the regional Lake Marion Greenway, closes a gap in the regional bicycle/pedestrian network. The project will improve safety conditions for pedestrians and bicyclists by providing a multi-use trail connecting existing bicycle/pedestrian trails at Sunset Pond Park to existing bicycle/pedestrian lanes on Burnsville Parkway/Hanrehan Lake Boulevard, which connect to Murphy-Hanrehan Park Reserve. WSB completed the feasibility study, the preliminary and final design, permitting, utility coordination, and ROW acquisition. Matt served as the design lead for this project.

Staff Augmentation (ADA) | Statewide, MN

CLIENT: MNDOT

As augmented staff in Central Office ADA Unit since 2015, Gus has worked directly with MnDOT staff in every District to implement MnDOT's ADA Transition Plan through scoping, design and construction. He has a strong understanding of MnDOT's ADA design expectations, Gus co-authored the curb ramp sections in MnDOT's Facility Design Guide. He has provided scoping and design recommendations on projects across Minnesota. He has reviewed hundreds of construction plans on MnDOT and State-Aid projects for ADA compliance, construct ability, maintainability, and usability. He has even presented ADA and APS training at the MnDOT Signal and Lighting Certification course.



Erik Seiberlich

LIGHTING

Erik is a Senior Project Manager in the Traffic Group with 25 years of experience on traffic and transportation engineering projects. Erik specializes in traffic signal and lighting design, including interchange, corridor, pedestrian level and site and aesthetic lighting. Erik has experience working with many municipalities, counties and DOTs as well as utility providers to develop functional, appealing and cost effective lighting systems that fit the environment being illuminated.



EDUCATION:

Master of Science in
Engineering, University of
Wisconsin - Milwaukee

Master of Urban Planning,
University of Wisconsin -
Milwaukee

Bachelor of Arts in
Interdisciplinary Studies,
University of Texas -
Arlington

Lake Marion Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The Lake Marion Greenway trail segment of the regional Lake Marion Greenway, closes a gap in the regional bicycle/pedestrian network. The project will improve safety conditions for pedestrians and bicyclists by providing a multi-use trail connecting existing bicycle/pedestrian trails at Sunset Pond Park to existing bicycle/pedestrian lanes on Burnsville Parkway/Hanrehan Lake Boulevard, which connect to Murphy-Hanrehan Park Reserve. WSB completed the feasibility study, the preliminary and final design, permitting, utility coordination, and ROW acquisition. Matt served as the design lead for this project.

CSAH 9 Trail Preliminary and Final Design | Pine City, MN

CLIENT: PINE COUNTY

WSB completed the preliminary design for a trail along CSAH 9 (East Cross Lake Road) from CSAH 8 (south) to bridge no. 7186 (over the Snake River) in Pine City, Pine County. The County was looking for feasible options to incorporate a trail along the east side of the existing road. The study included identifying drainage and right-of-way impact, along with different costs for each concept. WSB produced three variations of the trail where it incorporates State and Regional trail standards. In early 2021, the County received trail funding from the DNR and directed WSB to complete the final design for the trail. The design follows both DNR trail design standard and MnDOT State Aid standards.

CSAH 42 M&O | Dakota County, MN

CLIENT: DAKOTA COUNTY

WSB is currently providing Dakota County with design services to evaluate improvements along the CSAH 42 corridor from 147th St W to CSAH 33 (Diamond Path). The CSAH 42 project involves pavement preservation, upgrading intersections to ADA standards, right-of-way services, and signal replacements. Midway through project development, Dakota County elected to split the projects into two; mill and overlay CSAH 42 and intersection improvements at Garrett Ave/CSAH 42 & Pilot Knob/CSAH 42. WSB's robust team allowed us to be flexible with the scope change and deliver the project on time and within budget.



Mark Watson, PE

DIRECTOR OF MATERIALS ENGINEERING



Mark has more than 18 years of industry experience in the design construction and monitoring of infrastructure projects throughout the region. He oversees materials design, testing, special inspections, and vibration and noise instrumentation and monitoring. Mark is currently providing specialized vibration monitoring and reporting services to support the construction of the Charlton Innovation Suite + LINAC. Mark's experience over the full project spectrum from design, construction and maintenance gives him a unique and valuable perspective when providing instrumentation and monitoring services.

REGISTRATION:

Professional Engineer
Minnesota #48709

EDUCATION:

Master of Science in
Pavement Mechanics,
University of Minnesota,
2008

Bachelor of Civil
Engineering, University of
Minnesota, 2006

CERTIFICATIONS:

Bituminous Street I & II

Concrete Field I & II

Grading and Base I & II

Aggregate Production

Bituminous Plant I & II

Concrete Plant

ADA Construction

Construction Site
Management

Signals and Lighting

Green Lake Access Improvements | Spicer, MN

CLIENT: MINNESOTA DEPARTMENT OF NATURAL RESOURCES

WSB provided geotechnical engineering services for the recommendations of improvements along 2 lake access points for Green Lake. Soil borings were completed near the shore line while protecting the environment from spoils from the drilling activities. WSB provided recommendations for new pavement design and stormwater facilities.

Bridge 4641 Removal and Culvert Replacement | Stearns County, MN

CLIENT: STEARNS COUNTY

WSB provided geotechnical engineering services for the recommendations of removal of an existing bridge and replacement with a 12x5 foot concrete box culvert. Borings were completed adjacent to a creek that required sandbagging protection to prevent spoil and sediment from entering the surface water. Soil borings were completed within 25 feet of the water line. WSB provided recommendations for installation of the box culvert.

Lake Zumbro Park Improvements | Olmstead County, MN

CLIENT: OLMSTEAD COUNTY

WSB provided geotechnical engineering services for the recommendations of replacement of the parking lot with a new bituminous surfaced pavement, installation of concrete sidewalks, installation of a concrete dumpster pad, new porta-potty pad enclosure, and picnic shelters. Borings were completed within 5 feet of Lake Zumbro and WSB utilized sand bags and tarps to protect the lake from any sediment or spoils from drilling activities. The site was cleaned up after completed to existing conditions. WSB provided recommendations for foundation design, utility installation, and pavement.



Ryan Earp

PUBLIC ENGAGEMENT LEAD



Ryan is a creative and collaborative strategist with nearly twenty years of experience working in the fields of stakeholder engagement and strategic communications. During this time, Ryan has worked with a variety of private and public sector clients to develop impactful strategic communications plans and execute stakeholder and community engagement initiatives. Ryan is passionate about integrating emerging tools and technologies to meet stakeholder outreach objectives for our WSB clients.

EDUCATION:

Master of Business
Administration, St. Thomas
University

Master of Public Policy,
Humphrey School of
Public Affairs, University of
Minnesota

MEMBERSHIPS:

International Association
for Public Participation

Rethinking I-94 | Minnesota

CLIENT: MINNESOTA DEPARTMENT OF TRANSPORTATION

Rethinking I-94 is a long-term effort to improve MnDOT's engagement and relationships with the communities in a 15-mile study area between St. Paul and Minneapolis. Ryan is responsible for strategy development and the execution of public involvement and engagement activities associated with the project's environmental review and scoping process. Ryan also oversees delivery of project communications and ongoing public and stakeholder engagement for the project. In 2023, Ryan led the development of a strategic communications plan for the public release of designed alternatives. This work included a series of public engagement events and activities with community members, agencies, businesses, area neighborhood groups, community-based organizations, and others. In addition, Ryan and team executed a significant engagement and communication effort to gather feedback from those who live, work, play, or commute along the corridor. Engagement activities during this time sought to create a two-way dialogue with stakeholders to ensure community members were informed and able to provide meaningful input on the alternatives. Efforts focused on delivering accessible and culturally sensitive materials and information to community members and stakeholders alike.

Douglas Drive and Hwy 55 | Golden Valley, MN

CLIENT: CITY OF GOLDEN VALLEY

Ryan oversaw the engagement team responsible for developing and implementing the engagement and communication plan for a roundabout and pedestrian underpass in Golden Valley. Engagement and communications services included a business and construction liaison - an on-the-ground project resource for local businesses, responsible for sharing information and addressing stakeholder issues or concerns to the project team. Throughout the project, Ryan has also led the development of timely and proactive communications to businesses, local residents, and roadway users through traditional and digital communications channels. Prior to construction, Ryan led a communications and awareness campaign ensuring project stakeholders were informed of construction impacts and timelines. This work included a ground-breaking event with elected and local officials, media outreach, managing a project website and digital content, construction helpline, agency coordination with the Minnesota Department of Transportation and other agency partners, media and social media monitoring, and more.



Sammantha Watson

PUBLIC ENGAGEMENT SUPPORT



Sammantha has 13 years working on political campaigns. She has assisted on campaigns across the country, working with candidates on research, messaging, and voter contact methods. She has experience on ballot initiative and issue campaigns with an environmental and criminal justice focus.

EDUCATION:

Bachelor of Arts:
Political Science and
Communications
Journalism, American
University, 2009

MEMBERSHIPS:

International Association
for Public Participation

CERTIFICATIONS:

Certification

CSAH 42 M&O | Dakota County, MN

CLIENT: DAKOTA COUNTY

WSB is currently providing Dakota County with design services to evaluate improvements along the CSAH 42 corridor from 147th St W to CSAH 33 (Diamond Path). The CSAH 42 project involves pavement preservation, upgrading intersections to ADA standards, right-of-way services, and signal replacements. Midway through project development, Dakota County elected to split the projects into two; mill and overlay CSAH 42 and intersection improvements at Garrett Ave/CSAH 42 & Pilot Knob/CSAH 42. WSB's robust team allowed us to be flexible with the scope change and deliver the project on time and within budget.

Rethinking I-94 | St. Paul and Minneapolis, MN

CLIENT: MNDOT

Sammantha is supporting strategy development, and the execution of public involvement and engagement activities associated with the Rethinking I-94 project. She supports virtual and in-person public meetings, and assists with ongoing public and stakeholder communications and engagement. Rethinking I-94 is a long-term effort to improve MnDOT's engagement and relationships with the communities in a 15-mile study area between St. Paul and Minneapolis. With a focus on easier, safer travel in the corridor, Rethinking I-94 intends to reconnect neighborhoods, revitalize communities, and ensure residents have a meaningful voice in transportation decisions that affect their lives.

TH 169 Hibbing Corridor Study | Hibbing, MN

CLIENT: MNDOT

MnDOT is studying the Hwy 169 corridor through Hibbing from Hwy 37th to 13th Street East. The project seeks feedback from key stakeholders to inform MnDOT about what is needed in terms of access and safety along the corridor. Sammantha is responsible for client delivery of in-person meetings with key stakeholders and the public. She assists in developing engagement activities and soliciting feedback.



Steve Gazdik, MGIS

SR. GIS SPECIALIST



Steve is proficient with all products under the ESRI ArcGIS Platform including Spatial Analyst, 3D Analyst, and Geostatistical Analyst extensions and has over 14 years of experience in the Geographic Information System (GIS) field. He has vast experience working with local, municipal, state, and government agencies which includes adhering to each of their data and metadata standards, data accuracy, practices, and innovating new solutions. Steve has experience with GIS enterprise geodatabase design, creation, and manipulation along with developing and converting data from various sources. He has expertise updating and standardizing GIS databases used for publishing maps and figures as well as feature/map services to be used within Web AppBuilder for ArcGIS, ArcGIS Experience Builder, ArcGIS Online, and ArcGIS API for JavaScript. He has extensive background of digitizing spatial data from aerial imagery and georeferencing historical maps and as-builts. Steve has also created 20+ ArcGIS Hub sites that allow effective communication, direct public engagement, and data transfers between agencies.

EDUCATION:

Master of Geographic
Information Systems,
University of Minnesota,
2013

Bachelor of Arts
in Geography and
Environmental Studies,
University of Minnesota -
Duluth, 2008

Otter Lake Road Extension | Lino Lakes, MN

CLIENT: CITY OF LINO LAKES

Steve led the GIS for Otter Lake Road Extension project. Part of this project was to create a public engagement site (ArcGIS Hub) for the public to engage with and see all project related documents, questions/answers, and interact with GIS based applications. The project site includes the project purpose and need, schedule, benefits, and contacts of the project. Steve also built a feedback application which empowers the public to add their comments to an interactive map which contains the proposed layout of the roadway. In addition, a swipe map that displayed present day on the left side and the future layout on the right side. A user can use the slider bar to show what the impacts are and to better understanding of the overall outcome. Steve also created print maps to showcase the status of the project, utilities around the area, and others for the final report.

East Metro Interchange Data Hub | Washington County, MN

CLIENT: MNDOT

Steve was the project lead on the creation of an ArcGIS Hub site for the East Metro Interchange project. WSB hosted multiple open houses throughout the project but had to think creatively once the pandemic prevented all in-person events. The ArcGIS Hub site allowed for the proper communication of the project to all stakeholders and gave each visitor of the site the ability to interact with the data and submit comments through an interactive map and a survey. Steve configured the Hub site to allow for the transferring/downloading of data directly by MnDOT staff members using secured login credentials; all while the general public could only see the data. Utilizing ArcGIS Hub allowed for the general public to gain knowledge of the project and provided a repository for all project data to be easily shared between WSB and MnDOT.

Rethink I-94 | Minneapolis/St. Paul, MN

CLIENT: MNDOT

Steve is the GIS lead for the project and has assisted with all things GIS for this project. From creating GIS Maps/Figures for various reports including Purpose and Need, Environmental documents, Alternatives, and Section 4(f) and 6(f). Steve has disseminated and presented GIS data to all stakeholders so that everyone is utilizing the same up-to-date data and that the project team has all the information to make informed decisions. Steve has created upwards of 80 maps/figures for this project and constructed an interactive GIS web mapping application showcasing all project data which all stakeholders have access to via secure logins using ArcGIS online.



Monica Heil, PE

CITY LIAISON



Monica has been serving Minnesota agencies and communities for over 20 years. Monica's design and project management experience has resulted in her ability to work effectively with neighborhood groups, elected and appointed officials, agency staff, and various permitting agencies. Beyond consideration for the technical aspects of any engineered design, Monica is keenly aware of the long-term operations and maintenance needs associated with a project and can work with multiple agencies to identify potential long-term issues and solutions. Her experience managing projects through construction allows her to see how final design decisions impact an agency's system, and how she must proactively develop communication strategies to keep project stakeholders informed.

REGISTRATION:

Professional Engineer
MN #47497

EDUCATION:

Bachelor of Civil
Engineering, University
of Minnesota-Twin Cities,
2003

MEMBERSHIPS +

RECOGNITIONS:

APWA-MN Executive
Committee, Consultant
Director, 2018-2019

APWA-MN Education and
Training Committee Chair,
2016-2020

APWA-MN Officer
2021-Present

Member-City Engineers
Association of Minnesota
(CEAM)

Fish Point Road Reconstruction Project | Prior Lake, MN

CLIENT: CITY OF PRIOR LAKE

PROJECT DURATION: SEPT 2019 - NOV 2024

Monica served as the Project Manager for what became a three-phased street and utility reconstruction project along one of the City's busiest collector roadways. State Aid funding, coordination with MnDOT and Scott County at Trunk Highway and CSAH project limits, significant retaining wall replacement and extensive communication efforts made delivery of this project complex.

2019 Street Reconstruction Project | Lakeville and Burnsville, MN

CLIENT: CITIES OF LAKEVILLE AND BURNSVILLE

PROJECT DURATION: JUL 2018 - NOV 2019

Monica served the Project Manager for the 2019 Street Reconstruction Project, which includes the reconstruction and/or rehabilitation of 9.5 miles of Lakeville's street and 3.2 miles of Burnsville's streets. The work within the City of Lakeville and the City of Burnsville was combined into a single project, as the only means of ingress/egress to the Burnsville's streets is via Lakeville's roadways. In addition to street reconstruction, the project also included water quality improvements and stormwater basin maintenance within critical sub-watersheds of the project.

2011-2024 Street Reconstruction Projects | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

PROJECT DURATION: OCT 2010 - CURRENT

Monica served as the Project Engineer and Project Manager for the City of Lakeville's 2011 - 2024 Street Reconstruction Projects. Annually, the projects included the reconstruction of 6-13.5 miles of local residential and collector roadways and sidewalks as well as watermain replacement, sanitary sewer lining and/or replacement, and storm sewer enhancements.



Alison Harwood

ENVIRONMENTAL LEAD



Alison has over 16 years of experience in the natural resources field performing wetland delineations and field studies as well as helping clients navigate environmental review and permitting processes. She has extensive knowledge of wetland and water resource regulation and has led many projects through the wetland delineation and permitting processes. She's led delineations ranging from single parcels to multiple miles of corridor and understands the coordination needed to allow these projects to succeed

REGISTRATION:
Certified Wetland
Delineator #1238

EDUCATION:
Master of Science in
Biology, Minnesota State
University - Mankato, 2009

Bachelor of Science in
Biology, South Dakota State
University, 2005

MEMBERSHIPS +

RECOGNITIONS:
Wetland Professionals
Association

WTS Minnesota

Women of Renewable
Industries and Sustainable
Energy

Lake Marion Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The City of Burnsville, in partnership with Dakota County, retained WSB to assist with the Lake Marion Regional Trail alignment through the City of Burnsville. Alison led the environmental effort for the Lake Marion Trail project. As part of this, she worked with the design team to site the trail around sensitive environmental resources such as a large, groundwater fed wetland as well as threatened and endangered species was an important aspect of the project. WSB staff worked with the City, County, and MnDNR to identify these sensitive environmental resources as well as design a trail alignment to avoid these areas. Permit approvals were received from the US Army Corps of Engineers, City of Burnsville (for Wetland Conservation Act), Pollution Control Agency (NPDES and Section 401 Certification), and MN DNR.

Trunk Highway 169 and County Road 59 Interchange | Scott County, St. Lawrence Township, MN

CLIENT: SCOTT COUNTY

She also managed the wetland delineation and permitting process. Permitting for the project was extensive and required an Individual Permit from the US Army Corps of Engineers and Individual Section 401 Certification from the MN Pollution Control Agency as well as from the Department of Natural Resources and state Wetland Conservation Act. Alison documented the purpose and need, including the primary safety concerns of the corridor and provided an analysis of alternatives that were considered for the project. This project required extensive coordination with the agencies to maintain the schedule, allowing construction to begin in spring 2024.

Old Public Works Facility Delineation | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

Alison managed the wetland delineation for this project, which included delineation completed in both 2023 and 2024. Alison's team delineated wetlands in the project area and coordinated with the applicable regulatory agencies to receive approvals. Alison's role included managing the delineation needs, coordinating field staff, and providing quality control of deliverables.



Jake Newhall, PE, PMP



DRAINAGE LEAD

Jake has more than 18 years of engineering experience and has managed and designed many types of water resources projects, including modeling, planning, design, maintenance programs, and construction. He has worked with numerous watershed municipalities, counties and state agencies. Jake's well-rounded water resources skills and experience allow him to collaborate and be innovative while solving challenging water quality and water quantity problems.

REGISTRATION:

PE MN #49170
NC #057682
CO #0064526
WI #100948-6
GA #052008

EDUCATION:

Bachelor of Civil
Engineering, University of
Minnesota, 2006

MEMBERSHIPS +

CERTIFICATIONS:

Certified PMP #1989038

Seidls Lake Improvement Project | South St. Paul, MN

CLIENT: CITY OF SOUTH ST. PAUL

Jake was the project manager responsible for leading the design, permitting, and construction of a stormwater lift station to provide an outlet to Seidls Lake. Seidls Lake is a landlocked DNR public water located in a fully developed portion of South St. Paul and Inver Grove Heights. Once the lake levels were under control, trail construction, shoreline stabilization, and habitat restoration was completed. Significant coordination with the Lower Mississippi River WMO, DNR, and the City of Inver Grove Heights was essential to the success of this project. Funding was obtained through multiple sources for the lift station, trail construction, and habitat improvements.

Riverchase Regional Stormwater Improvements | Faribault, MN

CLIENT: CITY OF FARIBAULT

PROJECT DURATION: JUL 2022 - MAY 2024

Jake was the project manager responsible for taking this project through multiple phases including flood study, feasibility, design, and construction. The goals of this project were to construct regional stormwater management BMPs to handle increased runoff rates and result in reduced flood risk in an area susceptible to flooding as well as to provide rate control and water quality prior to discharge to the Straight River. A portion of the improvements were located in a FEMA AE Floodplain so the necessary modeling and analysis was completed. In addition, significant agency coordination and permitting was required for this project including, MnDOT, MnDNR, WCA, Union Pacific Railroad, Xcel Energy, and adjacent developers.

Big Rivers Regional Trail – Black Dog Segment | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

Jake was the drainage lead responsible for evaluating drainage and stormwater management needs for approximately 3.8 miles of a 10-foot wide bituminous trail. The project is in the Minnesota Valley National Wildlife Refuge, located adjacent to the Minnesota River. It is in the flood plain and has extensive wetlands. The main objective of the project is to provide a multi-use trail through an environmentally sensitive area with the least amount of disruption to the surrounding area. Coordination was required to ensure project met water quality goals, rate control requirements, and floodplain rules.



Kyle Klasen, PLS

SURVEY MANAGER



Kyle is a Registered Land Surveyor with more than 30 years of experience. He spent 15 years working for the Minnesota Department of Transportation in District 3B and 18 years at WSB. As the Survey Group Manager, Kyle assures quality control from the initial base mapping through construction staking. His experience in the field, in the office, and managing survey crews adds great value to survey processes and quality control on projects. Kyle's past and present experience working on infrastructure projects is a critical component of delivering high quality surveys. He manages a department with over 70 survey staff that perform design surveys through construction staking on State, county, and municipal highway projects, assuring all project deadlines and requirements are met. He has extensive experience establishing highway and railroad alignments and Right of Ways, along with generating parcel mapping on multi-jurisdictional projects.

REGISTRATION:

Professional Land Surveyor

MN #44606

IA #20601

ND LS-7446

EDUCATION:

Bachelor of Science, St.
Cloud State University,
1994

Lake Marion Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The Lake Marion Greenway trail segment of the regional Lake Marion Greenway, closes a gap in the regional bicycle/pedestrian network. The project will improve safety conditions for pedestrians and bicyclists by providing a multi-use trail connecting existing bicycle/pedestrian trails at Sunset Pond Park to existing bicycle/pedestrian lanes on Burnsville Parkway/Hanrehan Lake Boulevard, which connect to Murphy-Hanrehan Park Reserve. WSB completed the feasibility study, the preliminary and final design, permitting, utility coordination, and ROW acquisition. Matt served as the design lead for this project.

Sunset Pond Trail | Dakota County, MN

CLIENT: CITY OF BURNSVILLE/DAKOTA COUNTY

WSB was selected by the City of Burnsville in collaboration with Dakota County to develop 30% plans with estimate, perform public engagement, and prepare a federal funding application for the project. WSB was tasked with determining the best route to fill in a gap on the Lake Marion Greenway Trail System between Rose Bluff Trail ending at Williams Drive and the Lake Marion Trail at Sunset Pond. This trail segment is approximately 1.7 miles in length and by filling in this gap 4.7 miles of continuous greenway trail will be constructed for pedestrians and bicyclists.

Cliff Road Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The purpose of the project is to provide an east-west trail connection on the north side of Cliff Road for non-motorized users that improves safety conditions for pedestrians and bicyclists providing a dedicated trail facility, and improving non-motorized access to existing transit service and nearby destinations. WSB developed the preliminary and final design for the City of Burnsville, and will facilitate permitting, utility coordination, and ROW acquisition.



Craig Alberg, PE, DBIA

CONSTRUCTION SERVICES



Craig has more than 20 years of Contract Administration, Project Management, and Quality Management experience and has managed nearly 100 construction administration contracts including road improvements, bridges and structures of all types. Craig is a registered Professional Engineer with a valid status as a Minnesota Bridge Inspection Team Lead. Craig also maintains certifications for PADI Underwater Bridge Inspector and NHI Bridge Safety Inspector. He serves as the Metro Director for WSB's Construction and Design-Build Services where he oversees more than 40 staff and the contract administration efforts for more than \$50M in construction projects annually. Craig's wide range of expertise and knowledge for construction practices is continually utilized and relied on to administer projects of varying complexity and scope with all funding types for local, state and government agencies.

REGISTRATION:

Professional Engineer

MN #47538

TX #124264

EDUCATION:

B.S. Civil Engineering,
Minor in Construction
Management, University of
Minnesota, 2005

CERTIFICATIONS:

Aggregate Production

Bituminous Street I & II

Bridge Construction
Inspection I & II

Concrete Field I & II

Erosion/Sediment Control

Site Manager

Grading and Base I & II

Signal and Lighting I & II

OSHA 10-Hour Safety &
Health

ASBI Grouting Certification

Confined Space Training

Cliff Road Trail Project | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

Craig served as the Project Manager on this vital section of trail that will link pedestrian users between two existing trails segments. The project included constructing big block retaining walls, ADA improvements, signal modifications, drainage, and fencing. Paul was responsible for all aspects of the contract on this federally funded project including schedule review, contract administration, change management, overseeing testing requirements were completed, and was the main communication point of contact between multiple agencies involved in the project.

Lake Marion Trail | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

Craig served as the Project Manager on this federally funded section of trail that he worked closely with multiple agencies including MNDOT, DNR, Dakota County and City of Burnsville. The project consisted of a 2.58 mile section of trail along with a 1100 foot boardwalk with helical piles. It also included updated ADA improvements, two crosswalk signal installations, and improvements to existing City sidewalks. Craig was responsible for all aspects of the contract on this federally funded project including contract administration, change management, overseeing testing requirements were completed, and final close out of all required documentation.

Split Rock Lighthouse State Park Campground and CR 221 Construction | Two Harbors, MN

CLIENT: MNDNR

Craig served as the Project Engineer and Project Manager for the Split Rock Lighthouse State Park Trail Improvements project. Craig oversaw inspection staff and performed Contract Administration duration this project. Additionally, Craig provided weekly progress reports, weekly meetings with the MnDNR and Contractor, tracking of material utilization for partial and final payment, and ensured contractors work was in compliance with governing specifications. This project consisted of the construction of approximately 3,700 feet of access roads and trails within Split Rock Lighthouse State Park. Environmental compliance and ADA accessibility were major aspects of this project.



Ben Barker, SR/WA, R/W-NAC, R/W-RAC



RIGHT OF WAY

Ben has over 20 years of real estate experience and has been in acquisitions and relocations for over 15 years. He is experienced in land rights for government entities, renewable energy companies, and utility companies. He manages multiple complex projects and initiatives to meet business and clients' needs. Ben is a successful project manager with experience on a variety of project types and sizes. He is an effective negotiator and works closely with the clients, design staff, and landowners to address parcel specific concerns and reach settlements fair to all parties. He is a member of the International Right of Way Association and served on the Executive Board for Chapter 20 from July 2016 to June 2021.

REGISTRATION:

Real Estate Salesperson

MN #40182265

Notary Public: MN and WI

EDUCATION:

FHWA-NHI Uniform Act
Course #141045

SR/WA, R/W-NAC and R/W-
RAC Certifications with
extensive real estate and
right of way courses

MEMBERSHIPS +

RECOGNITIONS:

IRWA Member (2010)

IRWA, Chapter 20 Executive
Board (2016-2020)

IRWA Chapter 20 President
(2019 - 2020)

IRWA SR/WA (2015 -
current)

IRWA R/W-NAC (2015 -
current)

IRWA R/W-RAC (2015 -
current)

126th Street West Trail Project | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The project team conducted negotiations for permanent and temporary easement acquisitions to accommodate the construction of a trail along 126th Street West. Parcels affected included two commercial parcels. The project involved turnkey acquisition services starting with title report reviews, appraisal coordination, document preparation, and negotiations.

Cliff Road Trail Project | Burnsville, MN

CLIENT: CITY OF BURNSVILLE

The project team conducted negotiations for permanent and temporary easement acquisitions to accommodate the construction of a trail along Cliff Road. Parcels affected included two apartment complexes, a townhome association, four commercial parcels, and nine single-family residential parcels. The project involved turnkey acquisition services starting with title report reviews, appraisal coordination, document preparation, negotiations, audit preparation and field coordination.

175th Street West Reconstruction Project | Lakeville, MN

CLIENT: CITY OF LAKEVILLE

The 175th Street West Reconstruction Project involved a 20ft wide urban roadway (curb and gutter), slope stabilization and guardrail. This project included parcel exhibits, coordination with appraisers, field title investigation, site inspections as well as negotiations of right of entry permits and permanent easements on four residential parcels.

Forge ahead.



WSBENG.COM



Date: 1/21/2025

**Supplemental Agreement with Alliant for Professional Services
for Dodd Boulevard Modernization from 208th Street to 202nd Street**

Proposed Action

Staff recommends adoption of the following motion: Move to approve Alliant supplemental agreement for professional services for preliminary engineering of Dodd Boulevard Modernization from 208th Street to 202nd Street, City Project 26-04.

Overview

The City and Dakota County are partnering to complete preliminary engineering of the Dodd Boulevard Modernization from 208th Street to 202nd Street. City Project 26-04 is programmed in the adopted City and County five-year Capital Improvement Plans to improve intersection operations, make safety improvements, and provide for increasing traffic levels. Proposed improvements include:

- reconstructing and widening Dodd Boulevard as a two-lane urban roadway, including trails along both sides
- access modifications/management consistent with County guidelines and standards
- public utility (sanitary sewer, water, and stormwater) infrastructure improvements
- possible modifications to 202nd Street and Dodd Boulevard intersection based on a safety and traffic analysis
- grade-separated crossing of Dodd Boulevard for Lake Marion Greenway

Alliant's supplemental agreement includes the scope of services and estimated cost to complete preliminary engineering for City Project 26-04, and is subject to the Master Services Agreement dated September 20, 2021.

The City and County will share project responsibilities consistent with adopted County 2040 Transportation Plan Cost Share policies and as established in a future Joint Powers Agreement. The City is the lead agency for engineering design of the project; therefore, the total preliminary engineering cost is reflected in this memo. The City's estimated net cost is \$45,000.

Supporting Information

1. 2024.12.20 Alliant Supplemental Agreement

Financial Impact: \$300,000 **Budgeted:** Yes **Source:** Multiple Sources
Envision Lakeville Community Values: Design that Connects the Community
Report Completed by: Jon Nelson, Assistant City Engineer



ALLIANT

PROPOSAL

Dodd Boulevard (CSAH 9) Modernization Preliminary Engineering

208TH STREET TO CSAH 50 (KENWOOD TRAIL/202ND STREET)

City Project No. 26-04, Dakota County Project 09-65

December 20, 2024



IN PARTNERSHIP WITH

Dakota
COUNTY

December 20, 2024

Jon Nelson, PE, *Assistant City Engineer*
City of Lakeville
20195 Holyoke Ave, Lakeville, MN 55044
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RE: Proposal for Dodd Boulevard (CSAH 9) Modernization 208th Street To CSAH 50 (Kenwood Trail/202nd Street) Preliminary Engineering

Dear Mr. Nelson and Members of the Evaluation Committee:

Dodd Boulevard (CSAH 9) between 208th Street and CSAH 50 is ready for modernization but has several interesting complexities. Multi-lane intersections, at-grade railroad crossings, and a midblock crossing of a popular regional trail will require careful analysis, an eye for detail, and engineering creativity to develop a preliminary design that meets the community vision for the corridor. Design solutions must be developed in partnership between the City of Lakeville and Dakota County and conveyed to the public in a way that is honest, transparent, and easily understood.

Alliant Engineering, Inc. (Alliant) and our teaming partners **Braun Intertec** and **Martinez Geospatial** are ready to use our established relationships with the City and County and build off our recent project experience to deliver a preliminary engineering design that achieves your goals and sets the stage for seamless final design and construction. The Alliant Team provides you with the following distinct advantages:



Proven Success on 185th Street (CSAH 60) Project. We are nearing completion of design and ready to solicit bids on the 185th Street (CSAH 60) project, culminating a three-year design process that identified issues, developed design alternatives, built consensus on a preferred alternative, and effectively communicated with the public. All the key team members, including project manager **Eric Nelson**, are ready and committed to continue our service on this project. The experience and lessons learned on that project will make our us an even better team moving forward.



Specialized Expertise for Major Project Issues. We will give the City and its partners the best that Alliant has to offer on this project. **Nick Grage** has experience with similar complex traffic studies and led the evaluation of potential improvements to the multi-lane roundabout at 185th Street and Kenwood Trail. **Hannah Johnson** is an expert in public engagement with a trained eye for modern and effective techniques. And our project manager **Eric Nelson** has experience with both the design and public engagement for several grade-separated trail crossings and understands the design complexities involved.



Strong Understanding of the Current Issues and Future Vision for the Corridor. We have done our homework and thoroughly understand the issues the City intends to solve and the complexities involved. We also understand the long-range vision and larger context of planned improvements inside and outside of the project limits. Our design team recognizes the tremendous opportunity to shape the corridor to meet the needs of all users for years to come and to respond to the demand for improved mobility and trail connections in the area.

We truly value our partnerships with the City of Lakeville and Dakota County and would be honored to work with you on another project that will be a true amenity for the community. Our team is ready and excited to make the vision for a re-imagined Dodd Boulevard a reality. If you have any questions or need further information, please feel free to contact me.

Sincerely, **Alliant Engineering, Inc.**



Eric Nelson, PE, *Project Manager*
✉ enelson@alliant-inc.com ☎ 612.767.9380

Project Understanding

Dodd Boulevard (CSAH 9) is a critical arterial route in the City of Lakeville and Dakota County, connecting residential neighborhoods, commercial districts, schools, parks, and regional trail systems. The segment between CSAH 50 and 208th Street is currently a rural section without any storm water collection systems or treatment measures in place. The Lake Marion Greenway crosses the corridor at an at-grade crossing adjacent to Marion Fields Park. Traffic levels are projected to rise based on expected growth in the area, necessitating evaluation of capacity enhancements, intersection upgrades, and enhanced pedestrian and bicyclist infrastructure.

The goal of this project is to modernize the corridor into a safe, accessible, and efficient urban roadway that meets both current and future transportation needs while maintaining compatibility with adjacent planned projects, including the Lake Marion Greenway Trail and other scheduled improvements in the City's Capital Improvement Plan. This modernization will address safety concerns by improving traffic operations, sightlines, and access management, including the design of dedicated turn lanes and controlled intersections to reduce crashes. Continuous trails on both sides of the corridor will be integrated to promote safe pedestrian and bicyclist activity. Grade separation of the Lake Marion Greenway crossing will not only improve trail user safety, but also improve roadway operations.

Exhibit 1 on the following page highlights some of the key issues and opportunities we see on this project based on our review of the RFP and visits to the site to see challenges firsthand. In the following Project Approach section, we will highlight how we will address these challenges to deliver a vision and roadmap for the modernization of Dodd Boulevard that will transform the corridor into a modern multi-modal urban arterial roadway, enhancing connectivity and accessibility while preparing Lakeville and Dakota County for sustained growth.

Project Approach

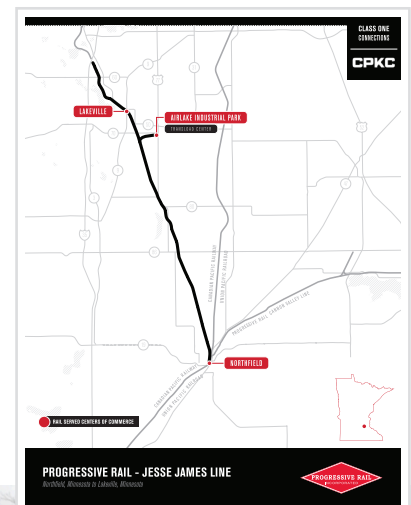
Alliant's approach to the modernization is rooted in a deep understanding of the corridor's context and its critical role within Lakeville's transportation network. Our experience delivering similar projects and our strong working relationship with you equips our team to effectively guide a preliminary design process that ensures we meet your goals and position the project well for final design and eventual construction.

TASK 1: PROJECT MANAGEMENT

Building off the success and lessons learned through the 185th Street (CSAH 60) project, **Eric Nelson** will again serve as Project Manager for the Alliant Team with an emphasis on collaboration, proactive decision-making, and schedule adherence. With a strong background in roadway design, water resources design, shared use trail development, and management of complex projects with multiple stakeholders from preliminary design through construction, Eric will bring high quality leadership and project management for the Dodd Boulevard project. Through his time as a project manager at Three Rivers Park District, Eric led several projects with grade-separated trail crossings and understands the design complexities, as well as the special consideration needed for impacts to Marion Fields Park. He has also coordinated railroad crossing upgrades and will use this experience for the railroad crossing south of CSAH 50. Eric will serve as the single point of contact for the Alliant Team and guide the Project Management Team (PMT) with a constant sense of urgency to keep the design and decision-making process moving forward.



▲ A shared use trail runs along the west side of Dodd Boulevard with a rural roadway section. This project will add a trail to the east side and upgrade the roadway to an urban section.



▲ The Jesse James Line (a Class One Connection to CPKC) is operated by Progressive Rail Incorporated and crosses Dodd Boulevard within the project limits. **Eric Nelson** will coordinate with both CPKC and Progressive Rail representatives on crossing upgrades, safety enhancements, and construction considerations throughout the preliminary design process.

Exhibit 1. Issues and Opportunities Map



As a principal at Alliant, Eric will ensure that the appropriate resources are available to meet the needs of the City and ensure that all work produced by the project team complies with the Quality Management Plan (QMP) developed specifically for this project. At Alliant, quality management is ingrained into our culture. We pride ourselves in knowing that no deliverable goes out our door without being thoroughly checked using qualified professionals following a robust process. We will facilitate weekly progress meetings and continue to prepare a list of discussion points prior to each one to ensure a productive and efficient discussion.

TASK 2: PUBLIC AND AGENCY INVOLVEMENT

While this project shares many similarities to the 185th Street project, we understand that public involvement strategies and messaging are unique for every corridor. On Dodd Boulevard, impacts to park land, loss of vegetative screening, noise concerns, and construction impacts are just a few of the issues we would expect will cause residents to express concerns or ask questions. If the previously studied concept featuring a significant grade raise of Dodd Boulevard advances, the residents on the east side of Dodd Boulevard will experience **major changes** in how they see, hear, and experience the roadway corridor at their homes. We expect tree loss and perceived increase in noise to be common themes heard throughout the process.

At the onset of the project, our team will develop a tailored Public Involvement Plan (PIP) in partnership with the City of Lakeville and Dakota County. The plan will clearly define the goals and messaging strategies and carefully consider the project corridor for targeted audiences for specific outreach. The plan will include public open houses, a dedicated project website, and targeted small-group meetings with affected property owners. Through tools like interactive comment maps and 3D visualizations, we will clearly communicate proposed designs and their impacts, ensuring transparent and constructive dialogue.

Our team knows that our public engagement effort must be honest and forthright about this change, while also highlighting the safety benefits and the greatly expanded opportunities for walking and biking that the added trail and improved Lake Marion Greenway crossing will provide.

Hannah Johnson and the Alliant Team will integrate online and in-person features as we did on the 185th Street project. One of most appealing and useful online features – especially early on – is the interactive comment map. We recommend the continued use of the Social Pinpoint platform for this purpose and as the project website due to its easy to use, mobile-friendly and versatile interface. In addition to traditional postcard mailings, enticing people to attend events or engage online is equally important to the content itself. We will develop social media ads and work with the City to post, share, and boost them.

Alliant will partner with **Martinez Geospatial** to provide the 3D visualizations for the project. We developed a similar product for the 185th Street corridor that was highly effective in conveying what the improved corridor would look like and highlighting areas where significant changes were planned. Using drone-collected survey grade data for existing conditions, the visualizations will be especially important for the Lake Marion Greenway grade separation where significant profile changes, retaining walls, and other sightline considerations are especially important. The visualizations will be developed to specifically demonstrate the proposed roadway impacts from the adjacent resident's perspective.



▲ *The Alliant Team discussing the 185th Street project with residents. Eric and Hannah will partner on a public engagement process that builds off previous successes and provides opportunities for meaningful engagement in multiple formats.*



▲ *Alliant and Martinez Geospatial partnered to develop 3D Visualizations for the 185th Street that provided residents with a clear understanding of the roadway realignment at Jasmine Way and its impacts and benefits.*



Value Added Service - Trailblazers

Supporting and promoting the engineering and land surveying fields is a key component of Alliant's community involvement. Alliant's "Trailblazers" program brings STEM-based curriculum to students, meeting them where they are. Aiming to ignite interest in our field, Alliant employees have crafted a diverse

range of lesson plans on the different services we provide, delivering engaging and thought-provoking lessons that foster problem-solving skills and spark curiosity.

We have worked with other city partners to bring a Trailblazers program to a school near a proposed project. This allows students to participate in the design process, then observe the project being constructed in real time. **With the proximity of Lake Marion Elementary School and Lakeville North High School, we see a great opportunity to explore a Trailblazers program to complement and augment our public engagement approach.** Students would be able to follow the project on Dodd Boulevard from design to construction, while learning more about careers in civil engineering, surveying, and construction while playing a meaningful role in the public engagement process.

[Click here](#) to learn more about Trailblazers and how it promotes our company mission. If the City and County are interested in this program, we would provide this service at no extra cost to the City.

TASK 3: RIGHT-OF-WAY

We know that developing a comprehensive and thorough map of the existing properties along the corridor is a key first step in the design process. From there, the preliminary design must quantify the right-of-way needs to support City acquisition and provide accurate estimates of acquisition costs. Using City-provided property information and Dakota County's existing right-of-way CAD file, we will create detailed maps showing temporary and permanent easement requirements. These maps will include color-coded delineations to help visualize impacts for property owners. Preliminary cost estimates for acquisitions will be developed based on professional judgment and recent experience with acquisition on 185th Street. Alliant will ensure that ROW needs are clearly integrated into the design process, facilitating a seamless transition to acquisition and construction.

TASK 4: TOPOGRAPHIC SURVEYING

Dan Ekrem and his team will gather comprehensive field survey data to support the preliminary engineering design. Alliant will use precise methods to collect detailed topographic information, including cross-sections, utilities, and other physical features along the corridor. Surveys will conform to the Dakota County Coordinate System (NAD 83) and NAVD 88 vertical datum. The data will ensure accurate design inputs for roadway geometry, stormwater management, and utility coordination. Multiple mobilizations will be scheduled as necessary to accommodate collecting all data needed to effectively identify and confirm construction limits and impacts to existing features.

TASK 5: ENVIRONMENTAL

Environmental compliance will be a priority for Alliant, beginning with a wetland delineation and a Phase I Environmental Site Assessment (ESA). **Keara Fehr** from Alliant will lead the wetland delineation effort from initial field work to full approval and Notice of Decision on the delineation report. Realistic timeframes for starting the field work and incorporating mapped boundaries into the project layout are built into our project schedule.



"Alliant brought an incredibly authentic experience to my students. In my entire career as a teacher, nothing resonates with students more than authenticity, especially in a career-related subject. Alliant was able to engage with students and bring something different to the classroom and for that, I am grateful and hope to continue to work with Alliant to provide future students the same opportunity."

– EDUCATOR MARTIN LOHMAN,
WASHBURN HIGH SCHOOL



▲ *Tree location and species will be documented as part of the topographic survey, as it is important information to have for public engagement, design, and future right-of-way discussions.*

Valerie Wood from **Braun Intertec** will review available databases and literature to identify potential contamination sources as part of the Phase I ESA for the project. If contamination risks are identified, recommendations for additional testing (e.g., Phase II ESA) will be provided. Coordination with geotechnical tasks will ensure efficient integration of environmental data into the design process, minimizing risks of delays or unforeseen costs during construction.

TASK 6: GEOTECHNICAL EVALUATION

Kevin Zalec from **Braun Intertec** will perform a comprehensive geotechnical evaluation to inform roadway and stormwater designs. Soil borings will be conducted at strategic locations to determine subgrade conditions, R-values, and pavement recommendations. Our team will also analyze soil conditions for potential stormwater BMP locations. We understand the geotechnical aspects of the grade separation and Braun's report will include foundational recommendations for the underpass structure and any associated retaining walls. A detailed geotechnical report will summarize findings and provide design recommendations, ensuring the structural integrity of the roadway and supporting infrastructure.

TASK 7: UTILITY IDENTIFICATION AND COORDINATION

Utility impacts are inevitable in a project of this scope, and **Katie Becker** will take a proactive approach to utility identification and coordination as part of the preliminary design process. Our team will integrate utility data into the project base map early in the design process.

We were able to successfully collaborate with Dakota Electric on 185th Street and ultimately get their overhead facilities planned for underground burial. We will undergo a similar effort on this project given the overhead power lines on the east side of Dodd Boulevard (owned by Xcel Energy in this instance). Correspondence with other utility companies will be documented, and potential relocations or modifications will be flagged. Alliant will host a utility coordination meeting to streamline communication and ensure all affected parties are prepared for construction.

TASK 8: TRAFFIC FORECASTING AND ANALYSIS

The traffic analysis will be a key first step in the design process, helping determine the roadway typical section, intersection and turn lane configurations, and any access modifications. Alliant will conduct data collection, including turning movement counts, speed studies, and crash analyses. Leveraging the City of Lakeville 2040 Transportation Plan Update, the Dakota County 2040 Transportation Plan, and future growth identified in the Dakota County Travel Demand Model, we will project traffic volumes for build year 2027 and design year 2045. This data will guide recommendations for lane configurations, turn lanes, and intersection treatments. Traffic analysis results will be documented in a series of **Traffic Recommendations Technical Memoranda** that will provide clear guidance and sound rationale for design decisions.

Existing Conditions & Safety Analysis

Our traffic engineering team led by **Nick Grage** will perform on-site traffic observations and 24-hour turning movement counts (TMCs) including heavy trucks, pedestrians, and bicycles for up to 8 locations (6 intersections, 1 driveway, 1 trail crossing) within the study area during the school year. As intersection control will be evaluated for the intersection of Dodd Boulevard and Kenwood Trail (CSAH 50), 48-hour TMCs will be collected.



▲ Potential wetland areas along the north side of Marion Fields Park will be delineated to facilitate evaluation of grade separation impacts.



▲ Overhead power lines on the east side of Dodd Boulevard will be a key consideration as alternatives are evaluated.

Alliant has several options for collecting 48-hour speed data and performing an informal speed study, including radar units that generate speed histograms (most accurate), count cameras that can be set to speed collection mode, road tubes, and a calibrated, hand-held radar gun to spot check speeds at critical locations including bicycle/pedestrian crossings (i.e., document speed difference when a bicycle/pedestrian is present). Although the RFP states 3 locations, Alliant believes 5 locations (each segment between intersections) will be beneficial to the project and will help provide transparency during public engagement. Alliant will work with City staff to determine the most cost-effective way to deploy these devices. We will coordinate the use of Dakota County's Streetlight user license to verify collected TMC and speed data, also documenting origin-destination traffic volume patterns along the corridor to understand how future travel patterns may change with proposed improvements to the overall roadway network.

Our safety analysis will provide comprehensive documentation of corridor characteristics, identifying any deficiencies, hazards, or challenges requiring consideration during the alternatives analysis. Alliant will leverage MnCMAT2 to obtain recent crash data for the study area. We will conduct intersection and segment safety analysis to identify existing safety deficiencies, hot spot locations, and contributing factors. Alliant takes pride in our thorough approach to the safety analysis process, reviewing individual crash narratives and reassigning crashes as appropriate. For a multimodal corridor such as Dodd Boulevard, this process is vital to ensure vehicle-to-vehicle crashes resulting from bicycle/pedestrian interactions are identified and contributing factors are incorporated into the roadway typical section and trail crossing recommendations.

Corridor analysis findings and recommendations based on the existing conditions and safety analyses will be documented in an **Existing Traffic Operation and Safety Technical Memorandum** and include potential countermeasures and mitigations for each location.

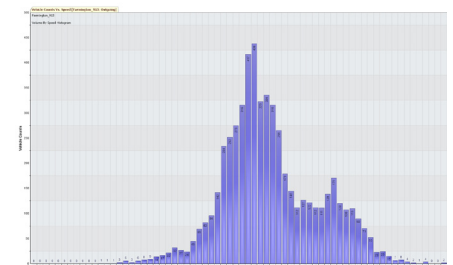
Forecasting & Operational Analysis

The City of Lakeville 2040 Transportation Plan Update, the Dakota County 2040 Transportation Plan, and future growth identified in the Dakota County Travel Demand Model (2019), which includes enhanced transportation network and socioeconomic detail within the boundaries of the County, will be leveraged to develop traffic forecasts for build year 2027 and design year 2045. A review of historical growth trends along Dodd Boulevard and surrounding roadways will also be conducted to verify the reasonableness of the daily traffic forecast scenarios identified in the latest Dakota County Model. Alliant will verify with participating agencies that these volumes consider regional growth and any anticipated infrastructure system changes, including roadway extensions included in the City of Lakeville Comprehensive Plan, and any other changes that may not be document in a recent City or County Comprehensive Plan. Once any required refinements have been made to the traffic forecasts, this information will be summarized in a **Traffic Modeling and Forecasting Technical Memorandum** and shared with the PMT for consensus before advancing any further traffic analysis.

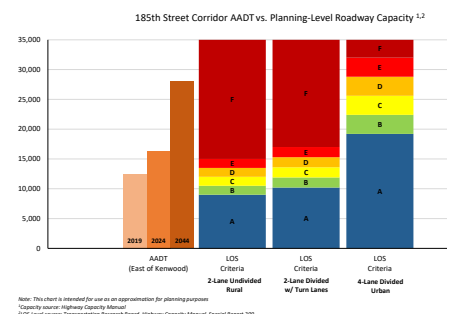
Alliant will conduct existing and forecast traffic operations analysis using Synchro/ SimTraffic traffic modeling software and an initial vetting of roundabout alternatives using HCS2024 software. If a roundabout alternative advances as a preferred alternative at the intersection of Dodd Boulevard and Kenwood Trail (CSAH 50), VISSIM traffic modeling software will be utilized to conduct a forecast year 2037 (10 years after the design year)



▲ *Since a roundabout may be considered at the intersection of Dodd Boulevard and Kenwood Trail (CSAH 50), it may be beneficial to conduct and before and after safety analysis of the two roundabouts nearby, one at Dodd Boulevard and 210th Street and the other at Kenwood Trail (CSAH 50) and Holyoke Avenue.*



▲ *Example radar unit speed histogram.*



▲ *A planning-level capacity analysis will be completed to guide typical section recommendations and help right-size the corridor.*

analysis to ensure right-sizing of the roundabout design. The performance of each intersection will be documented with respect to key measures of effectiveness including intersection, approach, and movement level-of-service, delay, and queuing. Graphics including figures and tables will be completed to clearly communicate the results and conclusions to key project stakeholders and the public. Deficiencies and future intersection needs will be documented and included in a **Traffic Recommendations Technical Memorandum** summarizing the operational analysis and conclusions, including any additional recommendations at any of the analyzed intersections. The technical memorandum will also make recommendations for roadway typical section and lane configuration, turn lanes and lengths, and access considerations.

TASK 9: PRELIMINARY DESIGN

We see the preliminary design effort highlighted by 3 key tasks that are described in greater detail below. The RFP describes development of 3 alternatives, and our proposed hours and fee estimate reflects this assumption. However, our team recognizes that development and identification of the preferred alternative may take more alternatives in some locations and only 1 or 2 alternatives in other aspects. Our team is committed to a thorough identification and vetting of any alternatives needed to land on the best design moving forward.

CSAH 50 and Dodd Boulevard Intersection

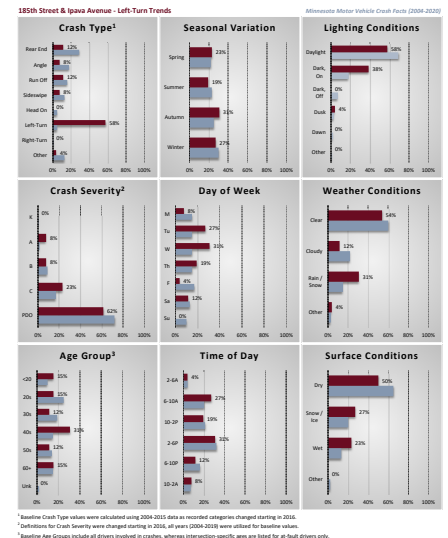
If a roundabout intersection is recommended through the traffic analysis and review by the team, we will develop geometric concepts that consider the complexity of multi-lane roundabouts. Through our experience in analyzing the 185th Street/Kenwood Trail roundabout, we are aware of the issues and sensitivities in this area with multi-lane roundabouts and will work with the City and County to apply lessons learned to the potential design. The proximity of the railroad crossing and any necessary safety measures needed will also be a key consideration during concept development.

Grade Separation of Lake Marion Greenway

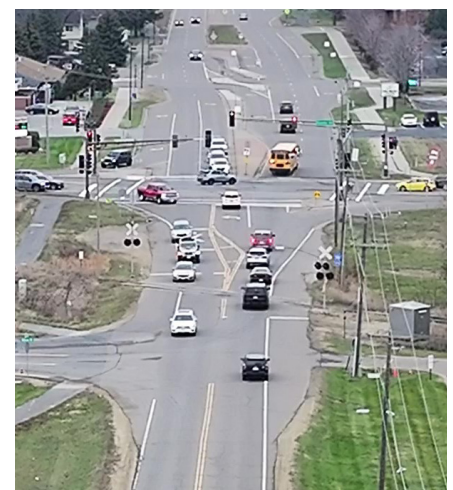
Our team has obtained and studied the conceptual design work done by the City as part of your application for regional solicitation funds in 2022. **We believe this area will be the most complicated aspect of this project and are ready to tackle the challenge.**

The concept layout included with the regional solicitation application shows a significant grade raise of Dodd Boulevard over the proposed underpass, presumably to avoid conflicts with the storm sewer under Dodd Boulevard that conveys runoff from Lake Marion to South Creek. This grade raise drives the need for significant retaining walls along the east side of Dodd Boulevard to avoid right of way impacts and make up the grade difference between the roadside trail and the Greenway trail elevations.

Exhibit 2 on the following page shows several considerations we noted during our review of the grant application exhibits and study of this area that will affect both the design and public involvement processes. Our team will revisit the previous work with a fresh set of eyes and confirm expectations with the city and county in terms of cost, aesthetics, and natural resources impacts. While perhaps previously considered and ruled out, we are interested in gauging interest in vetting out a pedestrian bridge option in lieu of an underpass given the major profile revisions needed to make an underpass work. We will also carefully inventory and map the existing underground utilities, as they are a major factor in weighing alternatives. Potentially poor soils and floodplain impacts are also considerations that will factor into our analysis.



▲ *An example crash trend analysis completed for the intersection of 185th Street & Dodd Boulevard which showed a significant number of left-turn crashes during weekday peak hours.*



▲ *The railroad crossing south of Dodd Boulevard provides limited left-turn lane storage between the crossing and CSAH 50. Building off the traffic study, we will look for operational and safety improvements as part of our geometric design.*

Roadway and Trail Cross Section

Based the results from the traffic study, we will develop geometry for the identified number of thru lanes and recommended intersection configurations. Two lessons from the 185th Street project will be applied early in this process:

- Dakota County has historically designed 12-foot-wide thru lanes. However, there may be interest in 11-foot lanes if private property or natural resources impacts can be avoided. We will facilitate this conversation early in the design process.
- Dakota County also has requested 300-foot-long turn lanes on recent projects. This is significantly longer than the turn lanes shown on the concept graphics previously prepared by the city. We will discuss turn lane length with the County at the onset of the project and can demonstrate the impacts of longer turn lanes if needed.

TASK 10: STORMWATER MANAGEMENT AND HYDRAULICS EVALUATION

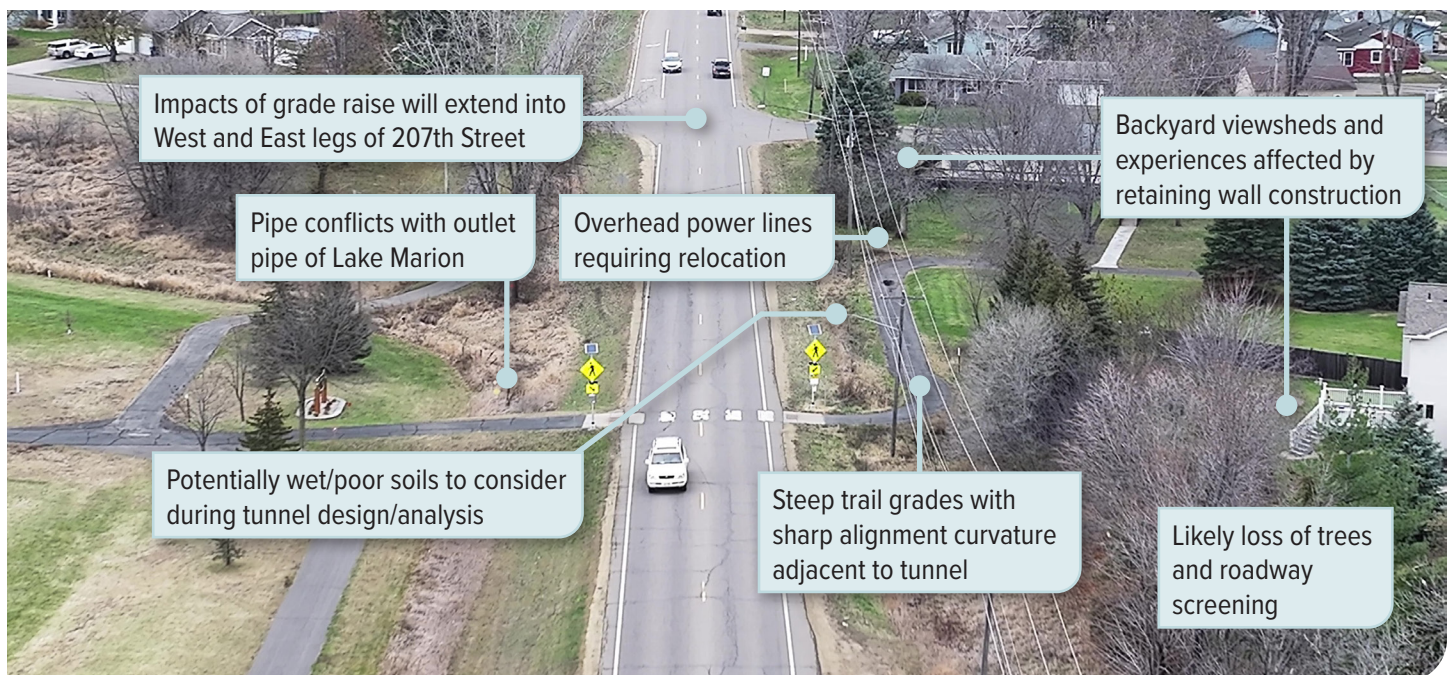
Stormwater management will be a critical component of the Dodd Boulevard modernization. **Connor Fortune** will evaluate stormwater runoff impacts and develop BMPs to meet MPCA, City, and Vermillion River Watershed requirements. Special consideration will be made for the additional treatment requirements associated with the City's South Creek Stormwater District. If identifying new spaces for stormwater BMPs proves problematic, we will work with the city to explore options to expand or modify existing BMPs, including the pond recently constructed for the roundabout at 210th Street. The west side of Dodd Boulevard near Marion Fields Park is within mapped 100-year floodplain and floodway. Our team will be cognizant of how the proposed grade separation will affect flood hydraulics and work with the city on potential solutions, including floodplain mitigation if needed.

Preliminary drainage designs will identify stormwater management areas, infiltration requirements, and treatment capacities. A Stormwater Management Report will document the proposed solutions, ensuring seamless integration into final design.



▲ *Mapped 100-year floodplain on the north side of Marion Fields Park.*

Exhibit 2. Design Considerations for Lake Marion Greenway Grade Separation



Detailed Work Plan

Our detailed work plan, including key deliverables and agency roles, is provided below.

Task/Subtask	Deliverables	Agency Participation
1.0 PROJECT MANAGEMENT		
1.1 Project Administration: Provide routine project coordination, monthly invoices and progress reports.	• Monthly invoices and progress reports. • Written documentation to City project manager of any communication with external agencies.	
1.2 Weekly PMT Conference Calls: Schedule and conduct weekly check-in meetings via phone or Microsoft Teams with City, County, and other PMT members as needed.	• Emailed agenda/list of discussion topics prior to each meeting.	• Identify and coordinate PMT participants.
1.3 PMT Meetings: Prepare agenda and lead up to 6 meetings with the PMT (virtual or in-person), including a project kickoff meeting.	• PMT Meeting agenda and minutes, including supporting exhibits. • Draft agenda provided to City at least 2 working days prior to meeting and draft minutes written within 3 working days of meeting.	• Review and approve draft PMT agendas and meeting minutes.
1.4 Project Schedule: Prepare a Microsoft Project schedule and update monthly in conjunction with monthly progress reports and invoices.	• Microsoft Project schedule updated monthly.	
1.5 Quality Management: Prepare project specific QMP and conduct independent reviews to ensure processes and checking procedures are followed.		
2.0 PUBLIC INVOLVEMENT		
2.1 Public Involvement Plan: Create a stakeholder and public involvement plan that describes who we are trying to reach, key messages for all the project materials, and roles, responsibilities, and strategies for engagement.	• Draft and Final Public Improvement Plan.	• Review and approve Public Involvement Plan.
2.2 Open House Meetings: • Prepare, promote, and conduct two open house meetings in-person with a companion virtual event. • Identify, schedule, and secure locations for in-person meetings. Assemble graphics and information to post to virtual event embedded in project website. Prepare a summary document for each open house describing the techniques used, the observed participation, and the feedback received. • Develop content for mailings to promote the public open house meetings to the surrounding area. The content will clearly communicate the meeting purpose and meeting details.	• Mailing list and draft postcard for PMT review prior to each open house. • Prepare final postcard and coordinate mailing. • Promotional materials throughout the project and for each open house, including media releases, social media posts, and notices to community organizations. • Digital or printed exhibits for each open house. • Written summary of participation and feedback received for each open house.	• Review and approve postcard mailings and open house meeting content. • Attend open houses with Alliant Team.

Task/Subtask	Deliverables	Agency Participation
2.3 Private Property Owner Meetings: • Coordinate with City project manager on date, location, and messaging and conduct the 3 meetings identified in the RFP. • Prepare handout materials and other supporting exhibits for City project manager review prior to meeting. • Compile a meeting summary with action items and decisions reached following each meeting.	• Draft and final agenda, presentations, handout materials, and supporting exhibits for stakeholder meetings. • Meeting Summaries.	• Coordinate meeting logistics with stakeholders as needed.
2.4 Project Website: Create and host project website for project updates and public interaction, including an interactive platform using Social Pinpoint to share information and gain feedback.	• Set up and maintain website for duration of public involvement effort. • Provide written summaries of all feedback received on website.	• Review and approve website content.
2.5 3D Visualizations: • Develop 3D flyover of proposed corridor using drone-collected video footage. • Create 3D visualizations of individual typical sections or critical design features in support of public engagement efforts or right of way acquisition.	• 3D flyover visualization of the corridor with critical features identified. • Individual location-specific visualizations.	• Review and approve visualizations.
2.5 Additional Stakeholder Meetings: • Assume 3 additional stakeholder meetings outside of routine PMT meetings. • Prepare agenda, presentations, handout materials, and other supporting exhibits for City project manager review prior to meeting. • Compile meeting minutes with summary of action items and decisions reached following each meeting.	• Draft and final agenda, presentations, handout materials, and supporting exhibits for stakeholder meetings. • Meeting minutes and action item summaries.	• Coordinate meeting logistics with stakeholders as needed. • Review and approve meeting materials.
3.0 RIGHT-OF-WAY		
3.1 Identify Preliminary Right of Way Needs: Based on preliminary construction limits defined for preferred alternative, determine permanent and temporary right of way needs.	• Proposed right of way file in AutoCAD format. • Summary table listing easement needs and estimated costs per parcel (based on acquisitions on recent Alliant projects).	• Provide O&E Reports for affected properties. • Provide existing ROW CAD file (from Dakota County)
4.0 TOPOGRAPHIC SURVEY.		
4.1 Topographic Survey and Basemapping: • Collect and map topographic features identified in RFP and all others needed for design.	• Survey base map in AutoCAD Civil 3D format (Dakota County Horizontal Coordinate System and NAVD 88 vertical datum).	

Task/Subtask	Deliverables	Agency Participation
5.0 ENVIRONMENTAL		
5.1 Phase I Environmental Site Assessment: Complete limited Phase 1 Environmental Site Assessment based on a typical MnDOT corridor scope of services: • Review historical aerial photographs, right-of-way and other mapping, city directories, or fire insurance maps. • Perform review of regulatory files, including but not limited to, Minnesota Pollution Control Agency (MPCA) and Minnesota Department of Agriculture (MDA) databases. • Conduct field reconnaissance of the project corridor, including a drive-by review, detailed walk-by observations where needed, and on-site interviews as required. • Rank and classify all identified sites in the project corridor as high, medium, or low potential for contamination, with supporting documentation and mapping. • Prepare draft and final Limited Phase I ESA report in standard highway corridor format per RFP requirements, including recommendations for Phase II ESA or additional site-specific investigation.	• Draft and Final Limited Phase 1 ESA.	• Provide available background information. • Review deliverables.
5.2 Wetland Delineation: • Desktop review and coordination with the LGU regarding wetland and water resources within the corridor limits. • Level 2 wetland field delineation within the corridor limits. • Field verification of the delineated wetlands with the Technical Evaluation Panel (TEP). • Level 2 wetland delineation report submittal to the Local Government Unit (LGU), the City of Lakeville.	• Level 2 Wetland Delineation Report.	• Coordination with the TEP including the LGU (City of Lakeville), Dakota County, BWSR, MN DNR, Army Corps of Engineers. • Review deliverables.
6.0 GEOTECHNICAL EVALUATION		
6.1 Geotechnical Investigation: • Prepare boring location plan for approval by the City. • Coordinate with utilities via GSOC and implement traffic control per MMUTCD, including up to two days of flagger time. • Perform soil borings with truck mounted drill rig, assumed 9 SPT borings to depth of 10 to 30 feet. • Perform 4 hand auger borings in locations where SPT borings are not feasible due to access or utility conflicts. • Backfill boreholes following MDH regulations and patch the pavement surface using similar materials. Document boring locations with GPS.	• Boring location plan.	• Coordinate right of entry for soil borings on private property. • Provide any available existing information related to in-place pavement and soils. • Review and approve boring location plan.

Task/Subtask	Deliverables	Agency Participation
6.2 Geotechnical Evaluation Report and Materials Design Recommendation: • A figure depicting project extents and boring locations. ■ Boring logs including in-place pavement, aggregate base, topsoil, MnDOT and AASHTO soil types, N-Values, water levels, and lab test results. ■ Review of encountered pavement, soil, and groundwater conditions, including relevant engineering properties. Pavement recommendations based on traffic volumes, distribution, and in-place soils. ■ Comments on factors affecting final performance or constructability, such as frost heave and drainage considerations. ■ Preliminary recommendations for pedestrian underpass bedding material or other structural considerations.	• Draft and Final Geotechnical Evaluation Report.	• Review deliverables.
7.0 UTILITY IDENTIFICATION AND COORDINATION		
7.1 Preliminary Utility Identification and Coordination: • Request utility information through GSOC Design Locate and coordination of field markings of utilities during topographic survey. • Perform utility coordination according to MnDOT Utility Coordination Manual. Conduct one utility coordination meeting.	• List of utility contacts and documentation of correspondence with utility owners. • Agenda and minutes for utility coordination meeting.	• Attend utility coordination meeting. • Provide existing utility information and public utility condition reports.
8.0 TRAFFIC FORECASTING AND ANALYSIS		
8.1 Data Collection: Collect 24-hour turning movement counts at the six intersections shown on Exhibit 1 , including the driveways for Lakeville Court Apartments & Townhomes and the Lake Marion Greenway. For Dodd Boulevard and Kenwood Trail (CSAH 50), where intersection control will be evaluated, collect 48-hour TMCs. Gather 48-hour speed data using radar units, cameras, road tubes, and handheld devices at five locations. Coordinate the use of Dakota County's Streetlight user license to verify TMC and speed data and document origin-destination traffic volume patterns along the corridor. Record existing intersection and roadway characteristics, including posted speed limits.	• Develop summary graphics and tables to be included in Existing Traffic Operation and Safety Technical Memorandum.	• Provide collected turning movement count and speed data. • Dakota County to provide County's Streetlight user license.
8.2 Existing Traffic Operation Analysis: Conduct traffic operation analysis of existing morning and evening peak hour conditions for existing year 2025. Identify deficiencies based on existing traffic operations.	• Develop summary graphics and tables to be included in Existing Traffic Operation and Safety Technical Memorandum.	
8.3 Safety Analysis: Conduct intersection and segment safety analysis, documenting crash and severity rates and summarizing intersection crash types. Identify hot spots, contributing factors (e.g., lack of turn lanes or wildlife conflicts), and potential mitigations. Review crash narratives to reassign incidents as needed, ensuring vehicle-bicycle/pedestrian interactions are addressed and contributing factors inform roadway and trail recommendations. Assess roadside clear zones, cross-slopes, and shoulder widths, along with stopping, headlight, and intersection sight distances. Evaluate pedestrian and bicycle safety issues and deficiencies.	• Develop summary graphics and tables to be included in Existing Traffic Operation and Safety Technical Memorandum.	

Task/Subtask	Deliverables	Agency Participation
8.4 Existing Traffic Operation and Safety Technical Memorandum: Prepare a technical memorandum summarizing methodology, data collection, and existing conditions. Summarize existing operational analysis, safety analysis, and speed study results and a list of deficiencies. Peak hour volumes, non-motorized volumes, heavy vehicle percentages, speed data, and directional distributions would also be documented.	Draft and Final Existing Traffic Operation and Safety Technical Memorandum.	Review draft Tech Memo and provide comments.
8.5 Develop Traffic Forecasts: Review the City of Lakeville 2040 Transportation Plan Update, Dakota County 2040 Transportation Plan, and the 2019 Dakota County Travel Demand Model to develop traffic forecasts for build year 2027 and design year 2045. Analyze historical growth trends along Dodd Boulevard and nearby roadways to validate the reasonableness of forecast scenarios in the latest Dakota County Model.	Develop summary graphics and tables to be included in Traffic Modeling and Forecasting Technical Memorandum.	
8.6 Traffic Modeling and Forecasting Technical Memorandum: Prepare a technical memorandum detailing the methodology, assumptions, forecast growth rates, and traffic volumes for 2025, 2027, and 2045 to support the forecast and alternative operations analysis. Include any regional growth or infrastructure changes not reflected in recent City or County Comprehensive Plans.	Draft and Final Traffic Modeling and Forecasting Technical Memorandum.	Review draft Tech Memo and provide comments.
8.7 Existing and No-Build Traffic Operation Analysis: Conduct traffic operations analysis of planned roadway and intersection cross-sections for 2027 and 2045 peak hours using Synchro/SimTraffic. Identify deficiencies from safety analysis and existing or no-build traffic operations.	Develop summary graphics and tables to be included in Traffic Recommendations Technical Memorandum.	
8.8 Access Review and Evaluation: Evaluate benefits and impacts of access modifications along the corridor at existing intersections and driveways. Use origin-destination patterns from Dakota County's Streetlight data to assess impacts of rerouted traffic volumes, if applicable.	Create access improvement exhibits to be included in Traffic Recommendations Technical Memorandum.	
8.9 Alternatives Development: Conduct a high-level signal warrant and roundabout capacity analysis for all intersections. Identify roadway cross-section, intersection, and turn lane alternatives to address current and future needs. Analyze future traffic operations and safety for each alternative using Synchro/SimTraffic, HCS2024, and/or VISSIM, with emphasis on Dodd Boulevard and Kenwood Trail (CSAH 50).	Traffic support for the development of conceptual layouts and typical sections -- paired with Task 9.1.	
8.10 Traffic Technical Memorandum Recommendations: Prepare a technical memorandum summarizing recommended roadway cross-sections, turn lanes, intersection controls, and access improvements based on traffic operations and safety analysis.	Draft and Final Traffic Recommendations Technical Memorandum.	Review draft Tech Memo and provide comments.

Task/Subtask	Deliverables	Agency Participation
9.0 PRELIMINARY DESIGN		
9.1 Alternatives Analysis: - Prepare up to three conceptual layouts and typical sections consistent with City and County design standards. Concepts will include: - Shared use trails on both sides of Dodd Boulevard - Urban roadway section - Intersection improvements and any potential access modifications - Railroad crossing safety enhancements - Pedestrian crossing and safety improvements - Grade separation options for the Lake Marion Greenway may be developed as separate concept graphics, depicting: - Locations of underground utilities (existing storm sewer, watermain and sanitary sewer if present) - Retaining walls (if required) - Grading impacts within Marion Fields Park and residential properties on east side of Dodd Boulevard - Trail connectivity to park trails and new trails along Dodd Boulevard	- Conceptual layouts and cross sections for identified alternatives. - Alternatives Evaluation Matrix.	Review draft concepts and matrix. Select preferred alternative at PMT meeting.
9.2 Preliminary Layout for Preferred Alternative: - Create a layout for preferred alternative that includes all information defined in RFP. - Prepare Preliminary Design Technical Memorandum summarizing design methodology and any key considerations for final design.	- Draft and final project layout. - Draft and final Preliminary Design Technical Memorandum.	Review deliverables.
9.3 Preliminary Cost Estimate: Develop cost estimate for preferred alternative that includes engineering, construction, and right of way acquisition costs.	Draft and final preliminary cost estimate.	
10.0 STORMWATER MANAGEMENT AND HYDRAULICS EVALUATION		
10.1 Design Criteria and Regulatory Requirement Summary: Prepare a written summary document of the stormwater design criteria and regulatory requirements for the project.		
10.2 Stormwater Meetings with City and Watershed Staff: - Coordinate with City project manager on date and location and conduct the 2 stormwater meetings identified in the RFP. - Prepare agenda and other supporting exhibits prior to meeting. Compile meeting minutes with summary of action items and decisions reached following each meeting.	- Draft and final agenda and supporting exhibits for meetings. - Meeting minutes and action item summaries.	- Assist with meeting logistics as needed. - Attend meetings with Alliant Team. - Review and approve meeting materials.
10.3 Preliminary Stormwater BMP Design: Determine location, sizing, and outlet design for stormwater BMPs to meet City and NPDES requirements.		
10.4 Preliminary Storm Sewer Design: Identify preliminary catch basin and storm sewer trunk line location and sizing for preferred alternative.		
10.5 Preliminary Stormwater Management Report: Assemble report with existing and proposed Drainage Overview Maps, stormwater BMP calculations, and all correspondence.	Draft and Final Stormwater Management Report.	Review deliverables.

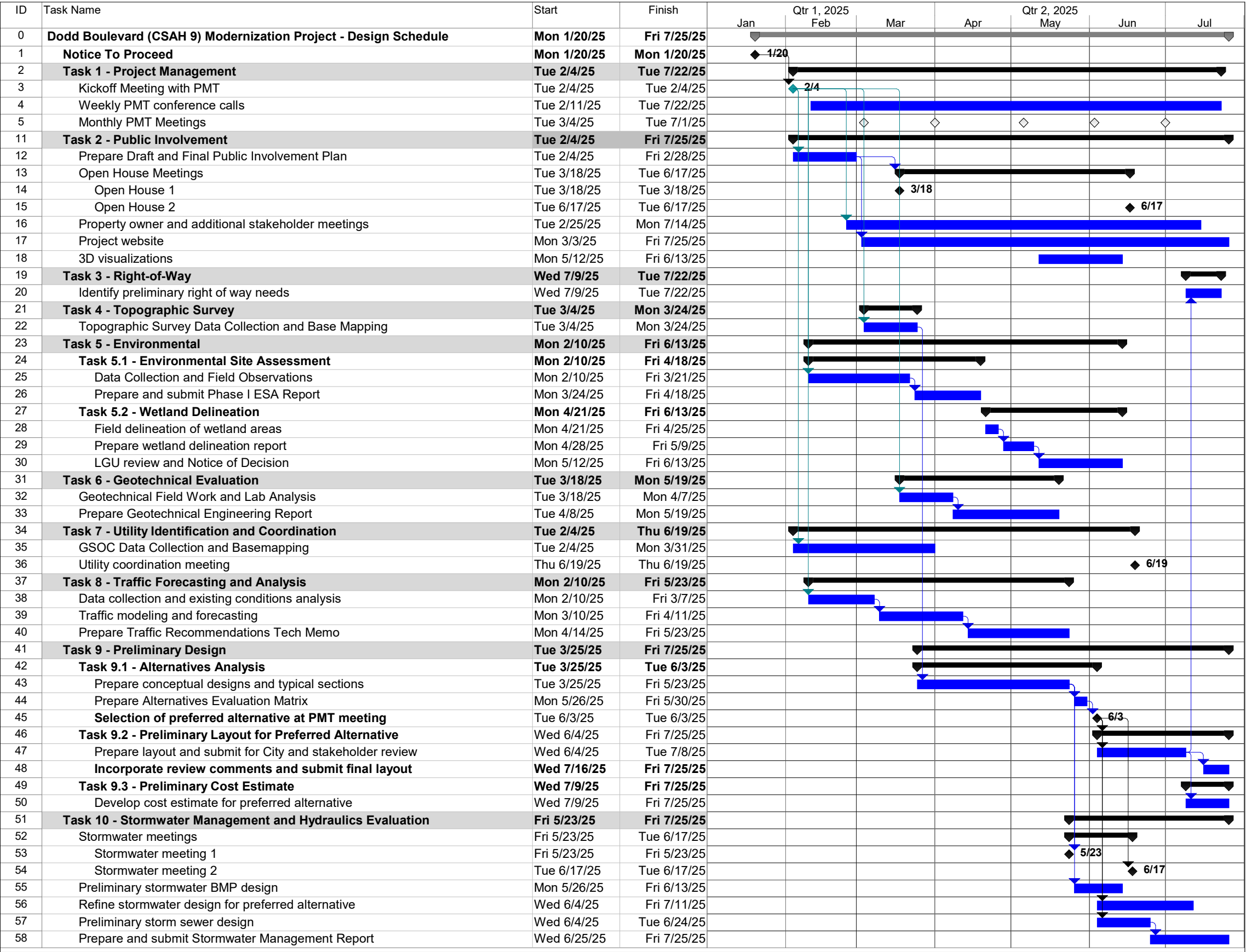
Schedule

With about **six months** between authorization and the completion date defined in the RFP, our team understands that the sense of urgency that must be maintained throughout the process. Our proposed schedule and our corresponding task hour budget and fee are set up to meet the defined deadline and will require timely decision making and constant forward progress.

This schedule has been prepared in Microsoft Project and will serve as the foundation for the project schedule to be updated monthly throughout the design process. We intend for our schedule to be flexible as the design process progresses, while maintaining a sense of urgency and keeping a constant eye on the final deadline.

Other highlights or considerations with our project include:

- The traffic data collection and building consensus on traffic modeling methodology is a key first step in the process. Our data collection will begin shortly after contract authorization in early 2025 to ensure that data captures in-school traffic patterns.
- Wetland delineation work and portions of the geotechnical investigation and topographic survey will have to wait for suitable weather in spring 2025. We will work to advance the traffic study and geometric analysis as much as possible ahead of these other weather dependent tasks.
- We understand that the July 25, 2025 deadline for completion of preliminary design is likely driven by the right-of-way acquisition schedule ahead of 2027 construction. If evaluation of alternatives and conducting effective public engagement ends up requiring more time to complete, we see opportunities to take steps toward advancing the acquisition process ahead of finalized construction limits. These steps could include identification of likely affected parcels, sending early notification letters, reviewing title work, and setting up parcel sketches for properties where acquisition is likely.



Responder Experience and Qualifications



Minneapolis, MN

Alliant is a Minneapolis-based multidisciplinary consulting firm with a successful history in the delivery of local, county, and DOT highway projects. Our talented staff of over 180 professionals includes planners, engineers, land surveyors, and landscape architects. Alliant is committed to improving our transportation infrastructure to increase safety, improve operations, reduce maintenance, and improve quality for all modes of travel.



BRAUN INTERTEC

Minneapolis, MN

Braun Intertec is an employee-owned firm offering a comprehensive scope of services with a team of more than 1,000 engineers, scientists, managers, and field personnel specializing in more than 50 technical disciplines. Braun Intertec has a long and successful history working in Dakota County and has completed numerous geotechnical and environmental projects for many agencies in Minnesota.



MARTINEZ GEOSPATIAL

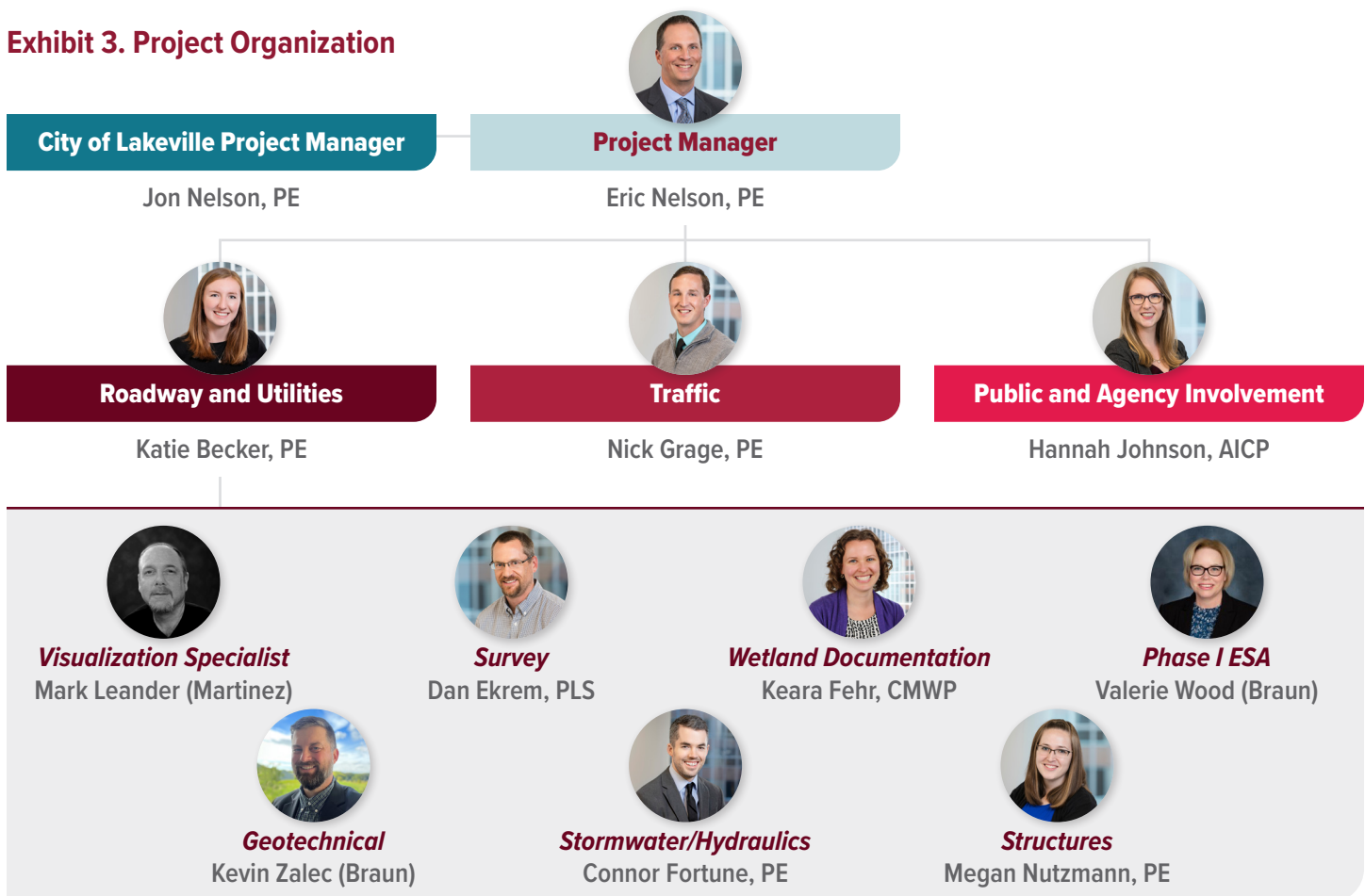
Eagan, MN

Martinez Geospatial specializes in providing high-quality geospatial solutions, including aerial mapping, LiDAR data acquisition, photogrammetry, and GIS services. They deliver precise and reliable spatial data for planning, design, and decision-making processes.

KEY PERSONNEL

Alliant has assembled a dedicated team of professionals with the specialized expertise to complete this project. Our team organization and staff roles are shown in [Exhibit 3](#) below. A project manager resume is located on page 14, followed by capsule resumes for each design task lead on page 15.

Exhibit 3. Project Organization





Eric is a Principal at Alliant with 25 years of experience in design and project management in both private consulting and the public sector. He has led a variety of projects, including roadway reconstruction projects, development of bicycle and pedestrian facilities, and stormwater management improvements. Eric sees the importance and immediate return from making infrastructure improvements at the local level and appreciates the opportunities that smaller projects present to use his broad range of skills and experiences.

Prior to joining Alliant, Eric spent nearly nine years in the public sector at Three Rivers Park District. His time there gave him an “owner’s perspective” and unique experiences with communicating with the public, interacting with public officials, and solving construction issues that now prove invaluable as he manages design projects. For this project, his experience with grade separation of shared use trails will prove especially beneficial. On the Nine Mile Creek Regional Trail in Edina, he led the design and construction of over 7 miles of new regional trail in a fully developed community. The final design included two major freeway bridges, two miles of timber boardwalk, and an underpass under 70th Street with complicated utilities and limited right-of-way.

EDUCATION

B.S. Civil Engineering,
University of Wisconsin-Madison

PROFESSIONAL REGISTRATION/ LICENSURE

Professional Engineer in MN and FL

Eric Nelson, PE

Project Manager

Relevant Experience

185th Street (CSAH 60) Improvements *Lakeville, MN* Project Manager for the preliminary and final engineering on a 1-mile segment of 185th Street (CSAH 60) in the City of Lakeville. Eric led the entire design process, including public engagement, from initial concepts to approval of a preferred alternative. He facilitated discussions and consensus-building between the City and Dakota County on intersection type and configuration at several intersections. Eric also assisted the City and County with routine meetings with a group of affected property owners to answer questions and address concerns with the design. The preferred alternative was carried through final design and is set for 2025 construction.

CSAH 46 Traffic Analysis and Preliminary Engineering *Hastings, MN* Roadway, Bridge, and Environmental Lead on a corridor study and preliminary engineering for 2.3 miles of CSAH 46 west of downtown Hastings. The corridor study included development of multiple roadway and trail cross sections within rural and residential areas along the Vermillion River. Intersection analysis and access management were key aspects of the alternatives evaluation and engineering effort. Eric and his team also provided wetland delineation and permitting services and are developing a stormwater management plan for the preferred alternative.

CSAH 33 (Everton Avenue North) Pedestrian and Safety Improvements *Forest Lake, MN* Deputy Project Manager and Water Resources Lead on this Washington County project that made safety improvements and added a shared use trail to a 0.8-mile segment of CSAH 33 in Forest Lake. Eric led the public engagement effort for the project, which included online surveys and interactive events due to COVID-19. Eric also led the water resource design that upgraded storm sewer and culverts and added stormwater BMPs to the untreated corridor, requiring coordination and approval of the design across multiple watershed Districts.

Como Avenue Trail *Saint Paul, MN* Project Manager for the 1.6-mile Como Avenue Trail segment from Raymond Avenue to Hamline Avenue that completes a missing link of the 26-mile Saint Paul Grand Round trail network. Preliminary engineering involved developing and evaluating several roadway and trail alternatives and building consensus among several interested stakeholders, including the University of Minnesota, the Minnesota State Fair, Ramsey County, and MnDOT. Public Engagement events effectively informed and engaged with residents, business owners, and bicycle advocates. In addition to designing the roadway and trail alignment and geometry, the final plans include underground infiltration trenches to meet Capitol Region Watershed District requirements for water quality and volume.

County Road C Reconstruction *St. Anthony and Roseville, MN* Project Manager on this Ramsey County-led project to reconstruct failing concrete pavement and incorporate a multi-use trail along a corridor that lacked any dedicated pedestrian facilities. Eric led the preliminary and final design effort, which included the evaluation of several roadway and trail geometry alternatives. Approval of the final design required coordination with multiple stakeholders, including the Minnesota Commercial Railway and Rice Creek Watershed District.



Katie Becker, PE
*Roadway Design Lead/
Utility Coordination*

Katie has six years of experience in transportation design. Her work consists of roadway design and corridor modeling on both urban and rural roadways. Katie has developed several specialty areas including pedestrian and bicycle interaction planning, roadway, and trail design. Throughout her time at Alliant, she has led the design on many projects that have added shared use trails to constrained corridors. Katie is an active member of the Minnesota Chapter of the American Public Works Association, including its Young Professionals committee. On the 185th Street project, Katie led the development of the approved project layout, including several alternatives for roadway and intersection configurations. She identified and quantified right of way impacts and led the development of parcel sketches for affected parcels. Katie also inventoried and coordinated private utilities and communicated with their representatives on project impacts.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, MN – *Roadway and Trail Design Lead*
- Smetana Road Trail Feasibility Study, Minnetonka, MN – *Roadway Design Lead*
- Como Avenue Trail, Saint Paul, MN – *Roadway and Trail Design Lead*
- Ridgedale Drive Trail, Minnetonka, MN – *Roadway and Trail Design Lead*



Hannah Johnson, AICP
Public and Agency Involvement

Hannah is a transportation planning and public engagement professional with 10 years of experience at Alliant and has contributed to various transportation plans and studies statewide. Her technical understanding of transportation enhances her planning, communications, and engagement work. She frequently collaborates with Eric Nelson on projects, developing public engagement plans, summary documents, project websites, online surveys, and interactive maps using diverse engagement platforms. On the 185th Street project, Hannah led online and in-person engagement techniques to present improvements to the public and effectively listened and responded to resident feedback.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, MN – *Public Engagement Lead*
- CSAH 46 Traffic Analysis and Preliminary Engineering, Dakota County – *Engagement Lead*
- MN 25 Corridor Study, Buffalo MnDOT District 3 – *Engagement Lead*
- Highway 77 Congestion Mitigation Study, Dakota County – *Project Planner*



Mark Leander (Martinez)
Visualization Specialist

Mark is an accomplished digital artist with three decades of professional experience as a Graphic Designer, Illustrator, Animator, and Spatial Modeler. He is highly organized, analytical, creative, and artistic; and possesses a wide range of technical expertise. Mark is a productive team leader with a demonstrated track record of providing high-quality visualization products and customer service which exceed client expectations. He utilizes his strong leadership, communication, presentation, and interpersonal skills to successfully collaborate with clients and coworkers to complete customized technical visualization packages for the media, architects, engineers, marketing, and law firms from across the nation.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, Minnesota – *Visualization Technician*
- Hiawatha-Lake Intersection Improvements, Minneapolis – *Visualization Technician*
- Webber 44, Minneapolis – *Visualization Technician*
- Fort Worth High-Speed Rail Station Area Planning Study, Fort Worth, TX – *Visualization Technician*



Dan Ekrem, PLS
Survey

Dan has 22 years of experience in the land surveying field. He has worked closely with engineers and surveyors on commercial, industrial, residential, and public sector projects. He is detailed oriented and uses the latest software to analyze, visualize, portray, and complete complex design features and surveys. Dan believes in adherence to established CADD standards, but he also relies on experience and creativity to plan and manage projects. Dan routinely coordinates and prepares topographic surveys, plats, and easement exhibits and descriptions for corridor projects. Dan will lead the survey data gathering and mapping.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, MN – *Topographic Survey, Base Mapping, and Right-of-Way Documentation*
- The Central Park Commons Redevelopment Plan, Eagan, MN – *Drafted the Plat and ALTA As-Build Survey*
- Highcroft Residential Development, Woodbury, MN – *Performed QA/QC on Subdivision Plat and Boundary, Topographic, and ALTA Surveys*
- Twin Cities Premium Outlets, Eagan, MN – *Drafted ALTA, ALTA As-Build, and Plat*



Keara Fehr, CMWP
Environmental

Keara is an environmental specialist with 11 years of professional experience in the environmental industry providing wetland delineations and permitting services. Keara is well versed in Minnesota's wetland process and understands the local, state, and federal wetland and water resource regulations. She routinely communicates with regulators to solve complex issues related to project design and wetland impacts. On the 185th Street project for Lakeville, Keara performed the field delineation and documentation of several large wetland complexes along the corridor. She also convened and led the TEP meeting to gain delineation approval and secured a Notice of Decision for the delineation report.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, MN – *Wetland Permitting Lead*
- CSAH 46 Traffic Analysis and Preliminary Engineering, Dakota County – *Wetland Permitting Lead*
- CSAH 33 Roadway Design, Washington County – *Wetland Permitting Lead*
- TH 71 Corridor Improvement Project, Bemidji MnDOT D2 – *Wetland Permitting Lead*



Valerie Wood (Braun Intertec)
Phase I ESA

Valerie is a project scientist with more than 25 years of experience in a variety of environmental projects. Her expertise includes project management for investigation and remediation of various contamination issues relating to petroleum hydrocarbons, industrial, and agricultural chemicals at commercial, industrial, and residential sites. She has worked closely with the Minnesota Pollution Control Agency's

(MPCA) Petroleum Brownfields Program (PBP) and Voluntary Investigation and Cleanup (VIC) Program. Her background includes extensive experience in transportation corridors and related investigations, such as Phase I and Phase II Environmental Site Assessments (ESA) and response action plans (RAP).

RELEVANT EXPERIENCE

- Lone Oak Road (CSAH 26) from TH 13 to I-35E, Eagan, MN – *Phase I ESA*
- Trunk Highway 610 and East River Road, Coon Rapids, MN – *Phase I and Phase II ESA*
- Trunk Highway 5, St. Paul to Maplewood, MN – *Phase I ESA, Phase II Drilling Investigation*
- Trunk Highway 23, North & South Gap Reconstruction Projects, New London, Paynesville, Sauk River, MN – *Phase and Phase II ESA*



Kevin Zalec, PE (Braun Intertec)
Geotechnical

Kevin has more than 19 years of experience, including performance of field construction materials testing and inspection, geotechnical engineering, and project management. He joined Braun Intertec in 2015 after spending 11 years with previous employers, and his responsibilities include providing geotechnical engineering, construction materials testing and inspection services for transportation, heavy civil, industrial, power, as well as residential and commercial building projects. His project experience ranges from single-family homes to the largest public works project in Minnesota history. On the 185th Street project for Lakeville, Kevin led the collection of soil borings, lab analysis, and geotechnical recommendations for pavement sections and stormwater practices along the corridor.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, MN – *Geotechnical Lead*
- CSAH 46 Traffic Analysis and Preliminary Engineering, Dakota County – *Geotechnical Lead*
- Diffley Road and School Access Improvements, Eagan, MN – *Geotechnical Lead*
- County State Aid Highway 32 Study, Eagan, MN – *Geotechnical Lead*



Nick Grage, PE, PTOE, RSP1

Traffic

Nick has 12 years of experience in traffic and transportation engineering, working on a variety of large roadway and smaller stand-alone projects throughout the Midwest. He has a wide range of experience that includes traffic modeling, corridor studies, traffic impact studies, intersection control evaluations, and the preliminary and final design of traffic signals, ITS, and roadway signing and lighting systems. Nick is highly experienced with the traffic operation and safety analysis of urban county roadways, including corridor studies and intersection control evaluations, to support concept development and preliminary engineering efforts. On the 185th project for Lakeville, Nick led a comprehensive traffic study of the corridor that evaluated future traffic growth and made recommendations for intersection design and access consolidation. He also studied adjacent intersections, including a roundabout with a high crash history, to analyze how the project will affect traffic in the surrounding area.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, MN – *Traffic Lead*
- CSAH 46 Traffic Analysis and Preliminary Engineering, Hastings, MN – *Traffic Lead*
- CSAH 42 & CSAH 27 Intersection Control Evaluation, Scott County, MN – *Traffic Engineer*
- MN 25 Corridor Study, MnDOT D3 – *Traffic Lead*



Connor Fortune, PE

Stormwater/Hydraulics

Connor has nine years of civil design experience, including designing creative drainage, erosion control, and turf establishment solutions to solve challenges and meet permitting standards for a variety of transportation projects in the Twin Cities Metro area. He has prepared final design plans, tabulations, and calculation packages. Connor has created models of existing and proposed storm sewer networks in XPSWMM, with 2D modeling of overland flooding in problem areas. He has performed detailed permanent and staged storm sewer design using GEOPAK Drainage, swale and filtration

basin grading in GEOPAK Site, and water quality BMP design using SHSAM and MIDS calculator. On the 185th Street project for Lakeville, Connor led the design of several stormwater best management practices for the project, including the expansion of an existing pond that required a detailed modeling exercise to verify the hydraulic capacity. He also studied the existing storm sewer system and identified a solution that minimized the amount of additional right-of-way needed for stormwater management.

RELEVANT EXPERIENCE

- 185th Street (CSAH 60) Improvements, Lakeville, MN – *Stormwater Design Lead*
- CSAH 46 Traffic Analysis and Preliminary Engineering, Dakota County – *Stormwater Design Lead*
- CSAH 33 Roadway Design, Washington County – *Stormwater Design Lead*
- Ramsey County Hodgson Road Reconstruction, Ramsey County – *Stormwater Modeling and BMP Design Lead*



Megan Nutzmman, PE

Structures

Megan is a professional structural engineer with 12 years of experience. She has worked on a variety of transportation projects, performing structural engineering tasks including prestressed concrete girder design, semi-integral and integral abutment design, pier design using the strut and tie method, bridge load rating using AASHTOWare, and retaining wall design. She also has experience designing bridge mounted overhead sign structures, special noise wall supports, signal foundations, and box culverts. Megan is nearing completion on a retaining wall project on CSAH 38 where she partnered with Dakota County staff.

RELEVANT EXPERIENCE

- Como Avenue Trail, City of St. Paul – *Structures Lead*
- CSAH 38 Retaining Wall Replacement, Dakota County – *Structures Lead*
- CSAH 23 Pavement Improvements, Washington County – *Structures Support*
- CSAH 46 Traffic Analysis and Preliminary Engineering, Dakota County – *Structures Support*

RELEVANT EXPERIENCE

Four similar projects are featured on the following pages. Each one is in a comparable suburban environment and had many of the same challenges and considerations as Dodd Boulevard, including traffic analysis and alternatives evaluation, public engagement through online and in-person techniques, and preliminary roadway design including shared use trails and stormwater management.

185th Street Improvements – Preliminary and Final Design

City of Lakeville

Alliant led the preliminary and final design for the reconstruction and widening of 185th Street near Century Middle School in Lakeville. This one-mile-long corridor has a rural section with high traffic volumes and no dedicated facilities for bicycles or pedestrians.

Our work included a comprehensive traffic study to determine intersection configurations and identify possible safety improvements for crossing at the middle school and an adjacent roundabout. The study evaluated access consolidation and intersection type based on anticipated future growth and adjacent developments.

Online and in-person engagement techniques were used to present improvements to the public. Shared use trails were designed on both sides of the corridor to improve recreation and non-motorized transportation opportunities. Stormwater measures were carefully sited to minimize private property impacts and meet City treatment requirements.

DESIGN TEAM STAFF INVOLVED

- Eric Nelson – Project Manager
- Nick Grage – Traffic Lead
- Katie Becker – Roadway Lead
- Connor Fortune – Water Resources Lead
- Keara Fehr – Wetland and Permitting Lead
- Kevin Zalec – Geotechnical Lead
- Hannah Johnson – Engagement Lead



RELEVANCE TO DODD BOULEVARD

- Partnership project between City of Lakeville and Dakota County
- Traffic study including intersection evaluation, capacity analysis, and multimodal enhancements
- Conversion of rural section to urban with incorporation of shared use trails
- In-person and online public engagement enhanced with 3D visualizations

CSAH 46 Traffic Analysis and Preliminary Engineering

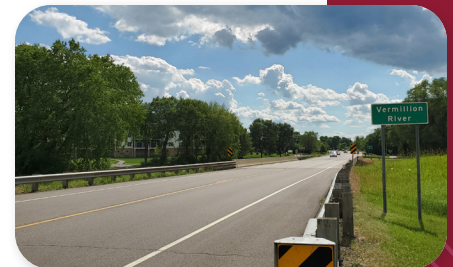
Dakota County

Alliant was selected by Dakota County and the City of Hastings to provide preliminary engineering on a 2.5-mile segment of County Road 46. The corridor serves a range of users and spans from urban to rural land uses. Study goals included improving multimodal facilities within the context of the Vermillion River Greenway while also addressing traffic and safety issues.

Solutions include intersection improvements, access control, addition of pedestrian and bicycle facilities. Intersections with city streets were evaluated and improvements were identified to provide increased safety for travelers and encourage all modes of travel. Creative stormwater management was required due to adjacent residential areas and proximity of the Vermillion River. Several BMPs were evaluated to minimize impacts to green space while meeting stormwater management goals for the project. Alliant also led a multi-pronged community engagement process using a range of in-person and virtual techniques to raise project awareness.

DESIGN TEAM STAFF INVOLVED

- Eric Nelson – Roadway, Bridge, and Environmental Lead
- Nick Grage – Traffic Lead
- Connor Fortune – Water Resources Design
- Kevin Zalec – Geotechnical Lead
- Hannah Johnson – Engagement Lead
- Megan Nutzmänn – Structures Support



RELEVANCE TO DODD BOULEVARD

- Traffic and safety analysis
- Roadway concept development and evaluation of multiple cross section and intersection alternatives, including addition of shared use trails
- Community engagement (online and in person)
- Stormwater design and wetland delineation

CSAH 33 (Everton Ave N) Pedestrian and Safety Improvements

Washington County

Alliant provided preliminary and final engineering for Washington County on a project along CSAH 33 (Everton Avenue) in Forest Lake. The roadway is mostly a two-lane rural corridor with significant adjacent development, leading to traffic capacity and safety issues. The corridor also lacks dedicated facilities for bicycles and pedestrians, and access points to commercial properties west of Broadway Avenue are problematic from a traffic and safety perspective.

Due to the COVID-19 pandemic, Alliant collaborated with County staff to quickly develop a Public Involvement Plan using online engagement techniques and non-traditional methods, such as online surveys, interactive maps, and videos with drone footage. This approach led to one of the highest participation levels for a County project. Alliant also assisted in creating presentations for elected officials and local business owners.

The designed upgrades will improve traffic safety and operations and provide trail and sidewalk facilities to create a true multimodal corridor. Traffic safety and analysis identified options to consolidate or relocate access points and alternative intersection design concepts to improve operational performance and reduce conflict points. Several alternatives for roadway cross sections and lane configurations were compared and evaluated. Creative stormwater management was used to meet watershed district requirements in an area constrained by extensive wetland areas, poor soils, and limited undeveloped land.

DESIGN TEAM STAFF INVOLVED

- Eric Nelson – Roadway Lead
- Hannah Johnson – Engagement
- Keara Fehr – Environmental Lead
- Connor Fortune – Water Resources Design

County Road C

Ramsey County

Alliant provided Ramsey County with preliminary and final design services for the reconstruction of 29th Avenue/County Road C between Highway 88 and Long Lake Road in St. Anthony and Roseville. The project included full roadway reconstruction, replacement, and modification of traffic signals at Long Lake Road and Walnut Street. Flashing Yellow Arrows were added to the County Road C/Long Lake Road signal, and ADA upgrades were made to the Highway 88 signal. Public engagement was conducted through open house meetings and presentations to elected officials.

The project also involved adding a trail and improved sidewalks to provide dedicated multimodal facilities. A shared-use trail was designed within a confined right-of-way, avoiding conflicts with overhead transmission towers, a railroad crossing, and steep adjacent grades. The project also included full replacement of watermain and sanitary sewer, a new storm sewer system, and a retaining wall to avoid impacts on private property. The final design process included a coordinated staging and traffic control plan to maintain access to commercial and trucking operations throughout construction. Alliant assisted in preparing right-of-way documentation for permanent and temporary easements.

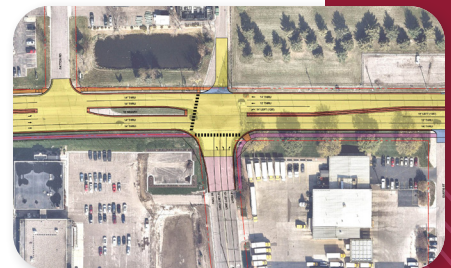
DESIGN TEAM STAFF INVOLVED

- Eric Nelson – Project Manager
- Hannah Johnson – Engagement
- Megan Nutzmänn – Structures Support
- Nick Grage – Traffic Lead



RELEVANCE TO DODD BOULEVARD

- Traffic analysis and alternatives evaluation
- Access management improvements
- Conversion of rural section to urban section with storm sewer
- Public and stakeholder engagement using virtual techniques and drone footage
- Addition of shared use trail to constrained corridor



RELEVANCE TO DODD BOULEVARD

- Added a shared use trail to a constrained roadway corridor
- Stakeholder and public engagement
- Traffic analysis and evaluation of multiple intersection options
- Right-of-way needs identified and documented
- Coordination and partnership with railroad agency on crossing and safety improvements

Fee Estimate

Task	Description	HOURS											BRAUN INTERTEC	MARTINEZ GEOSPATIAL	TEAM TOTAL	TASK TOTAL COST
		ALLIANT														
		Project Manager	Associate	Sr Prof Engineer	Prof Land Surveyor	Prof Engineer/ Planner	Graduate Engineer (EIT)	Sr Environmental Specialist	2-person Survey Crew	Graphics/ Admin	Data Collection					
		Nelson	Grage	Fortune Nutzmann	Ekrem	Becker Johnson		Fehr								
1.0	PROJECT MANAGEMENT	59	0	0	0	12	0	0	0	0	0		0	71	15,780.00	
1.1	Project administration (1)	12												12		
1.2	Weekly PMT conference calls (2) (4)	15												15		
1.3	PMT meetings (3) (4)	24				12								36		
1.4	Project schedule	4												4		
1.5	Quality management	4												4		
2.0	PUBLIC INVOLVEMENT	28	0	0	0	112	0	0	0	40	0		0	180	26,640.00	
2.1	Public Involvement Plan	2				4								6		
2.2	Open House Meetings (5)	12				60				40				112		
2.3	Private Property Owner Meetings (6)	6				4								10		
2.4	Project Website					40								40		
2.5	3D Visualizations	2											Listed as Direct Expense	2		
2.6	Additional Stakeholder Meetings (7)	6				4								10		
3.0	RIGHT OF WAY	0	0	0	0	8	0	0	0	0	0			8	1,080.00	
3.1	Identify preliminary right of way needs (8)					8								8		
4.0	TOPOGRAPHIC SURVEY	0	0	0	8		48	0	60	0	0			116	20,340.00	
4.1	Topographic survey and basemapping				8		48		60					116		
5.0	ENVIRONMENTAL	2	0	0	0		36	24	0	0	0			62	7,440.00	
5.1	Phase I Environmental Site Assessment	2										Listed as Direct Expense		2		
5.2	Wetland delineation						36	24						60		
6.0	GEOTECHNICAL EVALUATION	2	0	0	0	2	0	0	0	0	0			4	750.00	
6.1	Geotechnical investigation											Listed as Direct Expense		0		
6.2	Geotechnical Evaluation Report and Materials Design Recommendation	2				2								4		
7.0	UTILITY IDENTIFICATION AND COORDINATION	2	0	0	0	4	16	0	0	0	0			22	2,780.00	
7.1	Preliminary utility identification and coordination (9)	2				4	16							22		
8.0	TRAFFIC FORECASTING AND ANALYSIS	6	50	0	0	0	168	0	0	0	20			244	30,370.00	
8.1	Data collection		8				32				20			60		
8.2	Existing traffic operation analysis		2				16							18		
8.3	Safety analysis		4				16							20		
8.4	Existing Traffic Operation and Safety Technical Memorandum	2	2				8							12		
8.5	Develop traffic forecasts		4				16							20		
8.6	Traffic Modeling and Forecasting Technical Memorandum	2	2				4							8		
8.7	Existing and no-build traffic operation analysis		8				20							28		
8.8	Access review and evaluation		2				8							10		
8.9	Alternatives development		16				40							56		
8.10	Traffic Recommendations Technical Memorandum	2	2				8							12		

Task	Description	HOURS											BRAUN INTERTEC	MARTINEZ GEOSPATIAL	TEAM TOTAL	TASK TOTAL COST
		ALLIANT														
		Project Manager	Associate	Sr Prof Engineer	Prof Land Surveyor	Prof Engineer/ Planner	Graduate Engineer (EIT)	Sr Environmental Specialist	2-person Survey Crew	Graphics/ Admin	Data Collection					
		Nelson	Grage	Fortune Nutzmann	Ekrem	Becker Johnson		Fehr								
9.0	PRELIMINARY DESIGN	10	0	84	0	292	328	0	0	0	0			714	93,020.00	
9.1	Alternative Analysis															
9.1.1	Conceptual design and typical section development (10)	2				100	120							222		
9.1.2	Grade separation conceptual design	2		64		80	80							226		
9.1.3	Preliminary railroad crossing design	2				16	24							42		
9.1.4	Summarize impacts in Alternatives Evaluation Matrix			2		8								10		
9.2	Project layout for preferred alternative	2		16		80	100							198		
9.3	Preliminary cost estimate	2		2		8	4							16		
10.0	STORMWATER MANAGEMENT AND HYDRAULICS EVALUATION	4	0	130	0	0	104	0	0	0	0			238	35,800.00	
10.1	Design Criteria and Regulatory Requirement Summary			2										2		
10.2	Stormwater meetings with city and watershed staff (11)	2		8										10		
10.3	Preliminary stormwater BMP design			72			48							120		
10.4	Preliminary storm sewer design			8			32							40		
10.5	Preliminary Stormwater Management Report (12)	2		40			24							66		
	PROJECT TOTAL HOURS	113	50	214	8	430	700	24	60	40	20		0	1659		
	Hourly Billing Rates	\$240	\$185	\$180	\$195	\$135	\$110	\$125	\$225	\$120	\$60					
	DIRECT LABOR	\$27,120	\$9,250	\$38,520	\$1,560	\$58,050	\$77,000	\$3,000	\$13,500	\$4,800	\$1,200			\$234,000		
SUBTOTAL LABOR COST															\$234,000.00	
DIRECT EXPENSES:																
Subconsultant: Braun Intertec - Phase I ESA															\$16,265.00	
Subconsultant: Braun Intertec - Geotechnical Analysis															\$18,730.00	
Subconsultant: Martinez Geospatial - 3D Visualizations															\$26,000.00	
StreetLogic Pro - Traffic data processing															\$3,000.00	
Open house mailings, printing, venue fees, etc.															\$1,500.00	
Mileage															\$500.00	
SUBTOTAL DIRECT EXPENSES															\$65,995.00	
PROJECT COST NOT TO EXCEED															\$299,995.00	

ASSUMPTIONS:

- (1) Includes monthly invoices, progress reports, and maintenance of Action Item list.
- (2) Weekly phone calls or Teams meetings starting two weeks after the kickoff meeting (March through July 2025). 10 meetings assumed - cost per meeting = \$360.
- (3) Assumes kickoff meeting in February 2024 and PMT meetings through July 2024. 6 meetings assumed - cost per meeting = \$1,230.
- (4) Hours include preparation of agendas, minutes, and other supporting materials as needed.
- (5) Assumes two public open houses per the RFP and includes direct mailings, other digital outreach, graphics and supporting materials, and preparing meeting summaries.

- (6) Assumes three additional meetings per the RFP. Hours include preparing meeting summaries and supporting graphics as needed.
- (7) Assumes three additional meetings. Hours include preparing agendas, minutes, and supporting graphics as needed.
- (8) Includes preparing a summary table that lists right-of-way needs and estimated costs for each affected parcel.
- (9) Includes one utility coordination meeting per RFP.
- (10) Includes development of up to 3 conceptual layouts and schematic cross sections for PMT review.
- (11) Assumes two meetings per the RFP. Hours include preparing agendas, minutes, and supporting graphics as needed.
- (12) Includes preliminary evaluation of floodplain impacts.



Date: 1/21/2025

**Joint Powers Agreement State of Minnesota Federal Background Checks - Fire
Department**

Proposed Action

Staff recommends adoption of the following motion: Move to approve a Joint Powers Agreement with State of Minnesota for Federal Background Checks for the fire department.

Overview

This Agreement is between the State of Minnesota and the City of Lakeville on behalf of the city's fire department. It is to make criminal background checks a part of the hiring process for prospective employees.

Supporting Information

1. Lakeville Fire Dept_NCJA Background Check_JPA

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Safety Throughout the Community Report Completed by: Michael Meyer, Fire Chief
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Joint Powers Agreement

State of Minnesota

Federal Background Checks

ORI – NCJMN0137
SWIFT Contract # 260654

This Agreement is between the State of Minnesota, acting through its commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Lakeville on behalf of its Fire Department ("Governmental Unit").

Recitals

- 1 Under Minnesota Statutes § 471.59, the BCA and Governmental Unit are empowered to engage in such agreements as are necessary to exercise their powers.
- 2 The BCA is the State Identification Bureau for the State of Minnesota and is responsible for fingerprint identification services including submission of civil, fingerprint-based background checks to the Federal Bureau of Investigation ("FBI") subsequent to conducting Minnesota records checks.
- 3 The Governmental Unit has a state statute, Minnesota Statutes, § 299F.035, that has been approved by the United States Attorney General as compliant with Public Law 92-544.
- 4 The Governmental Unit wants to access federal data in support of its duties to conduct background checks as provided by law.
- 5 The purpose of this Joint Powers Agreement is to memorialize the requirements for Governmental Unit to obtain access and the limitations that apply to the information that Governmental Unit obtains.

Agreement

- 1 **Term of Agreement**
 - 1.1 **Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2 **Expiration Date.** This Agreement expires five years from the date it is effective.
- 2 **Agreement Between the Parties**
 - 2.1 **Request Submission.** Governmental Unit agrees that it will collect fingerprints from those individuals for whom a Minnesota and federal fingerprint-based background check will be conducted. Governmental Unit will forward the fingerprints and other documentation to the BCA. The fingerprints will be captured so they meet the requirements of National Institute of Standards and Technology Special Publication 500-290. The Governmental Unit will ensure that all fields required on the fingerprint card are completed.

Fingerprints received by Governmental Unit will be forwarded to the BCA using a secure method.
 - 2.2 **Request Processing.** On receipt of fingerprints that conform to the requirements of Clause 2.1, the BCA will conduct a check of the Minnesota criminal history repository

for any records that match the fingerprints submitted. Any results of a fingerprint match in Minnesota will be returned to the Governmental Unit with the federal results.

The BCA will also forward the fingerprints to the FBI for processing. The BCA will receive the response from the FBI, redact any data the Governmental Unit is not entitled to receive and forward the results to the Governmental Unit.

- 2.3 Policies.** The FBI and BCA have laws and policies on access, use, audit, dissemination, screening (pre-employment), security, training, and use of the criminal history results. These FBI and BCA policies, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us//noncrim/launchpad/index.pl>. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement.
- 2.4 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.5 Requirement to Update Information.** The parties agree that if there is a change to any of the information, whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change.
- 2.6 Compliance with Personnel Security Requirements.** Per Minnesota Statutes § 299C.46, employees of a Governmental Unit who review results of background checks will be required to take security awareness training and pass a federal, fingerprint-based background check. Any information technology staff who support the work of Governmental Unit and who have physical or logical access to criminal history information will also be required to take security awareness training and pass a federal, fingerprint-based background check and may need to sign a security addendum certification. All required training by Governmental Unit employees will be completed prior to reviewing or handling background checks.

3 Payment

Governmental Unit will pay the BCA for all services performed under this Agreement. For each background check that is processed by BCA, Governmental Unit will pay the fee identified at <https://dps.mn.gov/divisions/bca/Documents/Background-check-fees.pdf>. There is an additional \$10.00 fee if the fingerprints are taken at BCA.

4 Authorized Representatives

BCA's Authorized Representative is the person below, or her successor:

Name: Diane Bartell, Deputy Superintendent
Address: Dept. of Public Safety; Bureau of Criminal Apprehension
1430 Maryland Avenue East
Saint Paul, MN 55106
Telephone: 651.793.2590
Email Address: Diane.Bartell@state.mn.us

Governmental Unit's Authorized Representative is the person below, or his/her successor:

Name: Michael Meyer, Fire Chief
Address: 9465 185th St
Lakeville, MN 55044
Telephone: 952.985.4700
Email Address: mmeyer@lakevillemn.gov

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except that described in Clause 2.5 above, must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and behavior and the results thereof to the extent authorized by law and shall not be responsible or liable for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Torts Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by the Minnesota Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law.

7 Audits

- 7.1** Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, State Auditor, or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.
- 7.2** Under applicable state and federal law and policy, the Governmental Unit's records are subject to examination by the BCA and the FBI to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The BCA and Governmental Unit must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minnesota Statutes §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the BCA or the Governmental Unit.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of

Governmental Unit.

9.1 Investigation. Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions.

9.2.1 Under this Agreement, Governmental Unit must determine if and when an involved Individual User is disciplined due to inappropriate use of data. Governmental Unit may decide to suspend or terminate access and the decision must be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to temporarily suspend or eliminate an Individual User's access to data and will notify Governmental Unit if an Individual User is affected.

9.2.2 If the BCA determines the Governmental Unit has jeopardized the integrity of the information, BCA may temporarily stop providing some or all the information under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within 30 days of the affected party receiving that notice.

12 E-Verify Certification (In accordance with Minnesota Statutes § 16C.075)

For services valued in excess of \$50,000, Governmental Unit certifies that as of the date of services performed by the BCA, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the

Governmental Unit. Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the *E-Verify Subcontractor Certification Form* available at <http://www.mmd.admin.state.mn.us/doc/VerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Governmental Unit and made available to the BCA upon request.

13 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and 10. Venue.

BCA and the Governmental Unit indicate their agreement and authority to execute this Agreement by signing below.

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

By and Title: _____
Governmental Unit

Date

DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

By and Title: _____
(with delegated authority)

Date

COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date



Date: 1/21/2025

2025 Community Development Block Grant Application

Proposed Action

Staff recommends adoption of the following motion: Move to adopt a resolution authorizing the submittal of the 2025 Community Development Block Grant (CDBG) application in the amount of \$143,412.

Overview

Dakota County is expected to receive approximately \$1.87 million of the federal allocation for the Community Development Block Grant program. This amount is divided between 14 cities, as well as a consortium of townships and small cities throughout Dakota County.

The City has been informed that it will be receiving approximately \$143,412 in Community Development Block Grant funding in program year 2025. Use of these funds is contingent upon the City submitting and receiving approval of an application to the Dakota County Community Development Agency (CDA) that identifies activities that meet at least one of the federal objectives of either benefiting low/moderate income persons, eliminating slum and blight or for planning purposes. At least 50% of the proposed activities for 2024 must be activities or projects that provide benefit to low/moderate income (LMI) individuals. A breakout of the recommended allocation for program year 2024 is included in Attachment A.

In 2025, CDBG funds are proposed to be used to provide programming to seniors at the Heritage Center, provide assistance to Lakeville seniors with outdoor chores and minor home repairs, fund the Lakeville LOOP (a weekly circulator bus service for Lakeville seniors), update the Downtown Development Guide and conduct an industry cluster analysis study. Additionally, the Home Improvement Loan program will be used to assist qualifying residents in need of home improvements by providing interest free loans.

Supporting Information

1. CDBG Application PY2025 Attachment A
2. Lakeville CDBG Application PY2025
3. CDBG Application PY2025 Resolution
4. Lakeville estimated PY2025 funds letter
5. Home Improvement Loan Program

Financial Impact: \$143,412 **Budgeted:** No **Source:** Community Development Block Grant

Envision Lakeville Community Values: Diversified Economic Development

Report Completed by: Kati Bachmayer, Economic Development Manager

2025 CDBG Application

The Dakota County Community Development Agency (CDA) requires that all cities submit applications with at least 50% of the proposed allocation for PY2025 be activities or projects that provide benefit to low/moderate income (LMI) individuals. The CDA also requires that applications do not exceed 35% for public service activities and 15% for planning activities from the total proposed allocation.

One of the more commonly identified LMI activities in Dakota County is the Home Improvement Loan Program administered by the Dakota County CDA. Preservation of the existing residential neighborhoods adjacent to Downtown have been identified as a goal of the City Council in the Downtown Development Guide. Another area identified by staff is the Valley Park area, one of Lakeville's older neighborhoods. Information about the program can be found at <https://www.dakotacda.org/housing-resources/homeownership/home-improvement-loan-program/>. Staff recommends funding this program at \$71,707.

The City of Lakeville has partnered with DARTS since late 2017 on the Lakeville LOOP, a senior circulator bus service that runs five hours a day for one day a week, which picks up residents at senior housing locations and manufactured home parks, and drops off at locations throughout Lakeville upon request. Over 130 rider registrations have been received since the LOOP's inception. More information about the program can be found at <https://www.lakevillemn.gov/824/Lakeville-LOOP-Circulator-Bus>. The \$35,000 request will be used to continue the service into 2025.

Senior Services has been a very popular program at the Heritage Center, serving over 600 seniors in 2024. Since 2018, the City of Lakeville has partnered with DARTS to fund outdoor chores and minor home repairs services to senior citizens under this CDBG activity. The total allocation request for Senior Services is \$15,194.

Finally, Community Development staff has a goal of completing economic development planning in the coming year. Staff recommends requesting an additional \$3,000 to update the 2018 Downtown Development Guide and \$18,511 to conduct an industry cluster analysis study, as identified by Goal 4 in the 2024-2028 Economic Development Strategic Plan.

The 2025 CDBG application is recommended to be submitted as follows (the previous year's allocation is provided below as a reference):

2025 Program Activities		2024 Program Activities	
Housing Rehab	\$71,707	Housing Rehab	\$58,284
Senior Transportation	\$35,000	Senior Transportation	\$25,000
Senior Services	\$15,194	Senior Services	\$15,798
Downtown Development Guide Update	\$3,000	Downtown Development Guide Update	\$17,485
Industry Cluster Analysis Study	\$18,511	<i>(intentionally blank)</i>	
TOTAL Allocation	\$143,412	TOTAL Allocation	\$116,567

COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPLICATION FOR PROGRAM YEAR 2025

Application must be received by the Dakota County Community Development Agency
NO LATER THAN FRIDAY, JANUARY 17, 2025
For July 1, 2025 – June 30, 2026

General Information

Applicant Name: City of Lakeville		UEI #: KL8UN7NHZAS3
Contact Name: Tina Goodroad, Community Development Director		
Applicant Address: 20195 Holyoke Avenue		
City, State, Zip: Lakeville, MN 55044		
Phone: 952-985-4421	Email: tgoodroad@lakevillemn.gov	

Proposed Activities

Activity	Requested Funding Amount
#1 Title: Housing Rehabilitation Loan Program	CDBG Request: \$ 71,707
#2 Title: Senior Transportation	CDBG Request: \$ 35,000
#3 Title: Senior Services	CDBG Request: \$ 15,194
#4 Title: Downtown Development Guide Updates	CDBG Request: \$ 3,000
#5 Title: Industry Cluster Analysis Study	CDBG Request: \$ 18,511
	Total Request: \$ 143,412

Contingency Funding Request:

Note the funding levels for activities if there is an increase or decrease in federal funding levels. Specify which activities should be fully funded at the requested level and which should be increased or decreased. If amount is increased = evenly distribute. If amount is decreased = decrease activity #5.

PLEASE NOTE: AT LEAST 50% of the proposed funding must qualify as a LOW/MOD benefit. NO MORE THAN 35% of the any one community's proposed funding can be for PUBLIC SERVICES. Because public services may not account for more than 15% of the County's total funding, public service requests may be decreased once all applications are submitted and reviewed by CDA staff. NO MORE than 10% of any one community's funding can be used for PLANNING.

Certification

I certify that the information contained in this application is true and correct and that it contains no misrepresentations, falsifications, intentional omissions, or concealment of material facts. I further certify that no contracts have been awarded, funds committed, or construction begun on the proposed project(s), and that none will be made prior to notification from the Dakota County CDA based on HUD's issuance of a Release of Funds Notice.

Signature of Authorized Official

Date

Title of Authorized Official

**PLEASE ATTACH THE RESOLUTION OF THE GOVERNING BODY SHOWING APPROVAL
OF THE REQUEST FOR CDBG FUNDS.**

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 1

Activity Title: Housing Rehabilitation Loan Program

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

The Housing Rehabilitation Loan Program provides interest free loans in amounts up to \$35,000 to homeowners in Lakeville who meet equity and credit requirements and low/moderate income requirements. Those who qualify for the Housing Rehabilitation Loan Program will benefit from the structural integrity of the redevelopment of their properties. Residents and the City will also benefit from the increased market value and subsequent increased tax revenues generated from improved properties. The City of Lakeville is committed to supporting the continued viability of existing residential structures and neighborhoods throughout the entire community. The Housing Rehabilitation Loan Program will provide up to \$35,000 loans to low/moderate income individuals that would be deferred until the sale of the property at which time repayment of the loan would be expected in full. The loans provide for necessary improvements to the home to maintain the quality of the housing stock in the community. This is a city-wide program. In 2023, Lakeville was estimated to have 27,000 housing units and 25,800 households.

Has this Activity received CDBG funding before?

☒ Yes

☐ No

Check the eligible activity category of the proposed activity: *(See attached definitions)*

Affordable Rental Housing ☐ Rehabilitation of Multi-Unit Residential ☐ Fair Housing Activities ☐ Energy Efficiency Improvements	Public Services ☐ Senior Services ☐ Youth Services ☐ Transportation Services ☐ Operational Support
Affordable Homeowner Housing ☐ Homeownership Assistance ☐ New (Re)Construction Homeowner Housing ☒ Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential ☐ Fair Housing Activities	Public Facilities ☐ Recreational Parks ☐ Public Water/Sewer Improvements ☐ Street Improvements ☐ Sidewalks ☐ Assessment Abatement ☐ ADA Improvements
Homelessness ☐ Coordinated Access to Services & Shelter ☐ Housing Stabilization ☐ Emergency Shelter Operation	Neighborhood Revitalization ☐ Acquisition of Real Property ☐ Clearance and Demolition ☐ Clean-up of Contaminated Site
Economic Development ☐ Employment Training ☐ Economic Development Assistance ☐ Rehabilitation of Commercial/Industrial Buildings ☐ Micro-Enterprise Assistance ☐ Relocation	Planning and Administration ☐ Planning ☐ Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? ☒ Yes ☐ No

Is this a time-specific project? ☐ Yes ☒ No

If this is a time-specific project, please note the start and end dates below:

Proposed Activity Start Date: Ongoing

Proposed Activity Completion Date: Ongoing

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|--|--|
| ☐ Low/Mod Area Benefit | ☐ Low/Mod Limited Clientele Benefit |
| ☒ Low/Mod Housing Benefit | ☐ Low/Mod Jobs Benefit |
| ☐ Slum/Blight Area Benefit | ☐ Slum/Blight Spot Benefit |
| ☐ Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> Click or tap here to enter text. | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*
[Click or tap here to enter text.](#)

How many residents live in this area? [Click or tap here to enter text.](#)

What is the percentage of low and moderate-income beneficiaries? [Click or tap here to enter text.](#)%

How was this documented? ☐ HUD Data ☐ Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? TBD based upon applications Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
Citywide

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? [Click or tap here to enter text.](#) People [Click or tap here to enter text.](#) Households (Please choose either People or Households for each project).

How will income be verified?

- ☐ Income Verification Request Forms
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self Certification (Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)
- ☐ Presumed benefit (HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled persons, homeless persons, persons living with AIDS, migrant farm workers)

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? ☐ Create ☐ Retain
For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? ☐ Yes ☐ No

What percent of permanent FTEs will be held by or available to low/mod income persons? [Click or tap here to enter text.](#) %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot? [Click or tap here to enter text.](#)

(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be? [Click or tap here to enter text.](#)

If Slum/Blight Area, what percent of buildings are deteriorated? [Click or tap here to enter text.](#)%

IV. Proposed Objectives and Outcomes

Indicate the proposed objective and outcome of the activity/project.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
Objective #1 Suitable Living Environment	☐ Accessibility for the purpose of creating a suitable living environment	☐ Affordability for the purpose of creating a suitable living environment	☒ Sustainability for the purpose of creating a suitable living environment
Objective #2 Decent Housing	☐ Accessibility for the purpose of providing decent housing	☐ Affordability for the purpose of providing decent housing	☒ Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	☐ Accessibility for the purpose of creating economic opportunities	☐ Affordability for the purpose of creating economic opportunities	☐ Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- ☐ People _____
 ☐ Public Facilities _____
 ☐ Businesses _____
- ☒ Households TBD
☐ Jobs _____
 ☐ Organizations _____
- ☐ Housing Units _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ 71,707

Total CDBG Request: \$ 71,707

CDBG Percent of Total Cost: 100%

Describe all funding sources.

Source of Funds	Amount	Committed	Pending
CDBG PY25	\$ 71,707	☐	☒
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Total:	\$ 71,707	☐	☒

Please itemize project expenses, using the following guidance as applicable:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
Construction/rehabilitation costs	\$ 71,707	\$ 71,707	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Total:	\$ 71,707	\$ 71,707	\$ Click or tap here to enter text.

* * * * *

***Please review each section for completeness.
Each activity should have separate Sections I through V.***

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 2

Activity Title: Senior Transportation

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

The City of Lakeville has a subrecipient agreement with DARTS to provide circulator bus service to senior citizens (age 62 and older), people with disabilities, and individuals who qualify based on income. Bus service runs one day a week for five hours per day. It provides rides at a reasonable, all-you-can-ride day fare to seniors at seven senior housing facilities four manufactured home parks and takes them to various locations in the city. This senior transportation service is known as the Lakeville LOOP and has over 126 riders registered for the program.

Has this Activity received CDBG funding before? ☒ Yes ☐ No

Check the eligible activity category of the proposed activity: (See attached definitions)

Affordable Rental Housing ☐ Rehabilitation of Multi-Unit Residential ☐ Fair Housing Activities ☐ Energy Efficiency Improvements	Public Services ☒ Senior Services ☐ Youth Services ☒ Transportation Services ☐ Operational Support
Affordable Homeowner Housing ☐ Homeownership Assistance ☐ New (Re)Construction Homeowner Housing ☐ Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential ☐ Fair Housing Activities	Public Facilities ☐ Recreational Parks ☐ Public Water/Sewer Improvements ☐ Street Improvements ☐ Sidewalks ☐ Assessment Abatement ☐ ADA Improvements
Homelessness ☐ Coordinated Access to Services & Shelter ☐ Housing Stabilization ☐ Emergency Shelter Operation	Neighborhood Revitalization ☐ Acquisition of Real Property ☐ Clearance and Demolition ☐ Clean-up of Contaminated Site
Economic Development ☐ Employment Training ☐ Economic Development Assistance ☐ Rehabilitation of Commercial/Industrial Buildings ☐ Micro-Enterprise Assistance ☐ Relocation	Planning and Administration ☐ Planning ☐ Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? ☒ Yes ☐ No

Is this a time-specific project? ☐ Yes ☒ No

If this is a time-specific project, please note the start and end dates below:

Proposed Activity Start Date: Ongoing

Proposed Activity Completion Date: Ongoing

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|--|---|
| ☐ Low/Mod Area Benefit | ☒ Low/Mod Limited Clientele Benefit |
| ☐ Low/Mod Housing Benefit | ☐ Low/Mod Jobs Benefit |
| ☐ Slum/Blight Area Benefit | ☐ Slum/Blight Spot Benefit |
| ☐ Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> Click or tap here to enter text. | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*
[Click or tap here to enter text.](#)

How many residents live in this area? [Click or tap here to enter text.](#)

What is the percentage of low and moderate-income beneficiaries? [Click or tap here to enter text.](#)%

How was this documented? ☐ HUD Data ☐ Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? [Click or tap here to enter text.](#) Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
[Click or tap here to enter text.](#)

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? 100+ People [Click or tap here to enter text.](#) Households (Please choose either People or Households for each project).

How will income be verified?

- ☒ Income Verification Request Forms
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self Certification (Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)
- ☒ Presumed benefit (HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled persons, homeless persons, persons living with AIDS, migrant farm workers)

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? ☐ Create ☐ Retain
For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? ☐ Yes ☐ No

What percent of permanent FTEs will be held by or available to low/mod income persons? [Click or tap here to enter text.](#) %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot? [Click or tap here to enter text.](#)

(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be? [Click or tap here to enter text.](#)

If Slum/Blight Area, what percent of buildings are deteriorated? [Click or tap here to enter text.](#)%

IV. Proposed Objectives and Outcomes

Indicate the proposed objective and outcome of the activity/project.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
Objective #1 Suitable Living Environment	☒ Accessibility for the purpose of creating a suitable living environment	☐ Affordability for the purpose of creating a suitable living environment	☐ Sustainability for the purpose of creating a suitable living environment
Objective #2 Decent Housing	☐ Accessibility for the purpose of providing decent housing	☐ Affordability for the purpose of providing decent housing	☐ Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	☐ Accessibility for the purpose of creating economic opportunities	☐ Affordability for the purpose of creating economic opportunities	☐ Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- ☒ People 100+
☐ Public Facilities _____
 ☐ Businesses _____
- ☐ Households _____
 ☐ Jobs _____
 ☐ Organizations _____
- ☐ Housing Units _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ 35,000

Total CDBG Request: \$ 35,000

CDBG Percent of Total Cost: 100%

Describe all funding sources.

Source of Funds	Amount	Committed	Pending
CDBG PY25	\$ 35,000	☐	☒
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Total:	\$ 35,000	☐	☒

Please itemize project expenses, using the following guidance as applicable:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
Bus service	\$ 35,000	\$ 35,000	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Total:	\$ 35,000	\$ 35,000	\$ Click or tap here to enter text.

* * * * *

***Please review each section for completeness.
Each activity should have separate Sections I through V.***

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 3

Activity Title: Senior Services

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

The City of Lakeville values living options for people of all ages and stages of life and strives to be a community where residents can age in place. This Community Value aligns with Dakota County's Homes for a Lifetime initiative, which gives aging residents the ability to live in their own homes for as long as safely, confidently, and comfortably possible.

The Senior Services program offers reduced rates to seniors (age 62 and older) in order to expand accessibility and reduce barriers to participation in Lakeville Heritage Center membership and programming. Lakeville Parks and Recreation staff served 605 seniors in 2024, by paying for applicants' eligible activities.

This activity will also provide assistance to Lakeville seniors by paying for eligible DARTS Outdoor Chores and Minor Home Repair services. The Outdoor Chores program assists Lakeville senior residents (62 and older) with home maintenance chores such as snow removal, lawn mowing, weeding gardens and small tree and shrub trimming. Minor Home Repair services assist seniors with safety and accessibility solutions, as well as providing more aesthetic solutions like minor painting jobs and power washing. Over 65 seniors were helped by these services in 2024.

Has this Activity received CDBG funding before?

☒ Yes

☐ No

Check the eligible activity category of the proposed activity: *(See attached definitions)*

Affordable Rental Housing ☐ Rehabilitation of Multi-Unit Residential ☐ Fair Housing Activities ☐ Energy Efficiency Improvements	Public Services ☒ Senior Services ☐ Youth Services ☐ Transportation Services ☐ Operational Support
Affordable Homeowner Housing ☐ Homeownership Assistance ☐ New (Re)Construction Homeowner Housing ☐ Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential ☐ Fair Housing Activities	Public Facilities ☐ Recreational Parks ☐ Public Water/Sewer Improvements ☐ Street Improvements ☐ Sidewalks ☐ Assessment Abatement ☐ ADA Improvements
Homelessness ☐ Coordinated Access to Services & Shelter ☐ Housing Stabilization ☐ Emergency Shelter Operation	Neighborhood Revitalization ☐ Acquisition of Real Property ☐ Clearance and Demolition ☐ Clean-up of Contaminated Site
Economic Development ☐ Employment Training ☐ Economic Development Assistance ☐ Rehabilitation of Commercial/Industrial Buildings ☐ Micro-Enterprise Assistance ☐ Relocation	Planning and Administration ☐ Planning ☐ Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? ☒ Yes ☐ No

Is this a time-specific project? ☐ Yes ☒ No

If this is a time-specific project, please note the start and end dates below:

Proposed Activity Start Date: Ongoing

Proposed Activity Completion Date: Ongoing

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|--|---|
| ☐ Low/Mod Area Benefit | ☒ Low/Mod Limited Clientele Benefit |
| ☐ Low/Mod Housing Benefit | ☐ Low/Mod Jobs Benefit |
| ☐ Slum/Blight Area Benefit | ☐ Slum/Blight Spot Benefit |
| ☐ Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> Click or tap here to enter text. | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*
[Click or tap here to enter text.](#)

How many residents live in this area? [Click or tap here to enter text.](#)

What is the percentage of low and moderate-income beneficiaries? [Click or tap here to enter text.](#)%

How was this documented? ☐ HUD Data ☐ Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? [Click or tap here to enter text.](#) Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
[Click or tap here to enter text.](#)

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? 600+ People [Click or tap here to enter text.](#) Households (Please choose either People or Households for each project).

How will income be verified?

- ☐ Income Verification Request Forms
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self Certification (Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)
- ☒ Presumed benefit (HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled persons, homeless persons, persons living with AIDS, migrant farm workers)

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? ☐ Create ☐ Retain
For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? ☐ Yes ☐ No

What percent of permanent FTEs will be held by or available to low/mod income persons? [Click or tap here to enter text.](#) %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot? [Click or tap here to enter text.](#)

(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be? [Click or tap here to enter text.](#)

If Slum/Blight Area, what percent of buildings are deteriorated? [Click or tap here to enter text.](#)%

IV. Proposed Objectives and Outcomes

Indicate the proposed objective and outcome of the activity/project.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
Objective #1 Suitable Living Environment	☐ Accessibility for the purpose of creating a suitable living environment	☐ Affordability for the purpose of creating a suitable living environment	☒ Sustainability for the purpose of creating a suitable living environment
Objective #2 Decent Housing	☐ Accessibility for the purpose of providing decent housing	☐ Affordability for the purpose of providing decent housing	☒ Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	☐ Accessibility for the purpose of creating economic opportunities	☐ Affordability for the purpose of creating economic opportunities	☐ Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- ☐ People 500+
☐ Public Facilities _____
 ☐ Businesses _____
- ☐ Households _____
 ☐ Jobs _____
 ☐ Organizations _____
- ☐ Housing Units _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ 20,000

Total CDBG Request: \$ 15,194

CDBG Percent of Total Cost: [Click or tap here to enter text.](#)%

Describe all funding sources.

Source of Funds	Amount	Committed	Pending
CDBG	\$ 15,194	☐	☒
City of Lakeville	\$ 4,806	☒	☐
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Total:	\$ 20,000	☒	☒

Please itemize project expenses, using the following guidance as applicable:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
Senior Services (Heritage Center programming. Contracted outdoor chores services and minor home repair services)	\$ 20,000	\$ 15,194	\$ 4,806
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Total:	\$20,000	\$ 15,194	\$ 4,806

* * * * *

***Please review each section for completeness.
Each activity should have separate Sections I through V.***

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 4

Activity Title: Downtown Development Guide Updates

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

In 2018, the City of Lakeville completed a Downtown Development Guide Update as a strategic planning process to identify the City's vision and strategic initiatives for Downtown Lakeville. The city has seen significant change in its downtown since 2018 and is looking to refine its goals for this area. The City of Lakeville will hire a consultant to engage local stakeholders in the planning process.

Has this Activity received CDBG funding before? ☒ Yes ☐ No

Check the eligible activity category of the proposed activity: (See attached definitions)

Affordable Rental Housing ☐ Rehabilitation of Multi-Unit Residential ☐ Fair Housing Activities ☐ Energy Efficiency Improvements	Public Services ☐ Senior Services ☐ Youth Services ☐ Transportation Services ☐ Operational Support
Affordable Homeowner Housing ☐ Homeownership Assistance ☐ New (Re)Construction Homeowner Housing ☐ Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential ☐ Fair Housing Activities	Public Facilities ☐ Recreational Parks ☐ Public Water/Sewer Improvements ☐ Street Improvements ☐ Sidewalks ☐ Assessment Abatement ☐ ADA Improvements
Homelessness ☐ Coordinated Access to Services & Shelter ☐ Housing Stabilization ☐ Emergency Shelter Operation	Neighborhood Revitalization ☐ Acquisition of Real Property ☐ Clearance and Demolition ☐ Clean-up of Contaminated Site
Economic Development ☐ Employment Training ☐ Economic Development Assistance ☐ Rehabilitation of Commercial/Industrial Buildings ☐ Micro-Enterprise Assistance ☐ Relocation	Planning and Administration ☒ Planning ☐ Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? ☒ Yes ☐ No

Is this a time-specific project? ☒ Yes ☐ No

If this is a time-specific project, please note the start and end dates below:

Proposed Activity Start Date: 2025

Proposed Activity Completion Date: 2026

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|--|--|
| ☐ Low/Mod Area Benefit | ☐ Low/Mod Limited Clientele Benefit |
| ☐ Low/Mod Housing Benefit | ☐ Low/Mod Jobs Benefit |
| ☐ Slum/Blight Area Benefit | ☐ Slum/Blight Spot Benefit |
| | ☒ Planning |
| ☐ Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> Click or tap here to enter text. | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*
[Click or tap here to enter text.](#)

How many residents live in this area? [Click or tap here to enter text.](#)

What is the percentage of low and moderate-income beneficiaries? [Click or tap here to enter text.](#)%

How was this documented? ☐ HUD Data ☐ Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? [Click or tap here to enter text.](#) Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
[Click or tap here to enter text.](#)

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? [Click or tap here to enter text.](#) People [Click or tap here to enter text.](#) Households (Please choose either People or Households for each project).

How will income be verified?

- ☐ Income Verification Request Forms
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self Certification (Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)
- ☐ Presumed benefit (HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled persons, homeless persons, persons living with AIDS, migrant farm workers)

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? ☐ Create ☐ Retain
For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? ☐ Yes ☐ No

What percent of permanent FTEs will be held by or available to low/mod income persons? [Click or tap here to enter text.](#) %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot? [Click or tap here to enter text.](#)

(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be? [Click or tap here to enter text.](#)

If Slum/Blight Area, what percent of buildings are deteriorated? [Click or tap here to enter text.](#) %

IV. Proposed Objectives and Outcomes

Indicate the proposed objective and outcome of the activity/project.

	Outcome #1 Availability/Accessibility	Outcome #2 Affordability	Outcome #3 Sustainability
Objective #1 Suitable Living Environment	☐ Accessibility for the purpose of creating a suitable living environment	☐ Affordability for the purpose of creating a suitable living environment	☐ Sustainability for the purpose of creating a suitable living environment
Objective #2 Decent Housing	☐ Accessibility for the purpose of providing decent housing	☐ Affordability for the purpose of providing decent housing	☐ Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	☐ Accessibility for the purpose of creating economic opportunities	☐ Affordability for the purpose of creating economic opportunities	☒ Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- ☐ People _____
 ☐ Public Facilities _____
 ☒ Businesses approx. 50
- ☐ Households _____
 ☐ Jobs _____
 ☐ Organizations _____
- ☐ Housing Units _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ 20,000

Total CDBG Request: \$ 3,000

CDBG Percent of Total Cost: 15%

Describe all funding sources.

Source of Funds	Amount	Committed	Pending
CDGB PY25	\$ 3,000	☐	☒
CDGB PY24	\$ 17,000	☒	☐
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Total:	\$ 20,000	☒	☒

Please itemize project expenses, using the following guidance as applicable:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
Planning project costs	\$ 20,000	\$ 3,000	\$ 17,000
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Total:	\$20,000	\$ 3,000	\$ 17,000

* * * * *

***Please review each section for completeness.
Each activity should have separate Sections I through V.***

I. Activity Title

Please complete the following Sections I-V for EACH proposed activity. (For example, if 3 activities are being proposed, there will be 3 sets of the following pages.)

Activity # 5

Activity Title: Industry Cluster Analysis Study

II. Activity Information

Describe the proposed activity in detail. Please be specific about purpose, location, number of people or households served, etc.

In 2024, the City of Lakeville completed its strategic planning process to identify the City's vision for economic development initiatives. This strategic plan included goals, strategies, and actions to implement on short term, long term or ongoing timelines. Lakeville has seen a 9% increase in population since 2020. The new strategic plan's Goal 4: Strengthen Lakeville's Local Tax Base, identifies a short-term action item to conduct an industry cluster analysis study which will help identify target industries for attraction to complement and support the City's existing commercial and industrial businesses and increase future employment – creating economic stability. The City of Lakeville plans to hire a consultant to engage local stakeholders and conduct market research for the creation of the Industry Cluster Analysis Study.

Has this Activity received CDBG funding before?

☐ Yes

☒ No

Check the eligible activity category of the proposed activity: *(See attached definitions)*

Affordable Rental Housing ☐ Rehabilitation of Multi-Unit Residential ☐ Fair Housing Activities ☐ Energy Efficiency Improvements	Public Services ☐ Senior Services ☐ Youth Services ☐ Transportation Services ☐ Operational Support
Affordable Homeowner Housing ☐ Homeownership Assistance ☐ New (Re)Construction Homeowner Housing ☐ Rehabilitation/ Energy Efficiency Improvement of Single Unit Residential ☐ Fair Housing Activities	Public Facilities ☐ Recreational Parks ☐ Public Water/Sewer Improvements ☐ Street Improvements ☐ Sidewalks ☐ Assessment Abatement ☐ ADA Improvements
Homelessness ☐ Coordinated Access to Services & Shelter ☐ Housing Stabilization ☐ Emergency Shelter Operation	Neighborhood Revitalization ☐ Acquisition of Real Property ☐ Clearance and Demolition ☐ Clean-up of Contaminated Site
Economic Development ☐ Employment Training ☐ Economic Development Assistance ☐ Rehabilitation of Commercial/Industrial Buildings ☐ Micro-Enterprise Assistance ☐ Relocation	Planning and Administration ☒ Planning ☐ Administration

Describe the activity schedule:

Is this a continuation of a previously funded activity? ☐ Yes ☒ No

Is this a time-specific project? ☒ Yes ☐ No

If this is a time-specific project, please note the start and end dates below:

Proposed Activity Start Date: 2025

Proposed Activity Completion Date: 2026

III. CDBG National Objective

CDBG funded projects/activities must meet one of the following program objectives. Check the objective for which the CDBG funds will be used.

- | | |
|--|--|
| ☐ Low/Mod Area Benefit | ☐ Low/Mod Limited Clientele Benefit |
| ☐ Low/Mod Housing Benefit | ☐ Low/Mod Jobs Benefit |
| ☐ Slum/Blight Area Benefit | ☐ Slum/Blight Spot Benefit |
| | ☒ Planning |
| ☐ Urgent Need (extremely rare; used only for emergencies): <i>(Please explain)</i> Click or tap here to enter text. | |

If you checked the Low/Mod Area Benefit box, please answer the following:

In what Census Tract/Block Group(s) do beneficiaries of your Activity live? *(Please include map)*
[Click or tap here to enter text.](#)

How many residents live in this area? [Click or tap here to enter text.](#)

What is the percentage of low and moderate-income beneficiaries? [Click or tap here to enter text.](#)%

How was this documented? ☐ HUD Data ☐ Survey
(Please include a copy of survey)

If you checked the Low/Mod Housing Benefit box, please answer the following:

How many Low/Mod Households will benefit? [Click or tap here to enter text.](#) Households
(Income eligibility must be verified by written documentation)

Where will this activity occur? *(Address of property, neighborhood, or citywide)*
[Click or tap here to enter text.](#)

If you checked the Low/Mod Limited Clientele Benefit box, please answer the following:

How many Low/Mod People or Households will benefit? [Click or tap here to enter text.](#) People [Click or tap here to enter text.](#) Households (Please choose either People or Households for each project).

How will income be verified?

- ☐ Income Verification Request Forms
- ☐ Eligibility Status for other Governmental Assistance program
- ☐ Self Certification (Must request source documentation of 20% of certifications and must inform beneficiary that all sources of income and assets must be included when calculating annual income)
- ☐ Presumed benefit (HUD presumes the following to be low and moderate-income: abused children, battered spouses, elderly persons (62+), severely disabled persons, homeless persons, persons living with AIDS, migrant farm workers)

If you checked the Low/Mod Jobs Benefit box, please answer the following:

To meet the requirements of the "Jobs" National Objective, the business being assisted must enter into an agreement showing commitment that at least 51% of jobs created or retained will be available to low/mod income persons. The business must also be prepared to provide a list of all jobs, detailed information about the jobs being created or retained, the selection and hiring process, and demographic information about the employees.

Will this activity create or retain full time equivalencies (FTEs)? ☐ Create ☐ Retain
For job(s) that are being retained, please provide evidence that the assisted business has issued a notice to affected employees or that the business has made a public announcement to that effect, OR an analysis of relevant financial records that shows the business is likely to cut back on employment in the near future without planned intervention.

Will the job(s) created or retained require a special skill? ☐ Yes ☐ No

What percent of permanent FTEs will be held by or available to low/mod income persons? [Click or tap here to enter text.](#) %

If you checked the Slum/Blight Area or Slum/Blight Spot Benefit box, please answer the following:

What are the boundaries of the slum/blight area or the address of the slum/blight spot? [Click or tap here to enter text.](#)

(Please provide letter from building inspector or other documentation noting deficiencies and include photos)

What deficiency will be corrected or the public improvement be? [Click or tap here to enter text.](#)

If Slum/Blight Area, what percent of buildings are deteriorated? [Click or tap here to enter text.](#)%

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Objective #2 Decent Housing	☐ Accessibility for the purpose of providing decent housing	☐ Affordability for the purpose of providing decent housing	☐ Sustainability for the purpose of providing decent housing
Objective #3 Economic Opportunity	☐ Accessibility for the purpose of creating economic opportunities	☐ Affordability for the purpose of creating economic opportunities	☒ Sustainability for the purpose of creating economic opportunities

Indicate how the activity outcome will be measured and projected number of beneficiaries.

- ☒ People _____
- ☐ Households _____
- ☐ Housing Units _____
- ☐ Public Facilities _____
- ☐ Jobs _____
- ☒ Businesses City-wide we
have approx 1,600
- ☐ Organizations _____

V. Project Budget

Provide the total project cost and CDBG request.

Total Project Cost: \$ 20,000

Total CDBG Request: \$ 18,511

CDBG Percent of Total Cost: 93%

Describe all funding sources.

Source of Funds	Amount	Committed	Pending
CDBG PY25	\$ 18,511	☐	☒
City of Lakeville	\$ 1,489	☒	☐
Click or tap here to enter text.	\$ Click or tap here to enter text.	☐	☐
Total:	\$ 20,000	☒	☒

Please itemize project expenses, using the following guidance as applicable:

- Acquisition & Improvement Costs - Include purchase price, closing costs, site improvements, clearance of toxic contaminants, and other acquisition and improvement costs
- Construction/Rehabilitation Costs - Include site improvements, construction (labor, materials, supplies), installation, permits and other construction/rehabilitation costs
- Professional Fees and Personnel Costs - Include architectural, engineering and code inspection fees, surveys, appraisals, legal fees, hazardous materials surveys, project management, and other professional/personnel fees
- Other Development Costs - Include relocation, financing costs, environmental reviews, environmental studies, and other development costs
- Eligible Costs for Planning Projects - Include professional services, project management costs, and other planning costs

Itemized Use of Funds/Expenses	Costs	CDBG Funds Requested	Other Funding Sources
Industry cluster analysis study	\$ 20,000	\$ 18,511	\$ 1,489
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.	\$ Click or tap here to enter text.
Total:	\$20,000	\$ 18,511	\$ 1,489

* * * * *

***Please review each section for completeness.
Each activity should have separate Sections I through V.***

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ELIGIBLE ACTIVITIES

Please Note: Although an activity may be deemed eligible for CDBG funding, it does not guarantee funding. The Community Development Needs for the CDBG Program in the Consolidated Plan lists the priority of needs and dictates which types of eligible activities may be funded in a given year. All activities must meet a National Objective.

CDBG funds may NOT be used for costs attributable to a building used for the general conduct of government, general government expenses, or political activities.

Acquisition/Disposition: Includes acquisition of real property, in whole or in part, by purchase, long-term lease, donation, or otherwise for any public purpose. Real property to be acquired may include land, air rights, easements, water rights, rights-of-way, buildings and other property improvements, or other interests in real property.

Demolition/Clearance: Includes clearance, demolition, and removal of buildings and improvements including movement of structures to other sites.

Economic Development Activities: Includes but are not limited to: (1) construction by the grantee or subrecipient of a business incubator designed to provide inexpensive space and assistance to new firms to help them become viable businesses, (2) loans to pay for the expansion of a factory or commercial business, and (3) training for by persons on welfare to enable them to qualify for jobs created by CDBG-assisted special economic development activities. The level of public benefit to be derived from the economic development activity must be appropriate given the amount of CDBG assistance.

Homeownership Assistance: Includes financial assistance for down payments, closing costs or other part of the purchase process and counseling for pre-purchase, post-purchase or foreclosure prevention.

Rehabilitation: Includes single-family rehabilitation, multi-family rehabilitation, energy efficiency improvements, public housing modernization, and rehabilitation of commercial properties.

Relocation: Includes relocation payments and assistance to displaced persons, including individuals, families, businesses, non-profits, and farms, where required under section 570.606 of the regulations (pursuant to the Uniform Relocation Act).

Public Facilities/Improvements: CDBG funds may be used by the subrecipient or other public or private nonprofit entities for the acquisition (including long term leases for periods of 15 years or more), construction, reconstruction, rehabilitation (including removal of architectural barriers to accessibility), or installation, of public improvements or facilities. This includes neighborhood facilities, firehouses, public schools, libraries, and shelters for homeless people, as well as water and/or sewer treatment plants. Buildings for the general conduct of government cannot be acquired or improved with CDBG funds.

Public Services: CDBG funds may be used to provide public services (including labor, supplies, and materials), provided that each of the following criteria is met: 1) The public service must be either a new service or a quantifiable increase in the level of service; and 2) The amount of CDBG funds obligated within a program year to support public service activities may not exceed 35% of a city's allocation and the total public services of all subrecipients may not exceed 15% of the total grant awarded to Dakota County for that year.

Planning: Includes studies, analysis, data gathering, preparation of plans, and identification of actions that will implement plans. The types of plans which may be paid for with CDBG funds include but are not limited to comprehensive plans, individual project plans, community development plans, capital improvement programs, small area and neighborhood plans, environmental and historic preservation studies, and functional plans (such as plans for housing, land use, energy conservation, or economic development). Except for small cities and townships, the amount of CDBG funds obligated within a program year to support planning activities may not exceed 15% of a community's allocation.

General Grant Administration: CDBG funds may be used for general administration costs incurred by a subrecipient to administer its CDBG program. CDBG grant funds obligated to general grant administration may not exceed 10% of the community's allocation. Administration costs directly associated with a CDBG activity should be part of the activity as project administration and are not considered general grant administration expenses. Please talk to the Dakota County CDA before you allocate funds to grant admin.

Planning and General Grant Administration Activities may not exceed 20% of the total grant awarded to Dakota County for that year.

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPLICATION
FOR FISCAL YEAR 2025 DAKOTA COUNTY COMMUNITY DEVELOPMENT
BLOCK GRANT FUNDING**

WHEREAS, the City of Lakeville is a participating jurisdiction with the Dakota County Community Development Block Grant (CDBG) Entitlement Program for Fiscal Year 2025 (starting July 1, 2025 and ending June 30, 2026); and

WHEREAS, the Dakota County Community Development Agency (CDA) is a Subgrantee of Dakota County for the administration of the CDBG Program; and

WHEREAS, the Dakota County CDA has requested Fiscal Year 2025 CDBG applications be submitted by January 17, 2024, based on an allocation of funds approved in the Annual Action Plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Lakeville hereby approves the following:

1. The Fiscal Year 2025 CDBG application is approved for submission to the Dakota County CDA.
2. The Mayor and City Administrator for the City of Lakeville are authorized to execute the application and all agreements and documents related to receiving and using the awarded CDBG funds.
3. The Dakota County CDA is designated as the administrative entity to carry out the CDBG program on behalf of the City of Lakeville, subject to future Subrecipient Agreements that may be required for specific CDBG-funded activities.

ADOPTED this 21st day of January, 2025.

By: _____
Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk



1228 Town Centre Drive | Eagan, MN 55123
PHONE 651-675-4400 | TDD/TTY 711
www.dakotacda.org

November 14, 2024

Ms. Tina Goodroad
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

RE: CDBG Program Year 2025 Allocation Estimate

Dear Ms. Goodroad,

Dakota County receives an annual allocation of Community Development Block Grant (CDBG) funds, which is a federal program administered by the Department of Housing and Urban Development (HUD). The program is designed to assist local governments with various community development projects and programs that primarily aid low- and moderate-income residents. Dakota County is considered an “Entitlement County”, and, as such, receives an annual allocation of federal CDBG funds. The Dakota County Board of Commissioners has chosen to allocate the CDBG funds amongst the various cities and townships in the County, as well use the funds for certain County programs. The Dakota County Community Development Agency (CDA) administers this program on behalf of Dakota County.

Each year, the city’s CDBG allocation is rebalanced to account for updated information in the American Community Survey provided by the Census Bureau for each city. Per HUD rules, the CDBG allocation is based on three factors: a community’s population, the number of people in poverty, and the number of overcrowded housing units. Each city receives a percentage of the annual Dakota County CDBG allocation based on the three factors. Because these factors change over time, the allocation each city receives will change over time.

The CDBG allocation Dakota County will receive for Program Year 2025 is not yet known and won’t be known until Congress passes and the President approves the Federal Fiscal Year 2025 federal budget. However, we believe it is prudent for each city to anticipate that the County will receive a similar amount to what was received for Program Year 2024, which was \$1,873,895.

The final Dakota County CDBG allocation affects the amount each city will receive for Program Year 2025. This amount may be more or less than what your city received for 2024. With that in mind, the estimated allocation for Lakeville for Program Year 2025 is **\$143,412**.

Please provide a contingency plan in your CDBG Program Year 2025 application that specifies which program(s) will receive more or less funding based on the final allocation. Please note that funding for any public service activities that the city may choose to fund with CDBG may be further reduced to ensure that the amount used for public services does not exceed 15 percent of the total Dakota County CDBG allocation.

If you have any questions, please feel free to contact me at (651) 675-4464 or mdykes@dakotacda.org.

Best Regards,
DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY

A handwritten signature in black ink that reads "Margaret M. Dykes". The signature is written in a cursive, flowing style.

Margaret M. Dykes
Asst. Director of Community and Economic Development

CC: Kati Bachmayer, Economic Development Manager



Home Improvement Loans in Dakota County No Interest – No Monthly Payment

Does your home need repairs that you can't afford to make? The Dakota County Community Development Agency (CDA) may be able to help!

The CDA's Home Improvement Loan (Loan) is an interest free loan program for low- and moderate-income homeowners in Dakota County. The Loan is repayable when your home is sold or you no longer live there – there are no monthly payments! Loans range from \$15,000 to \$35,000.

The Loan is commonly used for replacing roofs, siding, windows, furnaces, doors, and driveways. The CDA will inspect your home and work with you to determine the scope of the project. You will get bids and a cost reasonable estimate will be selected. After loan papers are signed, the contractor can begin work. Payments will be made directly to the contractor once the work has been completed and approved by you and the CDA.

To qualify, you must be a homeowner, have sufficient equity, a satisfactory credit history and a gross annual income under the limits in the following table:

Household Size	Maximum Income
1	\$68,500
2	\$78,250
3	\$88,250
4	\$97,800
5	\$105,650
6	\$113,450
7	\$121,300
8	\$129,100

*Income limits are as of May 2024 and are subject to change. Limits pertain to gross annual income of all members of the household.

You can apply for a Home Improvement Loan by returning a completed application to the CDA. Applications can be downloaded from the CDA's website at <https://www.dakotacda.org/housing-resources/homeownership/home-improvement-loan-program/> or request an application be mailed to you by calling 651-675-4462.



Date: 1/21/2025

Extension of Professional Services Agreement for Insurance Broker

Proposed Action

Staff recommends adoption of the following motion: Move to approve the extension of the Professional Service Agreement for Insurance Broker with NFP.

Overview

NFP has served as Lakeville's professional benefit insurance broker since 2006. Some of the major services they provide to Lakeville are: quarterly updates on benefit plans, communication on important benefit plan or IRS changes, and technology resources, to name a few. In 2019, a formal RFP process was completed and through that process the decision was to remain with NFP. The agreement at that time spanned from March 4, 2019 through February 29, 2024. In early February of 2024, council approved an extension of this professional services agreement to span from March 1, 2024 to February 28, 2025.

Since NFP continues to provide city staff with excellent customer service, communication, knowledge and expertise on all of our benefit lines, staff would like to extend this professional service for a three-year extension. The attached agreement reflects a term of March 1, 2025 through February 28, 2028. The 2019 original proposal is also attached for reference, as this is the proposal the extension of services is being based off of.

Supporting Information

1. 2025 NFP Professional Service Agreement
2. NFP's City of Lakeville RFP Proposal

Financial Impact: \$ Budgeted: Yes Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Alissa Frey, Human Resource Director

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made this 1st day of March, 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation ("City") and NFP Corporate Services (MN), Inc., a benefits consultant and insurance broker ("Consultant").

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

1. SCOPE OF SERVICES. The City retains Consultant to furnish the services set forth in the Contract Documents. The Consultant agrees to perform the services diligently and completely and in accordance with professional standards of conduct and performance.

2. CONTRACT DOCUMENTS. The following documents shall be referred to as the "Contract Documents," all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Professional Services Agreement.
- B. City of Lakeville Request for Benefit Consultant/Agent/Broker of Record for the City's Employee Benefits Program dated January 10, 2019.
- C. Consultant's proposal dated January 31, 2019 ("Proposal").

In the event of conflict among the provisions of the Contract Documents, the order in which they are listed above shall control in resolving any such conflicts with the document listed first having the first priority and the document listed last having the last priority.

3. TERM. This Agreement is for a period commencing March 1, 2025 through February 28, 2028.

4. COMPENSATION. Consultant shall be paid by the City for the services described in Contract Documents not to exceed the compensation provided in the Proposal, inclusive of reimbursables, taxes and other charges. The not to exceed fee shall not be adjusted if the estimated hours to perform a task, the number of estimated required meetings or any other estimate or assumption is exceeded. Consultant shall request payment for services rendered on a monthly basis. The monthly payment applications from Consultant shall identify work completed.

5. CHANGE ORDERS. All change orders, regardless of amount, must be approved in advance and in writing by the City. No payment will be due or made for work done in advance of such approval.

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

7. **STANDARD OF CARE.** Consultant shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by members of the profession under similar circumstances in Dakota County, Minnesota. Consultant shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss or damages proximately caused by Consultant's breach of this standard of care. City shall not be responsible for discovering deficiencies in the accuracy of Consultant's services. Consultant shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

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

9. **INDEMNIFICATION.** The Consultant shall indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, including costs and attorney's fees, arising out of or by reason of the execution or performance of the work or services provided for herein to the comparative extent they are caused by Consultant's negligent acts or omissions or those negligent acts or omissions of persons for whom Consultant is legally responsible.

10. **COPYRIGHT.** Consultant shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by them, and they shall hold harmless the City from loss or damage resulting therefrom.

11. **INSURANCE.** Consultant shall secure and maintain such insurance as will protect Consultant from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for amounts not less than:

Commercial General Liability	\$1,000,000 each occurrence/aggregate
	\$2,000,000 Products Completed Operations aggregate
Automobile Liability	
Excess/Umbrella Liability	\$250,000 per person/\$500,000 per accident
	\$1,000,000 each occurrence/aggregate*

The required minimum of umbrella coverage shall be \$2,000,000, or the policy limits, whichever is greater. The City shall be named as an additional insured on the general liability and umbrella policies on a primary and noncontributory basis.

The Consultant shall secure and maintain a professional liability insurance policy. Said policy shall insure payment of damages for legal liability arising out of the performance of professional services for the City, in the insureds capacity as Consultant, if such legal liability is caused by a negligent act, error or omission of the insured or any person or organization for which the insured is legally liable. The policy shall provide minimum limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000) aggregate with a deductible maximum of One Hundred Thousand Dollars (\$100,000.00).

Before commencing work, the Consultant shall provide the City a certificate of insurance evidencing the required insurance coverage in a form acceptable to City.

12. **INDEPENDENT CONTRACTOR.** The City hereby retains the Consultant as an independent contractor upon the terms and conditions set forth in this Agreement. The Consultant is not an employee of the City and is free to contract with other entities as provided herein. Consultant shall be responsible for selecting the means and methods of performing the work. Consultant shall furnish any and all supplies, equipment, and incidentals necessary for Consultant's performance under this Agreement. City and Consultant agree that Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's agents or employees are in any manner agents or employees of the City. Consultant shall be exclusively responsible under this Agreement for Consultant'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.

13. **SUBCONTRACTORS.** Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Consultant shall comply with Minnesota Statute §471.425. Consultant must pay subcontractor for all undisputed services provided by Subcontractor within ten days of Consultants receipt of payment from City. Consultant must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100 or more is \$10.

14. **ASSIGNMENT.** Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

15. **WAIVER.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

16. **ENTIRE AGREEMENT.** The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

17. **CONTROLLING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

18. **RECORDS.** The Consultant shall maintain complete and accurate records of time and expense involved in the performance of services.

19. **AUDIT DISCLOSURE AND DATA PRACTICES.** Any reports, information, data, etc. given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential, shall not be made available to any individual or organization without the City's prior written approval. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. This Agreement

is subject to the Minnesota Government Data Practice Act. Minnesota Statutes Chapter 13 (Data Practices Act). All government data, as defined in the Data Practices Act Section 13.02, Subd. 7, which is created, collected, received, stored, used, maintained, or disseminated by Consultant in performing any of the functions of the City during performance of this Agreement is subject to the requirements of the Data Practice Act and Consultant shall comply with those requirements as if it were a government entity. All subcontracts entered into by Consultant in relation to this Agreement shall contain similar Data Practices Act compliance language.

20. **NON-DISCRIMINATION.** The Consultant agrees during the life of this Agreement not to discriminate against any employee, application for employment, or other individual because of race, color, sex, age, creed, national origin, sexual preference, or any other basis prohibited by federal, state, or local law. The Consultant will include a similar provision in all subcontracts entered into for performance of this Agreement.

CITY OF LAKEVILLE

BY: _____

Luke Hellier, Mayor

AND: _____

Ann Orlofsky, City Clerk

CONSULTANT:

BY: _____

ITS: _____

Response to Request for Proposal

January 31, 2019



Prepared by:

Jim Sarych

Director

9655 Schmidt Lake Road
Plymouth, MN 55442
T: 763.450.1800
jim.sarych@nfp.com



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INTRODUCTION

Dear Tammy:

The relationship we have built with the City of Lakeville over the last 13 years is very important to us. At NFP, we pride ourselves on being your strategic partner and experts in the field.

As a trusted business partner, we recognize the responsibility you have placed in us and we gladly embrace the opportunity to continue to play our part to help the City of Lakeville support its commitment to your employees' health and well-being. Backed by NFP's national scale and resources, our office provides you with best-in-class service and support across all of our areas of expertise. You and your employees will continue to have direct access to us as well as dedicated service teams at the carrier level. We work with all carriers and administrators to obtain the most competitive plans available. We provide carrier representatives and underwriters with valuable information about our clients to ensure the most effective and efficient programs are in place. Additionally, with most of the local carriers, we have obtained an enhanced service level because of our professionalism, reputation and volume of business.

We would like to take this opportunity to provide a summary of the renewal history and rate reductions we have been able to obtain for you. Below is a summary of the resulting dollars saved from our successful negotiations on behalf of the City of Lakeville for all lines of coverage.

Year	Proposed Renewal	NFP Negotiated Rates w/ Plan Design Changes	
	%	%	Renewal Adjustment
1/1/2006	12%	-4.2%	\$219,200
1/1/2007	14%	14%	\$0
1/1/2008	17%	11%	\$72,870
1/1/2009	0%	0%	\$0
1/1/2010	28.6%	8%	\$303,092
1/1/2011¹	15%	15%	\$0
1/1/2012²	23%	4%	\$322,290 ³
1/1/2013	9%	5.2%	\$61,583
1/1/2014	15.8%	9%	\$115,781
1/1/2015	15.8%	7.4% ⁴	\$117,733
1/1/2016	9%	9%	\$0
1/1/2017	9.1%	4.6% ⁵	\$77,534
1/1/2018	8.6%	6.7% ⁶	\$39,674
1/1/2019	4.65%	4.65%	\$0
Average Renewal:	14.0%	6.74%	\$94,983
Total:			\$1,329,757

¹Includes a not to exceed rate cap of 23% for 2012.

²Moved to Medica, includes a rate cap of 9% for 2013 renewal and a cap of 12% for 2014 renewal, in addition NFP negotiated a \$50,000 wellness credit.

³Medica offered richer benefits than current HealthPartners benefits.

⁴Moved to HealthPartners, includes a rate cap of 9% for 2016.

⁵NFP negotiated a rate cap of not to exceed 9% for 2018.

⁶NFP negotiated a rate cap of not to exceed 9% for 2019.

As you work through the RFP process and review the responses, please keep in mind we are more than willing to discuss any questions you have about compensation and the services we currently offer the City of Lakeville — as well as other services we offer that you would like to take advantage of moving into your next renewal.

While this RFP will explain the scope of our world-class organization, we'd like to remind you of the commitment to service we have shown to you on a local level. The combination of the buying and technological power of NFP and the presence of your local Minnesota team is what has set us apart as your provider. Thank you for the opportunity to submit this proposal.

Best Regards,

Jim Sarych

Jim Sarych
Director

***Proud supporter of the League of Minnesota Cities
as a member of the Business Leadership Council***



A. WHICH BENEFITS PROGRAM(S) YOUR FIRM IS BIDDING TO BE AN AGENT OF RECORD FOR.

NFP is proposing to maintain the Agent of Record for all employee health and welfare programs as listed in the City of Lakeville (City) RFP; medical, dental, basic and voluntary life/AD&D and long-term disability. In addition, NFP is proposing to continue acting as Agent of Record for the vision plan, identity theft protection program and AFLAC benefits as well as continue to serve as consultant for the City's wellness program. NFP is also proposing to continue to act as liaison between the City and the third party vendors for COBRA, Flexible Spending Account (FSA), Health Savings Account (HSA) and Health Reimbursement Arrangement administration. Lastly, NFP proposes to continue the current financial arrangement of paying for the administration of COBRA services and our financial commitment to Apprize, the City's benefit enrollment technology.

As a key account for NFP, the City is currently utilizing or has access to all services outlined in this proposal.

B. FIRM HISTORY AND EXPERIENCE:

1. Brief history of firm including size and any specialty areas.

Company Overview

Established in 1999, a publicly traded company between 2003 and 2013, and currently majority-owned by funds associated with private equity firms Madison Dearborn Partners and HPS Investment Partners, NFP has grown to become a leading provider of benefits, insurance and wealth management services. Headquartered in New York, with a full-service resource center in Austin, TX, the company has expanded organically and through acquisitions to our current footprint of:



Through our national distribution model, diversified service platform, strong commitment to compliance and best-in-class resources, NFP has become the fifth-largest privately owned Benefits Broker in the U.S. (as ranked by *Business Insurance*). In addition, NFP is the sixth-largest overall employee benefits broker in the world, backed up by a strong international benefits consulting division.

The scope of services included within this RFP is provided through our Insurance Brokerage and Consulting group, which advises on corporate and executive benefits, retirement plans, and property and casualty insurance. This group also provides retail and wholesale life insurance brokerage and wealth management services.

Locally our Minnesota office employs over 80 benefits and retirement plan consultants and wealth management advisors. Our dedicated team specializing in the government sector will service the City's account. NFP possesses both local and national market knowledge and leverage. We are a top-tier producer for virtually all of the major health and welfare insurance carriers in the country, including those in your service area. With over 4 million insured employee lives and a multi-billion dollar premium book of business, our clients have access to significant leverage in all markets.

NFP offers our clients' employee benefits solutions in the following disciplines:

HEALTH & WELFARE	• Medical • Rx Solutions • Life/Disability • Voluntary • Well-Being • Compliance • Communications	HR TECHNOLOGY & CONSULTING	• Benefits administration technology • Compliance • Training and development • Safety and security • Policies and procedures • FMLA and absence management
RETIREMENT PLANS	• Qualified plans (401K, 403b, 409a, 457(b), 401(a)) • Profit sharing	PROPERTY & CASUALTY	• Commercial lines • Professional liability • Personal lines
EXECUTIVE BENEFITS	• Non-qualified deferred compensation plans • Life, Disability and LTC carve-out plans	INTERNATIONAL BENEFITS	• Expatriate plans • Multinational pooling • International brokerage for health, welfare and retirement

We combine the experience and savvy of an established company with the innovation and flexibility of a boutique firm. From the moment you walk into the NFP offices, you will notice our energy and camaraderie. We are a team of passionate, smart, loyal individuals who strive to be the best in our field while supporting not only our clients, but also each other. We are creating a new type of company in the insurance industry: one that replaces stodginess with warmth, energy and creativity. Our talented teams are helping to change the face of the insurance industry and making a difference in our clients' lives.

As such, we work hard to anticipate both your needs and opportunities for improvement. This proactive approach lends itself to clients who rely on us to guide them through the increasingly complicated world of health care and benefits.

2. Background company data, including financial references.

NFP's leadership team has been in place for almost 30 years. NFP is financially stable and well positioned. We do not foresee any changes in our organization that could have any type of impact on the delivery of services for the City.

On July 1, 2013, NFP changed from a publicly traded company to a private enterprise. NFP is currently a privately held company and in strong financial condition. Total revenue figures for the last five years are:

2013	2014	2015	2016	2017
\$808_M	\$821_M	\$908_M	\$970_M	\$1.07_B

3. Particular expertise or involvement in the insurance/employee benefits industry.

Your team's expertise resides in health and welfare employee benefits consulting. To maintain our competitive edge and support our unique business model, we have selectively hired experienced individuals to staff our consulting teams. With an average of 20 years of experience, our consultants take pride in delivering a work product worthy of the NFP name.

Because of our depth of experience, it is no surprise we have a very methodical, technical, analytical and detail-oriented approach to the benefits management process. We have found this eliminates surprises, reduces stress and delivers the best possible results. We use our knowledge of underwriting methodologies to dive into claim projections and utilization patterns to design actionable risk management strategies for our clients.

Our technical expertise, coupled with the relationships we have developed with the senior leadership at insurance carriers, gives us the leverage to successfully advocate for our clients. NFP has a long history of building trusting relationships, providing world-class service and delivering bottom-line results.

To help NFP bring the latest industry news and trends to our clients, our representatives are actively involved as a participant, member, sponsor or guest speaker for the following organizations:

- Association of Minnesota Counties (AMC)
- Better Business Bureau
- Business Leadership Council for the League of Minnesota Cities (LMC)
- Care Providers of Minnesota
- CFA Society of Minnesota
- Coalition of Greater Minnesota Cities (CGMC)
- Health Underwriters Political Action Committee (HUPAC)
- Institute of Managerial Accountants (IMA)
- International Foundation of Employee Benefit Plans (IFEBP)
- International Public Management Association of Human Resources (IPMA-HR)
- LeadingAge Minnesota
- Minnesota Association of Insurance Underwriters (MAHU)
- Minnesota Government Finance Officers Association (MNGFOA)
- Minnesota Rural Electric Association (MREA)
- National Association of Insurance Underwriters (NAHU)

- Minnesota Clerks and Finance Officers Association (MCFOA)
- Twin Cities Human Resource Association (TCHRA)
- TwinWest Chamber of Commerce

4. *Municipality experience.*

NFP has been serving local city governments for over 25 years. Our first two city clients, the City of Little Canada and the City of Brooklyn Park, joined NFP in 1991 and 1996, respectively, and remain valued clients today. NFP is well versed in the challenges and issues encountered by the human resources staff at local governments. While each city's benefits structure and employee demographics are unique, there are certain elements inherent in local governments that need to be understood in order to be a successful partner/consultant for the City and its employees. With our many years of service in this market, NFP is familiar with the predominant factors that influence benefit managers and human resources staff of local governments. We understand bargaining units and the various components involved in determining benefits decisions in a union contract environment, including contract negotiations and aggregate value issues. Beyond our full-service deliverables, we also assist our public sector clients with GASB issues, council presentations, arbitration (as needed or requested) and any other situation where we may prove useful to the City or its employees.

NFP has been partnering with the City as their benefit consultant since 2005. Our team has become deeply ingrained in the benefit plans and human resources functions within the City. We have developed a successful partnership with the City's Human Resources personnel, Administration and Insurance Labor Management Committee to provide employee benefit plans, education and wellness services and technology solutions that offer value to the employees while maintaining costs. Your NFP team has worked diligently over the years to understand the employee and benefit challenges facing the City, providing innovative solutions with the latest products and services available. Below is a small sampling of some of the more comprehensive projects NFP has assisted the City with over the years:

- 1) As a result of employee feedback via a survey, NFP worked with the City to Implement the HSA plan. Continuous employee education both before and after implementation of the plan was incorporated to ensure employees were comfortable on how to use the plan and more importantly how it works with the current HRA/VEBA plan.
- 2) NFP's Human Resource consulting team assisted the City in developing, delivering and analyzing the results of a comprehensive employee engagement survey on all facets of total rewards at the City.
- 3) NFP worked with our actuaries to analyze the impact of the Affordable Care Act and identify changes that need to be addressed in the City's plans to avoid financial penalties.

In addition to the City of Lakeville, NFP maintains relationships with 36 cities and two counties in Minnesota, partnering with the majority of all large metro cities. NFP continues to build partnerships with Minnesota municipalities and takes pride in our reputation among the unique market niche of city and county governments.

5. *List of providers the firm is associated with.*

NFP is 100% independent, meaning we are able to work with any insurance carrier that best meets our clients' objectives. Our experience working with all of the major carriers and vendors provides us with insight into the strengths and weaknesses of each, including their customer service capabilities, account operations, national scale, hidden fees and supplemental services. In addition, we know you have experience, favorable or not, with certain carriers and vendors. Based on your preferences and on our industry insight, we will select the appropriate products, services and providers to meet the needs of your organization and employees. We

will always work on behalf of our clients to bring an unbiased perspective to all situations, with no allegiance to any specific carrier or vendor.

6. *Expected communication responsibilities.*

Communication is a critical component to a successful client partnership. We take the time to understand how our clients want our team to communicate with the organization and their employees. Based on our years of consulting experience, we know every organization has unique needs and desires related to communication. NFP creates communication strategies customized to each client. We become the resource our clients rely upon for all matters related to their benefit programs and total rewards strategy.

The NFP team will continue to partner with the City's leadership and HR staff to coordinate an employee communications strategy that extends beyond annual open enrollment. Our goal is to elevate each employee's understanding and appreciation of their benefit package. Our flexibility in designing custom communications campaigns for our clients will allow us to identify goals and challenges of the City's HR staff and design a strategy that addresses these needs. Our marketing team has experience developing custom print materials as well as Intranet- and HTML-compatible web-based material. We value our client's feedback and constantly update our communications strategy based on what has been successful for the client in the past and offer suggestions on areas that have presented challenges.

We can provide custom print-ready/online benefit guides, announcement emails/letters, posters, home mailers and payroll stuffers — all aimed at increasing employee knowledge and participation in the enrollment event. The NFP team of benefit specialists will be available to conduct meetings to communicate plan changes and answer employee questions.

The following offerings are available to the City should the need or interest arise.

EMPLOYEE COMMUNICATION/EDUCATIONS SERVICES	
<i>Annual Enrollment</i>	<i>Well-Being</i>
Benefits Guide	General Education and Awareness
What's New Highlights	Program Introduction Letters
Employee Meeting Presentations	Program Logo/Branding
Health Plan Comparison Charts	Benefit Highlights and Coordination with Health Plan
Posters/Postcards	Emails/Posters/Postcards
Emails	Newsletters
Enrollment Instruction Guide	<i>Miscellaneous</i>
Personalized Enrollment Forms	Employer SPDs/SMMs
Beneficiary Solicitation	Total Compensation Statements
Manager FAQs and Checklists	Dependent Audits (announcements and instructions)
<i>New Hire</i>	Surveys and Questionnaires
All Annual Enrollment Services	Notifications
Orientation Presentations	Voluntary Benefits

How to Use Your Benefits	HR Benefits Newsletters (manager and employee versions)
Welcome Packet	

C. QUALIFICATIONS:

1. Description of service philosophy.

The core of our service philosophy is accountability; we are accountable not only for our own work but also for your overall satisfaction with your benefits program.

We strive to exceed our clients' expectations with the following approach:

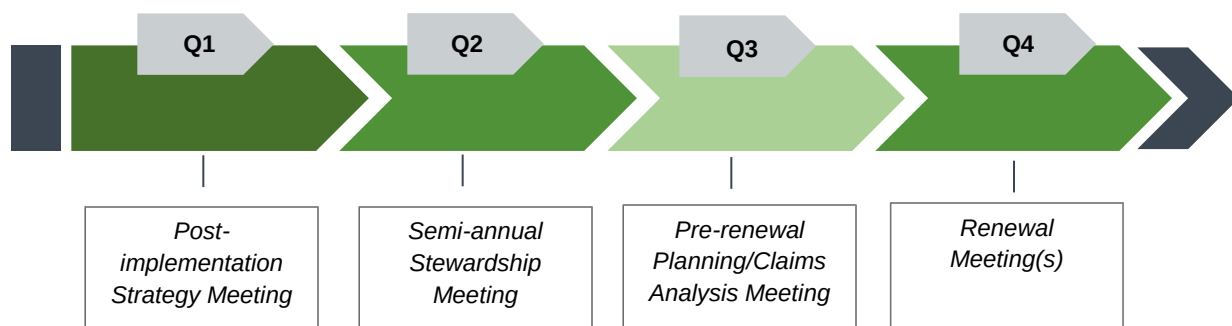
- **Contact** – We meet with clients regularly to ensure all aspects of their benefits programs are meeting expectations
- **Education** – We conduct employee meetings and provide custom communication materials for all employees
- **Advocacy** – We work on behalf of our clients to bring an unbiased perspective to all situations, with no allegiance to any specific carrier or vendor
- **Personnel** – We hire and retain a professional, experienced staff and ensure they are up-to-date on all the latest trends and information
- **Information** – We possess the information and expertise to allow us to negotiate comprehensive, competitive benefits programs; we know where to find the answers to any of your insurance, employee benefits and human resources questions.

To ensure accountability, we hold an annual Post Renewal Strategy Meeting. At this meeting, which occurs after the start of the new plan year, we specifically review client satisfaction and provide a written report detailing service through the prior year. This review process provides a roadmap to identify opportunities for improvement in the future.

In addition to the client team interaction, we tie a Director to each key account to ensure clients have a direct conduit to firm management and we regularly check in with our clients to ensure we are meeting their needs.

2. Conceptual program structure and pricing.

To ensure the overall management of your benefit programs including maintaining competitive pricing for you and your employees, NFP holds scheduled quarterly meetings throughout the year, as well as ad hoc meetings as required. At each of these meetings, we analyze current plan performance, comparing it to prior year and plan projections. We refer to this process as our Benefit Management Cycle:



Post-implementation Strategy Meeting – As we move into the year, we will hold a Post-implementation Strategy Meeting. Your NFP service team and HR team will begin by reviewing the renewal process and plan performance for the recently concluded plan year. We identify key accomplishments for the benefit program along with items that could be improved upon. We address any issues raised during the enrollment meetings and set the agenda for any employee meetings or seminars to be conducted during the current plan year (e.g., educational seminars and/or well-being programs). We then identify goals and strategic objectives for the upcoming plan year and beyond to integrate into the benefit plan(s), along with any well-being initiatives.

Semi-annual Stewardship Meeting – We typically hold this meeting near the end of the second quarter, providing an overview of our commitment to our clients and the services we offer. We take a look at market trends to ensure our clients are up-to-date with what is happening in the ever-changing benefits arena. At this meeting we also review the most recent claims data, comparing it to the same time frame in past plan years. We conclude the meeting with a discussion of benchmark data for organizations by size and region.

Pre-renewal/Claims Analysis Meeting – Through our claims analytic tool, we are able to drill deeper into a client's medical claims and pinpoint the cost drivers that could impact the renewal. Identifying this information in advance of the renewal delivery allows us to strategize and plan the renewal's direction and focus, requesting alternate plan designs from the carrier and entertaining alternate funding methods for the employer. If a well-being program is already in place, we will customize educational materials for distribution. If a well-being program is still in the planning stages, the claims information presents a starting point for introducing well-being objectives.

Renewal Meeting(s) – Here we review the plan renewals and results of any marketing efforts, and finalize carrier(s) for the new plan year, plan design(s), contribution strategies and pricing. At this meeting, we also create the employee communication plan, outlining any plan design changes as well as an enrollment process for the upcoming plan year. Following the meeting, we set up and conduct (if desired) employee enrollment meetings, coordinating vendors and preparing communications. We will ensure the enrollment process is completed in a timely and accurate manner.

In addition to these structured meetings, NFP will create a comprehensive calendar and timeline that outlines the key planning initiatives, timing to complete those initiatives and responsibility within the team to ensure success. These include:

- Statutory requirements
- Strategic and legislative changes
- Marketing of risk management
- Plan design
- Contribution strategies
- Well-being strategies
- Employee engagement
- Open enrollment

We set this annual strategic calendar for our clients at the onset of the plan year. While this can be a fluid document, since the needs of our clients change daily, we believe outlining timeframes and deliverables is a crucial component to a successful benefits plan. In the strategic calendar, all aspects of the above items are addressed with deadlines and timeframes.

3. *An introduction of the account team, by name with specific roles, qualifications and experience, and distribution of responsibilities including support capabilities.*

The NFP team assigned to the City will be the same team you have been working with for the last 13 years. This means there will be no need for ramp up time, as they are already familiar with the City's needs and culture. The team includes:

CORE TEAM

Jim Sarych

Director

Shari Meyer

Director of Marketing

Ann Benson

Senior Benefit Executive

Rachel Bluedog

Benefit Specialist

Teri Erhardt

Well-Being & Engagement
Consultant

Karyn Maki

Project Manager
Health & Welfare



ADDITIONAL SERVICES

- Underwriting/Claim Analytics
- Retirement Plan Advisors
- HR Consultants
- Benefits Administration Technology Consultants
- Property/Casualty Consultants
- International Benefits Consulting

Jim Sarych, Director

Jim has over 25 years of experience in the health benefits and retirement industry working with Prudential and then joining NFP in 1991. With a focus on total rewards strategies and health care cost management, Jim provides helpful insight and negotiating capabilities to help organizations develop cost containment strategies that mitigate the impact of rising health care costs. Jim organizes partnerships with HR professionals to help them further define their objectives in health care.

By systematically establishing priorities, reviewing claims data, analyzing contracts and reviewing the marketplace for appropriate providers, he is the client's advocate in plan design, implementation and monitoring health care programs which achieve the appropriate balance between cost-effectiveness and satisfaction. His concentration, although not exclusive, includes understanding the philosophies of unions, municipalities and non-union groups. Jim firmly believes in conducting business with a high level of integrity and professionalism.

Jim is a graduate of the University of St. Thomas with a bachelors in finance. He carries the Life Underwriter Training Council Fellow (LUTCF) designation, and is a Registered Representative with NFP Securities, Inc. and an Investment Advisor Representative of Financial Concepts. Jim serves on the League of Minnesota Cities Business Leadership Council and is a member of National Association of Health Underwriters (NAHU), Minnesota Association of Health Underwriters (MAHU), International Foundation of Employee Benefit Plans (IFEBC) and the Health Underwriters Political Action Committee (HUPAC). He stays current with the latest trends in health care costs, providing his clients with the most lucrative customized plan design vehicles available to help achieve their goals.

Shari Meyer, Director of Marketing

Shari oversees the marketing and communication initiatives for NFP in Minnesota, and also serves as a Senior Benefit Consultant to a handful of NFP health and welfare clients. Shari has over 25 years of experience providing employee benefit and retirement plan consulting services to large, for profit and not for profit organizations. She will remain an integral part of the NFP team, providing excellent service on all aspects of the City's benefit programs. Shari specializes in analyzing plan utilization patterns and employee demographics in order to build targeted communication and education campaigns aimed at reducing plan costs while optimizing employee's healthcare experience.

Shari holds a B.A. from the University of Minnesota, a Minnesota Life and Health Insurance License as well as her FINRA Series 7.

Ann Benson, Senior Benefit Executive

As a Benefit Executive, Ann is an assertive advocate for NFP's large groups with vendors in the varying lines of coverage, including medical, dental, supplemental lines and flexible spending accounts. She maintains the role of day-to-day contact for NFP's large group public sector clients. She brings 17 years of experience in the insurance industry to her accounts. Her continuing education has included management and communications classes as well as studies in product and computer system applications that supported initiatives assigned to her in her previous roles. Ann also participates in continuing education courses to maintain her Minnesota Life and Health Insurance license.

Rachel Bluedog, Benefit Specialist

Rachel supports the benefits team with day-to-day issues, working with carriers to gather information necessary to create materials that support our Benefit Management Cycle. Rachel also assists clients with questions related to plan design and implementation. Rachel holds an Associate Degree from North Hennepin Community College and a Minnesota Life and Health License.

Teri Erhardt, Well-being and Engagement Consultant

Teri is responsible for supporting clients in the development and implementation of worksite health promotion initiatives. She works with clients at all levels of programming to help them identify and achieve their organizational health and well-being goals and create more effective and vibrant well-being cultures. Teri has a Bachelor's Degree in Holistic Nutrition, is a Certified Worksite Wellness Specialist and Certified Master Worksite Ambassador, and has achieved WELCOA (Wellness Council of America) Faculty Status. She is also a Certified Natural Health Professional and Wellcoaches-trained health coach.

Teri is passionate about helping NFP clients create happy, healthy and engaging workplaces.

Karyn Maki, Project Manager – Health & Welfare

Karyn began her career at NFP in March 2002 as an Account Manager, supporting both small and large groups in their renewal process, holding employee meetings, and assisting clients with day to day service issues. In 2012 Karyn took on the new role of Project Manager, helping the client teams with meeting materials, implementing clients' online benefit portals and enrollment systems, creating client-facing communications and informing the department of important legislative changes.

Karyn holds a Bachelor's Degree from the University of St. Thomas and a Minnesota Life and Health License.

Strategic Alliances

In addition to the core team, we will assign additional resources as needed to support the needs of the City. Some of these resources include:

- **Larry Doze, Senior Vice President, Actuarial Services and Financial Analysis**, will provide actuarial services and support, including consultations, analyses and valuations related to all employee benefit programs and plans.
- **Suzanne Spradley, Senior Vice President, Associate General Counsel and Chief Compliance Officer Legal & Compliance**, oversees NFP's Benefits Compliance Department, which provides consulting services on all aspects of employee benefits compliance.
- **Mark J. Rieder, Head of Innovation and Senior Vice President of HR Technologies and Benefit Administration Services**, leads up our HR technology consulting practice. With extensive backgrounds in Human Resources and HR/Benefits technology, Mark and his team work with clients to review existing systems, along with the current process/workflow, in order to identify potential areas of inefficiency and redundancy. Fueled with this information, they then assist in looking to identify technology solutions that streamline the entire employee lifecycle.

To complement our internal resources, we partner with external firms to provide a direct resource for our clients to contact. NFP is fortunate to retain professional relationships with Briggs and Morgan, P.A., Hitesman & Wold, P.A., and Dorsey & Whitney, LLP.

At the forefront of these resources is our partnership with the firm of Hitesman & Wold, P.A. NFP has partnered with them for over 20 years, relying on their expertise to guide our public sector business through the many requirements unique to that industry.

4. *Current use of technology, especially capability for computerized legal/benefit design research and for sharing and editing documents electronically.*

Technology has become the way of the world, and the employee benefits/human resources arena is no exception. Employers need tools to attract and retain talent, and employees want information faster, easier, and on demand. NFP is on the forefront of the newest technology and is leading the industry with the creation of **NFP's Innovation Lab**.

NFP's Innovation Lab vets the leading industry technology that dissects, analyzes and synthesizes claims data to identify, manage and control plan costs while still providing employees with a highly competitive benefits package.

As a result of NFP's proactive technology approach we offer state-of-the-art industry tools to understand medical plan trends to anticipate future claim costs, forecast financials and suggest appropriate plans design changes. This claims analysis process surpasses the capabilities of even the plan administrator or insurance company. In addition to the comprehensive health analytics resources, these technologies also include benchmarking and plan modeling capabilities — two very important tools to help elevate your decision-making process to the next level.

We supplement our internal benchmarking capabilities with a comprehensive library of large benefits surveys, studies and analyses. Our library consists of the major nationally published benchmarking studies (Kaiser Family Foundation, Willis Towers Watson, etc.) and examines plan design, funding structure, fees, premiums, and a variety of other performance and utilization metrics. The benchmarking tool uncovers the prevalence of various benefits practices, cost-sharing arrangements, eligibility requirements and plan provisions, while also quantifying the value of those plan provisions. The data can be reported by company size, industry, geographic region, plan design specifications or contribution levels.

Regarding compliance, NFP knows how important it is for the City to be informed of new legislative developments as quickly as possible. We treat any new developments in the employee benefits arena with the utmost priority communicating any changes immediately to our clients. In addition, we offer a full compliance benefits audit system through a continuously updated online portal.

In addition, below is a snapshot of some of the compliance resources we will offer to the City:

Compliance Team	In-house attorneys who are well-versed in ACA, COBRA, FMLA, etc. They report on current trends and provide timely legislative updates
Newsletters	Keep abreast of new legislation and learn about new trends in HR
Compliance Portal	Comprehensive tool that assists with compliance efforts with federal requirements such as the ACA, ERISA, COBRA, HIPAA, FMLA, Non-discrimination and Section 125
Compliance Audit	A complete and customizable benefits compliance audit
Seminars and Webinars	Education and clarification regarding complex compliance topics

5. *Action-plan and timetable for assuming responsibilities as well as future design/cost containment plan.*

Since we are already working with the City there would be no gap in service given our familiarity with your benefits program and integrated systems and processes. However, we continuously add new resources and services to our expansive capabilities to meet the unique and dynamic needs of our clients. This includes the recent acquisition of a pharmacy benefit management consulting firm, enabling us to provide this important service in-house to clients. We propose integrating an introduction of new resources and tools with a strategic planning and review meeting.

Phase	Description
Phase 1	- RFP submission bids due – January 31, 2019 - Finalist vendor selection sessions – February 4 – 6, 2019
Phase 2	Award notification – March 4, 2019
Phase 3	- Face-to-face meeting with the City and NFP to address the following items: - Reintroduce team and review the roles of team members - Review benefits strategy and objectives - Review ACA preparedness - Review current or outstanding benefits projects and internal renewal timeline - Review current or outstanding individual claim issues

	○ Review the current resources and tools (compliance, intranet, communication, Zywave, well-being, etc.) ○ Introduce new resources and tools ○ Review current state and timing of renewals ○ Build timeline, action items, etc. ○ Establish face-to-face meeting/conference call schedule – client preference
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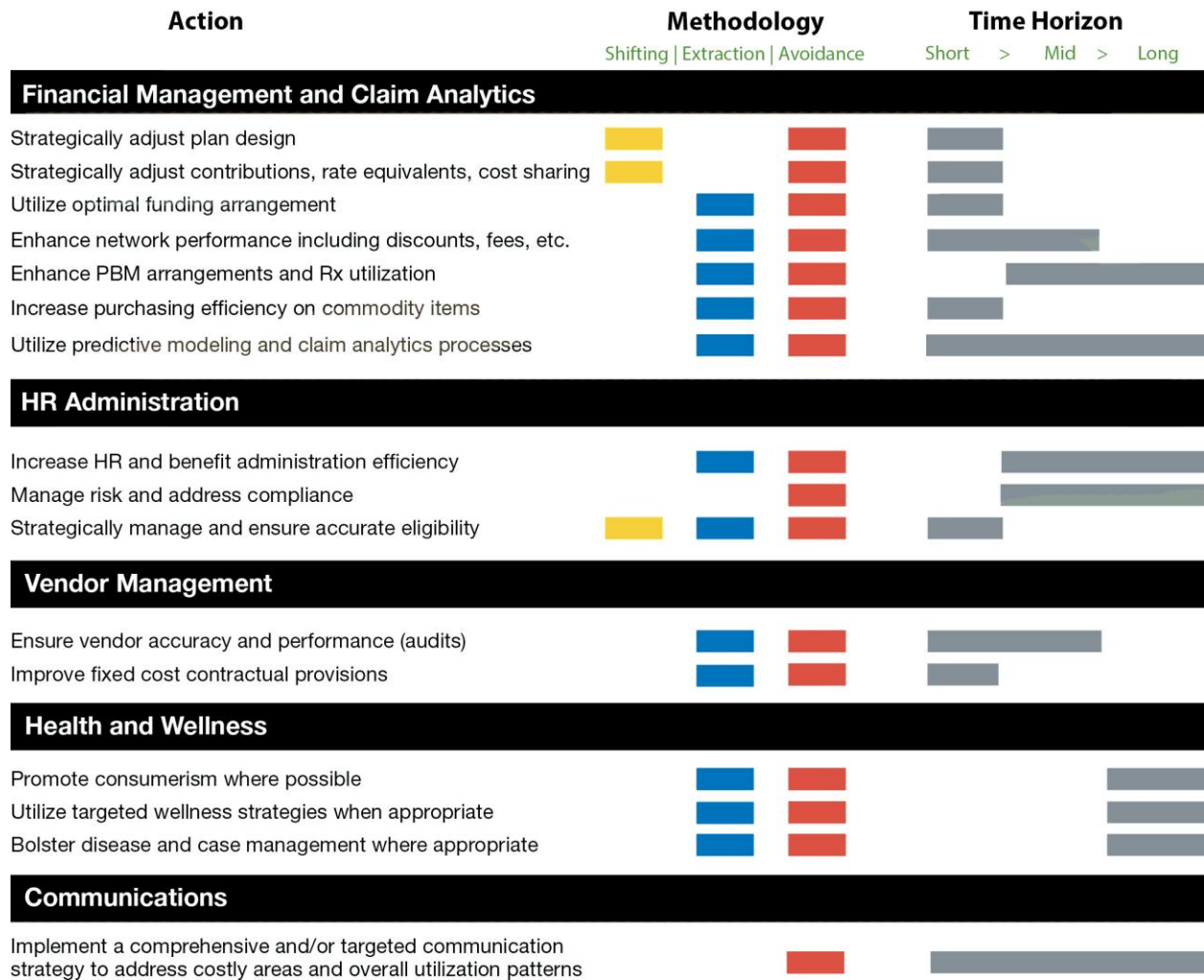
Cost Containment

Managing benefit plan costs is challenging. However, there is an intelligent approach to understanding the options and applying the best solution to combat the challenge. We have developed an extensive framework and process (sample below) to identify the areas of cost, categorize those costs and assist us in designing a strategic multi-year plan to systematically “SHIFT, EXTRACT or AVOID” each cost. Adherence to this systematic approach over the long term will equate to a leveling off of your annual health care increases, and a direct financial savings.

First, we must acknowledge that an employer can categorize costs in one of the following three methodologies:



Then we can evaluate the pros and cons of the following strategies that NFP has at its disposal.



6. Detail of services that will be provided to the city.

Below is a sample of NFP's key deliverables provided throughout the course of a year and typically vary based on each client and their desired benefit goals and objectives. However, your NFP team is always available to assist the City with issues that may arise throughout the year. The following is not inclusive of all the NFP products and services that are available. For a complete listing of NFP offerings please refer to Section G, Proposed Fee for Services.

1 st Quarter	Key Deliverable	Date
January	- Implementation Meeting - Wellbeing Campaign	
February	- HIPAA Training sponsored by NFP - Compliance: Medicare Part D Disclosure to CMS (due 60 days after renewal)	
March		

2 nd Quarter	Key Deliverable	Date
April	- Claims update - Discuss timeline and upcoming objectives (i.e., wellness plan, survey, online enrollment, etc.)	
May	Begin to gather information for Formal RFPs	
June	- Semi-Annual Meeting - Discussion of renewal objectives - Claims updates - Post Ad for Formal RFPs in local paper	
3 rd Quarter	Key Deliverable	Date
July	Start reviewing RFP Results	
August	- Start reviewing benefits guide options - Renewal Meeting	
September	Finalize renewal carriers as well as plan designs	
4 th Quarter	Key Deliverable	Date
October	- Review of Benefits Guide and employee education materials - Update of online enrollment system (NFP) if applicable	
November	- Benefits Fair and/or Open Enrollment Meeting(s) - Assist with enrollment method (paper forms, online, etc.)	
December	GASB Filing due every 2 years (NFP can assist if needed)	

7. Indicate current responsibilities of person designated to serve as lead contact for the city.

The person designated to serve as the lead contact for the City will continue to be Jim Sarych. As a Director, Jim's key responsibilities include providing strategic direction, ongoing relationship management, and team and process oversight.

D. REFERENCES:

1. List new clients and the clients that have left you within the last three years. Provide the contact names and telephone numbers.

Below refers to our government sector clients. A comprehensive list including all new and terminated client relationships in the past three years is available upon request.

New Local Government Clients		
Organization	Contact	Phone Number
City of Bloomington	Kris Wilson	952.563.4898
City of Lino Lakes	Karissa Bartholomew	651.982.2413
City of Mound	Catherine Pausche	952.472.0633
City of Pine City	Matt Van Steenwyk	320.629.2575

City of Prior Lake	Lori Olson	952.447.9802
City of Watertown	Shane Fineran	952.955.2681
Terminated Local Government Clients		
NFP has not had a government entity terminate services in the last three years.		

2. *List of cities you currently represent and for what type of service. Provide the contact names and telephone numbers.*

NFP Full Service Local Government Clients			
Organization	Contact	Phone Number	Group Size
City of Arden Hills	Dave Perrault	651.792.7824	50 employees
City of Bloomington	Kris Wilson	952.563.4898	560 employees
City of Brooklyn Park	Beth Toal	763.493.8012	220 employees
City of Burnsville	Jill Hansen	952.895.4471	270 employees
City of Champlin	Julie Trembruell	763.923.7109	79 employees
City of Cottage Grove	Joe Fischbach	651.458.2883	114 employees
City of Elk River	Lauren Wipper	763.635.1024	115 employees
City of Elko New Market	Mark Nagel	952.461.2777	15 employees
City of Fridley	Debbie Dahl	763.572.3507	130 employees
City of Inver Grove Heights	Janet Shefchik	651.450.2512	135 employees
City of Isanti	Don Lorsung	763.444.5512	25 employees
City of Lake Elmo	Jake Foster	651.747.3908	20 employees
City of Lino Lakes	Karissa Bartholomew	651.982.2413	70 employees
City of Little Canada	Heidi Heller	651.766.4047	15 employees
City of Maplewood	Terrie Remeaux	651.249.2054	170 employees
City of Mendota Heights	Cheryl Jacobson	651.255.1356	48 employees
City of Mound	Catherine Pausche	952.472.0633	30 employees
City of Newport	Deb Hill	651.459.5677	20 employees
City of Osseo	Teri Portinen	763.424.6752	10 employees
City of Pine City	Matt Van Steenwyk	320.629.2575	15 employees
City of Plymouth	Givonna Koné	763.509.5070	243 employees
City of Princeton	Steve Jackson	763.389.2040	28 employees
City of Prior Lake	Lori Olson	952.447.9802	95 employees
City of Rockford	Jennifer Swendsen	763.477.6565	11 employees

City of Roseville	Rebecca Olson	651.792.7446	160 employees
City of Shakopee	Jennifer Gabbard	952.233.9312	124 employees
City of Sleepy Eye	Mark Kober	507.794.3731	30 employees
City of St. Paul Park	Kevin Walsh	651.459.3839	15 employees
City of Vergas	Julie Lammers	218.342.2091	5 employees
City of Waconia	Susan Arntz	952.442.3100	40 employees
City of Watertown	Shane Fineran	952.955.2681	15 employees
City of West St. Paul	Sherrie Le	651.552.4101	85 employees
Washington County	Jan Webster	651.430.6075	1,200 employees
White Bear Township	Tom Kelly	651.747.2760	20 employees
NFP Supplemental Lines Clients			
City of Minnetrista	Mike Barone	952.241.2411	40 employees
City of Mitchell, SD	Billie Kelly	605.995.8417	169 employees
City of Richfield	Jesse Swenson	612.861.9704	190 employees
Chisago County	Renee Kirchner	651.213.8868	286 employees
NFP Industry Affiliations			
Association of Minnesota Counties	BUG	Coalition of Greater Minnesota Cities	Government Finance Officers Association
Minnesota Clerks & Finance Officers Association	TUG	League of Minnesota Cities / Member of the Business Leadership Council	

3. *Provide the contact names and telephone numbers of five (5) clients in the State of Minnesota with whom you have had a working relationship, as a reference for the city. Include the number of participants for each group. (Preferably, the references should be governmental units.) Include two groups that recently terminated coverage.*

Please see our response to Questions 1 & 2 in this section.

E. CONFLICT OF INTEREST:

1. *Disclose any conflicts or perceived conflicts of interest.*

We do not see any conflicts of interest or perceived conflicts of interest with this engagement. Should a conflict of interest arise, we will immediately contact the City and discuss the matter to ensure its prompt resolution. If this should involve assigning a new team member, we will transition the account swiftly and ensure a smooth conversion.

2. *Identify what procedures your firm utilizes to identify and resolve conflicts of interest.*

Please see our response to the previous question.

F. PREVIOUS ENGAGEMENTS WITH THE CITY OF LAKEVILLE:

1. *List of previous engagements with the City of Lakeville.*

We are the current Benefit Consultants for the City. We have been providing these services to the City for the last 13 years.

In 2015 NFP's HR Services partnered with the City to conduct an employee engagement survey. Once the strategic direction of the survey was decided, HR Services managed the process from start to finish; creating the survey, monitoring progress during the response collection period, aggregating the data and providing a summary report.

2. *Describe what lead to the end of the engagement.*

Currently we remain the Benefit Consultants for the City of Lakeville.

G. PROPOSED FEE FOR SERVICES:

1. *Explanation of compensation plans for your firm under this proposal including all services to be included in that fee.*

For the services outlined in the Health and Welfare proposal, NFP will accept either 1) current commissions paid from the insurance companies for the benefit plans listed in this proposal; or 2) a fixed fee for service paid monthly direct to NFP.

2. *The proposal should contain the proposed fee for services in either a fixed dollar amount or as a percentage of premiums paid for coverage. Fees are to be maintained at the proposed level unless approval is given by the City Council for a change in the fee structure or level.*

For the strategic support, communication and plan management related to the dental, life and disability insurance coverage NFP will continue to receive the standard commission established by the carrier. As recognition of the long standing partnership between NFP and the City, NFP will reduce the medical insurance commission from 2% to 1.75% of premium annually. In addition, for outsourced administration services, NFP will continue to assist the City in securing a third-party administrator as necessary and pass through the cost of FSA administration. NFP will also continue to pay for the cost of COBRA administration services provided by a third-party administrator, the fees associated with the Aprize enrollment system as well the legal fees allotted per the engagement letter.

Services not included in the quoted compensation amount are labeled. Fees for these services or projects would be determined upon understanding of the full scope of the project.

3. *List any additional service options as well as the fee structure involved.*

The below list represents the services the City has taken advantage of over the course of our relationship, and services that have been made available. As a key account, the City has access to all of these services if and when the need arises.

Additional Services

Cost Management Strategy	
• Development of short- and long-term benefit strategy and goals (1-3 years)	Included
• Quarterly strategic planning meetings	Included
• RFPs, carrier negotiations, timelines, carrier questionnaires, geoaccess/ disruption data	Included
• Renewal recommendations and executive summary	Included
• Review of plan's cost drivers and opportunities for improvement	Included
• Carrier comparison analysis for finalist presentations	Included
• Finalist presentation facilitation	Included
Plan Analysis and Evaluation	
• Provide cost projections and budget/funding analysis	Included
• Validation review of budget vs actual and claim trend	Included
• Claims projection and reforecasting	Included
• Monitoring of large claims	Included
• Financial and utilization reviews	Included
• Modeling tool for contribution, carrier, and plan design options	Included
• Financial and benefit analysis	Included
• Modeling for alternative specific deductibles (stop loss)	Included
• Benchmark benefit analysis	Included
Product & Service Support	
• Interface with all carriers to manage benefit plan administration	Included
• Assist with escalated claim issues, billing issues, contract questions and vendor management	Included
• Coordination of stop loss reimbursements if needed	Included
• Review contract/ SPD for accuracy	Included
• Establish carrier performance guarantees and review carrier measurements	Included
• Client conference calls to include select vendors, when appropriate	Included
• Annual NFP performance survey	Included
Compliance & Legislative Guidance	
• GASB actuarial valuation	Included
• Bi-weekly compliance updates	Included
• Research client specific legal/ compliance issues	Included
• Quarterly health care reform updates	Included

• ACA strategy and guidance	Included
• Compliance audit with checklist and calendar reminders	Included
• Access to HR Services and Support Line	Included
• Monthly HR Training Webinars with HRCI credits & on-demand training portal	Included
• Semi-annual HIPAA training	Included
Communication & Engagement	
• Create annual employee benefit guides and new hire communication (deliver online-enabled and print-ready copy)	Included
• Create employee enrollment meeting presentation and facilitate meetings	Included
• Coordinate open enrollment presentation materials, shipping, and delivery	Included
• Coordinate customized employee communication campaigns	Included
• Conduct online employee surveys and collect/ present results	Included
• HRconnection online benefit portal if needed	Included
Well-Being Initiatives	
• Provide consultation and program evaluation	Included
• Establish wellness goals, strategy and baseline spend	Included
• Conduct assessments including interest survey and culture/environmental review	Included
• Develop communication strategy	Included
• Provide proprietary monthly topical education	Included
• Administer well-being campaigns	Included
• Support planning and implementation of well-being events and initiatives	Included
• Provide telephonic and onsite support to maximize program effectiveness	Included
• Identify opportunities and resources to enhance program	Included
HR Services	
• HR / Legal & Compliance Hotline	Included
• Policies and Procedures development	Fee based
Technology Services	
• Identify technology solutions, including HR technologies, benefit administration systems, ACA tools	Included
• Unbiased, expert advice and proprietary decision support tool	Included
• Conduct independent HR technology RFP	Fee based

4. *Indicate any alternate billing arrangements you would be willing to consider and under what circumstances they would be most appropriate.*

NFP currently has both commission and fee-based arrangements with clients. We are open to having our compensation based on client headcount or commissions built into the insurance products — as the compensation reimbursement basis chosen by each client depends on their unique situation. Clients sometimes prefer the commission approach since fees are shared between employer and employee as services provided benefit both. We would work with the City to determine the most viable approach.

H. COPIES OF THE FOLLOWING ITEMS:

1. *Errors and omissions coverage.*

NFP holds a Certificate of Insurance in the amount of \$5,000,000 per claim occurrence in Professional Liability Insurance. Further, we maintain the required Errors & Omissions Coverage (E&O). NFP takes E&O risks very seriously and we are always striving to identify and implement initiatives to reduce and eliminate our exposure. A copy of our E&O coverage certificate is attached.

2. *Business license.*

NFP is licensed to do business in all 50 states and the District of Columbia. A copy of our business license is attached.

3. *Statement of compliance with federal and state laws.*

NFP and its subsidiaries are committed to conducting business in an ethical, legal and socially responsible manner. To this end, it is the policy of NFP to comply fully with all laws governing its operations and to conduct its affairs according to the highest legal and ethical standards as expressed in its Code of Business Conduct and Ethics. A copy of our Code of Conduct and Ethics is attached.

4. *Description of the firm's view of their responsibilities to the city in the provision of benefits brokerage services.*

We are not the traditional insurance broker and do not view our relationship with our clients in this manner. We are your benefit advisor/partner 365 days a year. Our work in this capacity doesn't begin with a broker spreadsheet or end with the sale of a product. We function as a true administrative extension of your team throughout the year, focused on providing high-level service to all constituents (HR team, administration, finance, and employees). This is the defining characteristic of our value proposition and of our firm. It is the execution of this view that yields the most significant results.

The logo for 'NFP WAY', with 'NFP' in green and 'WAY' in a grey, outlined, sans-serif font.

Our passion is building strong personal relationships based on trust, transparency and active communication so we can create the best possible work environment for our employees and deliver the best possible solutions to our clients.

Nimble

- Listen well to understand what's important.
- Encourage creativity and fresh perspectives.
- Look to the future, anticipating the needs of our employees and clients.

Fantastic Results

- Collaborate and work as a team.
- Earn trust by exceeding expectations.
- Deliver peace of mind through amazing performance.

Personal

- Respect each other. We all matter.
- Build enduring relationships.
- Give back.
- Be real. Be authentic. Be genuine.

Any information regarding insurance coverage contained herein is intended only to provide you with a brief overview, not a comprehensive list of policy exclusions, limitations and conditions. The insurance policy issued will contain the specific terms, conditions, and exclusions of the coverage. Please read the entire policy carefully, including all endorsements. NFP and its subsidiaries or affiliates are not responsible for decisions or actions of any insurance company or intermediary, including those related to rating or pricing practices, coverage interpretations, post-policy audits, claims handling, or otherwise.

Information provided herein is for general informational purposes. NFP and its subsidiaries do not provide legal or tax advice and we recommend that our clients consult an attorney or tax professional. We believe the information is accurate, however, we make no warranty or guarantee regarding the accuracy or reliability of the content.

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Code of Business Ethics and Conduct

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MESSAGE FROM CEO DOUG HAMMOND

At NFP, integrity is fundamental to our business. Our passion is building strong personal relationships based on trust, transparency and active communication so we can create a vibrant and positive work environment for our employees and deliver creative and outstanding solutions to our clients. We care deeply about our employees' and clients' well-being and strive to lead by example. This Code of Business Conduct and Ethics represents our shared commitment to conduct ourselves in a manner that reflects these key values.



All of us – our employees, agents, independent contractors and directors – have a responsibility to understand and follow the Code of Business Conduct and Ethics. The Code defines how we should conduct ourselves as representatives of NFP. It addresses our responsibilities to the company, to each other and to our customers. It also provides guidance on how you should report something that isn't right. We rely on your personal integrity to protect our company's reputation. Never underestimate the importance of the choices you make and the effect they can have on NFP's success.

A handwritten signature of Doug Hammond in black ink. The signature is stylized and cursive, with the first name 'Doug' and the last name 'Hammond' clearly visible.

CODE OF BUSINESS CONDUCT AND ETHICS

The purpose of this Code is to underscore and further strengthen NFP's commitment to a business culture of honesty and accountability and to inform you of the appropriate means to ask questions or raise concerns.

WHAT IS EXPECTED OF US?

Each of us is responsible for knowing, understanding and complying with the Code. You're expected to use good judgment and avoid even the appearance of improper conduct. If you have questions, ask them; if you have ethical concerns, raise them. Our conduct should reflect the company's values, demonstrate ethical leadership, and promote a work environment that upholds the company's reputation for integrity, ethical conduct and trust.

If you're ever in doubt about a course of conduct, ask for guidance. While the Code tries to capture many of the situations we may encounter, it cannot address every circumstance. You can direct questions about this Code to any of the following:

- Your manager
- The Legal department
- The Compliance department
- The Human Resources department

The contact information for these departments can be found at the end of this Code.

WHO MUST FOLLOW THE CODE?

All employees, officers, directors and managing directors must conduct themselves in accordance with this Code, in addition to consultants and independent contractors who have been provided a copy of this Code (collectively referred to herein as "You"). This Code doesn't replace thoughtful behavior but serves as a source of guiding principles. This Code cannot and is not intended to cover every applicable law or provide answers to all questions that might arise; for that, the company must ultimately rely on You to use good judgement, including knowing when to seek guidance from others on the appropriate course of conduct. Note that this Code doesn't create any rights for any employee, client, competitor, stockholder or any other person or entity.

This Code doesn't replace or supersede existing rules, policies or guidelines of NFP, such as the Employee Handbook. Those who violate the standards in this Code may be subject to disciplinary action, up to and including termination. Additionally, any office or department of the company may impose more restrictive policies as required in the course of business. You're responsible for complying with these supplemental policies to the extent they apply to your office or department and to the extent they are more restrictive than the Company's standard policy.

Q: Where can I find NFP's corporate policies?

A: NFP's corporate policies may generally be found on the **PeopleFirst Portal** under "Company Info and Policies" on the left side of the home page.

MANAGERS' OBLIGATIONS

As a manager, you have a greater level of responsibility. You should model appropriate conduct and ensure that the people you supervise understand their responsibilities under the Code. Create an environment where employees feel comfortable raising concerns without fear of retaliation. If approached with a concern related to the Code, give the employee your complete attention and seek additional clarification. Don't investigate the matter yourself. Instead, contact the Chief Compliance Officer, the Legal Department or the Human Resources Department to raise issues or concerns that arise under the Code. Managers who fail to report misconduct may be held responsible and disciplined accordingly.

RAISING CONCERNS

We all have an obligation to uphold the ethical standards of NFP. If You observe conduct that concerns You, You're expected to report the issue promptly. Doing so will allow NFP to investigate the matter and correct it, possibly before it becomes a violation of the law or a risk to the company's reputation.

You have several options for raising issues and concerns. You may contact any of the following:

- Your manager
- The Legal department
- The Compliance department
- The Human Resources department
- A senior member of the Finance department
- An officer at NFP's Corporate office

Contact information is located at the end of this Code. You also have the option to make reports of suspected violations of the Code by calling the company's anonymous Whistleblower Hotline at 855-296-9085 or by logging onto <https://nfp.alertline.com/gcs/welcome>.

If You report a concern to anyone in the list above and don't believe the issue has been addressed, feel free to raise it with another corporate officer. While all violations should be reported, the following must be reported immediately:

- Bribery
- Any ethics violation by an officer
- Fraud or theft greater than \$5,000
- Incorrect records and accounts
 - Interfering with audits
 - Falsifying, misrepresenting or destroying financial data or reports
 - Improperly concealing financial data, including creating off-the-record bank accounts
- Unauthorized access to company information systems (hacking)
- Significant accounting deficiencies
 - Deficiencies in the design or operation of internal control over financial reporting
 - Fraud involving managers or employees involved in financial reporting
- Improper disclosure of protected health information
- Threats to human life or slave or forced labor
- Bid rigging, price fixing and other anti-competitive practices
- Money laundering
- Violations of state insurance laws

Q: I've seen something that I think may be a violation of company policy, but it doesn't affect my area of the company so I may be incorrect. What should I do if I'm unsure and it doesn't affect me directly?

A: We rely on our employees to report misconduct and unethical issues. As Warren Buffet famously said, "It takes 20 years to build a reputation and five minutes to ruin it." When misconduct is left unreported, it can cause immeasurable damage to our reputation and possibly lead to regulatory and legal consequences. Report concerns, even if You aren't certain that it's a violation. Our reputation depends on it!

ANONYMITY AND CONFIDENTIALITY

When You make a report through the company's Whistleblower Hotline, You may choose to remain anonymous, although You are encouraged to identify Yourself to facilitate communication and follow-up. If You make your identity known, we'll take every reasonable precaution to keep your identity confidential, consistent with conducting a thorough and fair investigation, and subject to the company's obligation to notify third parties, such as regulators or other authorities. To help maintain confidentiality, avoid discussing these issues, or any investigation, with other employees.

Q: Can I report an issue and still remain anonymous?

A: We encourage employees who make reports to provide contact information so that we can investigate the matter thoroughly and more efficiently. However, You may choose to remain anonymous if You prefer.

INVESTIGATIONS

NFP will promptly investigate any reported matter. It's important that You don't conduct Your own preliminary investigation with respect to alleged violations. Investigations of alleged violations may involve complex legal or ethical issues, and acting on Your own may compromise the integrity of an investigation and adversely affect both You and the company. You're expected to cooperate fully in any investigation of any potential violation. The company takes these matters seriously and expects the same from You. It's a violation of the Code to make a false accusation, lie to an investigator or refuse to cooperate with an investigation. Honest reporting means that You believe that the information You're providing is accurate, even if it's later determined that the facts were different than You believed.



NO RETALIATION

NFP values the help of employees who bring potential problems to our attention. Retaliation against employees who raise an issue is strictly prohibited and a violation of this Code. Voicing concerns related to this Code may not be used as a basis for any adverse employment action, including demotion, loss of benefits, harassment, discrimination or termination.

If You believe someone has retaliated against You, report the matter to the Human Resources department or use the company's Whistleblower Hotline.

CONSEQUENCES OF VIOLATIONS

Subject to applicable law, employees, officers, directors and managing directors who violate applicable laws and regulations, this Code and/or other company policies may be subject to disciplinary actions, up to and including termination of employment and, if warranted, civil legal action or referral to criminal prosecution. In addition, such disciplinary action may be taken against anyone who directs or approves infractions or has knowledge of them and doesn't promptly report them in accordance with company policy.

UPHOLDING INTEGRITY: COMPANY ASSETS, INFORMATION AND REPUTATION

Business and Financial Records

Ensuring the accuracy of the company's business and financial records is everyone's responsibility, not just the role of Accounting and Finance personnel. Each of us is responsible for creating, retaining and disposing of company records in accordance with NFP's [Record Retention Policy](#) and applicable legal requirements.

NFP is committed to compliance with applicable laws, rules and regulations, accounting standards and internal accounting controls. All corporate records must be true, accurate and complete, and company data must be promptly and accurately entered into our books in accordance with applicable accounting principles. You should promptly report complaints or concerns regarding accounting, internal accounting controls and auditing matters.

Q1. We have a large policy in the pipeline, management is confident it will sail through underwriting, and they've instructed me to accrue the commission revenue. Can I recognize revenue on the policy?

A1. No, You cannot. You should reach out to corporate Finance and understand NFP's revenue recognition criteria. Misinterpretation of the guidelines could potentially distort NFP's financial reports and result in a substantial amount of effort, including yours to correct the misstatement. So, it's imperative to seek additional guidance on this subject in advance.

Q2. My supervisor instructed me to postpone entering payables for two weeks until the beginning of the new accounting period. Can I push these invoices into the next period to help improve the profitability of the office?

A2. No, You cannot. Intentionally delaying the processing of invoices in order to skew the individual performance of the office is a violation of the NFP Code of Conduct.

Q3. When the Managing Director is away from the office, we use his signature stamp to authorize checks. He's given us permission, so it's not a big deal, right?

A3. It is a big deal! You should never use another person's signature stamp to authorize a check. If the Managing Director's travel schedule interferes with his ability to sign checks timely, then the office should coordinate with NFP Treasury to add another authorized signer on the account.

Q4. A manager asked me to prepare a wire to a new vendor without any supporting documentation. Should I challenge the validity of the request?

A4. You should, and thank You for helping to safeguard NFP's resources. Please contact corporate Finance or Internal Audit when You have any questions.

Company Assets

You're expected to protect the company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on NFP's profitability. All company assets should be used for legitimate business purposes. Company equipment shouldn't be used for non-company business, but limited personal use may be permitted, provided that such use doesn't violate the [Employee Handbook](#) in any way.

Q: Is my company email address a company asset?

A: Yes. Your company email address is an NFP asset and should only be used for business purposes. Please don't use it as a username for any personal accounts.

Confidentiality of Company Information

Employees are obligated to protect the company's nonpublic information at all times, including outside of the workplace and working hours, and even after employment ends. You must maintain the confidentiality of information obtained through your association with NFP and/or its clients, except when disclosure is authorized by the company or legally mandated. You must not use that information for personal advantage. Confidential information includes all financial and other nonpublic information and other records that, if disclosed, might be of use to competitors, or harmful to the company or its clients.

If You possess or have access to confidential information, You must: (i) not use the information for Your own benefit or for the benefit of other persons; (ii) carefully guard against disclosure of that information to people outside NFP (e.g., avoid discussing with family members and business acquaintances, or in public places such as taxis and elevators) and (iii) not disclose confidential information to another company employee unless the employee needs to know the information for a legitimate business purpose undertaken on behalf of the company. Even then, take appropriate steps, such as execution of a confidentiality agreement, to prevent misuse of the information.

Your obligation to treat information as confidential does not end when You leave NFP. Upon termination of your employment or other association with the company, You must return everything that belongs to the company, including all documents and other materials containing company and client confidential information. You must not disclose confidential information to a new employer or to others after you or they cease to be employed or otherwise associated with the company.

You may not disclose your previous employer's confidential information to the company. Of course, You may use general skills and knowledge acquired during Your previous employment.

Q: I'm on vacation next week and want to send some confidential company documents to my personal email account so that I have easy access to the information for a conference call. Is that an issue?

A: You are not permitted to email confidential documents to your personal email. If You need access to the information while You are out of the office, You should use either VPN or Egnyte to access the information.

Company's Corporate Opportunities

You're prohibited from (i) taking for Yourself personally opportunities that are discovered through the use of the company's property, information or position without the prior written approval of NFP's General Counsel, and with respect to executive officers of NFP, without the prior approval of NFP's General Counsel and Chief Executive Officer, (ii) using the company's property, information or position for improper personal gain, or (iii) competing with the company directly or indirectly. You owe a duty to NFP to advance its legitimate interests when the opportunity to do so arises.

Comply with Laws, Rules and Regulations

NFP strives to be a good corporate citizen and comply with all applicable laws, rules, regulations and ordinances. You're expected to comply with all laws, rules, regulations and ordinances affecting the company. If You're unsure about any legal or compliance requirements, You should seek advice from Your manager or the Legal Department.

Q: If my supervisor asks me to do something that I think is wrong, what should I do?

A: You should never do anything that You think is in violation of a company policy, including this Code of Business Conduct and Ethics, or the law. Discuss your concerns with Your supervisor, if possible. Otherwise, see the section titled "Raising Concerns" for a list of other possible reporting avenues.

The Media and Others

In order to ensure that all information about the company provided to the media and other related parties is accurate, non-confidential and in compliance with all applicable laws, contact with the media and such other parties is restricted to designated NFP spokespersons. This extends to communications with the public, regulators and other government officials. If a member of the press contacts You to discuss the company or any of its subsidiaries or vendors, please contact the Marketing department before responding to any questions or requests for interviews. Note the person's name, telephone number, the name of the publication or company, the applicable deadline and the nature of the inquiry. Once contacted, the company will provide guidance regarding an appropriate response.

For more information regarding the disclosure of information about the Company, refer to the *Policy on Communication with the Media*.

If a regulator or other government official contacts You to discuss NFP or any of its subsidiaries or affiliates, please contact the Legal department or Compliance department. If You receive a subpoena, enforcement inquiry from a regulator, litigation documents or inquiries from outside counsel, forward the information to Legal. Contact information may be found at the end of this Code.

Q: If I am asked to comment about NFP's business or financial condition by a member of the media, may I give my opinion if I position it as merely my opinion?

A: No. You should not provide any comments, even personal opinion, to the press without prior approval from NFP's Marketing department. Further, comments about financial matters may seriously impact our business and are generally considered highly confidential.

Gifts, Meals & Entertainment

Gifts, meals and entertainment for customers must support a legitimate business interest of the company and should be reasonable and appropriate under the circumstances. When You act on NFP's behalf and provide or receive third-party gifts and entertainment in Your corporate capacity, You're expected to exercise good judgment in each case, taking into account the circumstances, including the character of the gift or entertainment, its purpose, its appearance, the positions of the persons providing or receiving the gift or entertainment, the business context, reciprocity, and applicable laws and social norms.

Don't accept gifts, meals or entertainment, or any favors, from vendors or customers if doing so could compromise, or appear to compromise, our ability to make objective business decisions in the best interests of NFP. Please refer to NFP's **Travel and Expense Policy** and the **Anti-Corruption Policy** for specific guidelines and approval requirements for gifts, meals and entertainment.





UPHOLDING INTEGRITY: AVOIDING CONFLICTS OF INTEREST

Personal Conflicts of Interests

You're expected to exhibit honest and ethical conduct, including the ethical handling of conflicts of interest in personal and professional relationships. You must avoid conflicts of interest involving the company or its business. A "conflict of interest" occurs when an individual's private interest interferes in any way, or even appears to interfere, with the interests of the company. A conflict situation could arise if You take action or have an interest that makes it difficult to perform Your work for NFP objectively and effectively. Conflicts of interest could also arise if You receive improper personal benefits as a result of Your position with the company.

Potential conflicts of interest may not always be obvious or easy to resolve, so if You're engaged in, or otherwise aware of, any conduct that creates an actual, apparent or potential conflicts of interest, You must promptly seek guidance from Your manager, the Legal department or an HR representative. In addition, certain transactions between executive officers and NFP or any of its subsidiaries require prior approval. For more information, please refer to NFP's [Related Person Transactions Policy](#).

Q: It's my job to select a vendor for the company. One of the vendors being considered is a company that I have an investment in. Do I need to take any precautions?

A: In this situation, your interest in the vendor conflicts – or at least appears to conflict – with Your responsibility to select the best vendor for NFP. The best course of action is either for You not to be involved in the selection process or for Your interest in the vendor to be disclosed to Your manager and others involved in the selection process.

Examples of a conflict of interest:

- Financial investment in a vendor or supplier
- Engaging in a business that competes with NFP
- Investing in a competitor unless the investment is in a publicly traded company
- Working for, or serving as a director or advisor to, a competitor
- Acting on behalf of NFP in a business transaction involving a family member or close friend
- Allowing Your activities to interfere with Your job performance

Directorships with Outside Entities

Members of the Executive Management Committee are prohibited from serving on the board of directors (or similar governing body) of a for-profit outside entity without the prior approval of NFP's Chief Executive Officer, after consultation with NFP's General Counsel. All other NFP employees, officers, directors and managing directors are prohibited from serving on the board of directors (or similar governing body) of a public for-profit outside entity without the prior approval of NFP's Chief Executive Officer, after consultation with NFP's General Counsel.

After joining the board of directors (or similar governing body) of an outside entity, whether for-profit or not-for-profit, company employees, officers, directors and managing directors must avoid any actual or perceived conflicts of interest.

UPHOLDING INTEGRITY: CLIENTS

Fair Dealings

We expect to outperform our competition fairly and honestly. We seek competitive advantages through superior performance, not through unethical or illegal business practices. You're expected to deal fairly with the company's customers, suppliers, competitors and employees. Don't take unfair advantage of anyone through manipulation, concealment, misrepresentation of material facts or any other unfair-dealing practice in connection with the company's business. Stealing proprietary information, possessing or utilizing trade secrets obtained without the owner's consent or inducing such disclosures by past or present employees of a competitor is strictly prohibited.

Q: My manager has asked me to share customer information from my former employer. Can I do that?

A: No. You're not permitted to disclose customer information of your former employer. You have an obligation to protect your former employer's confidential information after leaving that company, just as You would be expected to protect our confidential information should You leave to work somewhere other than NFP. Not only is it a breach of this Code to share your ex-employer's confidential information; it may create liability for Yourself and NFP.

Anti-Bribery

Transactions with local and foreign governments are governed by certain laws and aren't the same as conducting business with private parties. There are federal, state and local laws that restrict payments or reimbursements of expenses incurred by government officials, in addition to the receipt of gifts, meals and entertainment by government officials and their intermediaries. Consult [NFP's Anti-Corruption Policy](#) to make sure You understand the laws and the company's policies when transacting with governmental entities.

You may not make or receive improper payments on behalf of the company. An improper payment means receiving or paying a bribe or giving, offering or promising to give money or anything else of value to any person, to improperly influence any act or decision of a person, or to otherwise gain an improper benefit for the company. There are also state laws that govern bribery in the commercial context. Generally, it's acceptable to have reasonable and customary interactions with commercial parties in the form of gifts, entertainment and hosting business meetings; however, commercial bribery laws prohibit attempts to influence an employee's conduct in relation to his or her employer's affairs without the knowledge of the employer and contrary to the best interests of the employer.

Please review NFP's **Anti-Corruption Legal Compliance Guide** and its index of state bribery laws for more information. Violation of certain state bribery laws may result in a felony conviction and/or incarceration.

Q: A consultant the company uses to assist with government relations recently asked us for a large increase in commission. I suspect the consultant may intend to pass this money on to local officials. What should I do?

A: Report your suspicions to the Compliance department at once. No such payments should be made to the consultant until the company has investigated your concerns.

Anti-Money Laundering

It's NFP's policy to prohibit and actively prevent money laundering and any activity that facilitates money laundering or the funding of terrorist or criminal activities. To protect NFP from those engaged in money laundering activities, ensure that You know Your clients and obtain all client information required by laws, regulations and policies. Be sure to alert Your supervisor of any unusual or potentially suspicious activities that constitute money laundering or the financing of terrorism or that involve proceeds from unlawful activity.

Be alert to:

- Large cash payments
- Payments to someone not a party to a contract
- Payments in an unusual currency
- Payments from an unusual account
- Multiple money orders
- Volume purchases of prepaid products like gift cards
- Unusual fund transfers

Privacy of Personal Information

NFP respects the privacy of all its business partners and customers, as well as its employees. You're expected to handle personal data responsibly and in compliance with all applicable privacy law. You must handle personal information in accordance with any relevant contractual obligation, and only use such information for a legitimate business purpose. Limit access to the information to those who have a legitimate business purpose, and take care to prevent unauthorized disclosure. Don't review or discuss confidential information in public places or in places where You may be overheard.

The **Employee Handbook** outlines NFP's *Information Technology and Electronic Communication Policies*, which includes policies on computer usage, telecommunications usage, email and voicemail, mobile devices, social networking and recording. You're expected to fully understand and comply with these Policies.

Q: I emailed some protected information to the wrong client. I've asked the client to delete the information. Do I need to do anything else?

A: Yes. Report the incident to NFP's Coordinated Incident Response Team (CIRT), which stands ready to respond to any cybersecurity incident, even unintended disclosures that are the result of employee mistakes. Alert CIRT of incidents by emailing CIRT@nfp.com or by contacting Mark Grosvenor (mgrosvenor@nfp.com or 512-697-6650) or David Horn (dhorn@nfp.com or 512-697-6508).

UPHOLDING INTEGRITY: PERSONNEL

Equal Employment Opportunity

The company's focus when making personnel decisions is on merit and contribution to the company's success. Concern for the personal dignity and individual worth of every person is an indispensable element in the standard of conduct that we have set for ourselves. The Company affords equal employment opportunity to all qualified persons without regard to any impermissible criterion or circumstance. For a more detailed discussion on NFP's policies on equal opportunity and nondiscrimination, please refer to the **Employee Handbook**.

Sexual Harassment

NFP values its employees and prohibits all forms of sexual harassment and conduct of a sexual nature that interfere with an individual's work performance. It's the responsibility of every employee and supervisor to ensure compliance with this Code and report sexual harassment promptly. Please refer to the Employee Handbook for more information on our sexual harassment policy.

Examples of improper conduct may include, but are not limited to: unwelcome sexual advances, sexual remarks or jokes, inappropriate touching, gesturing or physical interference which impedes or blocks another's movement, or demeaning posters, cartoons, photographs, graffiti or drawings.

If You're a victim of sexual harassment and are uncomfortable reporting the conduct to Your supervisor, You may report the incident(s) to Your department head, local HR representative, the Human Resources department or the Legal department. You may also contact the company's anonymous Whistleblower Hotline (www.nfp.alertline.com or 855-296-9085). The website and hotline are administered by an independent third party. Supervisors are required to report any employee complaints or incidents of alleged harassment to their supervisor or department head and their local HR representative or the Human Resources department.

Other Forms of Harassment

The Company is committed to maintaining a working environment free from harassment — whether based on race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability or any other characteristic protected by law. Actions that create a hostile working environment are strictly prohibited. Please refer to the [Employee Handbook](#) for more information on our harassment policy.

Examples of unacceptable conduct include inappropriate jokes, threats, derogatory comments, physical contact, teasing, bullying, intimidation or other offensive actions related to an individual's diversity protected in our Code and Employee Handbook.

Workplace Safety

Violence or threats of violence in any form are unacceptable and will not be tolerated. The company believes that all employees should be able to enjoy a work environment free from all forms of violence. Any incident or threat of violence, regardless of whether the offender is an employee or third party, must be immediately reported to HR for the prompt investigation of all allegations. Depending on the circumstances, federal, state and/or local authorities may also be contacted. Any report of an act of violence will be kept confidential to the greatest extent possible to the extent deemed appropriate by the Company and in accordance with law.

Please refer to the [Employee Handbook](#) for more information on our workplace violence policy.



WAIVERS AND AMENDMENTS

Any waiver of this Code may be made by NFP's General Counsel and Chief Executive Officer or the Board of Directors of NFP Corp. Any amendments of this Code must be approved by the Compliance and Ethics Committee or the Board of Directors of NFP Corp.

CONTACTS

Legal Department

340 Madison Avenue, 20th Floor
New York, NY 10173
212-301-4000
General Counsel
evan.michael@nfp.com

Human Resources Department

1250 Capital of Texas Highway South, Suite 600
Austin, TX 78746
512-697-6000
EVP of Human Resources
kim.davis@nfp.com

Compliance Department

1250 Capital of Texas Highway South, Suite 600
Austin, TX 78746
512-697-6000
Chief Compliance Officer
CorporateCompliance@nfp.com

Finance Department

340 Madison Avenue, 20th Floor
New York, NY 10173
212-301-4000
Chief Financial Officer
brett.schneider@nfp.com

COPIES OF THIS CODE

Copies of this Code are available from the Legal department or the Human Resources department.



Ethics and Conduct — And a Whole Lot More.

At NFP Corp., our solutions and expertise are matched only by our personal commitment to each client's goals. We're a leading insurance broker and consultant that provides employee benefits, property & casualty, retirement and individual private client solutions through our licensed subsidiaries and affiliates.

NFP has more than 3,400 employees and global capabilities. Our expansive reach gives us access to highly rated insurers, vendors and financial institutions in the industry, while our locally based employees tailor each solution to meet our clients' needs. We've become one of the largest insurance brokerage, consulting and wealth management firms by building enduring relationships with our clients and helping them realize their goals.

For more information, visit **NFP.com**.



Date: 1/21/2025

Appointments to City Council Committees and Inter-Agencies

Proposed Action

Staff recommends adoption of the following motion: Move to approve appointments to the City Council committees and inter-agencies.

Overview

Appointments reflect the decisions made at the retreat on January 4. Representation has changed for some committees or inter-agencies, but not all. These changes add new perspectives and ideas to the committee or inter-agency. Appointments are for the 2025 year.

Supporting Information

1. Council Committee Assignments 2025

Financial Impact: \$ Budgeted: No Source: Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Taylor Snider, Assistant to the City Administrator
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CITY OF LAKEVILLE

RESOLUTION NO. 25-

**RESOLUTION APPROVING APPOINTMENTS TO CITY COUNCIL
COMMITTEES AND INTER-AGENCIES**

WHEREAS, the City Council believes it to be advantageous to facilitate the duties and responsibilities of the City Council by Committee and Inter-agency assignments.

NOW, THEREFORE, BE IT RESOLVED that the following City Council committees and inter-agencies are hereby established, and appointments thereto are approved for 2025:

INTERNAL COMMITTEE/COMMISSION	COUNCIL MEMBERS (*STAFF)	
	MEMBER(S)	ALTERNATE
Economic Development Commission	Hellier (Ex-officio)	*Miller (Ex-officio)
Fire Relief Association	Lee (Ex-officio)	*Meyer, *Stahl (Ex-officio)
Liquor Committee	Wolter Bermel	N/A
Personnel Committee	Wolter Volk	N/A
Public Safety Committee	Lee Bermel	N/A
EXTERNAL COMMITTEE/COMMISSION		
ALF Ambulance	Lee	Hellier
Dakota 911 Board of Directors (Two-year term 2024-2025)	Bermel	Wolter
Lakeville Arenas Board of Directors	Volk *Miller	Bermel
I-35 Solutions Alliance	Bermel *Johnson	*Oehme

League of Minnesota Cities (including appointments/ subcommittees on behalf of LMC)	All City Council	N/A
Metro Cities (including appointments/ subcommittees on behalf of Metro Cities)	All City Council	N/A
Housing and Redevelopment Authority	All City Council	N/A
Municipal Legislative Commission (MLC)	Hellier *Miller	N/A
Opioid Response Advisory Committee	Wolter	N/A
Airlake Airport Advisory Commission (ALAAC)	Bermel *Goodroad	Wolter *Bachmayer
Dakota Mayor/ Manager Meetings	Hellier *Miller	N/A
Downtown Lakeville Business Association	Volk	Hellier
Chamber of Commerce Access and Issues Committee	Lee Wolter	N/A
Regional Council of Mayors (including associated groups/ committees)	Hellier	N/A
LOGIS Board of Directors	*Kuennen	*Miller
Lakeville Area Historical Society	*Snider (Ex-officio)	

ADOPTED by the Lakeville City Council this 21st day of January 2025.

Luke Hellier, Mayor

Ann Orlofsky, City Clerk



Date: 1/21/2025

2025 Building and Facility Lawncare Contract

Proposed Action

Staff recommends adoption of the following motion: Move to approve a contract with Gonzo Bros Landscape LLC, for lawncare and landscaping maintenance on city facility properties.

Overview

Each year, the city contracts services for lawn and landscape maintenance at city facilities and building properties. For 2025, the city solicited proposals for these services and received four bids, with prices ranging from \$92,221.84 to \$130,324.14.

City staff reviewed and evaluated all proposals based on the specifications outlined in the Request for Proposals (RFP). After thorough assessment, staff recommends awarding the contract to Gonzo Bros Landscape LLC.

Supporting Information

1. 2025 Lawncare Contract v.3_Gonzo
2. Proposal Tabulation
3. Building Facilities Landscape Maintenance 2025 (002)

Financial Impact: \$92,221.84 Budgeted: Yes Source: Operating Fund Envision Lakeville Community Values: Good Value of Public Services Report Completed by: Tom Breeggemann Facility Supervisor
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**CONTRACT FOR SERVICES
BUILDING AND FACILITIES
LANDSCAPE MAINTENANCE 2025**

AGREEMENT made this 20th day of January 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and **GONZO BROS LANDSCAPE LLC**. (“Contractor”).

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

1. CONTRACT DOCUMENTS

The following documents shall be referred to as the “Contract Documents,” all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This Agreement
- B. 2025 Building and Facility Lawncare RFP
- C. Addendum #1 (Exhibit D)
- D. Parcels and Properties (Exhibit A)
- E. Building and Facilities Maintenance Standards (Exhibit B)
- F. Contractors Proposal (Exhibit C)

2. CONTRACTOR’S RESPONSIBILITIES.

A. Contractor shall be responsible for providing lawn maintenance services for parcels or properties listed in Exhibit A per the City of Lakeville’s Building and Facilities Landscape Maintenance Standards, attached hereto as Exhibit B. (“Work”).

3. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor’s negligence or its performance or failure to perform its obligations under this Contract. Contractor’s indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

4. TERM. The term of this contract shall be January 1, 2025 - December 31, 2025.

5. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under except as may be specifically agreed in writing.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under except as may be specifically agreed in writing.

6. GOVERNING LAW. The Contract shall be governed by the laws of the State of Minnesota.

7. CONDITION/INSPECTION/REMEDY.

A. All goods and other materials furnished under this Contract shall be new and in current manufacture unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All services not conforming to these requirements shall be considered defective.

B. Services shall be subject to inspection by the City.

C. Defective work shall be removed and replaced, or satisfactorily repaired.

8. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the Work; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the Work involved. Changes in the Contract Price shall be based upon the prices identified in the Proposal Form provided as Exhibit C or negotiated between the parties based on similar work provided in the Proposal Form.

9. UNAUTHORIZED WORK. Additional work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

10. OBLIGATIONS OF THE CITY. The City shall pay the Contractor for performance of the Contract as per the Proposal Form attached hereto as Exhibit C from January 1, 2025 - December 31, 2025. Payments shall be made periodically after a service has been completed and within thirty (30) days of receipt of an invoice.

11. WORKER'S SAFETY. The Contractor shall follow all applicable safety standards for landscape maintenance; including but not limited to hearing, mower operation and chemical application.

12. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor, or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee

\$500,000 – Bodily Injury by Disease aggregate

\$500,000 – Bodily Injury by Accident

The Contractor's insurance must be "Primary and Non-Contributory". All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

13. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

14. 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.

15. STANDARD OF CARE. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a

contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

16. INDEPENDENT CONTRACTOR. The City hereby retains Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor 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. 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.

17. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statutes § 471.425. Contractor must pay subcontractor for all undisputed services provided by subcontractor within ten (10) days of Contractor's receipt of payment from City. Contractor must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred and no/100 Dollars (\$100.00) or more is Ten and no/100 Dollars (\$10.00).

18. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

19. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

20. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

21. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, provided Contractor is not in default of the Contract, the City shall pay the Contractor for completed Work.

CITY OF LAKEVILLE

GONZO BROS LANDSCAPE LLC.

BY:

Luke M. Hellier, Mayor

BY:

Chris Gonzales

AND:

Ann Orlofsky, City Clerk

Its:

Owner / President

Exhibit A

**2025 BUILDING AND FACILITIES LANDSCAPE MAINTENANCE
CITY PROPERTY DESCRIPTIONS / LOCATIONS**

Building Locations:

1. Water Treatment Facility – 18400 Ipava Avenue / Well #10, 185th and Ipava Avenue
2. Heritage Center – 20110 Holyoke Avenue
(Includes entire berm N of Heritage Center, S Heritage Drive boulevard between Holyoke Avenue and Holister Lane and S Holister Lane boulevard between intersections of Heritage Drive / Holister Lane going E to town-home property line).
3. Fire Station #1 – 20190 Holyoke Avenue
4. Fire Station #2 – 16720 Dodd Boulevard
(Includes the round-a-bout located at Dodd Blvd. and Flagstaff Avenue and trail/sidewalk boulevards adjacent to the round-a-bout.
5. Fire Station #3 – 10775 175th Street
(Includes 175th Street and Kenrick Avenue boulevards that surround storm water pond S of Fire Station #3 and sodded area around storm water pond).
6. Fire Station #4 – 9465 185th Street
7. Lakeville Liquors Galaxie – 16000 Galaxie Avenue
(Includes berm on S side of liquor store that goes E-W from Valley Lake Park to church property site). **Berm to be mowed weekly.**
8. Lakeville Liquors Keokuk – 20880 Keokuk Avenue
9. City Hall – 20195 Holyoke Avenue
(Includes the round-a-bout located at Holyoke Avenue and 202nd Street, the trail/sidewalk boulevards adjacent to the round-a-bout, the Electronic Reader board and City owned property in the southwest corner of this intersection.
10. Police Station – 9237 183rd Street
11. Heritage Library – 20085 Heritage Drive

Facility Locations:

A) Lift Stations / Grinders:

1. 10220 199th Street (Lift Station #4)
2. 19669 Jersey Avenue (Lift Station #5)
3. 18636 Lafayette Way (Lift Station #23)

4. 19100 Orchard Trail (Lift Station #6) – Does not include raingarden

B) Wells:

5. Well #6 – Dakota Heights Tower – 17990 Jacquard Path
6. Well #7 – 20585 Kenrick Avenue
7. Well #8 – 18490 Italy Avenue
8. Well #9 – 10348 185th Street
9. Well #13 – Ipava Avenue / 175th Street
10. Well #15 – Ipava Avenue / 192nd Street
11. Well #16 – 190th Street / Ipava Avenue (New site in 2018 – spring start)
12. Wells #21 & #22 – SE corner Dodd Blvd and Highview Avenue
13. Booster Station #1- Northwest corner of Keokuk Ave and 215th Street

C) Towers:

14. Old Valley Park Tower – 16929 Gerdine Path
15. Fairfield Tower – 11075 210th Street
16. Airlake Water Tower – Old Public Works / 7777 214th Street
17. Holyoke Water Tower – Holyoke Avenue / 190th Street

Exhibit B

2025 BUILDING AND FACILITIES LANDSCAPE MAINTENANCE STANDARDS

Section 1 – Spring Cleanup

1.1 Inspection of Area

The Contractor shall inspect the areas and acquaint themselves with all locations, physical conditions and scope of work involved.

1.2 Scheduling

Begin as soon as ground conditions and weather permits. Spring cleanup must be completed at all sites by May 15 of the current year.

1.3 Quality Indicators

All landscape beds are to be vacuumed/swept/raked to clean up any leaves, litter or sand. All turf areas including boulevards are to be swept/vacuumed. Remove and properly dispose of all cleanup-related debris.

Section 2 – Lawn Mowing

2.1 Inspection of Area

The Contractor shall inspect the areas and acquaint themselves with all physical conditions involved.

2.2 Scheduling

Cutting shall occur between the hours of 7:00 AM – 7:00 PM, Monday through Friday, and 8:00 AM – 5:00 PM, Saturday and Sunday.

2.3 Cutting Intervals

All turf areas shall be mowed at a maximum of seven (7) day intervals.

2.4 Height of Cut

All grass shall be kept cut to a minimum height of 2" and a maximum of 3".

Mowers shall be sharp and adjusted to the specified cutting height at all times. Skips in mowing, streaking of lawns and dragged over grass without cutting will not be accepted. The Parks Superintendent or the Parks Supervisor may change minimum and maximum grass heights. The City reserves the right to change the height of the cut with proper notification to the contractor.

2.5 Policing of Grounds

Prior to mowing turf areas, all trash and debris including cans, rocks, bottles and papers will be removed and properly disposed of.

2.6 Cleaning of Walks and Pavements

Clippings will not be discharged onto sidewalks or pavements. All walks and pavements will be swept or blown after mowing to remove and properly dispose of all grass clippings and debris.

2.7 Grass Clippings

Grass clippings may remain on the turf, provided they are evenly disbursed. Any detectable clumping must be promptly bagged and properly disposed of.

Section 3 – Edging, Weeding, Trimming and Pruning of Shrubs

3.1 Inspection of Area

The Contractor shall inspect the area and acquaint themselves with all locations, physical conditions and scope of the work involved.

3.2 Edging and Weeding

Edging is defined as clipping of vegetation growing adjacent to, horizontally over or through walks, sprinkler heads, driveways, curbs, parking lots, trees, shrub beds, utility poles, sign posts or any other place where required to present a neat, well-maintained appearance.

Edging will occur a minimum of every other grass cutting. Edging the cultivated areas around trees, shrubs, mulch beds, walks and pavements will be required once per month. The grass shall be edged to a line parallel to, and not more than, one inch from the edge of the walks and pavement or curbing.

3.3 Weed Control

Contractor will provide a minimum of three applications of herbicide treatments. The herbicide program shall consist of an application of pre-emergent weed control herbicide in May, an approved broadleaf weed control application in May – June, and a second broadleaf weed control application in August – September. Contractor may adjust application timing to be consistent with the herbicide label, weather conditions and plant growth. Reapplication at no additional cost will be required for unsatisfactory results. The designated City representative shall be notified a minimum of 24 hours prior to application of sites to be treated and product planned to be used. Contractor shall post sites with the appropriate signage indicating sites have been treated.

3.4 Trimming and Pruning

Shrubs and trees less than 25' in height shall be pruned a minimum of one time per year by a Certified Arborist or experienced personnel. All pruning shall be done in accordance with ANSI pruning standards. All pruning cuts shall be made with sharp tools at the collar of the parent branch. All debris shall be removed and properly disposed of. Oaks and elms shall never be pruned between April and October. Avoid pruning honeylocust, crabapples, hawthorns, cotoneaster during the growing season (April to October) to prevent fungal and bacterial infections.

1. Cane-growth habitat shrubs (examples include: Viburnum species like nannyberry/arrowwood, Spirea, Honeysuckle, dogwood, ninebark, etc.):

Renewal pruning – every year remove up to one-third of the oldest, thickest stems, pruning them down to ground level. Cut back any remaining stems that look overgrown.

Rejuvenation pruning – for overgrown shrubs, cut all stems or trunks, pruning them down to ground level in early spring. This type of pruning shall be done in early spring March/April before growth begins.

2. Tree-form shrubs and trees (examples include: Pagoda dogwood, Japanese tree lilac, Nannyberry tree-form):

Natural pruning – prune branches to develop structure and improve plant health. Select central leader and prune out codominant branches using reduction cuts within a size range appropriate from the species and size plant. Prune out dead, damaged, diseased, crossing and/or crowded branches using proper pruning cuts. This type of pruning shall be done between November and March.

3. Evergreen or deciduous hedges or evergreen shrubs (yews and arborvitae):
Shearing or pick-pruning – once hedges or evergreen shrubs reach the desired height and width, prune back every time it grows 6 to 8 inches.

4. All shrubs and trees shall be pruned to maintain specified clearance near trails/sidewalks, buildings, light poles, signs and over mowed/maintain grass unless inappropriate for the size, species and location of the plant.

- a. Trails/sidewalks – 10 feet of vertical clearance for trees at least 5 inches in diameter. 2-3 feet of horizontal clearance for small trees and shrubs.
- b. Buildings and light poles – 3-4 feet of clearance for trees, 1-2 feet of clearance for shrubs.
- c. Signs – 2-3 feet of clearance
- d. Mowed/maintained grass - 8 feet of vertical clearance for trees at least 5 inches in diameter.

Section 4 – Fertilization

4.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

4.2 Fertilizing

Fertilizer shall be applied twice during the growing season. Once in early spring, after the spring cleanup and prior to May 20. The fertilizer shall be a minimum of 25% slow release. A grade analysis of 20-0-20, 24-0-12, 30-0-15 or pre-approved equal shall be applied at a rate of 1.0 pound of nitrogen per 1,000 square feet.

Fall application shall be applied between August 15 and September 30, and shall be a grade analysis of 20-0-20, 24-0-12 or pre-approved alternate with a minimum of 25% slow release, applied at a rate of 1.0-pound nitrogen per 1,000 square feet.

Section 5 – Maintenance of Mulch Beds

5.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

5.2 A pre-emergent weed control shall be applied in early Spring to all maintained mulch bed areas. The application shall consist of both a grass type and broadleaf type pre-emergent herbicide. Select pre-emergent least likely to damage the managed perennials, shrubs and trees on site. Avoid herbicide applications directly on or near managed perennials, shrubs and trees, especially newly planted and establishing vegetation. Owner can provide species lists for each site upon Contractor request. Contractor shall follow application with either manual weed removal or chemical weed control for any undesired vegetation.

5.3 All mulch beds and tree mulch rings shall be maintained weed, grass and debris free. Mulch beds shall be maintained at a 4-6" depth, with mulching material provided by the City. Mulch shall be kept 3-4" away from the base on tree trees so the root flare is exposed. Mulch beds shall be cultivated or "turned over" to scarify top "crust" when other maintenance is done on site.

Section 6 – Litter Pickup and Sidewalk and Parking Lot Maintenance

6.1 Inspection of Area

The Contractor shall inspect areas to acquaint themselves with all physical conditions and the scope of the work involved.

6.2 Litter Pickup

In conjunction with the weekly turf maintenance program, all areas within the contract area including sidewalks, parking lots, shrub beds and turf areas shall be policed for litter and debris.

6.3 Sidewalk and Parking Lot Maintenance

In conjunction with the weekly turf maintenance program, sidewalks and parking lots within the contract area shall be checked. Any gravel, stones, sand, dirt, broken glass or other debris shall be swept and properly disposed of. Weeds in cracks, sidewalks and parking lots shall be sprayed with Round-up (or approved equal) and then removed after product takes effect.

Section 7 – Fall Cleanup

7.1 Inspection of Area

The Contractor shall inspect areas shown on the map to acquaint themselves with all physical conditions and the scope of the work involved.

7.2 Scheduling

To be completed between October 1 and November 1, weather permitting. All sites to be completed prior to first significant snowfall (sustained snow cover).

7.3 Quality Indicators

All landscape beds and turf areas to be swept/blown/vacuumed clear of all leaves, litter, clippings and debris. Removal and proper disposal of clippings and waste is included.

Section 8 – Irrigation System Operation, Maintenance and Repairs

- 8.1 The Contractor will be responsible for the cost of repairs for any damage to underground irrigation system (i.e. sprinkler heads) caused by the contractor's mowers or weed whips. Repairs will be made promptly, and in consultation with the City of Lakeville Irrigation contractor. All repairs must meet the original design standards and use original manufacturer replacements. Heads in zones must have matched precipitation rates.
- 8.2 The Contractor should notify the city whenever a issue with the irrigation system may be present. (i.e malfunctioning zone valves, broken sprinkler heads, suspected leaks in the system.)



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PROPOSAL FORM
2025 LAWN MAINTENANCE

BUILDING SITES

1. Water Treatment Facility/Well #10 18400 Ipava Avenue	\$ 9800
2. Heritage Center 20110 Holyoke Avenue	\$ 5,538.46
3. Fire Station #1 20190 Holyoke Avenue	\$ 4,881.15
4. Fire Station #2 16720 Dodd Boulevard	\$ 2700
5. Fire Station #3 10775 175 th Street	\$ 4095
6. Fire Station #4 9465 185 th Street	\$ 3600
7. Lakeville Liquors Galaxie 16000 Galaxie Avenue	\$ 6165
8. Lakeville Liquors Keokuk 20880 Keokuk Ave	\$ 3600
9. City Hall 20195 Holyoke Avenue	\$ 10575
10. Police Station 9237 183rd Street	\$ 10575
11. Heritage Library 20085 Heritage Drive	\$ 4522.23
Building Total	\$ 66051.84



FACILITIES SITES

A) Lift Stations / Grinders:

1. 10220 199th Street (Lift Station #4)	\$ 350
2. 19669 Jersey Avenue (Lift Station #5)	\$ 350
3. 11541 185 th Street (Lift Station #23)	\$ 500
4. 19100 Orchard Trail (Lift Station #6)	\$ 900

*Does not include raingarden

B) Wells:

5. Well #6 – Dakota Heights Tower – 17990 Jacquard Path	\$ 2,100
6. Well #7 – 20585 Kenrick Avenue	\$ 1,820
7. Well #8 – 18490 Italy Avenue	\$ 1,800
8. Well #9 – 10348 185 th Street	\$ 2,000
9. Well #13 – Ipava Avenue / 175 th Street	\$ 2,100
10. Well #15 – Ipava Avenue / 192 nd Street	\$ 2,050
11. Well #16 – 190 th Street / Ipava Avenue (New in 2018)	\$ 2,050
12. Wells #21 & #22 – SE corner Dodd Blvd and Highview Ave	\$ 2,050

C) Towers:

13. Old Valley Park Tower – 16990 Georgetown Way	\$ 2,350
14. Fairfield Tower – 11075 210 th Street	\$ 2,750
15. Airlake Water Tower – Old Public Works / 7773 214 th Street	\$ 2,650
16. Holyoke Water Tower – Holyoke Avenue / 190 th Street	\$ 2,150

FACILITIES TOTAL \$ 26,170



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PROPOSAL FORM
City of Lakeville
2025 Lawncare Maintenance

Building Total	<u>\$66051.84</u>
Facilities Total	<u>\$26,170</u>
Grand Total	<u>\$92,221.84</u>

Requested Additional Service Rates

General Labor Rate	Normal Hours Rate:	\$ <u>\$85.00</u>	/hour
General Labor Rate	Overtime Hours Rate:	\$ <u>127.50</u>	/hour
General Labor Rate	Holiday Hours Rate:	\$ <u>127.50</u>	/hour

*Normal Hours are defined as: Weekdays 7:00 a.m. to 7:00 p.m. Overtime Hours are: Weekdays 7:00 p.m. to 7:00 a.m. AND Saturday and Sunday.

Truck or Trip Charges:	\$ <u>120.00</u>
Other Applicable Charges:	\$ _____
Explanation of Other Applicable Charges	_____

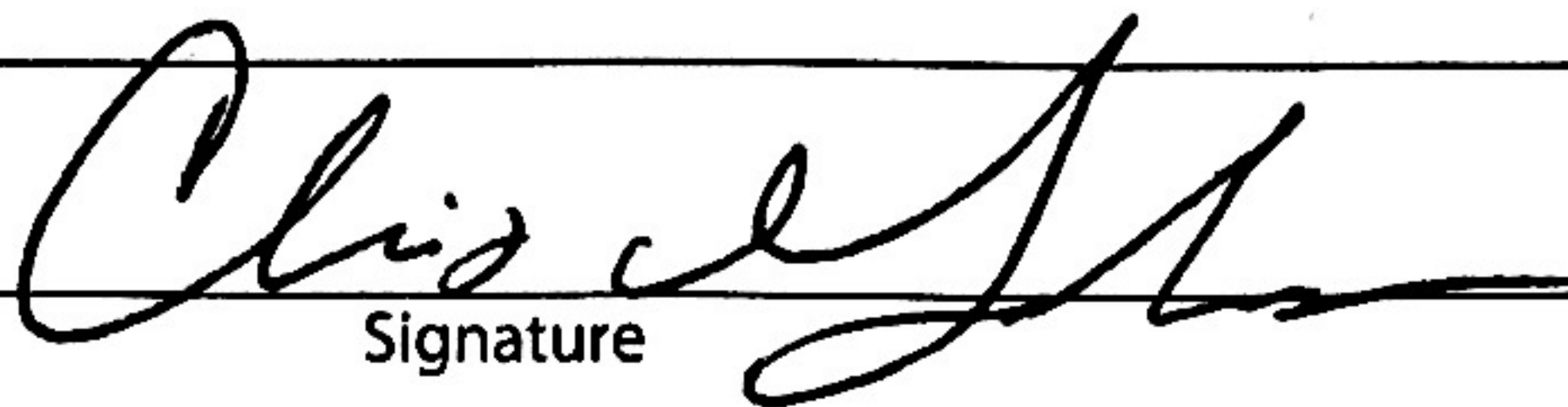
Supplies and Materials Markup %	<u>20%</u>
Guaranteed Response Time	<u>Same Business Day</u>



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Firm: (indicate correct name of proposing entity)
Gonzo Bros Landscape

By:


Signature

Chris Gonzalez

Printed Name

Title: President

Submittal Date: 01/03/25

Address for giving notices:

19740, Kenrick Ave, Lakeville, MN 55044

Telephone No. (612) 618-3175

Facsimile No.

Contact Name and Email Chris Gonzalez

chris@gonzobroslandscape.com

Exhibit D
Addendum #1

Booster Station #1 was added to the list of facilities, and should be maintained as outlined in the scope.

Contractor agrees to perform work as outlined in the 2025 Building and Facility Landscape Maintenance scope of service and maintain roughly 20-40 foot perimeter around Booster Station #1 located on the Northwest corner of Keokuk Ave and 215th St.

Contract Price

Booster Station #1 \$2,200.00

\$2,200.00
- weekly mowing / mowing as needed
(20-40' perimeter
around booster station)



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Proposal Tabulation
City of Lakeville
2025 Lawncare Maintenance

Contractor	Building Sites	Facility Sites	Total
Reisinger Lawn Service	76,374.	\$31,583	\$107,957
Lakeville Lawncare and Snow Removal	\$99,965	30,359.14	\$130,324.14
Paradise Property Services	\$78,960	\$35,040	\$114,000
Gonzo Bros Landscaping	\$66,051.84	\$26,170	\$92,221.84



City of Lakeville
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REQUEST FOR PROPOSALS

PROJECT: 2025 LAWN MAINTENANCE

City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Proposals due: Friday, January 3rd, 2025
3pm



City of Lakeville
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INSTRUCTIONS TO CONTRACTORS

Each Contractor will submit one proposal electronically to:

TBreeggemann@LakevilleMN.gov

Subject: 2025 Lawn Maintenance

Or Physically to

City of Lakeville Public Works Department
20195 Holyoke Avenue
Lakeville MN 55044
Attention: Tom Breeggemann Facilities Supervisor

All proposals must be delivered by 3pm on Friday, January 3rd, 2025. Requests for extension of time to submit will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered.

It is the sole responsibility of the Contractor to insure that the proposal arrives on time and bears the handwritten signature of an official duly authorized to sign the proposal. The name, address and telephone number of the person to contact must be clearly identified. All preparation costs are the responsibility of the Contractor.



PURPOSE OF REQUEST

The City of Lakeville invites proposals from qualified contractors to provide full maintenance and services for the City's Building and Facilities lawn and landscaping. Proposals should be submitted as detailed in the Instructions to Contractors. The term of the contract will be 1 year contingent upon annual appropriations of funds by the City.

SELECTION PROCESS AND CRITERIA

The City will evaluate all proposals during which time they may ask questions of a clarifying nature from the Contractor(s) and/or contact any references provided. The City will then prepare a written recommendation to present to City Council. All Contractors will be notified of the results of the selection process.

The City reserves the right to reject any or all proposals, to waive any informality in a proposal and/or to accept that proposal which is in the best interest of the City.

The selection process used for determining the most successful proposal is best described as a "Competitive Proposal" process in which pricing is an important criteria but not the only criteria. The factors in the evaluation process include:

- A. Experience of the firm. Number of years and type of experience will be considered, as well as specific experience (verifiable through references if requested) (20%).
- B. Location and accessibility of the Contractor (10%).
- C. Responsiveness of the written proposal to the scope of services and specifications outlined in the City's request and adherence to the proposal format (30%).
- D. Proposed fee schedule (40%).

TERMS AND CONDITIONS

1. The City is seeking proposals from Contractors to provide annual lawn maintenance services effective from January 2025 to December 31, 2025, subject to City Council approval.
2. The City reserves the right to reject any or all proposals, or to award the contract to the next most qualified firm if the selected firm does not execute a contract within thirty (30) days after the approval of the proposal.
3. The City reserves the right to request clarification of information submitted and to request additional information from firms submitting proposals.



4. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell to the City the services set forth in the enclosed scope and specifications.
5. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed.
6. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the RFP. The City reserves the right to reject any agreement that does not conform to the RFP and to any City requirements for agreements and contracts.
7. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
8. No reports, information, or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City.

ADDITIONAL ITEMS

Independent Contractor

It is understood, agreed, and recognized, that the successful Contractor awarded the contract will be an independent contractor and not an employee of the City of Lakeville. The successful Contractor will be required to comply with such terms and conditions established by City of Lakeville with regard to clearances, confidentiality indemnification and termination of services.

Governing Law and Venue

Awarded Contractor and its subcontractors, if applicable, agree that any agreement shall be governed and construed in accordance with the laws of the State of Minnesota, including all matters of construction, validity, enforcement and performance, without regard to its conflict of law provisions. Such agreements shall be deemed to have been drafted by each party hereto, and neither party may argue otherwise.

Collusion

Any agreement or collusion among Contractors or perspective Contractors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain



City of Lakeville
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from submitting a proposal, shall render proposals of such Contractors void and shall cause such Contractors to be disqualified from submitting proposals to the City.

Reference Information

City may request Contractor to provide a list of five (5) references for whom they are currently or have recently provided services. At least one of the references should be a City or County Government.

Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract.

Right to Refuse Personnel

City may require the Contractor to submit a complete list of all persons to perform work either as contractor and their employees or a partner and their employees. The list must be in the form of a brief resume to include: certification, length of time employed by said contractor, evidence of background security check and date of last drug test. This includes part-time and full-time employees. The City reserves the right to refuse, at its sole discretion, any personnel.

Insurance Requirements

Prior to commencing work on the Contract, the Contractor shall furnish and maintain during the term of the contract such public liability and property damage insurance as shall protect the Contractor and any subcontractors performing work covered by this contract from claims for damages by Worker's Compensation Statute, and from claims for property damages or personal injury which may arise from operations under this contract, whether such operations are by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate

The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal and Advertising Injury

Blanket Contractual Liability

Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage

Including Owned, Hired & Non-Owned Automobiles



Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- \$500,000 – Bodily Injury by Disease per employee
- \$500,000 – Bodily Injury by Disease aggregate
- \$500,000 – Bodily Injury by Accident

All insurance policies (or riders) required by this Agreement shall:

- 1) Be taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- 2) Contain a provision that the insurer shall give thirty (30) days written notice of cancellation or in the case of non-payment of premium, at least ten (10) days written notice,
- 3) Name Contractor as an insured party and City as an additional insured with respect to General Liability and Auto Liability policies on a primary and non-contributory basis,
- 4) Be in accordance with specifications approved by the insurance advisory for City, and
- 5) Be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted. **Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.**



LAWN MAINTENANCE SERVICES SPECIFICATIONS

The City is seeking a qualified contractor to provide lawn maintenance and services at City facilities outlined in [Exhibit A]. The work will include the delivery of total lawn and landscape maintenance services outlined in [Exhibit B] including, but not limited to Spring Cleanup, Fall Cleanup, Lawn Mowing, Edging, Weeding, Fertilizing, Trimming, Pruning, Planting, general ground policing, as well as other tasks and services necessary to ensure safe, well maintained lawn and landscaping providing quality and on-demand support to the City's mission.

SCOPE OF WORK

Section 1 – Spring Cleanup

1.1 Inspection of Area

The Contractor shall inspect the areas and acquaint themselves with all locations, physical conditions and scope of work involved.

1.2 Scheduling

Begin as soon as ground conditions and weather permits. Spring cleanup must be completed at all sites by May 15 of the current year.

1.3 Quality Indicators

All landscape beds are to be vacuumed/swept/raked to clean up any leaves, litter or sand. All turf areas including boulevards are to be swept/vacuumed. Remove and properly dispose of all cleanup-related debris.

Section 2 – Lawn Mowing

2.1 Inspection of Area

The Contractor shall inspect the areas and acquaint themselves with all physical conditions involved.

2.2 Scheduling

Cutting shall occur between the hours of 7:00 AM – 7:00 PM, Monday through Friday, and 8:00 AM – 5:00 PM, Saturday and Sunday.

2.3 Cutting Intervals

All turf areas shall be mowed at a maximum of seven (7) day intervals.

2.4 Height of Cut

All grass shall be kept cut to a minimum height of 2" and a maximum of 3".



Mowers shall be sharp and adjusted to the specified cutting height at all times. Skips in mowing, streaking of lawns and dragged over grass without cutting will not be accepted. The Parks Superintendent or the Parks Supervisor may change minimum and maximum grass heights. The City reserves the right to change the height of the cut with proper notification to the contractor.

2.5 Policing of Grounds

Prior to mowing turf areas, all trash and debris including cans, rocks, bottles and papers will be removed and properly disposed of.

2.6 Cleaning of Walks and Pavements

Clippings will not be discharged onto sidewalks or pavements. All walks and pavements will be swept or blown after mowing to remove and properly dispose of all grass clippings and debris.

2.7 Grass Clippings

Grass clippings may remain on the turf, provided they are evenly disbursed. Any detectable clumping must be promptly bagged and properly disposed of.

Section 3 – Edging, Weeding, Trimming and Pruning of Shrubs

3.1 Inspection of Area

The Contractor shall inspect the area and acquaint themselves with all locations, physical conditions and scope of the work involved.

3.2 Edging and Weeding

Edging is defined as clipping of vegetation growing adjacent to, horizontally over or through walks, sprinkler heads, driveways, curbs, parking lots, trees, shrub beds, utility poles, sign posts or any other place where required to present a neat, well-maintained appearance.

Edging will occur a minimum of every other grass cutting. Edging the cultivated areas around trees, shrubs, mulch beds, walks and pavements will be required once per month. The grass shall be edged to a line parallel to, and not more than, one inch from the edge of the walks and pavement or curbing.

3.3 Weed Control

Contractor will provide a minimum of three applications of herbicide treatments. The herbicide program shall consist of an application of pre-emergent weed control herbicide in May, an approved broadleaf weed control application in May – June, and a second broadleaf weed control application in August – September. Contractor may adjust application timing to be consistent with the herbicide label, weather conditions and plant



growth. Reapplication at no additional cost will be required for unsatisfactory results. The designated City representative shall be notified a minimum of 24 hours prior to application of sites to be treated and product planned to be used. Contractor shall post sites with the appropriate signage indicating sites have been treated.

3.4 Trimming and Pruning

Shrubs and trees less than 25' in height shall be pruned a minimum of one time per year by a Certified Arborist or experienced personnel. All pruning shall be done in accordance with ANSI pruning standards. All pruning cuts shall be made with sharp tools at the collar of the parent branch. All debris shall be removed and properly disposed of. Oaks and elms shall never be pruned between April and October. Avoid pruning honeylocust, crabapples, hawthorns, cotoneaster during the growing season (April to October) to prevent fungal and bacterial infections.

1. Cane-growth habitat shrubs (examples include: Viburnum species like nannyberry/arrowwood, Spirea, Honeysuckle, dogwood, ninebark, etc.):

Renewal pruning – every year remove up to one-third of the oldest, thickest stems, pruning them down to ground level. Cut back any remaining stems that look overgrown.

Rejuvenation pruning – for overgrown shrubs, cut all stems or trunks, pruning them down to ground level in early spring. This type of pruning shall be done in early spring March/April before growth begins.

2. Tree-form shrubs and trees (examples include: Pagoda dogwood, Japanese treelilac, Nannyberry tree-form):

Natural pruning – prune branches to develop structure and improve plant health. Select central leader and prune out codominant branches using reduction cuts within a size range appropriate from the species and size plant. Prune out dead, damaged, diseased, crossing and/or crowded branches using proper pruning cuts. This type of pruning shall be done between November and March.

3. Evergreen or deciduous hedges or evergreen shrubs (yews and arborvitae):

Shearing or pick-pruning – once hedges or evergreen shrubs reach the desired height and width, prune back every time it grows 6 to 8 inches.

4. All shrubs and trees shall be pruned to maintain specified clearance near trails/sidewalks, buildings, light poles, signs and over mowed/maintain grass unless inappropriate for the size, species and location of the plant.

- a. Trails/sidewalks – 10 feet of vertical clearance for trees at least 5 inches in diameter. 2-3 feet of horizontal clearance for small trees and shrubs.



- b. Buildings and light poles – 3-4 feet of clearance for trees, 1-2 feet of clearance for shrubs.
- c. Signs – 2-3 feet of clearance
- d. Mowed/maintained grass - 8 feet of vertical clearance for trees at least 5 inches in diameter.

Section 4 – Fertilization

4.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

4.2 Fertilizing

Fertilizer shall be applied twice during the growing season. Once in early spring, after the spring cleanup and prior to May 20. The fertilizer shall be a minimum of 25% slow release. A grade analysis of 20-0-20, 24-0-12, 30-0-15 or pre-approved equal shall be applied at a rate of 1.0 pound of nitrogen per 1,000 square feet.

Fall application shall be applied between August 15 and September 30, and shall be a grade analysis of 20-0-20, 24-0-12 or pre-approved alternate with a minimum of 25% slow release, applied at a rate of 1.0-pound nitrogen per 1,000 square feet.

Section 5 – Maintenance of Mulch Beds

5.1 Inspection of Area

The Contractor shall inspect the areas to acquaint themselves with all physical conditions and the scope of work involved.

- 5.2 A pre-emergent weed control shall be applied in early Spring to all maintained mulch bed areas. The application shall consist of both a grass type and broadleaf type pre-emergent herbicide. Select pre-emergent least likely to damage the managed perennials, shrubs and trees on site. Avoid herbicide applications directly on or near managed perennials, shrubs and trees, especially newly planted and establishing vegetation. Owner can provide species lists for each site upon Contractor request. Contractor shall follow application with either manual weed removal or chemical weed control for any undesired vegetation.

- 5.3 All mulch beds and tree mulch rings shall be maintained weed, grass and debris free. Mulch beds shall be maintained at a 4-6" depth, with mulching material provided by the City. Mulch shall be kept 3-4" away from the base on tree trees so the root flare is



exposed. Mulch beds shall be cultivated or “turned over” to scarify top “crust” when other maintenance is done on site.

Section 6 – Litter Pickup and Sidewalk and Parking Lot Maintenance

6.1 Inspection of Area

The Contractor shall inspect areas to acquaint themselves with all physical conditions and the scope of the work involved.

6.2 Litter Pickup

In conjunction with the weekly turf maintenance program, all areas within the contract area including sidewalks, parking lots, shrub beds and turf areas shall be policed for litter and debris.

6.3 Sidewalk and Parking Lot Maintenance

In conjunction with the weekly turf maintenance program, sidewalks and parking lots within the contract area shall be checked. Any gravel, stones, sand, dirt, broken glass or other debris shall be swept and properly disposed of. Weeds in cracks, sidewalks and parking lots shall be sprayed with Round-up (or approved equal) and then removed after product takes effect.

Section 7 – Fall Cleanup

7.1 Inspection of Area

The Contractor shall inspect areas shown on the map to acquaint themselves with all physical conditions and the scope of the work involved.

7.2 Scheduling

To be completed between October 1 and November 1, weather permitting. All sites to be completed prior to first significant snowfall (sustained snow cover).

7.3 Quality Indicators

All landscape beds and turf areas to be swept/blown/vacuumed clear of all leaves, litter, clippings and debris. Removal and proper disposal of clippings and waste is included.

Section 8 – Irrigation System Operation, Maintenance and Repairs

- 8.1 The Contractor will be responsible for the cost of repairs for any damage to underground irrigation system (i.e. sprinkler heads) caused by the contractor’s mowers or weed whips. Repairs will be made promptly, and in consultation with the City of Lakeville Irrigation contractor. All repairs must meet the original design



standards and use original manufacturer replacements. Heads in zones must have matched precipitation rates.

- 8.2 The Contractor should notify the city whenever a issue with the irrigation system may be present. (i.e malfunctioning zone valves, broken sprinkler heads, suspected leaks in the system.)



PROPOSAL FORM
City of Lakeville

2025 – 2027 Generator Maintenance

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City in the form included in the Request for Proposal documents, and to perform all work as specified or indicated in the Request for Proposal documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the proposal documents.
2. Contractor accepts all terms and conditions of the Request for Proposal. This Proposal will remain subject to acceptance for 90 days after the Proposal opening.
3. In submitting this Proposal, the Contractor represents that:
 - a. Contractor has examined and carefully studied the Request for Proposal documents, and any data and reference items identified in the Request for Proposal documents, and hereby acknowledges receipt of the following addenda:

Addendum No.	Addendum Date

- b. Contractor has visited the Site 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 considered the information known to the 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 Request for Proposal documents; and any site-related reports and drawings identified in the proposal 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 to be employed by the Contractor; and (3) Contractor's safety precautions and programs.



- e. Contractor agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of this Proposal or performance of the work at the price proposed and within the times required, and in accordance with the other terms and conditions of the Request for Proposal documents.
 - f. Request for Proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work.
 - g. Submission of this Proposal constitutes an incontrovertible representation by the Contractor that the Contractor has complied with all of the requirements of this paragraph, and that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the work required by the Request for Proposal documents.
4. The Contractor certifies that:
- a. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules or any group, association, organizations, or corporation,
 - b. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal;
 - c. Contractor has not solicited or induced any individual or entity to refrain from proposing; and
 - d. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract. For the purposes of this paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of the City, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive the City of the benefits of free and open competition;



- iii. “collusive practice” means a scheme or arrangement between two or more Contractors, with or without the knowledge of the City, a purpose of which is to establish Proposal prices at artificial non-competitive levels; and
 - iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.
5. The Contractor will complete the work in accordance with the contract documents for the following price:



**PROPOSAL FORM
2025 LAWN MAINTENANCE**

BUILDING SITES

1. Water Treatment Facility/Well #10

18400 Ipava Avenue

\$ _____

2. Heritage Center

20110 Holyoke Avenue

\$ _____

3. Fire Station #1

20190 Holyoke Avenue

\$ _____

4. Fire Station #2

16720 Dodd Boulevard

\$ _____

5. Fire Station #3

10775 175th Street

\$ _____

6. Fire Station #4

9465 185th Street

\$ _____

7. Lakeville Liquors Galaxie

16000 Galaxie Avenue

\$ _____

8. Lakeville Liquors Keokuk

20880 Keokuk Ave

\$ _____

9. City Hall

20195 Holyoke Avenue

\$ _____

10. Police Station

9237 183rd Street

\$ _____

11. Heritage Library

20085 Heritage Drive

\$ _____

SUBTOTAL

\$ _____



FACILITIES SITES

A) Lift Stations / Grinders:

- | | |
|--|----------|
| 1. 10220 199th Street (Lift Station #4) | \$ _____ |
| 2. 19669 Jersey Avenue (Lift Station #5) | \$ _____ |
| 3. 11541 185 th Street (Lift Station #23) | \$ _____ |
| 4. 19100 Orchard Trail (Lift Station #6) | \$ _____ |
- *Does not include raingarden

B) Wells:

- | | |
|--|----------|
| 5. Well #6 – Dakota Heights Tower – 17990 Jacquard Path | \$ _____ |
| 6. Well #7 – 20585 Kenrick Avenue | \$ _____ |
| 7. Well #8 – 18490 Italy Avenue | \$ _____ |
| 8. Well #9 – 10348 185 th Street | \$ _____ |
| 9. Well #13 – Ipava Avenue / 175 th Street | \$ _____ |
| 10. Well #15 – Ipava Avenue / 192 nd Street | \$ _____ |
| 11. Well #16 – 190 th Street / Ipava Avenue (New in 2018) | \$ _____ |
| 12. Wells #21 & #22 – SE corner Dodd Blvd and Highview Ave | \$ _____ |

C) Towers:

- | | |
|--|----------|
| 13. Old Valley Park Tower – 16990 Georgetown Way | \$ _____ |
| 14. Fairfield Tower – 11075 210 th Street | \$ _____ |
| 15. Airlake Water Tower – Old Public Works / 7773 214 th Street | \$ _____ |
| 16. Holyoke Water Tower – Holyoke Avenue / 190 th Street | \$ _____ |

TOTAL FACILITIES	\$ _____
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City of Lakeville
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PROPOSAL FORM
City of Lakeville
2025 LAWN Maintenance

Building Total	_____
Facilities Total	_____
Grand Total	_____

INCIDENTALS

General Labor Rate	Normal Hours Rate:	\$ _____ /hour
General Labor Rate	Overtime Hours Rate:	\$ _____ /hour
General Labor Rate	Holiday Hours Rate:	\$ _____ /hour

*Normal Hours are defined as: Weekdays 7:00 a.m. to 7:00 p.m. Overtime Hours are: Weekdays 7:00 p.m. to 7:00 a.m. AND Saturday and Sunday.

Truck or Trip Charges: \$ _____

Other Applicable Charges: \$ _____

Explanation of Other Applicable Charges _____

Supplies and Materials Markup % _____

Guaranteed Response Time _____



City of Lakeville
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List of Holidays as observed by Contractor:

- | | |
|----------|-----------|
| 1. _____ | 7. _____ |
| 2. _____ | 8. _____ |
| 3. _____ | 9. _____ |
| 4. _____ | 10. _____ |
| 5. _____ | 11. _____ |
| 6. _____ | 12. _____ |



City of Lakeville
Positioned to Thrive

Firm: (indicate correct name of proposing entity)

By:

Signature

Printed Name

Attest:

Signature

Printed Name

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone No. _____

Facsimile No. _____

Contact Name and Email _____



(SAMPLE AGREEMENT)

AGREEMENT made this _____ day of _____ 2025, by and between the **CITY OF LAKEVILLE**, a Minnesota municipal corporation (“City”) and _____ (“Contractor”).

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

1. CONTRACTOR’S RESPONSIBILITIES.

A. Contractor shall be responsible for providing lawn maintenance services for parcels or properties listed in Exhibit A (“Work”).

B. The City of Lakeville’s Building and Facilities Landscape Maintenance Standards, attached hereto as Exhibit B, shall be incorporated herein and, together with this Agreement, shall be referred to as the “Contract Documents,” all of which shall be taken together as a whole as the Contract between the parties, as if set out verbatim and in full herein. In the event of conflict among the provisions of these documents, the terms of this Agreement shall control resolving any such conflict.

2. INDEMNIFICATION. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless the City, and its employees, officials, and agents from and against all claims, actions, damages, losses and expenses, including reasonable attorney fees, arising out of Contractor’s negligence or its performance or failure to perform its obligations under this Contract. Contractor’s indemnification obligation shall apply to subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Contract.

3. TERM. The term of this contract shall be January 1, 2025 - December 31, 2025.

4. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents, and the rights and remedies available there under shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action, or failure to act, by the City or the Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of, or acquiescence in, any breach there under except as may be specifically agreed in writing.

5. GOVERNING LAW. The Contract shall be governed by the laws of the State of Minnesota.



6. CONDITION/INSPECTION/REMEDY.

A. All goods and other materials furnished under this Contract shall be new and in current manufacture unless otherwise specified, and all goods and work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All services not conforming to these requirements shall be considered defective.

B. Services shall be subject to inspection by the City.

C. Defective work shall be removed and replaced, or satisfactorily repaired.

7. CHANGES TO WORK. Without invalidating the Contract, the City may, at any time, or from time to time, order additions, deletions or revisions in the Work; these will be authorized by an amendment to the Contract. Upon approval of an amendment, Contractor shall proceed with the Work involved. Changes in the Contract Price shall be based upon the prices identified in the Proposal Form provided as Exhibit C or negotiated between the parties based on similar work provided in the Proposal Form.

8. UNAUTHORIZED WORK. Additional work performed without authorization of a Change Order will not entitle Contractor to an increase in the Contract Price or an extension of the Contract Time.

9. OBLIGATIONS OF THE CITY. The City shall pay the Contractor for performance of the Contract as per the Proposal Form attached hereto as Exhibit C from January 1, 2025 - December 31, 2025. Payments shall be made periodically after a service has been completed and within thirty (30) days of receipt of an invoice.

10. WORKER'S SAFETY. The Contractor shall follow all applicable safety standards for landscape maintenance; including but not limited to hearing, mower operation and chemical application.

11. INSURANCE. Prior to the start of the project, Contractor shall furnish to the City a certificate of insurance showing proof of the required insurance required under this Paragraph. Contractor shall take out and maintain or cause to be taken out and maintained until six (6) months after the City has accepted the public improvements, such insurance as shall protect Contractor and the City for work covered by the Contract including workers' compensation claims and property damage, bodily and personal injury which may arise from operations under this Contract, whether such operations are by Contractor, or anyone directly or indirectly employed by either of them. The minimum amounts of insurance shall be as follows:

Commercial General Liability (or in combination with an umbrella policy)

\$2,000,000 Each Occurrence

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Annual Aggregate



City of Lakeville
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The following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability

\$2,000,000 Combined Single Limit – Bodily Injury & Property Damage
Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

\$500,000 – Bodily Injury by Disease per employee
\$500,000 – Bodily Injury by Disease aggregate
\$500,000 – Bodily Injury by Accident

The Contractor's insurance must be "Primary and Non-Contributory". All insurance policies (or riders) required by this Contract shall be (i) taken out by and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota, (ii) shall name the City, its employees and agents as additional insureds (CGL and umbrella only) by endorsement which shall be filed with the City. **A copy of the endorsement must be submitted with the certificate of insurance.**

Contractor's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days' advanced written notice to the City, or ten (10) days' notice for non-payment of premium.

An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits on a follow-form basis to satisfy the full policy limits required by this Contract.

12. OWNERSHIP. All reports, plans, models, software, diagrams, analyses, and information generated in connection with performance of this Agreement shall be the property of the City. The City may use the information for its purposes.

13. 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.



14. STANDARD OF CARE. Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily possessed and exercised by a contractor under similar circumstances. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Contractor's services.

15. INDEPENDENT CONTRACTOR. The City hereby retains Contractor as an independent contractor upon the terms and conditions set forth in this Agreement. Contractor is not an employee of the City and is free to contract with other entities as provided herein. Contractor shall be responsible for selecting the means and methods of performing the work. Contractor shall furnish any and all supplies, equipment, and incidentals necessary for Contractor's performance under this Agreement. City and Contractor 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. 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.

16. SUBCONTRACTORS. Contractor shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Contractor shall comply with Minnesota Statutes § 471.425. Contractor must pay subcontractor for all undisputed services provided by subcontractor within ten (10) days of Contractor's receipt of payment from City. Contractor must pay interest of one and five-tenths percent (1.5%) per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of One Hundred and no/100 Dollars (\$100.00) or more is Ten and no/100 Dollars (\$10.00).

17. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the written consent of the other party.

18. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

19. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

20. TERMINATION. This Agreement may be terminated by the City for any reason or for convenience upon written notice to the Contractor. In the event of termination, provided Contractor is not in default of the Contract, the City shall pay the Contractor for completed Work.



City of Lakeville
Positioned to Thrive

CITY OF LAKEVILLE

BY: _____
Luke M. Heiller, Mayor

AND _____
Ann Orlofsky, City Clerk

CONTRACTOR:

BY: _____

Its _____



Date: 1/21/2025

2025-2027 Generator Maintenance Agreement

Proposed Action

Staff recommends adoption of the following motion: Move to approve the agreement with Advanced Power Services, Inc. to perform preventive maintenance and repairs on the city's backup generators.

Overview

The city contracts services for generator maintenance and repairs for the city's back up generators. For 2025-2027, the city solicited proposals for these services and received four bids, with prices ranging from \$41,240.00 to \$64,650.00.

City staff reviewed and evaluated all proposals based on the specifications outlined in the Request for Proposals (RFP). After thorough assessment, staff recommends awarding the contract to Advanced Power Services, Inc.

Supporting Information

1. Generator Service Agreement
2. 2025-2027 propopsals tabulation
3. 2025-2026-2027 GeneratorPM-RequestforProposals

Financial Impact: \$41,240.00 Budgeted: Yes Source: Operating Budget Envision Lakeville Community Values: Good Value of Public Services Report Completed by: Tom Breeggemann Facility Supervisor
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CONTRACT FOR SERVICES

THIS AGREEMENT made this 20th day of January, 2025, by and between the **CITY OF LAKEVILLE**, hereinafter referred to as the “City”, and **ADVANCED POWER SERVICES LLC**, hereinafter referred to as the “Contractor”.

THE CITY AND THE CONTRACTOR, FOR THE CONSIDERATION HEREINAFTER STATED, AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consist of inspecting, servicing, and providing maintenance of the Generator systems at designated City facilities. The Contractor agrees to perform the services as detailed in the Contract Documents.

2. **CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This document entitled “Contract for Services”.
- B. Generator Maintenance Services Request for Proposal and Specifications.
- C. Inspection and Servicing Task List, (Exhibit A)
- D. Equipment and Battery Replacement Listing, (Exhibit B.)
- E. Contractor’s Proposal, (Exhibit C.)
- F. Addendum #1, (Exhibit D.)_

If there is a conflict among the provisions of the Contract, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "E" having the last priority.

3. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.

4. **PAYMENT.**

A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted, which is inclusive of sales tax, as set forth in the completed Proposal Form. Payment to the Contractor shall be made based on work completed and submission and approval of an invoice.

B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ 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 \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. INDEMNIFICATION.

A. The Contractor shall indemnify, defend and hold harmless the City and its officials, agents, representatives, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) with respect to: (a) Worker's Compensation benefits payable on account of injury or death to any Contractor employee or to any employee of Contractor's subcontractors, where the injury or death arises out of or is in any way related to the work performed or to be performed under the Contract; (b) claims for personal injury, death, or property damage or loss asserted by a Contractor or subcontractor or any of their officers, agents, representatives, or employees where the injury, death, damage, or loss arises out of or is in any way related to the work performed or to be performed under the Contract; and (c) claims for personal injury, death, or property damage or loss as asserted by third-parties at the work site, where the claim is based in the whole or in any part on, or is in any way related to, any act or omission by Contractor, or Contractor's subcontractors, agents, employees or delegates.

B. Contractor shall agree that the indemnities stated above shall be construed and applied in favor of indemnification. To the extent permitted by law, the stated indemnities shall apply regardless of any strict liability or negligence attributable to the City and regardless of the extent to which the underlying harm is attributable to the negligence or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor also agrees that if applicable law limits or precludes any aspect of the stated indemnities, then the indemnities will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnities continue until all applicable statutes of limitations have run.

C. If a claim arises within the scope of the stated indemnity, the City may require Contractor to furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company. Contractor will take the action required by City within fifteen (15) days of receiving notice from City.

6. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. GOVERNING LAW. The Contract shall be governed by the laws of the State of Minnesota.

8. INSURANCE. Prior to commencing work on the Contract, the Contractor shall furnish and maintain during the term of the contract such public liability and property damage insurance as shall protect the Contractor and any subcontractors performing work covered by this contract from claims for damages by Worker's Compensation Statute, and from claims for property damages or personal injury which may arise from operations under this contract, whether such operations are by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Worker's Compensation

Employer's Liability

Bodily Injury by Disease per employee - \$500,000

Bodily Injury by Disease aggregate - \$500,000

Bodily Injury by Accident - \$500,000

Commercial General Liability – \$2,000,000 annual aggregate.

Business Automobile Liability - \$2,000,000 per occurrence combined single limit.

Excess/Umbrella Liability - \$2,000,000 each occurrence/aggregate

All insurance policies (or riders) required by this Agreement shall:

- 1) Be taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- 2) Contain a provision that the insurer shall give thirty (30) days written notice of cancellation or in the case of non-payment of premium, at least ten (10) days written notice,

- 3) Name Contractor as an insured party and City as an additional insured with respect to General Liability and Auto Liability policies on a primary and non-contributory basis,
- 4) Be in accordance with specifications approved by the insurance advisory for City, and

Be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the city. Certificates of Insurance that do not meet these requirements will not be accepted. Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.

9. TERM. The term of this Contract shall begin on or about January 1, 2025 and end on December 31, 2027, both dates inclusive, unless sooner terminated as hereinafter provided.

10. 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.

11. SUPERVISION OF CONTRACTOR. The City's designated supervisor will be the Facilities Supervisor. The Facilities Supervisor, acting on the City's behalf, shall be responsible for providing communication and direction as to the provision of services by the Contractor under this Contract. The Contractor will contact the City of Lakeville by e-mail as to the dates and the times they will perform work at each facility. The Facilities Supervisor's mailing address is: 20195 Holyoke Avenue, Lakeville, MN 55044; telephone numbers are: (W) 952-985-2630; (C) 952-224-6219; email address is TBreeeggemann@Lakevillemn.gov.

12. TERMINATION WITHOUT CAUSE BY CITY. The City reserves the right to terminate Contractor at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Contractor written notice of termination and upon receipt of same, 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 written notice of termination.

13. INDEPENDENT CONTRACTOR. City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Contract 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 that Contractor shall not at any time or in any manner represent that Contractor or any of the 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 Contract for

Contractor's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.

14. WRITTEN NOTICE OR OTHER CORRESPONDENCE. Any written notice or other correspondence to be provided by or between the City and the 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:

Advanced Power Services Inc.
16450 Woodsvie Lane
Carver, MN 55315

15. WAIVER OF DEFAULT. Any waiver by City of a default under the provisions of this Contract by Contractor shall not operate or be construed as a waiver of a subsequent default by the Contractor. No waiver shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.

16. 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.

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 invalid or unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

18. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract 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.

19. WARRANTY. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such faulty part or parts and damage done by reason of the same in accordance with the proposal specifications.

20. 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.

21. DISCRIMINATION. Contractor agrees to comply with Minnesota Statute 181.59 that states:

Subsection A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

Subsection B. That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent the person or persons from the performance of work under any contract on account of race, creed, or color;

Subsection C. That a violation of this section is a misdemeanor; and

Subsection D. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

22. **WORK HOURS.** Generator preventive maintenance and inspections shall start no earlier than 7:00 a.m. and be completed before 3:30 p.m.

23. **BACKGROUND CHECKS.** The City may request from the Contractor and each Contractor's employee written authorization permitting the City of Lakeville Police Department to perform a criminal history background check and further authorize the Police Department to release the information obtained to the Lakeville City Council, City Administrator and other appropriate employees. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

ADVANCED POWER SERVICES INC.

BY: Lucas Braun
Its Lucas Braun

**GENERATOR INSPECTION AND SERVICING TASK LIST
EXHIBIT A**

INSPECTION BI- ANNUAL CHECKLIST

ENGINE

- A. CHECK SPARK PLUGS
- B. CHECK IGNITION POINTS
- C. CHECK IGNITION WIRES
- D. CHECK DISTRIBUTOR
- E. CHECK GAS PRESSURE
- F. CHECK FUEL PUMP'S
- G. CHECK INJECTION PUMP
- H. CHECK AIR INTAKE SYSTEM
- I. CHECK TURBOS
- J. CHECK BELTS

ELECTRICAL/STARTING SYSTEM

- A. CHECK STARTER SOLENOID TERMINALS
- B. CHECK STARTER
- C. CHECK ELECTRICAL CONNECTIONS
- D. CHECK AC/DC ALTERNATOR OPERATION
- E. RUN UNIT CHECK SAFETY SHUTDOWNS
- F. CIRCUIT BREAKER CHECK OPEN OR CLOSED

COOLING SYSTEM

- A. CHECK FOR LEAKS, CHECK
CLAMPS/HOSE CONNECTIONS
- B. CHECK COOLANT LEVEL, RECORD PROTECTION
- C. CHECK BLOCK HEATER, RECORD TEMP.

BATTERY

- A. CHECK BATTERY STARTING SYSTEM
- B. BATTERY CHARGER - RECORD SETTINGS
AMPS AND VOLTS
- C. CHECK ELECTROLYTE LEVEL
- D. RECORD SPECIFIC GRAVITY
- E. CHECK CONNECTIONS-CLEAN AS NEEDED
- F. NOTE OVERALL CONDITION OF SYSTEM

GENERATOR ANNUAL LOAD TRANSFER TEST

- A. ENGINE COOLANT TEMP.
- B. ENGINE LUBE PRESSURE
- C. LUBE OIL TEMP.
- D. BATTERY CHARGE RATE
AMPS A,B AND C PHASES AND SINGLE PHASE
- E. VOLTAGE A,B AND C PHASE'S AND SINGLE PHASE
- F. FREQUENCY

OIL SYSTEM

- A. CHECK LUBRICATION SYSTEM
- B. CHECK OIL LEVEL
- C. LUBRICATE GOVERNOR AND LINKAGE
- D. INSPECT ENTIRE UNIT FOR OIL LEAKS
- F. INSPECT/CLEAN BREATHER

FUEL SYSTEM

- A. CHECK FLEXIBLE CONNECTION
- B. CHECK DAY TANK FLOAT LEVEL
- C. CHECK FUEL TRANSFER PUMP
- D. FUEL FILTER'S-DRAIN WATER SEPARATOR
- E. CHECK FUEL SOLENOID
- F. RECORD FUEL SUPPLY

TRANSFER SWITCH

- A. START/STOP GENSET FROM SWITCH
- B. INSPECT INSTRUMENTS & GAUGES
- C. CHECK EXERCISE CLOCK
- D. CHECK TIME DELAY SETTINGS

AIR AND EXHAUST SYSTEM

- A. VISUAL INSPECTION OF SYSTEM FOR
EXHAUST LEAKS
- B. CHECK EXHAUST RAIN CAP
- C. CHECK LOUVRE OPERATION AND SEAL
- D. CHECK FOR AIR FLOW OBSTRUCTIONS

Exhibit A – Inspection and Servicing Task List

FULL SERVICE ANNUAL CHECKLIST

ENGINE

A. SERVICE AIR CLEANER

FUEL SYSTEM

A. CHANGE FUEL FILTERS

AIR AND EXHAUST SYSTEM

A. DRAIN EXHAUST CONDENSATION TRAP

BATTERY

A. BATTERY SUPPLIED & REPLACED @ No More Than 3 YEAR INTERVAL

OIL SYSTEM

A. CHANGE OIL AND FILTER

COOLING SYSTEM

A. TEST/RECORD DCA CHARGE

B. CHANGE COOLANT FILTER

**GENERATOR EQUIPMENT 2025-2027
EXHIBIT B**

UNIT ID #	MANUFACTURER	MODEL	PROD MODEL	SERIAL #	TYPE	UNIT LOCATION
# 1420	CATERPILLAR	3512DITA	3512	24Z09172	GEN SET	WATER TREATMENT FACILITY
# 1416	ONAN	GEN SET	6BT5.9	44239050	STANDBY	TRAILER UNIT ONAN
# 1413	OLYMPIAN	D100P2	1PKXL05.9HI	YB506048U765417H ST	STANDBY	TRAILER UNIT CAT
# 1417	CUMMINS	GEN SET	C80N6	H160956726	GEN SET	LIFT STATION # 6
# 1418	CATERPILLAR	SR4B	3406 ARR 122-0086	4FD01485	GEN SET	LIFT STATION # 7
# 8781	OLYMPIAN	G20F3S	G20F3S	OLY00000VNGF011 ST	STANDBY	FIRE STATION #1
# 8782	OLYMPIAN	G15U3S	G15U3S	PNGZ0668	STANDBY	FIRE STATION #2
# 8783	OLYMPIAN	G15U3S	G15U3S	JNGZ00852	STANDBY	FIRE STATION #3
# 8784	MTU	4R0113DS60	361PSL1602	95090502237	STANDBY	FIRE STATION # 4
# 7426	MTU	6R0120DS180	431PSL6206	95120501141	STANDBY	CITY HALL
# 0900	DETROIT	650RXC6DT2	650RXC6DT2	156823-0308	GEN SET	183RD PD
# 2412	CATERPILLAR	3456/LC6	3456	JC3G00511/G6B011	STANDBY	CENTRAL MAINTENANCE FACILITY
# 1421	CUMMINS	GEN SET	150.0GGLB7523879	L080224466	STANDBY	WELL #19
#1422	OLYMPIAN	G230LG2	OH0924 SG0230KG13133N23HPSYE	GXD00790	STANDBY	WELL # 14
#1423	Cummins	KTA19GC	KTA19GC/OG-CAT	37272949	STANDBY	WELL #21/22



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Work Sheet
City of Lakeville
Generator Maintenance Agreement

Facility	Spring Inspection	Fall Inspection+Service	Year Total
Fire Station 1 20190 Holyoke Ave	\$ 230	\$ 300	\$ 530
Fire Station 2 16720 Dodd BLVD	\$ 230	\$ 300	\$ 530
Fire Station 3 17490 Kenrick Ave	\$ 230	\$ 300	\$ 530
Fire Station 4 9465 185th St	\$ 240	\$ 420	\$ 660
Water Treatment Facility 18400 Ipava Ave	\$ 300	\$ 2950	\$ 3250
Lift Station 6 19118 Orchard Tr	\$ 250	\$ 450	\$ 700
Lift Station 7 16810 Chart House Dr	\$ 295	\$ 900	\$ 1,195
Onan Trailer Unit 18400 Ipava Ave	\$ 280	\$ 440	\$ 720
Cat Trailer Unit 18400 Ipava Ave	\$ 280	\$ 440	\$ 720
Lakeville City Hall 20195 Holyoke Ave	\$ 250	\$ 600	\$ 850
Central Maintenance Facility 7570 179th St W	\$ 250	\$ 600	\$ 850
Lakeville Police Station 9237 183rd St	\$ 260	\$ 1000	\$ 1,260
Well 19 17191 Gerdine Path	\$ 250	\$ 550	\$ 800
Well 14 18350 Dodd Blvd	\$ 250	\$ 700	\$ 950

Total

\$ 13,545



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Firm: (indicate correct name of proposing entity)

Advanced Power Services, Inc

By:

Lucas Braun

Signature

Lucas Braun

Printed Name

Attest:

Signature

Printed Name

Title:

Service Manager

Submittal Date:

12/10/24

Address for giving notices:

16450 Woodsvie Lane

Carver, MN 55315

Telephone No.

9652-465-9959

Facsimile No.

Contact Name and Email

Lucas Braun

Lbraun@advancedpowerservice.com

Exhibit D

Addendum #1

Well 20 & 22 was added to generator list.

Contractor agrees to provide service and maintenance as outlined in the Inspection and Service Task List (Exhibit B)

Equipment Details

Standby Generator Well 21/22 Cummins, KTA19GC, KTA19GC/OG-CAT

	Spring Inspection	Fall Inspection and Preventive Maintenance
Contract Price		
2025	<u>\$ 300</u>	<u>\$ 600</u>
2026	<u>\$ 310</u>	<u>\$ 600</u>
2027	<u>\$ 320</u>	<u>\$ 600</u>



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Proposal Tabulation
City of Lakeville
2025-2027 Generator Maintenance

Contractor	3-year Contract Price	Hourly Tech Rate	Reputable References
Zeigler Power Systems	\$64,650.00	\$220.00	Yes
Kodiak Power Systems	\$56,343.51	\$150.00	Yes
Interstate Power Systems	\$51,025.08	\$150.00	Yes
Advanced Power Services	\$41,240.00	\$135.00	Yes



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REUQEST FOR PROPOSALS

PROJECT: 2025-2027 GENERATOR MAINTENANCE

City of Lakeville
20195 Holyoke Avenue
Lakeville, Minnesota 55044

Proposals due: Friday, January 3rd, 2025
3pm



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INSTRUCTIONS TO CONTRACTORS

Each Contractor will submit proposal electronically to:

TBreeggemann@LakevilleMN.gov

Subject: 2025-2027 Lakeville Generator Maintenance Proposal

Or physically to

City of Lakeville Public Works Department
20195 Holyoke Avenue
Lakeville MN 55044
Attention: Tom Breeggemann Facilities Supervisor

All proposals must be delivered by 3pm on Friday, January 3rd, 2025. Requests for extension of time to submit will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered.

It is the sole responsibility of the Contractor to insure that the proposal arrives on time and bears the handwritten signature of an official duly authorized to sign the proposal. The name, address and telephone number of the person to contact must be clearly identified. All preparation costs are the responsibility of the Contractor.



PURPOSE OF REQUEST

The City of Lakeville invites proposals from qualified contractors to provide full preventive maintenance and repair services for the City's emergency and backup generators. Proposals should be submitted as detailed in the Instructions to Contractors. The term of the contract will be three years contingent upon annual appropriations of funds by the City.

SELECTION PROCESS AND CRITERIA

The City will evaluate all proposals during which time they may ask questions of a clarifying nature from the Contractor(s) and/or contact any references provided. The City will then prepare a written recommendation to present to City Council. All Contractors will be notified of the results of the selection process.

The City reserves the right to reject any or all proposals, to waive any informality in a proposal and/or to accept that proposal which is in the best interest of the City.

The selection process used for determining the most successful proposal is best described as a "Competitive Proposal" process in which pricing is an important criteria but not the only criteria. The factors in the evaluation process include:

- A. Experience of the firm. Number of years and type of experience will be considered, as well as specific experience (verifiable through references) (20%).
- B. Location and accessibility of the Contractor (10%).
- C. Responsiveness of the written proposal to the scope of services and specifications outlined in the City's request and adherence to the proposal format (30%).
- D. Proposed fee schedule (40%).

TERMS AND CONDITIONS

1. The City is seeking proposals from Contractors to provide annual generator maintenance services effective from January 2025 to December 31, 2027, subject to City Council approval.
2. The City reserves the right to reject any or all proposals, or to award the contract to the next most qualified firm if the selected firm does not execute a contract within thirty (30) days after the approval of the proposal.
3. The City reserves the right to request clarification of information submitted and to request additional information from firms submitting proposals.
4. Any proposal submitted will constitute an irrevocable offer, for a period of ninety (90) days, to sell to the City the services set forth in the enclosed scope and specifications.
5. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner the obligations agreed to, the City shall have the right to terminate its contract by specifying



the date of termination in a written notice to the Contractor at least thirty (30) days before the termination date. In this event, the Contractor shall be entitled to just and equitable compensation for any satisfactory work completed.

6. Any agreement or contract resulting from the acceptance of a proposal shall be on forms either supplied by or approved by the City and shall contain, at a minimum, applicable provisions of the RFP. The City reserves the right to reject any agreement that does not conform to the RFP and to any City requirements for agreements and contracts.
7. The Contractor shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the City.
8. No reports, information, or data given to or prepared by the Contractor under the contract shall be made available to any individual or organization by the Contractor without the prior written approval of the City.

ADDITIONAL ITEMS

Independent Contractor

It is understood, agreed, and recognized, that the successful Contractor awarded the contract will be an independent contractor and not an employee of the City of Lakeville. The successful Contractor will be required to comply with such terms and conditions established by City of Lakeville with regard to clearances, confidentiality indemnification and termination of services.

Governing Law and Venue

Awarded Contractor and its subcontractors, if applicable, agree that any agreement shall be governed and construed in accordance with the laws of the State of Minnesota, including all matters of construction, validity, enforcement and performance, without regard to its conflict of law provisions. Such agreements shall be deemed to have been drafted by each party hereto, and neither party may argue otherwise.

Collusion

Any agreement or collusion among Contractors or perspective Contractors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain from submitting a proposal, shall render proposals of such Contractors void and shall cause such Contractors to be disqualified from submitting proposals to the City.

Reference Information

Contractors shall provide a list of five (5) references for whom they are currently or have recently provided services. At least one of the references should be a City or County Government.



Assignment and Subcontracting

The Contractor may not subcontract, transfer, or assign any portion of the contract.

Right to Refuse Personnel

City may require contractors to submit a complete list of all persons to perform work either as contractor and their employees or a partner and their employees. The list must be in the form of a brief resume to include: certification, length of time employed by said contractor, evidence of background security check and date of last drug test. This includes part-time and full-time employees. The City reserves the right to refuse, at its sole discretion, any personnel.

Insurance Requirements

Prior to commencing work on the Contract, the Contractor shall furnish and maintain during the term of the contract such public liability and property damage insurance as shall protect the Contractor and any subcontractors performing work covered by this contract from claims for damages by Worker's Compensation Statute, and from claims for property damages or personal injury which may arise from operations under this contract, whether such operations are by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Worker's Compensation

Employer's Liability

Bodily Injury by Disease per employee - \$500,000

Bodily Injury by Disease aggregate - \$500,000

Bodily Injury by Accident - \$500,000

Commercial General Liability – \$2,000,000 annual aggregate.

Business Automobile Liability - \$2,000,000 per occurrence combined single limit.

Excess/Umbrella Liability - \$2,000,000 each occurrence/aggregate

All insurance policies (or riders) required by this Agreement shall:

- 1) Be taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- 2) Contain a provision that the insurer shall give thirty (30) days written notice of cancellation or in the case of non-payment of premium, at least ten (10) days written notice,



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- 3) Name Contractor as an insured party and City as an additional insured with respect to General Liability and Auto Liability policies on a primary and non-contributory basis,
- 4) Be in accordance with specifications approved by the insurance advisory for City, and
- 5) Be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the City. Certificates of Insurance that do not meet these requirements will not be accepted. **Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.**



GENERATOR MAINTENANCE SERVICES SPECIFICATIONS

The City is seeking a qualified contractor to provide comprehensive generator maintenance and repair services at City facilities. The work will include the delivery of total preventive maintenance services including, but not limited to inspection, preventive maintenance, repair, and other tasks and services necessary to ensure safe, well maintained generators providing quality and on-demand support to the City's mission.

SCOPE OF WORK

Generator Scheduled Preventive Maintenance

Routine preventative generator maintenance is defined as scheduled routine inspection and proactive servicing of generator systems to facilitate the generation of power as and when needed.

Routine and preventive maintenance shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, and will meet warranties and be in conformance to all applicable laws, codes, and regulations.

Contractor shall inspect all generators at least two times each year, with appropriate load bank and other tests performed either annually or as recommended by the manufacturer. Results of all inspections and tests performed will be documented with copies provided to the City.

Contractor shall inspect all moving parts or components, investigate noises, and lubricate and adjust as recommended per manufacturer's specifications.

All scheduled preventive maintenance performed by the Contractor will be billed at rates submitted on the Proposal Form.

Generator Repair

Repairs to the generators are defined as maintenance issues found during scheduled preventive maintenance or service calls that affect the continued operation of the generator. The Contractor shall be responsible for identifying maintenance issues and estimating costs for repairs.

All repairs shall be provided in accordance with the highest standards of the industry, skill, workmanship, applicable trade practices, and will meet warranties and be in conformance to all applicable laws, codes and regulations.

No repairs will be made without authorization from the City following the submission of an estimate of repairs by the Contractor.

All repairs performed by the Contractor will be billed at rates, charges, and parts markup costs submitted on the Proposal Form.



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The City requires that contractors have a 24 hour per day and 7 day per week emergency repair service with the ability to respond within 2 hours during normal business hours and within 4 hours after normal business hours.



SCOPE OF SERVICES

All generators and related components will be tested, maintained, and serviced in accordance with the manufacturer's recommended service practices and guidelines for preventive maintenance and repair.

Contractor will be responsible for providing service reports and check off sheets at each service interval for each piece of equipment and the related components of the systems. Service reports and check off sheets shall be forwarded to the City for review upon completion of each service inspection.

Generators Inspection

Performance Inspections. Performance inspections shall be performed in the spring (March-May) and fall (September-November). Inspections will include a thorough evaluation of all generator systems including the engine, the electrical and starting system, the cooling system, the battery, the oil and lubrication system, the fuel system, the transfer switch, and the air and exhaust system. Facility load will be transferred to generator annually at each facility to test the generator's ability to handle the designated load. Specific tasks are listed in Exhibit A. Inspections for all building should be scheduled together to limit trips and maximize efficiency.

Generator Servicing

Servicing. Generators will receive servicing annually in the fall (September-November) at the time of the performance inspection. Full service of the generators includes: servicing and/or replacing air and fuel filters based on manufacturers' requirements or technician evaluation; draining any exhaust condensation; changing the oil and filter; testing the coolant and cooling system; and supplying and replacing the battery. Specific tasks are listed in Exhibit A. Battery replacement on a 3-year maximum rotation but no more than once per agreement unless authorized by the city. Service should be scheduled to be completed congruently with fall inspections to maximize efficiency.



PROPOSAL FORM
City of Lakeville
2025 – 2027 Generator Maintenance

1. The undersigned Contractor proposes and agrees, if this Proposal is accepted, to enter into an Agreement with the City in the form included in the Request for Proposal documents, and to perform all work as specified or indicated in the Request for Proposal documents for the prices and within the times indicated in this Proposal and in accordance with the other terms and conditions of the proposal documents.
2. Contractor accepts all terms and conditions of the Request for Proposal. This Proposal will remain subject to acceptance for 90 days after the Proposal opening.
3. In submitting this Proposal, the Contractor represents that:
 - a. Contractor has examined and carefully studied the Request for Proposal documents, and any data and reference items identified in the Request for Proposal documents, and hereby acknowledges receipt of the following addenda:

Addendum No.	Addendum Date

- b. Contractor has visited the Site 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 considered the information known to the 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 Request for Proposal documents; and any site-related reports and drawings identified in the proposal 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 to be employed by the Contractor; and (3) Contractor's safety precautions and programs.



- e. Contractor agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, test, studies, or data are necessary for the determination of this Proposal or performance of the work at the price proposed and within the times required, and in accordance with the other terms and conditions of the Request for Proposal documents.
 - f. Request for Proposal documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work.
 - g. Submission of this Proposal constitutes an incontrovertible representation by the Contractor that the Contractor has complied with all of the requirements of this paragraph, and that without exception the Proposal and all prices in the Proposal are premised upon performing and furnishing the work required by the Request for Proposal documents.
4. The Contractor certifies that:
- a. This Proposal is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules or any group, association, organizations, or corporation,
 - b. Contractor has not directly or indirectly induced or solicited any other Contractor to submit a false or sham Proposal;
 - c. Contractor has not solicited or induced any individual or entity to refrain from proposing; and
 - d. Contractor has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract. For the purposes of this paragraph:
 - i. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process;
 - ii. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the proposal process to the detriment of the City, (b) to establish Proposal prices at artificial non-competitive levels, or (c) to deprive the City of the benefits of free and open competition;
 - iii. "collusive practice" means a scheme or arrangement between two or more Contractors, with or without the knowledge of the City, a purpose of which is to establish Proposal prices at artificial non-competitive levels; and



- iv. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.
5. The Contractor will complete the work in accordance with the contract documents for the following price:



Work Sheet
City of Lakeville
Generator Maintenance Agreement

Facility	Spring Inspection	Fall Inspection+Service	Year Total
Fire Station 1 20190 Holyoke Ave			0
Fire Station 2 16720 Dodd BLVD			0
Fire Station 3 17490 Kenrick Ave			0
Fire Station 4 9465 185th St			0
Water Treatment Facility 18400 Ipava Ave			0
Lift Station 6 19118 Orchard Tr			0
Lift Station 7 16810 Chart House Dr			0
Onan Trailer Unit 18400 Ipava Ave			0
Cat Trailer Unit 18400 Ipava Ave			0
Lakeville City Hall 20195 Holyoke Ave			0
Central Maintenance Facility 7570 179th St W			0
Lakeville Police Station 9237 183rd St			0
Well 19 17191 Gerdine Path			0
Well 14 18350 Dodd Blvd			0

Total

0





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List of Holidays as observed by Contractor:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

7. _____
8. _____
9. _____
10. _____
11. _____
12. _____



City of Lakeville
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Firm: (indicate correct name of proposing entity)

By:

Signature

Printed Name

Attest:

Signature

Printed Name

Title: _____

Submittal Date: _____

Address for giving notices:

Telephone No. _____

Facsimile No. _____

Contact Name and Email _____



City of Lakeville
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References

Provide a list of five (5) references for whom currently or have recently provided services. At least one of the references should be a public entity.

Company	Contact	Email	Phone



**SAMPLE
CONTRACT FOR SERVICES**

THIS AGREEMENT made this _____ day of _____, 2025, by and between the **CITY OF LAKEVILLE**, hereinafter referred to as the “City”, and _____, hereinafter referred to as the “Contractor”.

**THE CITY AND THE CONTRACTOR, FOR THE CONSIDERATION
HEREINAFTER STATED, AGREE AS FOLLOWS:**

1. **SCOPE OF SERVICES.** The scope of services is detailed in the Contract Documents but generally consist of inspecting, servicing, and providing maintenance of the Generator systems at designated City facilities. The Contractor agrees to perform the services as detailed in the Contract Documents.

2. **CONTRACT DOCUMENTS.** The following documents shall be referred to as the "Contract Documents", all of which shall be taken together as a whole as the contract between the parties as if they were set verbatim and in full herein:

- A. This document entitled “Contract for Services”.
- B. Generator Maintenance Services Request for Proposal and Specifications.
- C. Inspection and Servicing Task List, Exhibit A
- D. Equipment and Battery Replacement Listing, Exhibit B.
- E. Contractor’s Proposal.

If there is a conflict among the provisions of the Contract, the order in which they are listed above shall control in resolving any such conflicts with Contract Document "A" having the first priority and Contract Document "E" having the last priority.

3. **OBLIGATIONS OF THE CONTRACTOR.** The Contractor agrees that the work contemplated by the Contract shall be fully and satisfactorily completed in accordance with the terms of the Contract Documents.

4. **PAYMENT.**



A. The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices quoted, which is inclusive of sales tax, as set forth in the completed Proposal Form. Payment to the Contractor shall be made based on work completed and submission and approval of an invoice.

B. Payments to Subcontractor. Pursuant to Minn. Stat. § 471.25, Subd. 4a, the Contractor must pay any subcontractor within ten (10) days of the Contractor's receipt of payment from the City for undisputed services provided by the subcontractor. The Contractor must pay interest of 1½ 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 \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor.

5. INDEMNIFICATION.

A. The Contractor shall indemnify, defend and hold harmless the City and its officials, agents, representatives, and employees from any loss, claim, liability and expense (including reasonable attorney's fees and expenses of litigation) with respect to: (a) Worker's Compensation benefits payable on account of injury or death to any Contractor employee or to any employee of Contractor's subcontractors, where the injury or death arises out of or is in any way related to the work performed or to be performed under the Contract; (b) claims for personal injury, death, or property damage or loss asserted by a Contractor or subcontractor or any of their officers, agents, representatives, or employees where the injury, death, damage, or loss arises out of or is in any way related to the work performed or to be performed under the Contract; and (c) claims for personal injury, death, or property damage or loss as asserted by third-parties at the work site, where the claim is based in the whole or in any part on, or is in any way related to, any act or omission by Contractor, or Contractor's subcontractors, agents, employees or delegates.

B. Contractor shall agree that the indemnities stated above shall be construed and applied in favor of indemnification. To the extent permitted by law, the stated indemnities shall apply regardless of any strict liability or negligence attributable to the City and regardless of the extent to which the underlying harm is attributable to the negligence or otherwise wrongful act or omission (including breach of contract) of Contractor, its subcontractors, agents, employees or delegates. Contractor also agrees that if applicable law limits or precludes any aspect of the stated indemnities, then the indemnities will be considered limited only to the extent necessary to



comply with that applicable law. The stated indemnities continue until all applicable statutes of limitations have run.

C. If a claim arises within the scope of the stated indemnity, the City may require Contractor to furnish a written acceptance of tender of defense and indemnity from Contractor's insurance company. Contractor will take the action required by City within fifteen (15) days of receiving notice from City.

6. RIGHTS AND REMEDIES.

A. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the City or the Contractor shall constitute a waiver of any right or duty afforded by any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

7. GOVERNING LAW. The Contract shall be governed by the laws of the State of Minnesota.

8. INSURANCE. Prior to commencing work on the Contract, the Contractor shall furnish and maintain during the term of the contract such public liability and property damage insurance as shall protect the Contractor and any subcontractors performing work covered by this contract from claims for damages by Worker's Compensation Statute, and from claims for property damages or personal injury which may arise from operations under this contract, whether such operations are by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Worker's Compensation

Employer's Liability

Bodily Injury by Disease per employee - \$500,000



City of Lakeville
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Bodily Injury by Disease aggregate - \$500,000

Bodily Injury by Accident - \$500,000

Commercial General Liability – \$2,000,000 annual aggregate.

Business Automobile Liability - \$2,000,000 per occurrence combined single limit.

Excess/Umbrella Liability - \$2,000,000 each occurrence/aggregate

All insurance policies (or riders) required by this Agreement shall:

- 1) Be taken out by the Contractor and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State of Minnesota,
- 2) Contain a provision that the insurer shall give thirty (30) days written notice of cancellation or in the case of non-payment of premium, at least ten (10) days written notice,
- 3) Name Contractor as an insured party and City as an additional insured with respect to General Liability and Auto Liability policies on a primary and non-contributory basis,
- 4) Be in accordance with specifications approved by the insurance advisory for City, and

Be evidenced by a Certificate of Insurance listing City as an additional insured which shall be filed with the city. Certificates of Insurance that do not meet these requirements will not be accepted. Certificates of Insurance shall include the policy endorsements showing the City named as additional insured on a primary and non-contributory basis.

9. TERM. The term of this Contract shall begin on or about March 1, 2019 and end on December 31, 2021, both dates inclusive, unless sooner terminated as hereinafter provided.

10. 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.

11. SUPERVISION OF CONTRACTOR. The City's designated supervisor will be the Facilities Supervisor. The Facilities Supervisor, acting on the City's behalf, shall be



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responsible for providing communication and direction as to the provision of services by the Contractor under this Contract. The Contractor will contact the City of Lakeville by e-mail as to the dates and the times they will perform work at each facility. The Facilities Supervisor's mailing address is: 20195 Holyoke Avenue, Lakeville, MN 55044; telephone numbers are: (W) 952-985-2630; (C) 952-224-6219; email address is TBreeeggemann@Lakevillemn.gov.

12. TERMINATION WITHOUT CAUSE BY CITY. The City reserves the right to terminate Contractor at will immediately without cause at any time within the term of this Contract. In the event of such termination, the City shall provide Contractor written notice of termination and upon receipt of same, 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 receipt of the written notice of termination.

13. INDEPENDENT CONTRACTOR. City and Contractor agree that Contractor, while engaged in carrying out and complying with the terms and conditions of this Contract 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 that Contractor shall not at any time or in any manner represent that Contractor or any of the 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 Contract for Contractor's own FICA payment, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes or other taxes if any such payments, amounts, or taxes are required to be paid by law or regulations.

14. WRITTEN NOTICE OR OTHER CORRESPONDENCE. Any written notice or other correspondence to be provided by or between the City and the 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:

15. WAIVER OF DEFAULT. Any waiver by City of a default under the provisions of this Contract by Contractor shall not operate or be construed as a waiver of a subsequent default by the Contractor. No waiver shall be valid unless in writing and signed by the Mayor and the City Administrator on behalf of the City.

16. 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.

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 invalid or unenforceable shall not be effected hereby and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

18. DATA PRACTICES/RECORDS.

A. All data created, collected, received, maintained, or disseminated for any purpose in the course of this Contract 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.

19. WARRANTY. The Contractor shall be held responsible for any and all defects in workmanship, materials, and equipment which may develop in any part of the contracted service, and upon proper notification by the City shall immediately replace, without cost to the City, any such



faulty part or parts and damage done by reason of the same in accordance with the proposal specifications.

20. 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.

21. DISCRIMINATION. Contractor agrees to comply with Minnesota Statute 181.59 that states:

Subsection A. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier or Contractor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

Subsection B. That no contractor, material supplier, or Contractor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent the person or persons from the performance of work under any contract on account of race, creed, or color;

Subsection C. That a violation of this section is a misdemeanor; and

Subsection D. That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

22. WORK HOURS. Generator preventive maintenance and inspections shall start no earlier than 7:00 a.m. and be completed before 3:30 p.m.

23. BACKGROUND CHECKS. The City must receive from the Contractor and each Contractor's employee written authorization permitting the City of Lakeville Police Department



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to perform a criminal history background check and further authorize the Police Department to release the information obtained to the Lakeville City Council, City Administrator and other appropriate employees. The City reserves the right to deny access to City facilities to those Contractors or Contractor's employees that it deems inappropriate.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

AND _____
Ann Orlofsky, City Clerk

CONTRACTOR:

BY: _____

Its _____

GENERATOR INSPECTION AND SERVICING TASK LIST

EXHIBIT A

INSPECTION BI- ANNUAL CHECKLIST

ENGINE

- A. CHECK SPARK PLUGS
- B. CHECK IGNITION POINTS
- C. CHECK IGNITION WIRES
- D. CHECK DISTRIBUTOR
- E. CHECK GAS PRESSURE
- F. CHECK FUEL PUMP'S
- G. CHECK INJECTION PUMP
- H. CHECK AIR INTAKE SYSTEM
- I. CHECK TURBOS
- J. CHECK BELTS

ELECTRICAL/STARTING SYSTEM

- A. CHECK STARTER SOLENOID TERMINALS
- B. CHECK STARTER
- C. CHECK ELECTRICAL CONNECTIONS
- D. CHECK AC/DC ALTERNATOR OPERATION
- E. RUN UNIT CHECK SAFETY SHUTDOWNS
- F. CIRCUIT BREAKER CHECK OPEN OR CLOSED

COOLING SYSTEM

- A. CHECK FOR LEAKS, CHECK CLAMPS/HOSE CONNECTIONS
- B. CHECK COOLANT LEVEL, RECORD PROTECTION
- C. CHECK BLOCK HEATER, RECORD TEMP.

BATTERY

- A. CHECK BATTERY STARTING SYSTEM
- B. BATTERY CHARGER - RECORD SETTINGS AMPS AND VOLTS
- C. CHECK ELECTROLYTE LEVEL
- D. RECORD SPECIFIC GRAVITY
- E. CHECK CONNECTIONS-CLEAN AS NEEDED
- F. NOTE OVERALL CONDITION OF SYSTEM

GENERATOR ANNUAL LOAD TRANSFER TEST

- A. ENGINE COOLANT TEMP.
- B. ENGINE LUBE PRESSURE
- C. LUBE OIL TEMP.
- D. BATTERY CHARGE RATE AMPS A,B AND C PHASES AND SINGLE PHASE
- E. VOLTAGE A,B AND C PHASE'S AND SINGLE PHASE
- F. FREQUENCY

OIL SYSTEM

- A. CHECK LUBRICATION SYSTEM
- B. CHECK OIL LEVEL
- C. LUBRICATE GOVERNOR AND LINKAGE
- D. INSPECT ENTIRE UNIT FOR OIL LEAKS
- F. INSPECT/CLEAN BREATHER

FUEL SYSTEM

- A. CHECK FLEXIBLE CONNECTION
- B. CHECK DAY TANK FLOAT LEVEL
- C. CHECK FUEL TRANSFER PUMP
- D. FUEL FILTER'S-DRAIN WATER SEPARATOR
- E. CHECK FUEL SOLENOID
- F. RECORD FUEL SUPPLY

TRANSFER SWITCH

- A. START/STOP GENSET FROM SWITCH
- B. INSPECT INSTRUMENTS & GAUGES
- C. CHECK EXERCISE CLOCK
- D. CHECK TIME DELAY SETTINGS

AIR AND EXHAUST SYSTEM

- A. VISUAL INSPECTION OF SYSTEM FOR EXHAUST LEAKS
- B. CHECK EXHAUST RAIN CAP
- C. CHECK LOUVRE OPERATION AND SEAL
- D. CHECK FOR AIR FLOW OBSTRUCTIONS

Exhibit A – Inspection and Servicing Task List

FULL SERVICE ANNUAL CHECKLIST

ENGINE

A. SERVICE AIR CLEANER

FUEL SYSTEM

A. CHANGE FUEL FILTERS

AIR AND EXHAUST SYSTEM

A. DRAIN EXHAUST CONDENSATION TRAP

BATTERY

A. BATTERY SUPPLIED & REPLACED @ No More Than 3 YEAR INTERVAL

OIL SYSTEM

A. CHANGE OIL AND FILTER

COOLING SYSTEM

A. TEST/RECORD DCA CHARGE

B. CHANGE COOLANT FILTER

**GENERATOR EQUIPMENT 2025-2027
EXHIBIT B**

UNIT ID #	MANUFACTURER	MODEL	PROD MODEL	SERIAL #	TYPE	UNIT LOCATION
# 1420	CATERPILLAR	3512DITA	3512	24Z09172	GEN SET	WATER TREATMENT FACILITY
# 1416	ONAN	GEN SET	6BT5.9	44239050	STANDBY	TRAILER UNIT ONAN
# 1413	OLYMPIAN	D100P2	1PKXL05.9HI	YB506048U765417H ST	STANDBY	TRAILER UNIT CAT
# 1417	CUMMINS	GEN SET	C80N6	H160956726	GEN SET	LIFT STATION # 6
# 1418	CATERPILLAR	SR4B	3406 ARR 122-0086	4FD01485	GEN SET	LIFT STATION # 7
# 8781	OLYMPIAN	G20F3S	G20F3S	OLY00000VNGF011 ST	STANDBY	FIRE STATION #1
# 8782	OLYMPIAN	G15U3S	G15U3S	PNGZ0668	STANDBY	FIRE STATION #2
# 8783	OLYMPIAN	G15U3S	G15U3S	JNGZ00852	STANDBY	FIRE STATION #3
# 8784	MTU	4R0113DS60	361PSL1602	95090502237	STANDBY	FIRE STATION # 4
# 7426	MTU	6R0120DS180	431PSL6206	95120501141	STANDBY	CITY HALL
# 0900	DETROIT	650RXC6DT2	650RXC6DT2	156823-0308	GEN SET	183RD PD
# 2412	CATERPILLAR	3456/LC6	3456	JC3G00511/G6B011	STANDBY	CENTRAL MAINTENANCE FACILITY
# 1421	CUMMINS	GEN SET	150.0GGLB7523879	L080224466	STANDBY	WELL #19
#1422	OLYMPIAN	G230LG2	OH0924 SG0230KG13133N23HPSYE	GXD00790	STANDBY	WELL # 14
#1423	Cummins	KTA19GC	KTA19GC/OG-CAT	37272949	STANDBY	WELL #21/22



Date: 1/21/2025

Approval of BS&A Integrated Payments Addendum

Proposed Action

Staff recommends adoption of the following motion: Move to approve Integrated Payments Addendum with BS&A Software, LLC

Overview

The City departed from the LOGIS consortium for its financial and utility billing software. Upon completion of the RFP process for a new Enterprise Resource Planning (ERP) system, the City chose and contracted with BS&A Software Inc. in February 2023. InvoiceCloud was the preferred vendor through BS&A at that time. The existing payment system (PSN) the City has used since 2017 has limitations and was being phased out. The increased functionality of the BS&A software will allow for multiple payment options across most City departments – utilizing the InvoiceCloud payment platform. City staff explored the InvoiceCloud capabilities and were confident it would increase self-service, decrease manual collections in payment processing, and fully integrate with other BS&A modules (i.e. building permits). However, due to PCI compliance issues with InvoiceCloud for card-present payments, the initial agreement approved by Council on July 15, 2024 had to be amended to accommodate such payments from our customers. This amendment with InvoiceCloud was approved at the December 16, 2024 council meeting.

Due to the PCI compliance issue with using InvoiceCloud for card-present payments, the City has opted to use BS&A's state-of-the-art card readers and platform for a seamless and secure payment system for our customers who pay in-person with their credit/debit cards. Utilizing the BS&A service is also the most efficient use of staff time. By approving this addendum with BS&A, the City would also have an alternative option should the InvoiceCloud platform become incompatible with the City's software, or when the 5-year agreement with InvoiceCloud ends.

The City will continue to absorb the processing fees for ACH and EFT payments. The processing and interchange fees for credit and debit card payments will be absorbed by the payers. Several benefits of this payment portal for the payers include: a) linking multiple accounts and bill types together for easy payment in one place; b) one-time and recurring payment options; c) paperless billing options; d) email/text reminders with payment links for payment-ease; and e) 24 months of billing and payment history. Several efficiencies on the City's side of the portal will be gained with this change. The City Attorney has reviewed the BS&A Integrated Payments Addendum.

Supporting Information

1. BS&A Integrated Payments Addendum

Financial Impact: \$0 Budgeted: Yes Source: Various Envision Lakeville Community Values: Good Value for Public Service Report Completed by: Julie Stahl, Finance Director

Integrated Payments Addendum

This Addendum (“**Addendum**”) supplements the Customer Agreement entered into by and between BS&A Software, LLC (“**BS&A**”) and the CITY OF LAKEVILLE, MN (“**Customer**”) together with the BS&A Customer Terms and Conditions (collectively, the “**Agreement**”), effective on the date of the Customer signature.

Payment processing services accessible through an integration with BS&A’s platform are provided by BS&A’s designated payment processor, as BS&A may designate from time to time (“**Processor**”). As of the effective date of this Addendum, the Processor is Stripe, Inc. (“**Stripe**”). This Addendum will apply if Customer sets up an account with the Processor (with Stripe as processor, such account is referred to herein as the “**Stripe Connected Account**”), to receive payment processing services from Processor (“**Payment Processing Services**”) through such integration. Capitalized terms used but not defined here will have the meanings given to them in the Agreement or in the Stripe Agreements (defined below).

1. Payment Processing Services

1.1 Processor Agreements. As of the effective date of this Addendum, use of the Payment Processing Services is subject to the Stripe Connected Account Agreement, the Stripe Privacy Policy, and other terms and conditions of Stripe, as each may be updated or modified by Stripe from time to time (collectively, the “**Stripe Agreements**”). Customer may not use any Payment Processing Services until Customer agrees to the Stripe Agreements, and by agreeing to this Addendum, Customer expressly (a) accepts and agrees to the Stripe Agreements, and (b) authorizes BS&A to capture Customer’s electronic or digital acceptance of the Stripe Agreement and provide proof of such acceptance to Stripe as may be requested by Stripe. Customer understands that the Stripe Agreements are solely between Customer and Stripe, and the Payment Processing Services are provided solely by Stripe. BS&A is not a party to the Stripe Agreements, has no control over the Payment Processing Services and the Stripe Agreements, and will have no liability under the Stripe Agreements or in any way relating to the Payment Processing Services. Customer is responsible for checking for applicable updates to the Stripe Agreements from time to time, and any use by Customer of the Payment Processing Services following a change to the Stripe Agreements shall constitute acceptance of such change.

1.2 Customer Information and onboarding. Customer will follow the onboarding procedures and policies provided by BS&A and Stripe (as may be amended from time to time), and Customer will provide all requested information. All information provided by Customer to BS&A must be truthful and accurate. Customer acknowledges that Processor has the ultimate decision whether to approve Customer for the Payment Processing Services.

1.3 Transaction Processing and Settlement. Transactions are processed by Processor, not BS&A. Stripe (or its partner banks) will settle Transaction proceeds to Customer’s designated bank account in accordance with the Stripe Agreements. Customer acknowledges and agrees that its processed transactions may be deposited into to a pooled account held for the benefit of Customer and other customers of BS&A held at any financial institution so that such funds may be combined and aggregated with other funds that are ultimately settled to Customer by such financial institution. Customer understands and agrees that BS&A does not process, receive, or hold Customer funds at any time and that BS&A is not a bank, money transmitter, or other money services business (as such terms are defined by the Bank Secrecy Act or any state law). To the extent BS&A is deemed to hold or receive funds (constructively or otherwise) of any customer of Customer at any point in time, Customer hereby irrevocably appoints BS&A as its non-fiduciary agent for the limited purpose of collecting, receiving, holding, and settling funds from Customer’s customer (the cardholder) on Customer’s behalf. In such

event, such funds shall be deemed received by Customer upon receipt by BS&A and shall satisfy the cardholder's obligation to Customer in connection with the transaction for the goods or services sold by Customer. If BS&A fails to remit such funds to Customer, Customer's sole recourse for such event is solely against BS&A and not against the cardholder or the cardholder's financial source.

1.4 Data Usage and Sharing. Customer authorizes BS&A to (a) access and receive data relating to Customer's Stripe Connected Account (as such term is defined in the Stripe Agreements), including transaction and usage data and other data about the Stripe Connected Account; (b) share data regarding the Stripe Connected Account, related activity and other Customer data with Stripe in connection with the Payment Processing Services; and (c) issue instructions to Stripe regarding Transactions and funds processed by Stripe. Customer agrees to complete and submit any additional authorization forms or other such documentation as requested by BS&A or Stripe.

2. Payment Terms

2.1 Fees. The fees for the Payment Processing Services will be as set forth in Schedule A of this Addendum and will be automatically debited by BS&A via ACH from the depository account designated by Customer that is on file with BS&A ("**Customer Account**"). Customer hereby authorizes BS&A, Processor, their financial institutions and any of their assignees to collect amounts owed under this Addendum (including, but not limited to, the fees for the Payment Processing Services set forth on Schedule A and any liabilities arising under this Addendum) by debiting funds from the Customer Account ("**ACH Debit Authorization**"). All payments are non-refundable. If Customer fails to make any payment when due (or any ACH Debit of the Customer Account is returned or rejected for any reason), late charges will accrue as permitted pursuant to Section 7.1 of the Agreement. For clarity, any fees or payment terms that may be posted on Stripe's website for Stripe's direct customers are not applicable. All fees are exclusive of any applicable taxes, unless otherwise provided. Customer agrees that all ACH transactions authorized pursuant to this authorization comply with all applicable laws and with the Network Rules (including the Nacha Operating Rules). Notwithstanding anything to the contrary in the Agreement, fees for the Payment Processing Services can be amended upon thirty days notice to Customer.

2.2 Disputes. If Customer believes that there is an error in any statement provided by BS&A or any information reported by BS&A regarding a Transaction, or any error made in the amount of a payment or settlement, Customer must notify BS&A within thirty (30) days of Customer's receipt of the statement or payment containing the error or it will waive such claim.

2.3 Tax Reporting. BS&A may send documents to Customer and the Internal Revenue Service (IRS) or other tax authority for Transactions processed using the Payment Processing Services. BS&A may have tax reporting responsibilities in connection with the Payment Processing Services such as an Internal Revenue Service report on Form 1099-K (which reports Customer's gross transaction amounts each calendar year to the IRS), or state or other taxing authority requirements. Customer acknowledges that BS&A or Stripe (as determined in their sole discretion) will report the total amount of transactions received by Customer in connection with the Payment Processing Services each calendar year as required by the taxing authorities. Customer will cooperate with BS&A and Stripe in providing accurate and complete tax reporting information, including any other information that may be required by the taxing authorities to fulfil tax reporting described herein. Customer represents and warrants that all information that it submits for tax reporting purposes is complete and accurate to the best of its knowledge, and that BS&A and Stripe may rely on all such information submitted by Customer. Customer agrees that neither Stripe nor BS&A will be liable for any penalty or other damages stemming from any 1099-K form that is issued incorrectly if it comports with the information provided by

Customer, and neither Stripe nor BS&A will have any obligation to verify the legal name or tax ID number for reporting purposes. Customer understands and agrees that BS&A and Stripe may submit tax reporting information exactly as provided by Customer. Notwithstanding the foregoing, BS&A or Stripe may in their sole discretion investigate or validate any tax reporting information or other information submitted by Customer.

2.4 Electronic Delivery of Tax Documents. In connection with the tax reporting activities described above, Customer may elect to receive electronic delivery of the referenced tax-related documents from BS&A or Stripe, including through BS&A's platform or another online portal whereby Customer can access and download the applicable statements. If Customer elects to receive tax documents electronically, it will provide such consent by clicking an "I Accept" or similar button or checking a box captioned with acceptance and consent language ("**Tax E-Delivery Consent**"). The Tax E-Delivery Consent will remain in effect until withdrawn by Customer. The Tax E-Delivery Consent may be printed or downloaded. If Customer does not specifically consent to the electronic delivery of tax-related documents, Customer will receive paper copies of all required tax-related documents, including Form 1099-K. BS&A or Stripe will notify Customer once the applicable tax forms become available via the email address BS&A has on file for Customer.

3. Compliance

3.1 Laws and Rules. Customer agrees to comply at all times with all applicable laws and regulations as well as the rules and regulations of all applicable payment networks ("**Network Rules**"), including industry standards such as the Payment Card Industry Data Security Standards ("**PCI-DSS**"). Additional data protection standards and policies which Customer must comply with are set forth in the Stripe Agreements. Furthermore, Customer acknowledges and agrees that it is fully responsible for all acts and omissions of its employees, contractors, and agents and will ensure their compliance with all laws and Network Rules as well as Customer's other obligations under this Addendum and the Stripe Agreements.

3.2 Customer's Business. Customer understands that any transactions involving Customer's goods or services which are processed through the Payment Processing Services pursuant to this Addendum ("**Transactions**") are between Customer and its customer (the cardholder), and any issues relating to a Transaction are solely between Customer and the cardholder. Customer is solely responsible for all liabilities associated with Customer's payment processing activity and use of the Payment Processing Services, including without limitation with respect to chargebacks, refunds, identity theft, fraud and any assessments or fees imposed by Stripe, a sponsor bank, the card networks or any third party. Customer is responsible for determining what, if any, taxes apply to the goods and services Customer provides to its cardholders and the payments Customer makes or receives, and it is Customer's responsibility to collect, report and remit the correct tax to the appropriate tax authority. Customer will comply with any and all applicable tax laws, including those in connection with Transactions.

3.3 Prohibited Activities. Customer will not use the Stripe Connected Account for any activity prohibited by Stripe, including but not limited to those activities listed in the section of Stripe Services Agreement titled "Services Restrictions" or those activities listed in the [Stripe Restricted Businesses List](#). Customer shall not use the Payment Processing Services to conduct a Restricted Business or transact with a Restricted Business. Customer may not use the Payment Processing Services in breach of the Connected Account Agreement or for any activity that applicable law or the Stripe Agreements prohibit.

3.4 Fraud Monitoring. BS&A and Stripe may monitor Transactions for the purpose of determining fraudulent activity and whether Customer is in good standing. Such monitoring if conducted, will be for the benefit of BS&A and/or Stripe only. BS&A does not have any obligation to monitor Transactions on

Customer's behalf. Based on BS&A's methods, which are subject to change without notice, BS&A may decide to suspend Customer's access to the Payment Processing Services, or in other ways limit Customer's privileges to the extent BS&A deems necessary or useful to prevent fraud or losses. Without limiting the foregoing, BS&A may delay, in its sole discretion, or at the direction of Stripe sending instructions on Customer's behalf if BS&A reasonably believes that Customer's instructions may involve fraud or misconduct, or violate applicable law, rule, regulation, order, this Addendum, or other applicable BS&A or Stripe policies, as determined by BS&A or Stripe in their sole and absolute discretion.

3.5 Cardholder Fee Programs. If Customer elects to impose a fee on cardholders with respect to Transactions (including a surcharge for credit cards, a convenience fee, service fee or other similar type of fee) or implement a discount based on the type of payment method used for a Transaction (including cash, check, or ACH) (collectively, "**Cardholder Fee Program**"), Customer must first seek approval from BS&A. Customer is solely responsible for its compliance with all applicable Network Rules and all present and future federal and state laws and regulations relating to any such Cardholder Fee Program and any required consumer disclosures related thereto. Although BS&A may, in its discretion, assist Customer with disclosures and practices relating to such Cardholder Fee Programs, BS&A's provision or approval of any materials or practices shall not be deemed a confirmation that such materials or practices comply with the Network Rules or applicable law and shall not in any way relieve Customer from its responsibility to ensure that all program materials and practices comply with the Network Rules and applicable law. Customer must provide BS&A with at least at thirty (30) days prior written notice before implementing (or announcing publicly that it intends to implement) any Cardholder Fee Program that would be considered a surcharge program under the Network Rules.

4. Chargebacks

4.1 Chargebacks. If BS&A determines in its sole discretion that Customer is incurring excessive chargebacks, BS&A may establish controls or conditions governing Customer's use of the Payment Processing Services, including without limitation, by (a) establishing new fees, (b) instructing Stripe to require a reserve, (c) instruct Stripe to delay payouts, and/or (d) terminating this Addendum and access to the Payment Processing Services. Notwithstanding anything to the contrary herein, for any Transaction that results in a chargeback, BS&A may direct the withholding of the chargeback amount and any associated fees. Customer authorizes BS&A to deduct or debit the amount of any chargeback and any associated fees, fines, or penalties assessed by a third party, from Customer's Account or offset from any amounts otherwise due to Customer. Further, if BS&A reasonably believes that a chargeback is likely with respect to any Transaction, BS&A may instruct Stripe to withhold the amount of the potential chargeback from payments otherwise due to Customer until such time that: (a) a chargeback is assessed, in which case BS&A will retain the funds; (b) the period of time under applicable law or Rule by which the cardholder may dispute the Transaction has expired; or (c) BS&A determines that a chargeback on the Transaction will not occur, in which case BS&A will instruct the release of the withheld funds to Customer. If BS&A is unable to recover funds related to a chargeback for which Customer is liable, BS&A may set off or debit Customer's Account for the full amount of the applicable chargeback, or, if BS&A is unable to do so, Customer shall pay BS&A the amount of such chargeback and any associated fees, fines or penalties immediately upon demand. Customer will pay all costs and expenses, including without limitation attorneys' fees, other legal expenses, and handling fees incurred by or on behalf of BS&A in connection with the collection of all chargebacks. This section will survive termination of this Addendum. Additional chargeback terms and requirements are set forth in the Stripe Agreements.

4.2 Investigations. BS&A is not obligated to intervene in any dispute arising between Customer and cardholders. Notwithstanding anything to the contrary herein, if BS&A needs to conduct an investigation or resolve any pending dispute related to chargebacks or Transactions, Customer will assist BS&A when requested, at Customer's expense, to investigate such Transactions. Customer will timely submit all applicable information, documentation, or evidence related to such chargeback to BS&A, within the timeframe instructed by BS&A, necessary for BS&A to meet card network timelines for submitting evidence and responding to a chargeback. Customer authorizes BS&A to share information about a chargeback with the cardholder, the cardholder's financial institution and Customer's financial institution in order to investigate or mediate a chargeback. BS&A will request necessary information from Customer to contest the chargeback. If a chargeback dispute is not resolved in Customer's favor by the card network or issuing bank or Customer chooses not to contest the chargeback, BS&A may recover the chargeback amount and any associated fees. Customer acknowledges that its failure to assist BS&A in a timely manner when investigating a Transaction, including providing necessary documentation within the time period specified in BS&A's request, may result in an irreversible chargeback. BS&A will charge a fee as set forth in the applicable price schedule for mediating or investigating chargeback disputes, in addition to any other chargeback fees set forth in this Addendum or the Agreement, if applicable. BS&A reserves the right to change such fee at any time. If BS&A reasonably suspects that the Customer's access to the BS&A platform or Payment Processing Services has been used for an unauthorized, illegal, or criminal purpose, Customer gives BS&A express authorization to (but understands that BS&A is not obligated to) share information about Customer and any Transactions with law enforcement.

5. Liability

5.1 Indemnification.

- 5.1.1** In addition to the indemnification obligations under the Agreement, Customer will indemnify and hold harmless BS&A and its officers, affiliates, and representatives from and against any and all losses, damages, claims, assessments, chargebacks, fees, and other amounts incurred arising out of or in any way related to: (a) Customer's breach of any of its representations, warranties or covenants in this Addendum; (b) the Stripe Agreements or Customer's use of the Payment Processing Services, including all activity on Customer's Stripe account; (c) Customer's violation or non-compliance with any applicable law, rule, regulation, order, or Network Rules (including non-compliance of PCI-DSS); (d) all Merchant Losses (as defined in the Stripe Agreements); (e) Customer's implementation of a Cardholder Fee Program; and (f) Customer's gross negligence or willful misconduct.
- 5.1.2** In addition to the indemnification obligations under the Agreement, BS&A will indemnify and hold harmless Customer and its officers, affiliates, and representatives from and against any and all losses, damages, claims, and other amounts incurred resulting from third party claims to the extent directly and solely arising out of: (a) BS&A's breach of any of its representations, warranties or covenants in this Addendum; (b) BS&A's violation or non-compliance with any applicable law, rule, regulation, or order; and (c) BS&A's gross negligence or willful misconduct.

5.2 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL BS&A, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, OR AGENTS, BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BS&A IS ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. EXCEPT FOR BS&A'S INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL BS&A'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS ADDENDUM EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT. BS&A'S LIABILITY IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS SET FORTH IN SECTION 5.1.2, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL FEES CUSTOMER PAID TO BS&A UNDER THIS ADDENDUM IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. FOR THE AVOIDANCE OF DOUBT, CUSTOMER AGREES AND ACKNOWLEDGES THAT ANY ASSESSMENT, FINE, PENALTY, FEE, OR OTHERWISE IMPOSED BY STRIPE, A BANK, A CARD NETWORK OR A GOVERNMENT AGENCY OR REGULATOR WILL BE DEEMED TO BE A DIRECT DAMAGE AND NOT INDIRECT, CONSEQUENTIAL, OR INCIDENTAL.

5.3 Force Majeure. BS&A is not responsible for any delay or failure in performing its obligations under this Addendum, in whole or in part, for any cause or circumstance outside its reasonable control, including, without limitation: fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, pandemics, transportation, utilities, services or supplies, governmental action, computer viruses, corruption of data, failures of Processor or other third party provider, DDoS or other computer attacks, incompatible or defective equipment, software, or services, or otherwise.

6. Term and Termination

6.1 Term. This Addendum will be effective on the date that BS&A approves Customer for the Payment Processing Services and will continue for one (1) year ("**Initial Term**") unless earlier terminated in accordance with this section. This Addendum will automatically renew for consecutive one (1)-year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either party gives the other party written notice of non-renewal no less than sixty (60) days before the end of the then-current Term.

6.2 Termination. This Addendum will automatically terminate upon termination of the Agreement.

6.3 Termination by BS&A. In addition to the termination rights set forth under the Agreement, BS&A will have the right to terminate this Addendum immediately, with or without notice, for: (a) Customer breaches any provision of this Addendum or any Stripe Agreements; (b) Customer or its employees and agents use the Payment Processing Services in a manner inconsistent with the intended purpose; (c) Customer or its employees and agents violate any applicable laws or Network Rules; or (d) BS&A is required to terminate this Addendum by Stripe, government agency, payment network, or other regulator. BS&A will not be liable to Customer or other third party for termination of the Payment Processing Services for any reason. Upon the termination of the Stripe Agreements or the Customer's Stripe Connected Account for any reason, this Addendum will automatically terminate.

6.4 Effect of Termination. The termination of this Addendum will not affect any of BS&A's rights or Customer's obligations arising under this Addendum. After termination of this Addendum and/or Customer's Stripe account, Customer shall continue to be liable for all chargebacks, refunds, fees, card network liabilities, credits, and adjustments resulting from or relating to Transactions processed pursuant to this Addendum. The termination of Customer's access to Payment Processing Services will be effective immediately. Customer authorizes BS&A to notify Stripe of any termination of this Addendum; however, Customer is responsible to manually close its Stripe Connected Account separately in accordance with Stripe procedures.

7. General

7.1 Precedence. Any inconsistency, conflict, or ambiguity between these Addendum and the Agreement will be resolved by giving precedence and effect to this Addendum, but only to the extent of the inconsistency, conflict, or ambiguity. Other than as expressly amended by this Addendum, all other provisions of the Agreement will remain in full force and effect.

7.2 Amendments. Except as set forth below in this section, this Addendum may only be amended with the written consent of both parties. Notwithstanding the foregoing, BS&A reserves the right to amend this Addendum without the consent of Customer if such amendment is required to comply with applicable laws, Network Rules or the directives of the Processor or any payment network. BS&A will use reasonable efforts to give Customer thirty (30) days' prior notice of any such amendment. Additionally, during the Term and upon at least 30 days' prior written notice, BS&A may amend this Addendum to pass through increases in third party costs and fees, including but not limited to fees and assessments charged by Stripe, payment networks, or BS&A's vendors and service providers. BS&A may amend this Agreement other than as indicated herein, including applicable fees and rates, no less than ninety (90) days before the end of the then-current Term.

7.3 Dispute Resolution. The dispute resolution provisions of the Agreement, including the choice of law and venue will apply to any and all disputes or claims arising under this Addendum.

7.4 Counterparts. This Addendum may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. An electronic signature shall be accepted as an original for all purposes. This Addendum may be executed and delivered by electronic means (including click-to-accept) and the parties agree that such electronic execution and delivery will have the same force and effect as delivery of an original document with original signatures, and that each party may use such electronic signatures as evidence of the execution and delivery of this Addendum to the same extent that an original signature could be used.

Signature: _____

Name:

Luke M. Hellier

Title:

Mayor

Date:

1/21/2025

Tax E-Delivery Consent

Please read this information carefully and print or download a copy for your files.

Consent to Electronic Delivery of Tax-Related Documents

By executing the Addendum or otherwise accepting this Tax E-Delivery Consent (“**Consent**”), you acknowledge that you have read and understand the terms of this Consent, and you affirmatively elect and consent to receive tax-related documents in connection with the Payment Processing Services (“**Tax Documents**”), including but not limited to IRS Form 1099-K, via electronic delivery.

This Tax E-Delivery Consent (“**Consent**”) is effective until withdrawn in the manner described below. You understand you will **NOT** receive hard (paper) copies of Tax Documents unless and until such withdrawal.

This is your copy of the Consent. Please print, download, and save a copy of this Consent for your records.

Electronic Delivery

You agree that BS&A may deliver Tax Documents to you in any of the following ways:

- (a) via email at the email address BS&A has on file for you; and/or
- (b) via an online interface which allows you to view and download the Tax Documents. For example, such interface may be provided through your account or profile on the BS&A services, if applicable. If Tax Documents are provided via the BS&A services or other online interface, BS&A (or its processor or service provider, as applicable) will notify you via email once each Tax Document becomes available.

Additional or Substitute Paper Copies

In addition to obtaining electronic copies, you may also request paper copies of your Tax Documents by contacting BS&A at the contact information provided below. Note that requesting a paper copy of Tax Documents will be considered a one-time request and will not be considered a withdrawal of this Consent. You must formally withdraw this Consent in the manner described below to begin regularly receiving paper copies of Tax Documents on a going-forward basis.

For information that is required by law to be sent to you, including Form 1099-K and other Tax Documents, as applicable, if BS&A receives notice that an email is undeliverable due to an incorrect or inoperable email address, or if BS&A is otherwise unable to deliver your Tax Documents via electronic means, BS&A will attempt to send such information via U.S. Postal Service to the mailing address BS&A has on file for you.

Notification of Change of Tax Information or Email

You must notify BS&A promptly if your email address used to receive Tax Documents, notifications, or other account information changes. You must also notify BS&A promptly of any relevant change in your information as it appears on your Form W-9, including your name, address, or taxpayer identification number. BS&A must have such information exactly as it appears on your Form W-9 in order to properly fill out and issue your Form 1099-K.

By agreeing to this Consent, you agree to notify BS&A promptly of any such change, by contacting BS&A by mail or email at the contact information provided below

Withdrawal or Termination this Consent

You may withdraw this Consent at any time by providing written notice of withdrawal to BS&A by mail or email at the contact information provided below. In each case, you must state that you are withdrawing consent to paperless delivery of tax-related documents, and you must provide your name and taxpayer identification number exactly as they appear on your IRS Form W-9.

You understand that withdrawal of this Consent is prospective only; withdrawal ensures that future Tax Documents will be delivered to you in paper, but does not apply to any Tax Document that has already been furnished to you electronically. BS&A may take up to 10 business days after receipt of your withdrawal to process your request.

In addition, BS&A reserves the right to terminate this Consent and stop electronic delivery of Tax Documents at any time by giving notice to you. If BS&A does so, BS&A will send future Tax Documents as paper copies, via mail.

System Requirements

To access Tax Documents electronically, you need a computer system or mobile device that, at minimum, has the following features and capabilities:

- internet access;
- browser software (at least 128-bit encryption, JavaScript enabled);
- application that can read and display PDF files;
- sufficient hardware necessary to support the above features, including sufficient storage to download and retails files to keep a copy for your records; and
- printer (if you want to print a hard copy).

By agreeing to this Consent you certify that your computer system or mobile device meets these hardware and software requirements.

Contact BS&A

You may contact BS&A by mail or email to update your Form W-9 information or to withdraw this Consent at:

BS&A Software, LLC

- 14965 Abbey Ln, Bath Twp, MI 48808
- payments@bsasoftware.com

Signature: _____

Name:

Title:

Date:

Schedule A – Payment Processing Services & Fees

Service	Fee
Payment Processing Implementation	\$0
Monthly Account Fee	\$0
Gateway	\$0
PCI DSS	\$0
Tokenization	\$0
Chargeback / Dispute Management	\$0
Real-Time ACH Validation	\$0
Real-Time Transaction Fraud & Risk Monitoring	\$0
Text – to – Pay	\$0
IVR	\$0

Credit Card – Visa, Mastercard, Discover, American Express – Pass-Through to Payor		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.95%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.95%	\$0.50

Credit Card – Visa, Mastercard, Discover, American Express – Absorbed by Municipality		
Online, Text, IVR, Counter	Percentage	Per Transaction
Utility Billing	2.80%	\$0.50
Tax	2.80%	\$0.50
Misc.	2.80%	\$0.50

ACH – Pass-Through to Payor	
Transaction Amount	Fee per Transaction
\$0 - \$1,000	\$3.00
\$1,001 - \$5,000	\$6.00
\$5,001 +	\$12.00

ACH – Absorbed by Municipality	
Transaction Amount	Fee per Transaction
\$0 - \$10,000+	\$1.00

Device	Price	No. of Devices	Total
S700 Terminal	\$350 each (Includes Tax & Shipping)	4	\$ 1,400

Payment Type	Accept Payments using this method		
Online with BS&A Online			
Text-to-Pay			
IVR Phone Payments			
Counter with Cash Receipting		✓	

Fee Type	Pass Through to Payor		Absorbed by Municipality	
Credit Card Fees - Online		✓		
Credit Card Fees - Text		✓		
Credit Card Fees - IVR		✓		
Credit Card Fees - Counter		✓		
ACH Fees - Online			✓	
ACH Fees - Text			✓	
ACH Fees - IVR			✓	
ACH Fees - Counter			✓	



Date: 1/21/2025

Ordinance Amending Title 11 of the City Code and Summary Ordinance for Publication

Proposed Action

Staff recommends adoption of the following motion: Move to approve an ordinance amending Title 11 of the City Code and a summary ordinance for publication.

Overview

Community Development Department staff recommends approval of an ordinance amending Title 11 (Zoning Ordinance) of the City Code as presented. The proposed ordinance amendment is phase two of the 2024 annual review and update of the Zoning Ordinance, and it includes amendments pertaining to definitions, parking requirements, signage for community and special use parks, and updates to industrial districts.

The Planning Commission held a public hearing on the proposed ordinance amendment at their January 9, 2025 meeting. There were no public comments. The Planning Commission unanimously recommended approval of the ordinance amendment.

Supporting Information

1. Text Amendment report PC 1-9-25
2. 01-09-25 PC minutes
3. ZO_amendment_underlined
4. ZO_amendment_clean
5. Summary Ordinance

Financial Impact: \$0 Budgeted: No Source: Envision Lakeville Community Values: Design that Connects the Community Report Completed by: Tina Goodroad, Community Development Director



Memorandum

To: Planning Commission
From: Tina Goodroad, Community Development Director
Date: January 2, 2025
Subject: Packet Material for the January 9, 2025 Planning Commission Meeting
Agenda Item: Zoning Text Amendment

BACKGROUND

During the summer Planning Commission reviewed and recommended approval of several annual zoning ordinance text amendments and held additional discussions on parking, specifically calculation of required spaces. Staff has prepared an amendment for additional zoning text amendments, including parking requirements for the January 9th public hearing.

SUMMARY OF AMENDMENTS

Section 11-2-3 Definitions: We are adding a definition for Commercial Recreation Facilities as one does not exist. This is a use that is distinct from an athletic facility or club.

Section 11-19-13 Parking: This amendment is specifically related to required number of spaces. The amendment includes a table of uses and existing and proposed changes to the code which was reviewed by the Planning Commission in August. Changes reflect what we are seeing for demand for certain uses. The full list of proposed parking changes is included in the attached ordinance.

Section 11-23-19 Signage: The amendment allows additional freestanding and wall signs in our Community Parks and Special Use Area facilities. The changes are necessary to allow for additional free-standing signage with sponsorship in Grand Prairie Park and additional wall signage in this park and on the permanent Pavilion at the Hasse arena. Grand Prairie is seeking a

second monument sign. One sign will be located along Cedar Avenue while the second sign will be positioned on Hamburg Avenue which does not meet the current requirements as a major collector or arterial street. The amendment would give an exception as it's a community park. The size of community park facilities warrants additional monument signs.

Wall signs are proposed on the grandstand at Grand Prairie Park (south side entrance) and on two sides of the new pavilion rink at Hasse Area.

Section 11-66-7 M-2 Mixed Use Cedar Corridor District: Multiple Family residential is a conditional use in this district. One of the stipulations in the ordinance is the area requirement for each unit. The current ordinance requires 1,675 sq ft per unit which does not align with the 2040 Comprehensive Plan which states the Cedar Corridor Mixed Use land use density allowed is between 26-40 units per acre and up to 45 units per acre for senior housing. By requiring 1,675 sq ft per unit, we are only following the low end of the density range when in fact we need to allow for the top end of the density range of 40 units/acre or 1,100 sq ft per unit. The ordinance correctly addresses the density for senior housing at 1,000 sq ft per unit.

Section 11-86-7: I-1 Light Industrial Conditional Uses: The I-1 zoning district allows major auto repair as a conditional use provided storage of all vehicles is indoors. We have received inquiries to allow limited outdoor storage and as a response have prepared an amendment that allows an enclosed and screened storage area (not in view of a principle arterial roadway) for vehicles with several conditions including limiting the area to not more than 20% of the lot area or 10,000 sq. feet.

Section 11-87-7 I-2 Conditional Uses: Staff has received several requests for Commercial Recreation Facilities in the I-2, General Industrial District. After consideration we are supporting the change to also allow in I-2 with the same standards used in the I-1 district. This may allow some vacant or underutilized buildings in the I-2 district to have the same use flexibility as in I-1.

Section 11-88-11 I-3 Administrative Uses: The MAC has submitted building permit plans for a remodel at the maintenance building at the Airlake airfield. The remodel will provide for sleeping quarters for airport maintenance personal. This amendment adds incidental sleeping quarters for airport maintenance personal as a use allowed by administrative permit.

Action

City staff recommends approval of the proposed amendments as presented.

Attachment

Ordinance Amendment

6. City of Lakeville

Chair Majorowicz opened the public hearing to consider amendments to Title 11 (Zoning) of the City Code.

Community Development Director, Tina Goodroad, presented a summary of the staff memo.

There was no public comment.

Motions was made by Kaluza, seconded by Einck to close the public hearing at 6:18 p.m.

Voice vote was taken on the motion.

Ayes: Unanimous

Chair Majorowicz asked for comments from the Planning Commission. Discussion points included:

- Commissioner Kaluza asked Ms. Goodroad to outline some examples of what the commercial recreation facilities might be. He stated he was in support of all the amendments.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the amendments to Title 11 (Zoning) of the City Code.

Ayes: Kaluza, Majorowicz, Traffas, Einck, Tinsley

Nays: 0

7. The Planning Commission recognized Frank Dempsey's 31 years of service and his retirement.

There being no further business, the meeting was adjourned at 6:25 p.m.

Respectfully submitted,

Dawn Erickson, Recording Secretary

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions - Definitions) is hereby amended to include following definition alphabetically:

COMMERCIAL RECREATION FACILITIES: A business that provides indoor recreation and sport facilities including but not limited to game courts, gymnastics, running tracks, playgrounds, swimming pools, sport and/or strength training.

Section 2. Section 11-19-7.A of the Zoning Ordinance (Off- Street Parking General Provisions) is hereby amended to read as follows:

- A. Reserved Floor Area: ~~The term "floor area" for the purpose of calculating the number of off street parking spaces required shall be determined on the basis of the exterior floor area dimensions of the buildings, structure or use times the number of floors, minus ten percent (10%), except as may hereinafter be provided or modified.~~

Section 3. Section 11-19-7.H of the Zoning Ordinance (Off- Street Parking General Provisions) is hereby amended to read as follows:

- H. Reserved Calculating Space:

- ~~1. When determining the number of off street parking spaces results in a fraction, each fraction of one-half ($\frac{1}{2}$) or more shall constitute another space.~~
- ~~2. In stadiums, sports arenas, churches and other places of public assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each eighteen inches (18") of such design capacity seating facilities shall be counted as one seat for the purpose of determining requirements.~~

3. ~~Except as provided for under joint parking and for shopping centers, should a structure contain two (2) or more types of use, each use shall be calculated separately for determining the total off street parking spaces required.~~

Section 4. Section 11-19-7.J of the Zoning Ordinance (Off- Street Parking General Provisions) is hereby amended to read as follows:

- J. Reserved Parking Deferment: ~~The city may allow a reduction in the number of required parking stalls for commercial, industrial, institutional, and multiple family uses by administrative permit provided that:~~

1. ~~The proposed use will have a peak parking demand less than the required parking under section 11-19-13 of this chapter. Factors to be considered when reviewing the proposed parking demand shall include, but not be limited to:~~
 - a. ~~Size of building, or number of dwelling units and number of bedrooms per dwelling unit.~~
 - b. ~~Type and use.~~
 - c. ~~Number of employees or residents.~~
 - d. ~~Projected volume and turnover of customer traffic.~~
 - e. ~~Projected frequency and volume of delivery or service vehicles.~~
 - f. ~~Number of company owned vehicles.~~
 - g. ~~Storage of vehicles on site.~~
2. ~~In no case shall the amount of parking provided be less than one-half ($\frac{1}{2}$) of the amount of parking required by ordinance.~~
3. ~~The site has sufficient property under the same ownership to accommodate the expansion of the parking facilities to meet the minimum requirements of this chapter if the parking demand exceeds on site supply.~~
4. ~~On site parking shall only occur in areas designed and constructed for parking in accordance with this chapter.~~
5. ~~The applicant and city enter into a development agreement, to be recorded against the subject property, which includes a clause requiring the owner to install the~~

~~additional parking stalls, upon a finding of the Zoning Administrator that such additional parking stalls are necessary to accommodate the use.~~

~~6. A change of use will necessitate compliance with the applicable zoning ordinance standard for parking.~~

~~7. Parking deferments, as provided for herein, shall not be granted for parcels and uses within the RS CBD, C CBD, and I CBD Districts.~~

Section 5. Section 11-19-13 of the Zoning Ordinance (Parking-Number of Spaces Required) is hereby amended to read as follows:

11-19-13: NUMBER OF SPACES REQUIRED: The following minimum number of off-street parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth:

A. Calculation of Required Spaces:

Use		
		Proposed
Residential:		
	Multiple-family dwellings	2.5 spaces per unit except that the number of stalls required for uses with a mean of 2.0 bedrooms per dwelling unit or less shall be reduced to 2.0 stalls per dwelling unit. <u>2.0 spaces per unit; including one spaces enclosed below the principal building for each unit with one or more bedrooms.</u>
	Residential care facility	2 spaces per unit for uses serving 6 or fewer persons in a residential district.
		4 spaces plus 1 space for each 3 beds and additional space as determined by the Zoning Administrator.
	Residential shelter	2 spaces plus 1 space for each 2 occupants of maximum capacity.
	Senior housing with services, senior independent living units	1 space per dwelling unit, or; 1 space per 2 dwelling units plus 1 space per employee on a maximum shift

		when units are within a continuing care retirement community facility or memory care facility.
	Assisted living or housing with services	1 space per 2 dwelling units.
	Independent living	1 space per dwelling unit.
	Memory care or nursing home	4 spaces plus 1 space for each 3 beds plus additional spaces as required by this section for office uses.
	Single-family, detached townhome, and two-family	2 spaces per unit.
	Townhome	
	RM-1, RM-2, RH-1, RH-2 Districts	2 spaces per unit.
	RM-3 District	1 space per unit.
	RH-CBD and C-CBD Districts	1.5 spaces per dwelling unit for townhouse or multiple family uses.
	Institutional:	
	Auditoriums, theaters, religious institutions, sports arenas	1 space per 3 seats of design capacity of the main assembly with a maximum capacity less than or equal to 1,000 persons or 1 space per 2.5 seats of design capacity of the main assembly with a maximum capacity greater than 1,000 persons, plus additional spaces required for adjoined facilities, not including private or private nonprofit baseball fields (see below).
	Community center, libraries	10 spaces plus 1 space per 300 square feet over 2,000 square feet of floor area for the principal structure.
	Nursing homes, rest homes	Residential care facility: 2 spaces per unit for uses serving 6 or fewer persons in a residential district.

-	Other: 4 spaces plus 1 space for each 3 beds and additional space as determined by the Zoning Administrator.
Private or private nonprofit baseball fields	1 space per 8 seats of design capacity.
School, elementary and middle	1 space per 7 students based upon building design.
School, high school and post-high school facilities	1 space per 3 students based on building design capacity, plus 1 space per classroom.
Senior housing, assisted living and memory care units	4 stalls per 10 dwelling units, plus stalls equal to the number of employees on a maximum shift.
Commercial/industrial:	
Airport hangar	1 stall <u>space</u> per 1,000 square feet.
Animal hospital/kennel	1 space for each 200 square feet of <u>clinic</u> floor area <u>plus one space for each 1,000 square feet of kennel area.</u>
Auto repair uses established after March 17, 2003	1 space per 200 square feet of floor area.
Auto sales	1 space per 500 square feet of showroom plus 1 space for each 3,000 square feet of outdoor sales lot, plus additional parking required for ancillary service or repair.
Beauty or barber shop	2 spaces per chair.
Bowling alleys	5 spaces per lane plus spaces as required for other uses within the principal structure.
<u>Brewery, small brewery, distillery, microdistillery,</u>	<u>1 space per 1,500 square feet of manufacturing, fabrication, processing, or warehouse area, plus 1</u>

	<u>with or without cocktail room or taproom</u>	<u>space per 200 square feet of taproom or cocktail room floor area.</u>
	C-CBD District:	
	Office and/or retail commercial uses, not including restaurants	3 spaces per 1,000 square feet of floor area.
	All restaurant uses	5 spaces per 1,000 square feet of floor area.
	Car wash	Drive through: 40 <u>4</u> spaces.
		Self-service: 1 space per wash bay.
		Motor fuel stations: None in addition to that required for the principal use.
	Convenience food restaurants, coffee shops, doughnut shops with or without drive-through Coffee/doughnut shop with or without drive through	1 space per 50 square feet. 1 space per 80 square feet.
	Commercial self-storage (ministorage) facilities	3 spaces plus 1 space per 100 storage units.
	<u>Data centers</u>	<u>1 space for each 3,500 square feet of floor area</u>
	Daycare facilities	In a residential district serving less than 12 persons: 2 spaces per use.
		All others: 1 space for each <u>classroom plus one space for each 47</u> persons of licensed capacity.
-	Fast <u>Convenience food restaurants, coffee shops, doughnut shops</u>	1 space per 70 <u>80</u> square feet.

	with or without drive through	
	Fitness centers	1 space per exercise station (e.g., strength machine or cardiovascular) plus 1 space per employee on the largest shift plus additional parking required for ancillary uses.
	Funeral home	20 spaces per chapel or viewing parlor, plus 1 space for each company vehicle maintained on site. Adequate stacking space shall also be provided for staging funeral processions.
	Furniture sales	1 space per 400 square feet for first 25,000 square feet, plus 1 space per 600 square feet thereafter.
	Golf course	4 stalls <u>spaces</u> per hole plus 50 percent of the parking stall <u>space</u> requirement for any associated retail use; on site restaurant and/or banquet facilities shall provide parking stalls <u>spaces</u> for that use as required by this section.
	Instructional classes, dance studios, karate centers, music schools and similar uses	1 space for each 200 square feet of floor area.
	Major bus terminal, boat/marine sales and repair, bottling company, trade shop with 6 or less employees, garden supply or building materials sales	8 spaces plus 1 space per 800 square feet of manufacturing or display floor area over 1,000 square feet.
	Manufacturing	1 space per 350 square feet of floor area, plus 1 space per company vehicle not stored within the principal structure. <u>1 space per 600 square feet of manufacturing floor area;</u>
	Motels/hotels/lodging or boarding	Boarding house: 1 space per person for whom accommodations are provided.

		Hotels/motels: 1 space per unit, plus 1 space for every 10 units.	
	Motor fuel stations and auto repair	4 spaces plus 2 spaces for each service stall <u>space</u> plus other requirements for uses or sale of goods not directly auto related.	
	Multiple occupancy retail or service buildings with 3 or more tenants	1 space per 160 square feet of gross leasable floor area. The total required spaces may be reduced by 10 percent based upon approval of an administrative permit by the Zoning Administrator.	
	Multiplex theater	1 space per 3.4 seats (all other theaters shall be subject to the requirements applicable to auditoriums, theaters, religious institutions and sports arenas established by this section).	
	Office, general	<u>< 10,000sf.</u>	1 space for each 200 square feet of floor area. <u>4 spaces for each 1,000 square feet of floor area.</u>
		<u>10,000sf. or greater.</u>	<u>3 spaces for each 1,000 square feet of floor area.</u>
	Office, medical	1 space for each 200 square feet.	
	<u>Research facilities</u>	<u>1 space for each 600 square feet for floor area.</u>	
	Restaurants (general), clubs, lodges, brewpubs, taprooms, tasting rooms	1 space per 40 square feet of dining area and 1 space for each 80 square feet of kitchen area. 1 space for each 90 square feet of floor area.	
	<u>Retail commercial sales and service uses other than specifically defined by this section (other)</u>	<u>Less than 10,000sf.</u>	1 space for each 200 square feet of floor area.
		<u>10,000-less than 90,000sf.</u>	<u>1 space for each 225 square feet of floor area.</u>
		90,000sf or greater	1 space per 250 square feet.

	Skating rink, banquet hall, private or public auction house	20 spaces plus 1 space per 200 square feet over 2,000 square feet.	
	Truck wash	3 spaces plus 1 space per service bay.	
	Warehousing	<u>Less than 200,000sf.</u>	1 space per 1,000 square feet plus 1 space per company vehicle not stored within the a principal <u>or accessory</u> structure.
		<u>200,000sf. or greater</u>	1 space per 2,000 square feet plus 1 space per company vehicle not stored within the a principal <u>or accessory</u> structure.

B. Floor Area. The term "floor area" for the purpose of calculating the number of off street parking spaces required shall be determined on the basis of the exterior floor area dimensions of the buildings, structure or use times the number of floors, minus ten percent (10%), except as may hereinafter be provided or modified.

C. Fractional Spaces. When calculating the number of parking spaces required in accordance with section 11-19-13.A of this section results in a fraction, each fraction of one-half (1/2) or more shall constitute another space.

D. Multiple Uses. Except as provided for under joint parking and for mixed use developments within the M-1 and M-2 Districts, should a structure contain two (2) or more types of use, each use shall be calculated separately for determining the total off street parking spaces required by section 11-19-13.A of this section.

E. Assembly Spaces. In places of public assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each twenty two inches (22") of such seating facilities shall be counted as one seat for the purpose of determining requirements.

F. Mixed Use Parking. The minimum parking requirement for joint facilities that include office, restaurant, retail, government, and/or multiple family residential uses within Mixed Use Districts established by chapter 45 of this title are to be determined by the following calculation:

1. Multiply the minimum parking required for each individual use as required by section 11-19-13.A of this section by the appropriate percentage for each of the six (6) designated time periods as outlined in the following table:

<u>Land Use</u>	<u>Weekday</u>			<u>Weekend</u>		
<u>Time Periods</u>	<u>12:00 (Midnight) -7:00A.M.</u>	<u>7:00A.M. -6:00P.M.</u>	<u>6:00P.M.- 12:00A.M. (Midnight)</u>	<u>12:00 (Midnight) -7:00A.M.</u>	<u>7:00A.M. -6:00P.M.</u>	<u>6:00P.M.- 12:00A.M. (Midnight)</u>
<u>Office</u>	<u>5%</u>	<u>100%</u>	<u>5%</u>	<u>0%</u>	<u>10%</u>	<u>0%</u>
<u>Restaurant</u>	<u>10%</u>	<u>70%</u>	<u>100%</u>	<u>20%</u>	<u>70%</u>	<u>100%</u>
<u>Retail</u>	<u>0%</u>	<u>90%</u>	<u>60%</u>	<u>0%</u>	<u>100%</u>	<u>60%</u>
<u>Government</u>	<u>0%</u>	<u>100%</u>	<u>40%</u>	<u>0%</u>	<u>40%</u>	<u>25%</u>
<u>Multiple Family Residential</u>	<u>100%</u>	<u>60%</u>	<u>100%</u>	<u>100%</u>	<u>75%</u>	<u>100%</u>

b) Add the resulting sums for each of the six (6) designated time periods.

c) The minimum number of spaces required for the development shall be the highest sum among the six (6) designated time periods.

G. C-CBD District. Commercial uses within the C-CBD shall be exempt from the requirements of section 11-19-13.A of this section.

H. Uses Not Specified. Uses not specified or not precisely identified by section 11-19-13.A shall be calculated by the Zoning Administrator based upon, but not limited to, characteristics for similar uses and professional studies prepared by American Planning Association or Institute of Transportation Engineers.

I. Reduction in Number of Spaces:

1. The number of space required by section 11-19-13.A of this section for a specific use may be reduced by approval of an administrative permit based on a parking demand study prepared by a qualified professional.

a. For multiple family residential uses, the parking study shall take into account unit mix, target demographics, accessibility to open (or surface)

parking spaces and enclosed parking spaces to all tenants and guests; at no point shall multiple family housing be parked at a ratio of less than one and one-half (1.5) spaces per unit or one (1) space per bedroom.

2. A deferment for the construction of the number of parking spaces required by section 11-19-13.A of this section for commercial, industrial, institutional, and multiple-family uses, but not for such uses within the RS-CBD, C-CBD, and I-CBD Districts, may be allowed by administrative permit provided that:

a. The proposed use will have a peak parking demand less than the required parking under section 11-19-13.A of this section in consideration of, but limited to:

(1) Size of building, or number of dwelling units and number of bedrooms per dwelling unit.

(2) Type and use.

(3) Number of employees or residents.

(4) Projected volume and turnover of customer traffic.

(5) Projected frequency and volume of delivery or service vehicles.

(6) Number of company owned vehicles not stored within a principal or accessory building.

b. In no case shall the amount of parking provided be less than one-half (1/2) of the amount of parking required by section 11-13-19.A of this section.

c. The site plan includes sufficient property under the same ownership to accommodate the expansion of the parking facilities to meet the minimum requirements of this chapter if the parking demand exceeds on site supply.

d. On site parking shall only occur in areas designed and constructed for parking in accordance with this chapter.

e. The applicant and city enter into a performance agreement, to be recorded against the subject property, which includes a clause requiring the owner to install the additional parking spaces, upon a finding of the Zoning Administrator that such additional parking spaces are necessary to accommodate the use, which may include a requirement for a construction security if determined necessary by the city.

f. A change of use will necessitate compliance with the applicable zoning ordinance standard for parking.

J. Maximum Number of Spaces. Construction of more than one hundred twenty-five percent (125%) of the number of spaces required by section 11-19-13.A of this section for a specific use shall require approval of a conditional use permit based on a parking demand study prepared by a qualified professional.

Section 6. Section 11-19-21 of the Zoning Ordinance (Off-Street Parking – C-CBD District Parking) is hereby repealed:

11-19-21: C-CBD DISTRICT PARKING:

~~A. C-CBD Zoning District: Within the C-CBD zoning district, on street parking stalls directly abutting a parcel may be counted in satisfaction of the number of spaces required pursuant to section 11-19-13 of this chapter.~~

~~B. Parking Space Size:~~

~~1. For existing off street parking lots within the C-CBD district, each parking space shall be not less than eight feet (8') wide and eighteen feet (18') in length, exclusive of snow storage and access aisles, and each space shall be served by access aisles as required by subsection 11-19-7.1 of this chapter.~~

~~2. Construction of new or expanded parking areas shall be designed in accordance with the provisions of subsection 11-19-7.1 of this chapter.~~

~~C. Development And Uses: Within the C-CBD zoning district, the city may approve development and uses which do not comply with the required number of parking spaces as an administrative permit, provided that:~~

~~1. A development agreement running with the land is completed in which it is agreed that the property in question is financially responsible for its proportionate share of the city sponsored and provided parking space construction, maintenance, and parking site acquisition for new on street, lot and/or ramp parking. Said responsibility shall be determined on the basis of the property's parking space shortage based upon ordinance requirements, in relationship to the total parking space shortage, as defined by section 11-19-13 of this chapter for a defined service and benefit area. The "service and benefit area" shall include all properties which benefit from the available public parking serving a particular retail and commercial neighborhood or district.~~

- ~~2. The amount of parking provided on the property in question is the maximum amount possible, taking into account the use and design objectives of the C-CBD district, as outlined by this title and the comprehensive plan.~~
- ~~3. The parking shortages created by the development are not premature or in excess of the supply which can be provided by the city through a public parking system on a long term basis.~~
- ~~D. Exception: Except as provided for by subsection C of this section, no deferment of required parking may be granted for parcels within the C-CBD district.~~

Section 7. Section 11-23-19.G of the Zoning Ordinance (Signs-District Regulations) is hereby amended to read as follows:

G. Within the P-OS District the following additional regulations shall apply:

1. Freestanding Sign:

- a. Number Allowed: One sign is allowed per lot, except that one additional sign shall be allowed when there is more than one entrance from a major collector or arterial street. In addition, a sign is permitted at each entrance to a city park with a community park or special area designation with the Parks, Trails and Open Space Plan.
- b. Area: The area of each sign may not exceed one hundred (100) square feet per sign face.
- c. Monument Type; Height: The sign shall be monument type with a maximum height not to exceed ten feet (10').

2. Wall, Canopy, Or Marquee Signs:

- a. For single occupancy buildings, not more than one sign shall be allowed on one elevation fronting a public street, except in the case of a corner lot or through lot where one additional one hundred (100) square foot wall sign may be installed on a second elevation fronting a public street.
- b. Additional Signs:
- (1) One (1) sign not to exceed forty-eight (48) square feet shall be allowed for each building entrance.
- (2) Two (2) wall signs not to exceed a total of three hundred (300) square feet shall be allowed on permanent structures in city community parks or special use areas, as designated by the parks, trails, and open space plan.

Section 8. Section 11-66-7.I.a(1) of the Zoning Ordinance (M-2 Mixed Use Cedar Corridor District, Conditional Uses) is hereby amended to read as follows:

- (1) ~~One thousand six hundred seventy-five (1,675)~~ One thousand one hundred (1,100) square feet per unit.

Section 9. Section 11-75-7.M of the Zoning Ordinance (O-P, Office Park District, Conditional Uses) is hereby amended to read as follows:

M. ~~Breweries and small breweries~~ with or without taprooms.

Section 10. Section 11-75-7.N of the Zoning Ordinance (O-P, Office Park District, Conditional Uses) is hereby amended to read as follows:

N. ~~Distilleries and microdistilleries~~ with or without tasting rooms.

Section 11. Section 11-86-7 of the Zoning Ordinance (I-1, Light Industrial District Conditional Uses) is hereby amended to include the following provision with subsequent sections numbered accordingly:

C. Automobile repair, major provided that:

1. All building materials and construction including those of accessory structures must be in conformance with section 11-17-9 of this title.
2. Not less than twenty five percent (25%) of the lot, parcel or tract of land shall remain as landscaped green area according to the approved landscape plan.
3. The entire area other than occupied by buildings or structures or planting shall be surfaced with bituminous material or concrete which will control dust and drainage. The entire area shall have a perimeter curb barrier, a stormwater drainage system and is subject to the approval of the City Engineer.
4. The hours of operation shall be between seven o'clock (7:00) A.M. and ~~six~~ eight o'clock (~~6~~8:00) P.M. Evening hours of operation shall be subject to the approval of the City Council.
5. All painting must be conducted in an approved paint booth. All paint booths and all other activities of the operation shall thoroughly control the emission of fumes, dust or other particulate matter so that the use shall be in compliance with the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 1-15, as amended.
6. The emission of odor by a use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7011, as amended.

7. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.
8. ~~All~~ Outside storage is prohibited, except as provided for below. The storage of damaged vehicles, vehicles being repaired, and vehicle parts and accessory equipment shall be completely inside a principal or accessory building, or enclosed and screened as follows:
 - a. The outdoor storage area shall not be located on the side of a site facing a Principal Arterial roadway, as classified in the Lakeville Transportation Plan.
 - b. The storage area shall be enclosed by a solid privacy fence between 6 feet and 8 feet in height, meeting the requirements for fence materials and construction in Section 11-21-5.
 - c. The fenced storage area shall be landscaped with a greenbelt as described in Section 11-21-9: Required Screening and Landscaping.
 - d. The fenced storage area shall meet or exceed the required setbacks for structures.
 - e. The fenced storage area shall not occupy more than 20% of the lot area or 10,000 square feet, whichever is less.
 - f. Individual vehicles shall not be stored on site longer than 30 days.
9. All conditions pertaining to a specific site are subject to change when the Council, upon investigation in relation to a formal request, finds that the general welfare and public betterment can be served by modifying the conditions.

Section 12. Section 11-87-7 of the Zoning Ordinance (I-2, General Industrial District Conditional Uses) is hereby amended to include the following provision with subsequent sections numbered accordingly:

C. Commercial recreation facilities, provided that:

1. The architectural appearance and function plan of the building and the site shall be designed with a high standard of architectural and aesthetic compatibility with surrounding properties. Building materials, orientation, colors, height, roof design, lighting, signage and site landscaping shall be designed to complement the surrounding industrial properties and demonstrate potential industrial reuse. All sides of the principal and accessory structures are to have essentially the same or a coordinated, harmonious exterior finish treatment.
2. A commercial recreational use shall not be located within a shared tenancy building containing a use classified as an "H" occupancy as defined by Minnesota State Building Code, as may be amended.

3. In multiple-occupancy buildings, a Material Safety Data Sheet (MSDS) shall be required identifying all materials stored or used in the operation of the tenant businesses. Any change in building tenants shall require that the MSDS be updated and provided to all other tenants in the multi-tenant building.
4. A commercial recreational use in a shared tenancy building shall have its own exterior entrance and exit.
5. Vehicular access points shall create a minimum of conflict with through traffic movement, shall comply with chapter 19 of this title and shall be subject to the approval of the City Engineer.

Section 13. Section 11-88-11 of the Zoning Ordinance (I-3, Airport Industrial District Administrative Uses) is hereby amended to include the following provision with subsequent sections numbered accordingly:

C. Incidental sleeping quarters for airport maintenance personal only.

Section 14. This ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this _____ day of _____, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

ORDINANCE NO. _____

CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA

AN ORDINANCE AMENDING THE ZONING ORDINANCE OF THE LAKEVILLE CITY CODE

THE CITY COUNCIL OF THE CITY OF LAKEVILLE ORDAINS:

Section 1. Section 11-2-3 of the Zoning Ordinance (Rules and Definitions - Definitions) is hereby amended to include following definition alphabetically:

COMMERCIAL RECREATION FACILITIES: A business that provides indoor recreation and sport facilities including but not limited to game courts, gymnastics, running tracks, playgrounds, swimming pools, sport and/or strength training.

Section 2. Section 11-19-7.A of the Zoning Ordinance (Off- Street Parking General Provisions) is hereby amended to read as follows:

A. Reserved.

Section 3. Section 11-19-7.H of the Zoning Ordinance (Off- Street Parking General Provisions) is hereby amended to read as follows:

H. Reserved.

Section 4. Section 11-19-7.J of the Zoning Ordinance (Off- Street Parking General Provisions) is hereby amended to read as follows:

J. Reserved.

Section 5. Section 11-19-13 of the Zoning Ordinance (Parking-Number of Spaces Required) is hereby amended to read as follows:

11-19-13: NUMBER OF SPACES REQUIRED: The following minimum number of off-street parking spaces shall be provided and maintained by ownership, easement and/or lease for and during the life of the respective uses hereinafter set forth:

A. Calculation of Required Spaces:

Use		
		Proposed
Residential:		
	Multiple-family dwellings	2.0 spaces per unit; including one spaces enclosed below the principal building for each unit with one or more bedrooms.
	Residential care facility	2 spaces per unit for uses serving 6 or fewer persons in a residential district.
		4 spaces plus 1 space for each 3 beds and additional space as determined by the Zoning Administrator.
	Residential shelter	2 spaces plus 1 space for each 2 occupants of maximum capacity.
	Senior housing	
	Assisted living or housing with services	1 space per 2 dwelling units.
	Independent living	1 space per dwelling unit.
	Memory care or nursing home	4 spaces plus 1 space for each 3 beds plus additional spaces as required by this section for office uses.
	Single-family, detached townhome, and two-family	2 spaces per unit.
	Townhome	
	RM-1, RM-2, RH-1, RH-2 Districts	2 spaces per unit.
	RM-3 District	1 space per unit.
	RH-CBD and C-CBD Districts	1.5 spaces per dwelling unit for townhouse or multiple family uses.

Institutional:		
	Auditoriums, theaters, religious institutions, sports arenas	1 space per 3 seats of design capacity of the main assembly with a maximum capacity less than or equal to 1,000 persons or 1 space per 2.5 seats of design capacity of the main assembly with a maximum capacity greater than 1,000 persons, plus additional spaces required for adjoined facilities, not including private or private nonprofit baseball fields (see below).
	Community center, libraries	10 spaces plus 1 space per 300 square feet over 2,000 square feet of floor area for the principal structure.
	Private or private nonprofit baseball fields	1 space per 8 seats of design capacity.
	School, elementary and middle	1 space per 7 students based upon building design.
	School, high school and post-high school facilities	1 space per 3 students based on building design capacity, plus 1 space per classroom.
Commercial/industrial:		
	Airport hangar	1 space per 1,000 square feet.
	Animal hospital/kennel	1 space for each 200 square feet of clinic floor area plus one space for each 1,000 square feet of kennel area.
	Auto repair uses established after March 17, 2003	1 space per 200 square feet of floor area.
	Auto sales	1 space per 500 square feet of showroom plus 1 space for each 3,000 square feet of outdoor sales lot, plus additional parking required for ancillary service or repair.
	Beauty or barber shop	2 spaces per chair.

	Bowling alleys	5 spaces per lane plus spaces as required for other uses within the principal structure.
	Brewery, small brewery, distillery, microdistillery, with or without cocktail room or taproom	1 space per 1,500 square feet of manufacturing, fabrication, processing, or warehouse area, plus 1 space per 200 square feet of taproom or cocktail room floor area.
	Car wash	Drive through: 4 spaces.
		Self-service: 1 space per wash bay.
		Motor fuel stations: None in addition to that required for the principal use.
	Convenience food restaurants, coffee shops, doughnut shops with or without drive-through	1 space per 80 square feet.
	Commercial self-storage (ministorage) facilities	3 spaces plus 1 space per 100 storage units.
	Data centers	1 space for each 3,500 square feet of floor area
	Daycare facilities	In a residential district serving less than 12 persons: 2 spaces per use.
		All others: 1 space for each classroom plus one space for each 47 persons of licensed capacity.
	Fitness centers	1 space per exercise station (e.g., strength machine or cardiovascular) plus 1 space per employee on the largest shift plus additional parking required for ancillary uses.
	Funeral home	20 spaces per chapel or viewing parlor, plus 1 space for each company vehicle maintained on site. Adequate stacking space shall also be provided for staging funeral processions.

	Furniture sales	1 space per 400 square feet for first 25,000 square feet, plus 1 space per 600 square feet thereafter.
	Golf course	4 spaces per hole plus 50 percent of the parking space requirement for any associated retail use; on site restaurant and/or banquet facilities shall provide parking spaces for that use as required by this section.
	Instructional classes, dance studios, karate centers, music schools and similar uses	1 space for each 200 square feet of floor area.
	Major bus terminal, boat/marine sales and repair, bottling company, trade shop with 6 or less employees, garden supply or building materials sales	8 spaces plus 1 space per 800 square feet of manufacturing or display floor area over 1,000 square feet.
	Manufacturing	1 space per 600 square feet of manufacturing floor area
	Motels/hotels/lodging or boarding	Boarding house: 1 space per person for whom accommodations are provided.
		Hotels/motels: 1 space per unit, plus 1 space for every 10 units.
	Motor fuel stations and auto repair	4 spaces plus 2 spaces for each service space plus other requirements for uses or sale of goods not directly auto related.
	Multiple occupancy retail or service buildings with 3 or more tenants	1 space per 160 square feet of gross leasable floor area.
	Multiplex theater	1 space per 3.4 seats (all other theaters shall be subject to the requirements applicable to

		auditoriums, theaters, religious institutions and sports arenas established by this section).	
	Office, general	< 10,000sf.	4 spaces for each 1,000 square feet of floor area.
		10,000sf. or greater.	3 spaces for each 1,000 square feet of floor area.
	Office, medical	1 space for each 200 square feet.	
	Research facilities	1 space for each 600 square feet for floor area.	
	Restaurants (general), clubs, lodges, brewpubs, taprooms, tasting rooms	1 space for each 90 square feet of floor area.	
	Retail sales and service uses other than specifically defined by this section	Less than 10,000sf.	1 space for each 200 square feet of floor area.
		10,000-less than 90,000sf.	1 space for each 225 square feet of floor area.
		90,000sf or greater	1 space per 250 square feet.
	Skating rink, banquet hall, private or public auction house	20 spaces plus 1 space per 200 square feet over 2,000 square feet.	
	Truck wash	3 spaces plus 1 space per service bay.	
	Warehousing	Less than 200,000sf.	1 space per 1,000 square feet plus 1 space per company vehicle not stored within a principal or accessory structure.
		200,000sf. or greater	1 space per 2,000 square feet plus 1 space per company vehicle not stored within a principal or accessory structure.

- B. **Floor Area.** The term "floor area" for the purpose of calculating the number of off-street parking spaces required shall be determined on the basis of the exterior floor area dimensions of the buildings, structure or use times the number of floors, minus ten percent (10%), except as may hereinafter be provided or modified.
- C. **Fractional Spaces.** When calculating the number of parking spaces required in accordance with section 11-19-13.A of this section results in a fraction, each fraction of one-half ($\frac{1}{2}$) or more shall constitute another space.
- D. **Multiple Uses.** Except as provided for under joint parking and for mixed use developments within the M-1 and M-2 Districts, should a structure contain two (2) or more types of use, each use shall be calculated separately for determining the total off street parking spaces required by section 11-19-13.A of this section.
- E. **Assembly Spaces.** In places of public assembly in which patrons or spectators occupy benches, pews or other similar seating facilities, each twenty-two inches (22") of such seating facilities shall be counted as one seat for the purpose of determining requirements.
- F. **Mixed Use Parking.** The minimum parking requirement for joint facilities that include office, restaurant, retail, government, and/or multiple family residential uses within Mixed Use Districts established by chapter 45 of this title are to be determined by the following calculation:
1. Multiply the minimum parking required for each individual use as required by section 11-19-13.A of this section by the appropriate percentage for each of the six (6) designated time periods as outlined in the following table:

Land Use	Weekday			Weekend		
Time Periods	12:00 (Midnight) -7:00A.M.	7:00A.M. -6:00P.M.	6:00P.M.- 12:00A.M. (Midnight)	12:00 (Midnight) -7:00A.M.	7:00A.M. -6:00P.M.	6:00P.M.- 12:00A.M. (Midnight)
Office	5%	100%	5%	0%	10%	0%
Restaurant	10%	70%	100%	20%	70%	100%
Retail	0%	90%	60%	0%	100%	60%
Government	0%	100%	40%	0%	40%	25%

Land Use	Weekday			Weekend		
Time Periods	12:00 (Midnight) -7:00A.M.	7:00A.M. -6:00P.M.	6:00P.M.- 12:00A.M. (Midnight)	12:00 (Midnight) -7:00A.M.	7:00A.M. -6:00P.M.	6:00P.M.- 12:00A.M. (Midnight)
Multiple Family Residential	100%	60%	100%	100%	75%	100%

- b) Add the resulting sums for each of the six (6) designated time periods.
 - c) The minimum number of spaces required for the development shall be the highest sum among the six (6) designated time periods.
- G. C-CBD District. Commercial uses within the C-CBD shall be exempt from the requirements of section 11-19-13.A of this section.
- H. Uses Not Specified. Uses not specified or not precisely identified by section 11-19-13.A shall be calculated by the Zoning Administrator based upon, but not limited to, characteristics for similar uses and professional studies prepared by American Planning Association or Institute of Transportation Engineers.
- I. Reduction in Number of Spaces:
 1. The number of space required by section 11-19-13.A of this section for a specific use may be reduced by approval of an administrative permit based on a parking demand study prepared by a qualified professional.
 - a. For multiple family residential uses, the parking study shall take into account unit mix, target demographics, accessibility to open (or surface) parking spaces and enclosed parking spaces to all tenants and guests; at no point shall multiple family housing be parked at a ratio of less than one and one-half (1.5) spaces per unit or one (1) space per bedroom.
 2. A deferment for the construction of the number of parking spaces required by section 11-19-13.A of this section for commercial, industrial, institutional, and multiple-family uses, but not for such uses within the RS-CBD, C-CBD, and I-CBD Districts, may be allowed by administrative permit provided that:

- a. The proposed use will have a peak parking demand less than the required parking under section 11-19-13.A of this section in consideration of, but limited to:
 - (1) Size of building, or number of dwelling units and number of bedrooms per dwelling unit.
 - (2) Type and use.
 - (3) Number of employees or residents.
 - (4) Projected volume and turnover of customer traffic.
 - (5) Projected frequency and volume of delivery or service vehicles.
 - (6) Number of company owned vehicles not stored within a principal or accessory building.
- b. In no case shall the amount of parking provided be less than one-half ($\frac{1}{2}$) of the amount of parking required by section 11-13-19.A of this section.
- c. The site plan includes sufficient property under the same ownership to accommodate the expansion of the parking facilities to meet the minimum requirements of this chapter if the parking demand exceeds on site supply.
- d. On site parking shall only occur in areas designed and constructed for parking in accordance with this chapter.
- e. The applicant and city enter into a performance agreement, to be recorded against the subject property, which includes a clause requiring the owner to install the additional parking spaces, upon a finding of the Zoning Administrator that such additional parking spaces are necessary to accommodate the use, which may include a requirement for a construction security if determined necessary by the city.
- f. A change of use will necessitate compliance with the applicable zoning ordinance standard for parking.

J. Maximum Number of Spaces. Construction of more than one hundred twenty-five percent (125%) of the number of spaces required by section 11-19-13.A of this section for a specific use shall require approval of a conditional use permit based on a parking demand study prepared by a qualified professional.

Section 6. Section 11-19-21 of the Zoning Ordinance (Off-Street Parking – C-CBD District Parking) is hereby repealed:

Section 7. Section 11-23-19.G of the Zoning Ordinance (Signs-District Regulations) is hereby amended to read as follows:

G. Within the P-OS District the following additional regulations shall apply:

1. Freestanding Sign:

- a. Number Allowed: One sign is allowed per lot, except that one additional sign shall be allowed when there is more than one entrance from a major collector or arterial street. In addition, a sign is permitted at each entrance to a city park with a community park or special area designation with the Parks, Trails and Open Space Plan.
- b. Area: The area of each sign may not exceed one hundred (100) square feet per sign face.
- c. Monument Type; Height: The sign shall be monument type with a maximum height not to exceed ten feet (10').

2. Wall, Canopy, Or Marquee Signs:

- a. For single occupancy buildings, not more than one sign shall be allowed on one elevation fronting a public street, except in the case of a corner lot or through lot where one additional one hundred (100) square foot wall sign may be installed on a second elevation fronting a public street.
- b. Additional Signs:
 - (1) One (1) sign not to exceed forty-eight (48) square feet shall be allowed for each building entrance.
 - (2) Two (2) wall signs not to exceed a total of three hundred (300) square feet shall be allowed on permanent structures in city community parks or special use areas, as designated by the parks, trails, and open space plan.

Section 8. Section 11-66-7.I.a(1) of the Zoning Ordinance (M-2 Mixed Use Cedar Corridor District, Conditional Uses) is hereby amended to read as follows:

- (1) One thousand one hundred (1,100) square feet per unit.

Section 9. Section 11-75-7.M of the Zoning Ordinance (O-P, Office Park District, Conditional Uses) is hereby amended to read as follows:

M. Breweries with or without taprooms.

Section 10. Section 11-75-7.N of the Zoning Ordinance (O-P, Office Park District, Conditional Uses) is hereby amended to read as follows:

N. Distilleries with or without tasting rooms.

Section 11. Section 11-86-7 of the Zoning Ordinance (I-1, Light Industrial District Conditional Uses) is hereby amended to include the following provision with subsequent sections numbered accordingly:

C. Automobile repair, major provided that:

1. All building materials and construction including those of accessory structures must be in conformance with section 11-17-9 of this title.
2. Not less than twenty five percent (25%) of the lot, parcel or tract of land shall remain as landscaped green area according to the approved landscape plan.
3. The entire area other than occupied by buildings or structures or planting shall be surfaced with bituminous material or concrete which will control dust and drainage. The entire area shall have a perimeter curb barrier, a stormwater drainage system and is subject to the approval of the City Engineer.
4. The hours of operation shall be between seven o'clock (7:00) A.M. and eight o'clock (8:00) P.M. Evening hours of operation shall be subject to the approval of the City Council.
5. All painting must be conducted in an approved paint booth. All paint booths and all other activities of the operation shall thoroughly control the emission of fumes, dust or other particulate matter so that the use shall be in compliance with the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 1-15, as amended.
6. The emission of odor by a use shall be in compliance with and regulated by the State of Minnesota Pollution Control Standards, Minnesota Regulation APC 7011, as amended.
7. All flammable materials, including liquids and rags, shall conform with the applicable provisions of the Minnesota Uniform Fire Code.
8. Outside storage is prohibited, except as provided for below. The storage of damaged vehicles, vehicles being repaired, and vehicle parts and accessory equipment shall be completely inside a principal or accessory building, or enclosed and screened as follows:

- a. The outdoor storage area shall not be located on the side of a site facing a Principal Arterial roadway, as classified in the Lakeville Transportation Plan.
 - b. The storage area shall be enclosed by a solid privacy fence between 6 feet and 8 feet in height, meeting the requirements for fence materials and construction in Section 11-21-5.
 - c. The fenced storage area shall be landscaped with a greenbelt as described in Section 11-21-9: Required Screening and Landscaping.
 - d. The fenced storage area shall meet or exceed the required setbacks for structures.
 - e. The fenced storage area shall not occupy more than 20% of the lot area or 10,000 square feet, whichever is less.
 - f. Individual vehicles shall not be stored on site longer than 30 days.
9. All conditions pertaining to a specific site are subject to change when the Council, upon investigation in relation to a formal request, finds that the general welfare and public betterment can be served by modifying the conditions.

Section 12. Section 11-87-7 of the Zoning Ordinance (I-2, General Industrial District Conditional Uses) is hereby amended to include the following provision with subsequent sections numbered accordingly:

C. Commercial recreation facilities, provided that:

1. The architectural appearance and function plan of the building and the site shall be designed with a high standard of architectural and aesthetic compatibility with surrounding properties. Building materials, orientation, colors, height, roof design, lighting, signage and site landscaping shall be designed to complement the surrounding industrial properties and demonstrate potential industrial reuse. All sides of the principal and accessory structures are to have essentially the same or a coordinated, harmonious exterior finish treatment.
2. A commercial recreational use shall not be located within a shared tenancy building containing a use classified as an "H" occupancy as defined by Minnesota State Building Code, as may be amended.
3. In multiple-occupancy buildings, a Material Safety Data Sheet (MSDS) shall be required identifying all materials stored or used in the operation of the tenant businesses. Any change in building tenants shall require that the MSDS be updated and provided to all other tenants in the multi-tenant building.
4. A commercial recreational use in a shared tenancy building shall have its own exterior entrance and exit.

5. Vehicular access points shall create a minimum of conflict with through traffic movement, shall comply with chapter 19 of this title and shall be subject to the approval of the City Engineer.

Section 13. Section 11-88-11 of the Zoning Ordinance (I-3, Airport Industrial District Administrative Uses) is hereby amended to include the following provision with subsequent sections numbered accordingly:

- C. Incidental sleeping quarters for airport maintenance personal only.

Section 14. This ordinance shall be effective immediately upon its passage and publication according to law.

ADOPTED by the Lakeville City Council this 21st day of January, 2025.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk

SUMMARY ORDINANCE NO. _____

**CITY OF LAKEVILLE
DAKOTA COUNTY, MINNESOTA**

**AN ORDINANCE AMENDING THE SUBDIVISION ORDINANCE AND ZONING ORDINANCE OF THE
LAKEVILLE CITY CODE**

This ordinance amends Title 11 of the Lakeville City Code. Amendments have been made to the following chapters of the Lakeville City Code:

A printed copy of the entire ordinance is available for inspection by any person during the City Clerk's regular office hours.

11-2-3: Definitions
11-19-7: Off-Street Parking Provisions
11-19-13: Off Street Parking-Number of Spaces Required
11-19-21: CDB District Parking
11-23-19: Signs-District Regulations
11-66-7: M-2 District Mixed Use Conditional Uses
11-75-7: O-P District – Conditional Uses
11-86-7: I-1 District – Conditional Uses
11-87-7: I-2 District – Conditional Uses
11-88-11: I-3 District- Administrative Uses

Approved for publication by the City Council of the City of Lakeville, Minnesota this 21st day of January 2025

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST

BY: _____
Ann Orlofsky, City Clerk



Date: 1/21/2025

Kenrick Corner Second Addition Preliminary Plat and Easement Vacation

Proposed Action

Staff recommends adoption of the following motion: Move to approve: 1) a resolution approving the Kenrick Corner Second Addition preliminary plat, and 2) vacation of drainage and utility easements and adoption of the findings of fact.

Overview

Mesenbrink Construction has requested approval of a preliminary plat for one commercial lot to be known as Kenrick Corner Second Addition as well as the vacation of public drainage and utility easements. The property to be platted is located east of Kenrick Avenue and north of 205th Street. A 9,600 square foot building planned for two commercial spaces is proposed to be constructed on the site. The property is zoned C-3, General Commercial District and the proposed retail space and wellness/rehab facility are both permitted uses. The Planning Commission held a public hearing at their January 9, 2025 meeting and there were no public comments. The Planning Commission unanimously recommended approval of the applications subject to six stipulations.

Supporting Information

1. Preliminary Plat Resolution
2. Vacation Resolution
3. January 9, 2025 draft Planning Commission meeting minutes
4. December 12, 2024 Planning and Engineering reports

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
DAKOTA COUNTY, MINNESOTA**

RESOLUTION NO. 25-_____

**RESOLUTION APPROVING THE PRELIMINARY PLAT
OF KENRICK CORNER SECOND ADDITION**

WHEREAS, Mesenbrink Construction requests approval of the preliminary plat of one commercial lot to be known as **KENRICK CORNER SECOND ADDITION**; and

WHEREAS, the Planning Commission held a public hearing at its January 9, 2025 meeting, preceded by notice as required by the Subdivision Ordinance, and unanimously recommended approval; and

WHEREAS, the preliminary plat meets Subdivision Ordinance requirements; and

WHEREAS, the preliminary plat is acceptable to the City.

NOW THEREFORE BE IT RESOLVED by the Lakeville City Council:

The **KENRICK CORNER SECOND ADDITION** preliminary plat is approved subject to the following conditions:

1. The recommendations listed in the December 13, 2024 engineering report.
2. The site and building shall be developed in accordance with the plans approved by the City Council.
3. Landscaping shall be installed consistent with the approved landscape plan. A security shall be submitted with the development contract to guarantee installation of the approved landscaping.
4. The park dedication fee of \$15,257.97 must be paid with the final plat.
5. If exterior mechanical equipment is to be placed on the site, it must be screened from view with landscaping and fencing if ground mounted or with fencing if roof mounted and over three feet in height.
6. If trash will be kept outside of the building, a trash enclosure must be shown on the plans and in compliance with the requirements of Section 11-18-11.

ADOPTED by the Lakeville City Council this **21st** day of **January 2025**.

CITY OF LAKEVILLE

Luke M. Hellier, Mayor

ATTEST:

Ann Orlofsky, City Clerk

CITY OF LAKEVILLE

RESOLUTION NO. 25-_____

RESOLUTION VACATING PUBLIC DRAINAGE AND UTILITY EASEMENTS

WHEREAS, the Planning Commission has conducted a public hearing, preceded by two (2) weeks published notice, to consider vacating the following described drainage and utility easements; and

WHEREAS, the City Council has determined that it is in the public interest to vacate said drainage and utility easements.

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

1. The following public drainage and utility easements are hereby vacated:

All drainage and utility easements lying over, under and across Outlot A, Kenrick Corner, according to the recorded plat thereof, Dakota County, Minnesota, as delineated and dedicated on said Kenrick Corner.

2. The City Clerk is directed to file a certified copy of this resolution with the Dakota County Recorder.

DATED this 21st day of **January 2025**.

CITY OF LAKEVILLE

BY: _____
Luke M. Hellier, Mayor

ATTEST:

BY: _____
Ann Orlofsky, City Clerk

STATE OF MINNESOTA)
(
DAKOTA COUNTY)

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 **21st** day of **January 2025** as shown by the minutes of said meeting in my possession.

Ann Orlofsky
City Clerk

Seal

Drafted By:
City of Lakeville
20195 Holyoke Avenue
Lakeville, MN 55044

CITY OF LAKEVILLE.
PLANNING COMMISSION MEETING MINUTES
January 9, 2025

Chair Majorowicz called the meeting to order at 6:00 p.m. in the Council Chambers at City Hall. The Pledge of Allegiance to the flag was given.

Members Present: Chair Jenna Majorowicz, Scott Einck, Pat Kaluza, Amanda Tinsley, Alternate Mark Traffas, Ex-Officio Jeff Hanson.

Members Absent: Vice Chair Christine Zimmer, Jason Swenson, Patty Zuzek

Staff Present: Tina Goodroad, Community Development Director; Kris Jenson, Planning Manager; Heather Botten, Senior Planner; Jon Nelson, Assistant City Engineer; Dawn Erickson, Recording Secretary.

3. Approval of the Meeting Minutes

The November 7, 2024 Planning Commission meeting minutes and the December 5, 2024 Planning commission work session minutes were approved as presented.

4. Announcements

Planning Manager Kris Jenson stated if the items are not tabled they will move forward to the January 21 City Council meeting.

5. Kenrick Corner Second Addition

Chair Majorowicz opened the public hearing to consider the applications for preliminary and final plat and the vacation of the drainage and utility easement by Mesenbrink Construction for the development of a 1.61 acre parcel to be known as Kenrick Corner Second Addition. The proposal includes development of a 9,600 square foot single story building and is platting Outlot A, Kenrick Corner Second Addition.

Jennifer Haskamp, on behalf of Mesenbrink Construction, presented an overview of the project.

Ms. Jenson presented the staff report, stating that the applicant is requesting a preliminary plat and easement vacation to allow the construction of a one-story multi-tenant commercial building on the site, which is zoned C-3, General Commercial District.

The structure will have a primarily black brick exterior. Two parking lots will serve each commercial space. Landscaping will be added to site along the parking lots to buffer headlights and coniferous trees added along the buffer to the north.

Chair Majorowicz opened the hearing to the public for comment.

There were no public comments.

Motion was made by Kaluza, seconded by Einck to close the public hearing at 6:10 p.m.

Voice vote was taken on the motion.

Ayes – unanimous

Chair Majorowicz asked for comments from the Planning Commission. Discussion points included:

- Commissioner Traffas asked if there were any tenants identified at this time for either of the two spaces. Ms. Hanskamp indicated that the owner is in negotiations with potential tenants, but that agreements had not yet been finalized.

Motion was made by Kaluza, seconded by Tinsley to recommend to City Council approval of the Kenrick Corner Second Addition preliminary and final plat and the vacation of the drainage and utility easement, subject to the six stipulations listed below.

1. The recommendations listed in the December 13, 2024 engineering report.
2. The site and building shall be developed in accordance with the plans approved by the City Council.
3. Landscaping shall be installed consistent with the approved landscape plan. A security shall be submitted with the development contract to guarantee installation of the approved landscaping.
4. The park dedication fee of \$15,257.97 must be paid with the final plat.
5. If exterior mechanical equipment is to be placed on the site, it must be screened from view with landscaping and fencing if ground mounted or with fencing if roof mounted and over three feet in height.
6. If trash will be kept outside of the building, a trash enclosure must be shown on the plans and in compliance with the requirements of Section 11-18-11. The plans must be updated to reflect this information prior to City Council consideration.

Ayes: Tinsley, Kaluza, Majorowicz, Traffas, Einck

Nays: 0

6. City of Lakeville

Chair Majorowicz opened the public hearing to consider amendments to Title 11 (Zoning) of the City Code.

Community Development Director, Tina Goodroad, presented a summary of the text amendments proposed, nearly all of which have been discussed by the Planning Commission at a previous work session.

Chair Majorowicz opened the hearing to the public for comment.

There was no public comment.

Motions was made by Kaluza, seconded by Einck to close the public hearing at 6:18 p.m.

Voice vote was taken on the motion.

Ayes: Unanimous

Chair Majorowicz asked for comments from the Planning Commission. Discussion points included:

- Commissioner Kaluza asked Ms. Goodroad to outline some examples of what the commercial recreation facilities might be. He stated he was in support of all the amendments.

Motion was made by Einck, seconded by Tinsley to recommend to City Council approval of the amendments to Title 11 (Zoning) of the City Code.

Ayes: Kaluza, Majorowicz, Traffas, Einck, Tinsley

Nays: 0

7. The Planning Commission recognized Frank Dempsey's 31 years of service and his retirement.

There being no further business, the meeting was adjourned at 6:25 p.m.

Respectfully submitted,

Dawn Erickson, Recording Secretary



Memorandum

To: Planning Commission
From: Kris Jenson, Planning Manager
Date: December 13, 2024
Subject: Packet Material for the January 9, 2025 Planning Commission Meeting

Agenda

- Item:** Kenrick Corner Second Addition
1. Preliminary and final plat of one commercial lot to be known as Kenrick Corner Second Addition
 2. Vacation of drainage and utility easements

BACKGROUND

Applications for preliminary and final plat and the vacation of the drainage and utility easement have been submitted by Mesenbrink Construction for the development of a 1.61 acre parcel to be known as Kenrick Corner Second Addition. The proposal includes development of a 9,600 square foot single story building and is platting Outlot A, Kenrick Corner Second Addition. The subject property is the last developable commercial lot within the Kenrick Corner development.

The plans have been reviewed by the Engineering Division and Parks and Recreation Department.

EXHIBITS

- A. Location Map
- B. Zoning Map
- C. Preliminary Plat
- D. Final Plat
- E. Easement Vacation
- F. Site Dimension Plan
- G. Grading, Drainage, & Erosion Control Plan
- H. Utility Plan
- I. Tree Preservation Plan

- J. Landscape Plan
- K. Photometric Plan
- L. Building Elevations (3)
- M. Floor Plans (2)

STAFF ANALYSIS

PRELIMINARY AND FINAL PLAT

Comprehensive Plan. The subject property is guided Commercial in the 2040 Comprehensive Land Use Plan and is in Planning District No. 6. The proposed commercial uses of the property are consistent with the 2040 Land Use Plan and District 6 recommendations.

Zoning. The property is zoned C-3, General Commercial District, in which retail and medical offices are permitted uses.

Surrounding Land Uses and Zoning:

North – Attached townhomes (RM-2)

South – Porterhouse Restaurant (C-3)

East – Stormwater pond (P-OS), attached townhomes (RM-2)

West – Kenrick Avenue, Interstate 35 (ROW)

Lots/Blocks. The Kenrick Corner Second Addition preliminary and final plat consists of one lot of 1.61 acres. The proposed lot exceeds the minimum required lot area of 20,000 square feet and minimum required lot width of 100 feet.

Grading, Drainage, Erosion Control and Utilities. Proposed grading, drainage, erosion control, and utility plans for Kenrick Corner Second Addition are shown on the grading, drainage, and erosion control and utility plans. All existing and new local utilities shall be placed underground.

Grading, drainage, erosion control, and utility issues are addressed in the engineering review memo prepared by Jon Nelson, Assistant City Engineer and Mac Cafferty, Environmental Resources Manager dated December 13, 2024. A copy of the engineering report is attached for your review. The Engineering Division recommends approval of the Kenrick Corner Second Addition preliminary and final plat and easement vacation, subject to the comments outlined in the engineering report.

Access/Streets. All public streets adjacent to Kenrick Corner Second Addition are constructed. No additional right of way dedication or street construction is required. Two driveways are proposed via the private drive to serve each parking area. A shared access easement is in place for access to this plat and the two existing parcels from the existing shared drive. Direct access to Kenrick Avenue is not permitted.

Wetlands. There are no wetlands on the site.

Tree Preservation. Sixty-seven trees were identified on the tree preservation plan and 13 are proposed to be removed. The site will retain 54 trees, primarily located along the north side of the property, which provide a buffer to the townhomes to the north.

Park Dedication. The Park Dedication has not been paid on the parent parcel. The park dedication fee of \$15,257.97 must be paid with the final plat.

Overhead Utilities. The existing overhead utilities along Kenrick Avenue must be buried in conjunction with the final plat. See the December 13, 2024 Engineering memo for additional information.

Public Easement Vacation. The existing outlot a drainage and utility easement along the south property line. As the property is being platted as a lot, a public hearing for the vacation of the drainage and utility easements is required. New easements will be provided as shown on the proposed preliminary and final plat.

SITE PLAN REVIEW

The site plan proposes a 9,600 square foot, single story commercial building with parking lots on side of the building to serve each use, each accessing the private drive along the south side of the parcel. There will be no direct access to the west parking lot from Kenrick Avenue.

Building Setbacks. The C-3, General Commercial District requires the following setback requirements:

	Front Yard	Side Yard	Side Yard (adj. to residential)	Rear Yard
Minimum	30 feet	10 feet	30 feet	10 feet
Proposed	80+ feet	30+ feet	37+ feet	250+ feet

Building Design. The building is proposed to have 3,600 square feet of retail space and 6,000 square feet of space for a wellness/rehab facility. The retail portion will have an entrance facing the west parking lot, with a door for deliveries around the corner on the north side of the building. The rehab/wellness facility will have two entrances, one on the east side at the parking lot and another on the south side of the building, both of which are accessible by a sidewalk from the parking lot. Windows are included on all elevations, though the retail portion of the building does not have north-facing windows.

The exterior of the building is primarily black brick (54%) with windows (11%), black metal panel (28%), and wood and architectural metal accents (7%), consistent with the requirements for the C-3, General Commercial District. Overall, the building will have 65% Grade A materials, 28% Grade B material, and 7% Grade C material, in compliance with Zoning Ordinance requirements.

The architectural design of the proposed building is similar to the existing commercial buildings adjacent to the site, with the brick exterior from grade level at or past the top of the windows then topped with a band of different material.

Parking. The site proposes two parking lots, one at each end of the building. Based on the building's size and the uses proposed, 43 parking spaces are required to be provided. The west parking lot has 13 spaces while the east parking lot has 30 spaces. The number and design of the parking spaces for each lot and drive aisles meets the requirements of the Zoning Ordinance.

Landscaping. Landscaping on the site includes foundation plantings along the building's south side, parking lot screening, and general site trees on the site and within the buffer. The plantings along the west side of the west parking lot and the south side of the east parking lot are in place to minimize headlights shining onto Kenrick Avenue and onto the private drive from 205th Street. Eight coniferous trees will be added to the landscaped berm to provide additional screening to the site from the townhomes to the north. All landscaped areas are required to be irrigated. The City Forester has reviewed and approved the landscape plan. A security will be required with the final plat to guarantee installation of the approved landscaping.

Retaining Wall. A retaining wall is proposed along the north side of the west parking lot, which allows the existing landscape berm to remain in place and facilitate construction of the parking lot. The maximum height of the wall is 2.5 feet. See the December 13, 2024 Engineering report for more information.

Trash Enclosure. The plans do not indicate how trash will be handled on site. If trash will be kept outdoors in an enclosure, the structure must meet the requirements of Section 11-18-11, including exterior materials, location, and screening. The plans must be updated prior to City Council consideration to reflect this information if a trash enclosure will be used.

Sight Lighting. The submitted lighting plan shows that the proposed lighting on site meets the Zoning Ordinance requirement of light levels not exceeding one foot candle at the property line along the Kenrick Avenue right-of-way and the north property line adjacent to residential-zoned property. Lighting is proposed on the building near the handicap accessible spaces, while the west parking lot will have one light pole and the east parking lot will have two light poles. The light pole height of 25 feet meets the ordinance requirements for height and the fixture style is a downcast LED light.

Signs. This site is within the Freeway Corridor District, which permits larger wall and freestanding signs. Wall signs shown on the building elevations are illustrative only. A location for a monument sign has not been indicated on the plans, but one would be permitted for the site. Sign permits must be issued prior to the installation of signs on the site.

Mechanical Equipment. At this time, the plans do not indicate whether any mechanical equipment will be located on the ground or placed on the roof. If located on the ground, the equipment must be screened, which is typically done with landscaping. If the equipment is roof

mounted, it must be screened from view noise unless it is less than three (3) feet in height. Screening materials must be aesthetically harmonious and compatible with the building.

RECOMMENDATION

Community Development Department staff recommends approval of the Kenrick Corner Second Addition preliminary and final plat and vacation of drainage and utility, easements subject to the following stipulations.

1. The recommendations listed in the December 13, 2024 engineering report.
2. The site and building shall be developed in accordance with the plans approved by the City Council.
3. Landscaping shall be installed consistent with the approved landscape plan. A security shall be submitted with the development contract to guarantee installation of the approved landscaping.
4. The park dedication fee of \$15,257.97 must be paid with the final plat.
5. If exterior mechanical equipment is to be placed on the site, it must be screened from view with landscaping and fencing if ground mounted or with fencing if roof mounted and over three feet in height.
6. If trash will be kept outside of the building, a trash enclosure must be shown on the plans and in compliance with the requirements of Section 11-18-11. The plans must be updated to reflect this information prior to City Council consideration.

I-35

207TH ST

KENRICK AVE

Plat area

205TH ST

KENRICK AVE

N

City of Lakeville
Location Map
Kenrick Corner
Second Addition
Preliminary Plat

EXHIBIT A

I-35

RM-2

207TH ST

KENRICK AVE

RM-2

Plat area

C-3

C-3

205TH ST

P/OS

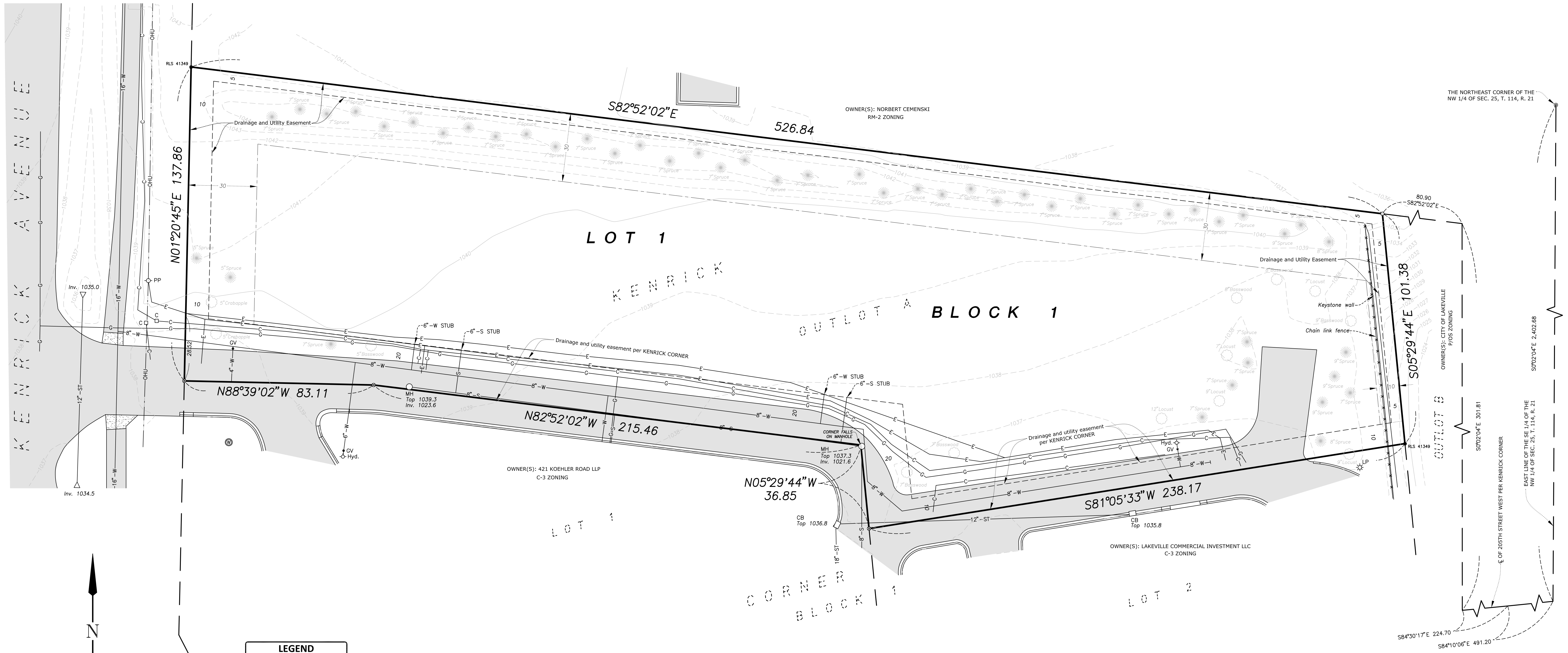
C-3

C-3

City of Lakeville
Zoning Map
Kenrick Corner
Second Addition
Preliminary Plat

EXHIBIT B

Preliminary Plat of:
KENRICK CORNER SECOND ADDITION



LEGEND

- Iron Monument Found
- Iron Monument Set
- ⊗ Mag Nail Set
- ⊙ Dakota County Cast Iron Monument
- S Sanitary Sewer
- ST Storm Sewer
- W Watermain
- Hyd. ⚡ Hydrant
- GV Gate Valve
- MH Manhole
- CB Catch Basin
- ▷ Flared End
- Inv. Invert Elevation
- ⊕ Water Well
- PP Power Pole
- LP Light Pole
- Communications Pedestal
- Concrete Surface
- Bituminous Surface
- Buried Gas
- Buried Communications
- Buried Electric
- OHU Overhead Utility
- Setback Line

DEVELOPER

Mesenbrink Construction & Engineering, Inc.
7765 East 175th Street
Prior Lake, Minnesota 55372
Phone: 952-447-5058
Attention: John Mesenbrink

SURVEYOR/ENGINEER

Rehder & Associates, Inc.
3440 Federal Drive
Suite 110
Eagan, MN 55122
Phone: 651-452-5051
Attention: Matthew Thiel

PROPERTY DESCRIPTION

(Per Fidelity National Title Insurance Company Title Commitment, Commitment No. 24-1979, dated May 27, 2024)

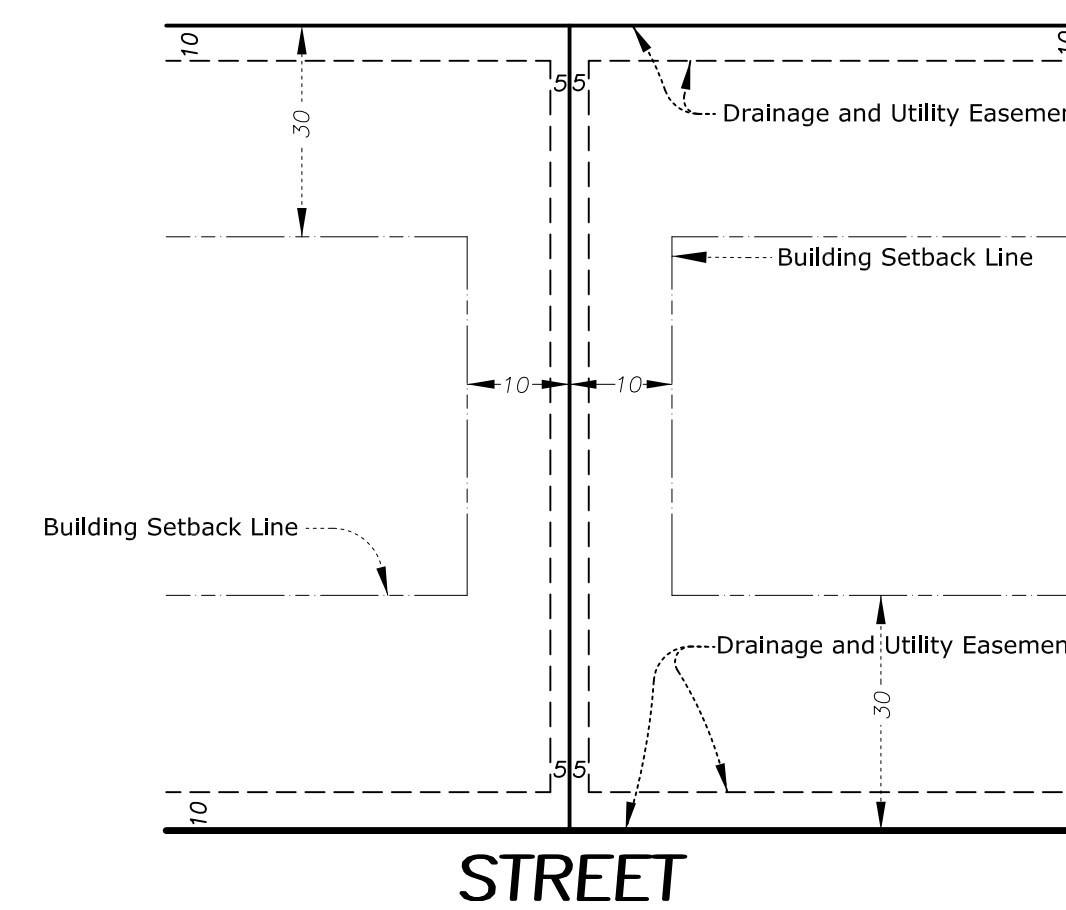
Outlot A, Kenrick Corner, Dakota County, Minnesota.

Torrens Property - Certificate of Title No. 160297.

SURVEYOR'S NOTES

- Orientation of the bearing system used for this preliminary plat is based on the plat of KENRICK CORNER.
- Area: 69,956 square feet or 1.61 acres.
- Zoning: C-3, General Commercial District.

Building Setbacks and Drainage and Utility Easements are shown thus unless otherwise shown:



CERTIFICATION

I hereby certify that this preliminary plat was prepared by me or under my direction and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 30th day of July, 2024
REHDER & ASSOCIATES, INC.

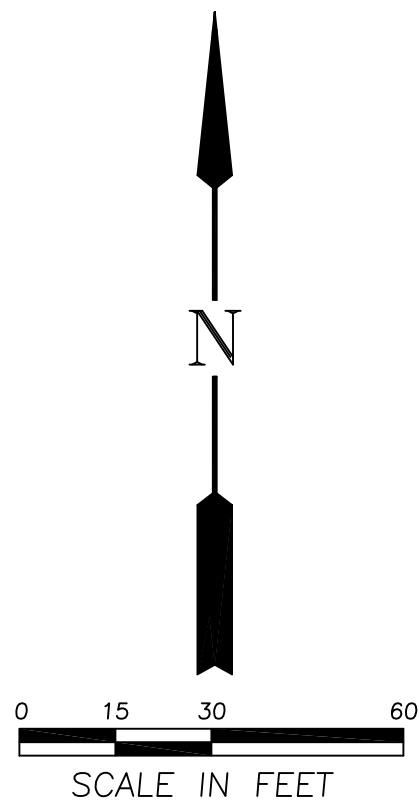
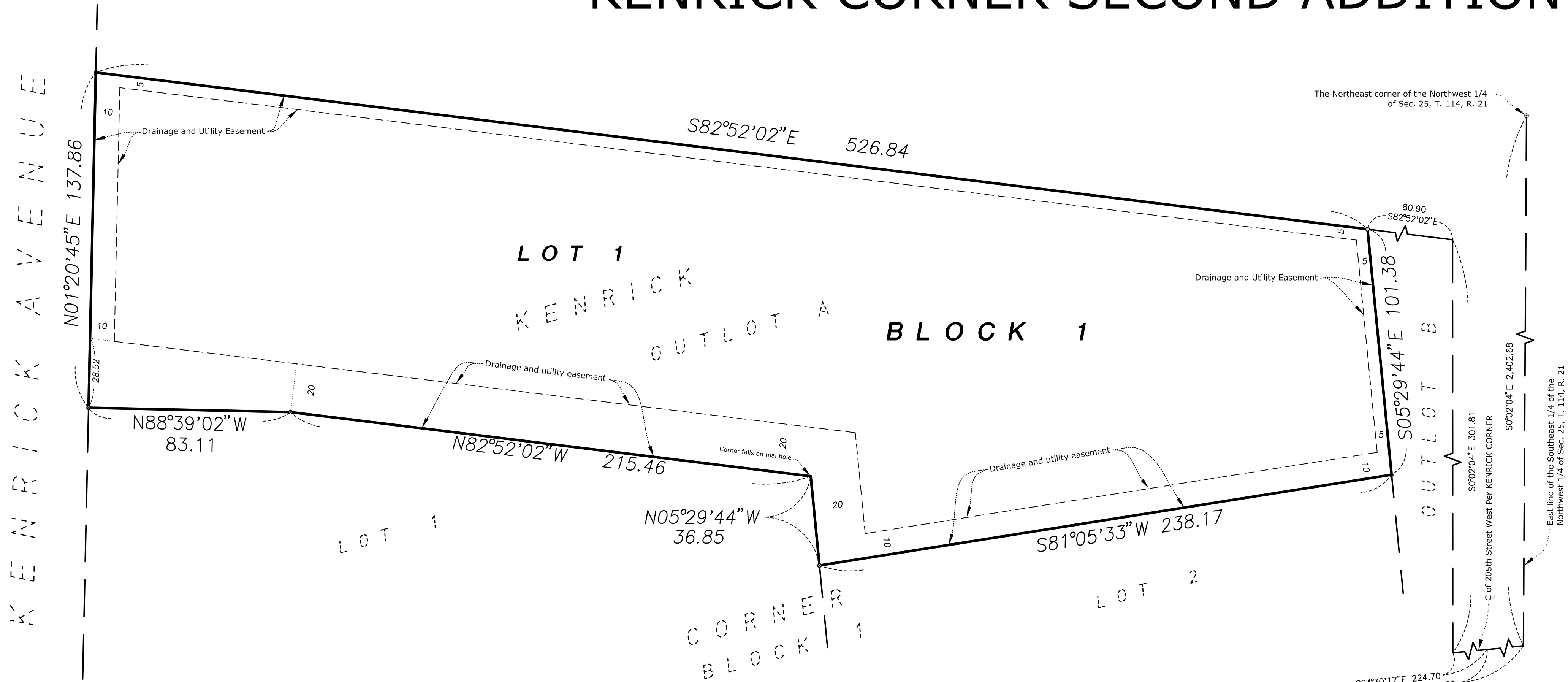
Gary C. Huber
Gary C. Huber, Land Surveyor
Minnesota License No. 22036

EXHIBIT C

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com

KENRICK CORNER SECOND ADDITION



Bearings are based on the North line of Outlot A, KENRICK CORNER having a bearing of S82°52'02"E.

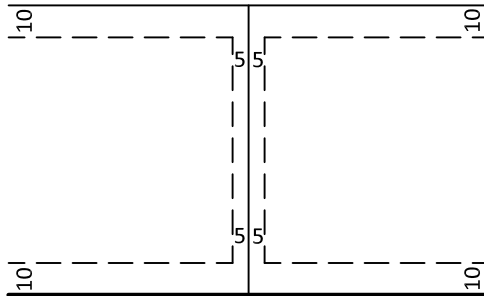
○ Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 22036.

⊗ Denotes Magnetic Nail Set

● Denotes found 1/2 inch iron pipe unless otherwise shown.

No monument symbols shown at any statute required location indicates a plat monument that will be set, and which shall be in place within one year of the recording date of the plat. Said monuments shall be 1/2 inch by 14 inch iron pipe marked by License No. 22036.

Drainage and Utility Easements are shown thus:



Being 5 feet in width and adjoining all side lot lines unless otherwise shown, and being 10 feet in width and adjoining all street lines and rear lot lines unless otherwise shown.

KNOW ALL PERSONS BY THESE PRESENTS: That Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, owners of the following described property:

Outlot A, KENRICK CORNER, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as KENRICK CORNER SECOND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, has caused these presents to be signed by its partner this ____ day of _____, 2024.

Mesenbrink Construction & Engineering, Inc.

By _____
John E. Mesenbrink, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by John E. Mesenbrink, President of Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, on behalf of the corporation.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Gary C. Huber do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 2024.

Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

COUNTY OF DAKOTA
STATE OF MINNESOTA

This instrument was acknowledged before me on _____, 2024, by Gary C. Huber.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LAKEVILLE, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Lakeville, Minnesota, this ____ day of _____, 2024, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 2024.

Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of NORTH CREEK SECOND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair, County Board

County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2024 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 2024.

Amy A. Koethe
Director Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

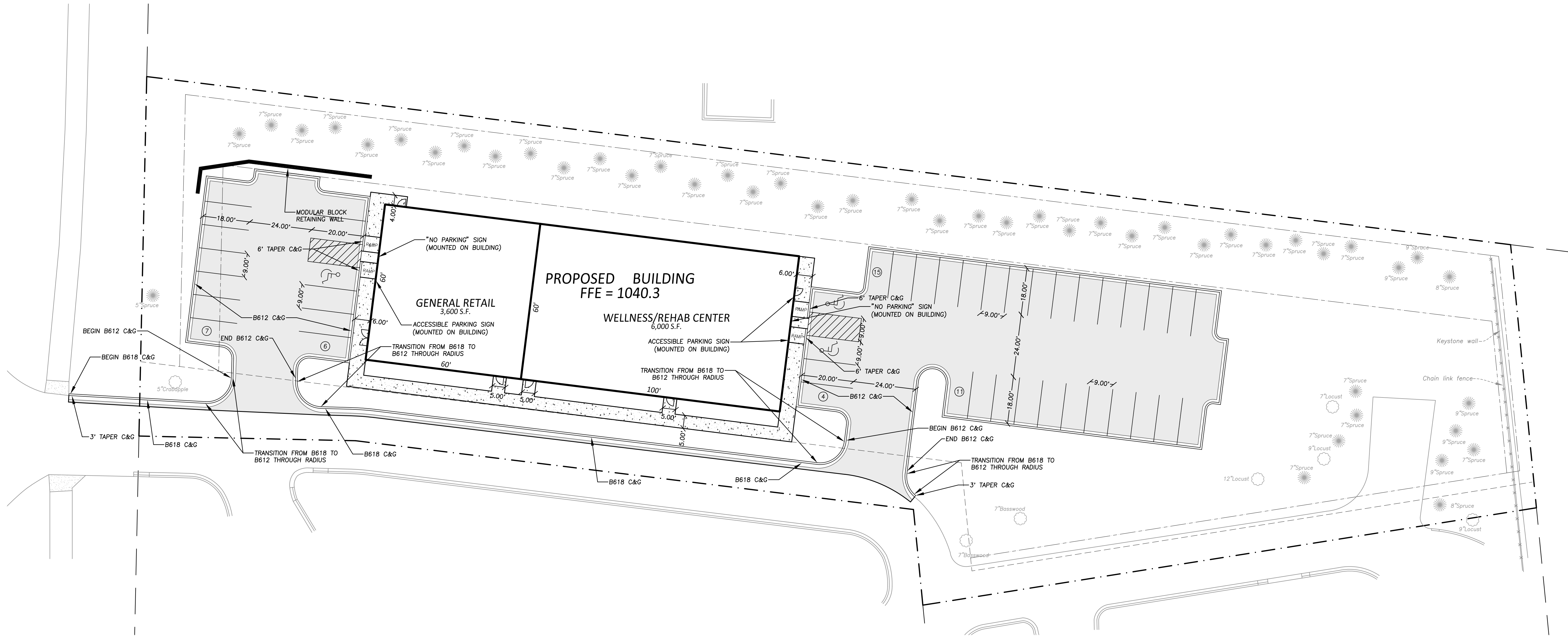
I hereby certify that this plat of NORTH CREEK SECOND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 2024 at ____ o'clock ____M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

Amy A. Koethe
County Recorder



Vicinity Map
Section 25, Township 114, Range 21
No Scale

EXHIBIT D



GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

PARKING STALLS REQUIRED

BUILDING USE	BUILDING AREA	10% BLDG REDUCTION	STALL REQUIREMENT	STALLS REQUIRED
GENERAL RETAIL	3,600 S.F.	3,240 S.F.	1 STALL/200 S.F.	16 STALLS
WELLNESS/REHAB CENTER (MEDICAL)	6,000 S.F.	5,400 S.F.	1 STALL/200 S.F.	27 STALLS
TOTAL STALLS REQUIRED:				43 STALLS

PARKING STALLS PROVIDED

STANDARD STALLS	ACCESSIBLE STALLS	TOTAL
40	3	43

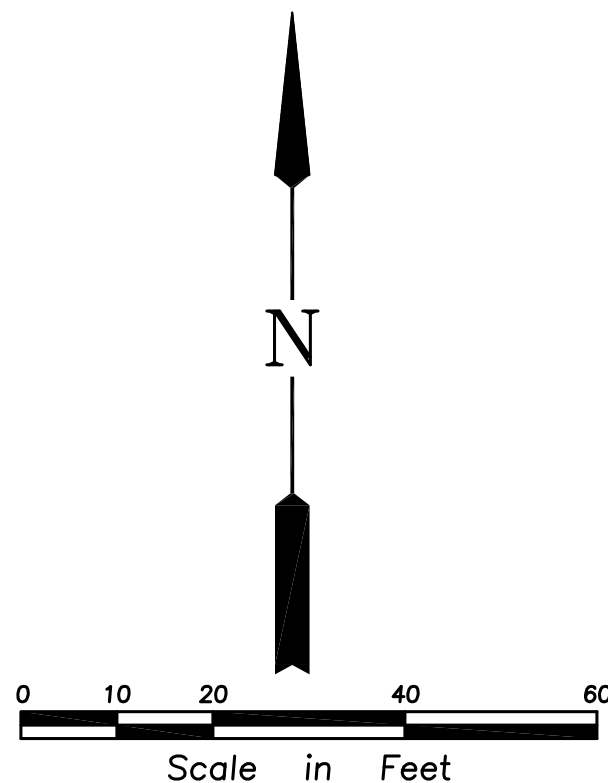
SITE SUMMARY

SITE AREA = 1.61 ACRES
DISTURBED AREA = 0.97 ACRES
EXISTING IMPERVIOUS AREA = 0.16 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 0.77 ACRES
NEW & RECONSTRUCTED IMPERVIOUS AREA = 0.62 ACRES

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- - - BUILDING/PARKING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS

EXHIBIT F

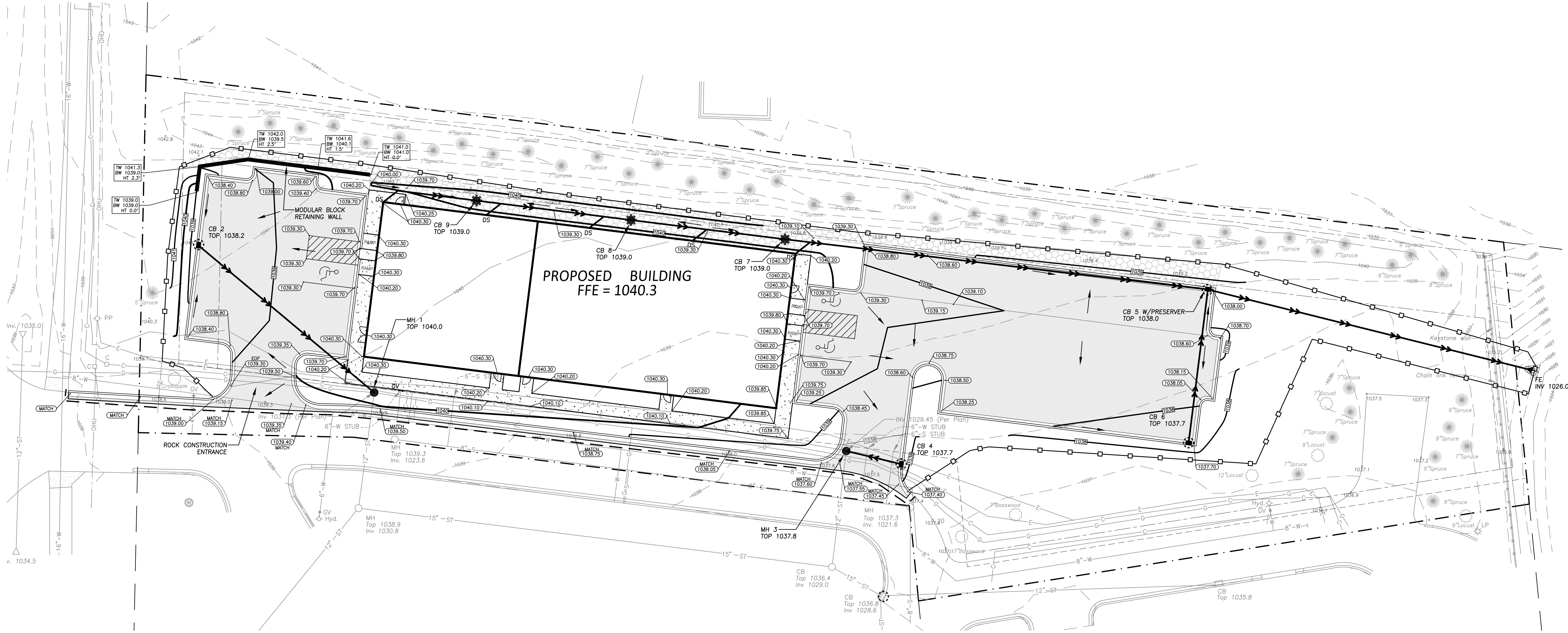


SITE DIMENSION PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER
C2

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

7-24-24	Issued
9-15-24	CITY SUBMITTAL
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS



NOTE: INSTALL INLET PROTECTION DEVICE IN NEAREST
DOWNSTREAM CATCH BASIN OR AS DIRECTED BY THE CITY.

EROSION PREVENTION & SEDIMENT CONTROL BMP'S

ITEM	QUANTITY
SILT FENCE	975 L.F.
ROCK CONSTRUCTION ENTRANCE	50 TONS 1"-2" WASHED ROCK
INLET PROTECTION (PRE-CASTING)	7 DEVICES
INLET PROTECTION (POST-CASTING)	8 DEVICES
EROSION CONTROL BLANKET (CAT. 20)	390 S.Y.
SEDIMENT LOGS	350 L.F.

GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.

2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.

3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

GRADING NOTES

- ① - All elevations shown are to final surfaces.
- ② - Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

EROSION CONTROL NOTES

- ① - Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
- ② - All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- ③ - Sweep paved public streets as necessary where construction sediment has been deposited within 24 hours.
- ④ - Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- ⑤ - Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- ⑥ - The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
- ⑦ - All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
- ⑧ - Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.
- ⑨ - Spring/Summer temporary turf establishment shall be MNDOT Seed Mixture 110 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- ⑩ - Winter temporary turf establishment shall be MNDOT Seed Mixture 100 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- ⑪ - All disturbed areas shall be restored with commercial turf establishment, MNDOT seed Mixture 25-131 @ 220 lbs/acre, fertilizer shall be 10-10-10(NPK) commercial grade, and mulch shall be MNDOT Type 1.

LEGEND

- ■ PROPOSED MANHOLE/CATCH BASIN

• PROPOSED CLEANOUT

◆ PROPOSED HYDRANT

✚ PROPOSED GATE VALVE

◀ PROPOSED FLARED END

➔➔➔ PROPOSED STORM SEWER

▭ PROPOSED CONCRETE

▭ PROPOSED BITUMINOUS

— PROPOSED CONTOUR

• (023.54) PROPOSED ELEVATION

— SILT FENCE

— BIO-LOGS

○ INLET PROTECTION DEVICE

▭ PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885)
- BOUNDARY/ROW/BLOCK LINE

- - - EASEMENT

- - - BUILDING/PARKING SETBACK LINE

⊙ SOIL BORING

➔ DRAINAGE ARROW

— W — EXISTING WATERMAIN

— S — EXISTING SANITARY SEWER

— ST — EXISTING STORM SEWER

— G — EXISTING BURIED GAS LINE

— E — EXISTING BURIED ELECTRIC LINE

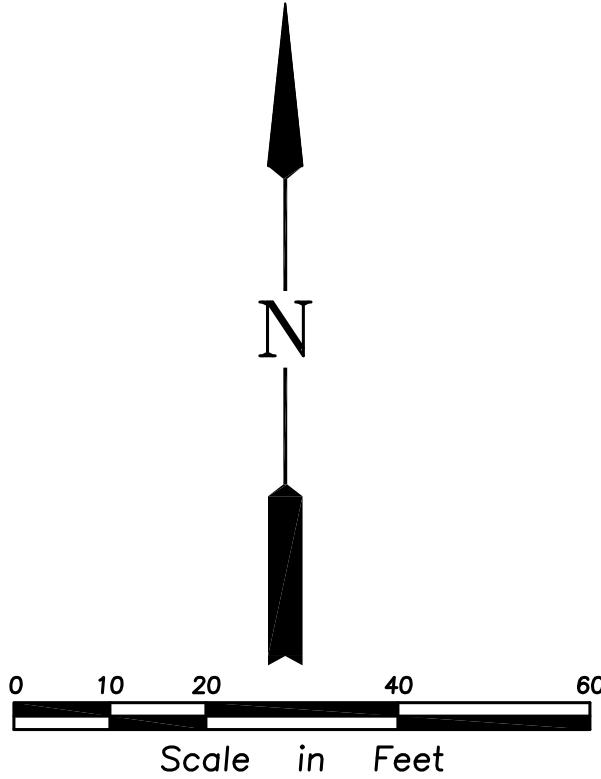
— C — EXISTING BURIED COMMUNICATION LINE

— OHU — EXISTING OVERHEAD UTILITY LINE

— 980 — EXISTING CONTOUR

x 995.50 EXISTING ELEVATION

EXHIBIT G



Issued

7-24-24
CITY SUBMITTAL
CITY COMMENTS
ADDRESS CITY COMMENTS
ADDRESS CITY STORMWATER COMMENTS
11-1-24

GRADING, DRAINAGE &
EROSION CONTROL PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER

C3

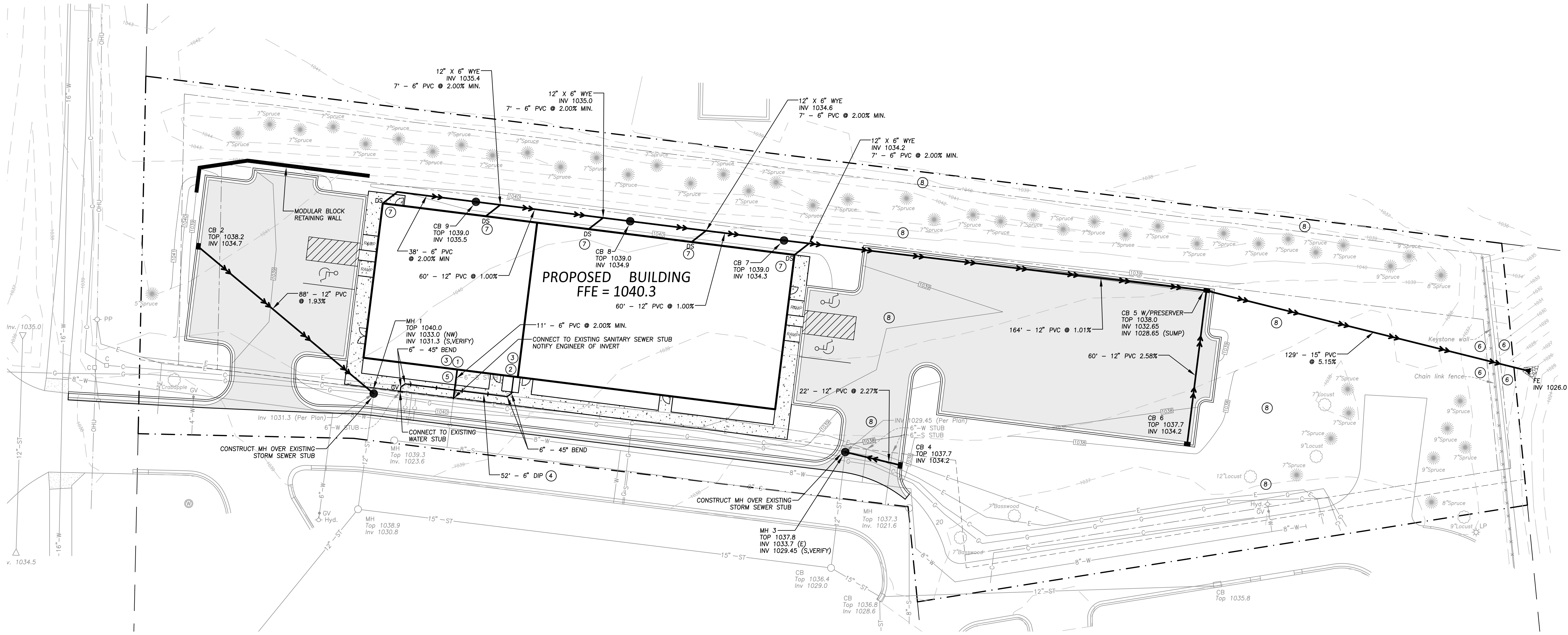
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Dr., Suite 110
Lakeville, MN 55044
Telephone 651-452-5051
www.rehder.com

PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG



CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R-1642B
CB 2	24" X 36"	R-3067V
MH 3	48"	R-1642B
CB 4	24" X 36"	R-3067V
CB 5	60"	R-3067V
CB 6	24" X 36"	R-3067V
CB 7	48"	R-4342
CB 8	27"	R-4342
CB 9	27"	R-4342

LEGEND

- PROPOSED MANHOLE/CATCH BASIN

•

PROPOSED CLEANOUT

◆

PROPOSED HYDRANT

⋈

PROPOSED GATE VALVE

◀

PROPOSED FLARED END

→

PROPOSED STORM SEWER

→

PROPOSED SANITARY SEWER

+

PROPOSED WATERMAIN

▤

PROPOSED CONCRETE

▥

PROPOSED BITUMINOUS
- BOUNDARY/ROW/BLOCK LINE
- EASEMENT
- BUILDING/PARKING SETBACK LINE
- W

EXISTING WATERMAIN
- S

EXISTING SANITARY SEWER
- ST

EXISTING STORM SEWER
- G

EXISTING BURIED GAS LINE
- E

EXISTING BURIED ELECTRIC LINE
- C

EXISTING BURIED COMMUNICATION LINE
- OHU

EXISTING OVERHEAD UTILITY LINE
- 980

EXISTING CONTOUR
- x 995.50

EXISTING ELEVATION

GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

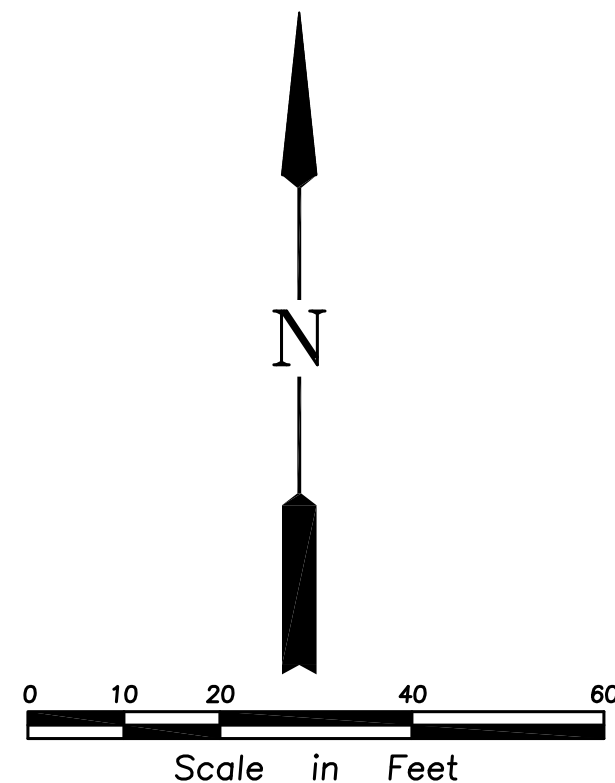
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- VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

UTILITY NOTES

- All sewer services to extend to a point 5' from proposed building.
- Bring water main into proposed building and cap at the floor.
- Verify all service locations and inverts with mechanical engineer before construction.
- All watermain to have a minimum of 7.5' of cover.
- Maintain a minimum of 18" vertical separation between watermain & sewer.
- Replace retaining wall after installation of storm sewer. Match existing wall type.
- Connect to downspout per detail 11/CS
- City of Lakeville GIS indicates the possibility of water services for townhouses to the north. The Contractor shall notify the Engineer if any additional services not depicted are found in the field.

EXHIBIT H



Issued

7-24-24
CITY SUBMITTAL
CITY COMMENTS
ADDRESS CITY COMMENTS
ADDRESS CITY STORMWATER COMMENTS
11-1-24

UTILITY PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER

C4

I hereby certify that this plan was prepared by
an duly Licensed Professional Engineer under
the laws of the State of Minnesota.

Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

REHDER
& ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Lakeville, MN 55044
Telephone 651-452-5051
www.rehder.com

PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG

Luminaire Schedule										
Symbol	Qty	Tag	Label	Arrangement	Lum. Lumens	LLF	Description	Lum. Watts	Arr. Watts	Total Watts
	1		65-842_Back Shield	Single	18342	1.000	150W LED AREA LIGHT TYPE III W/ 65-877	152.742	152.742	152.742
	2	A	65-842	Single	19488	1.000	150W AREA LIGHT TYPE III	150	150	300
	2	B	65-672	Single	8237	1.000	60W FULL CUTOFF WALL PACK	53.3152	53.315	106.63

Calculation Summary											
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PtSpcLr	PtSpcTb	Meter Type
EAST PARKING AREA	Illuminance	Fc	2.62	13.9	0.2	13.10	69.50	READINGS TAKEN AT 0" AFG	10	10	Horizontal
PROPERTY LINE	Illuminance	Fc	0.14	0.9	0.0	N.A.	N.A.	READINGS TAKEN AT 0" AFG	10	N.A.	Horizontal
WEST PARKING LOT	Illuminance	Fc	2.87	13.3	0.5	5.74	26.60	READINGS TAKEN AT 0" AFG	10	10	Horizontal

TARGET ILLUMINANCE: 1-2 FC
READINGS TAKEN AT: 0" AFG
FIXTURE MTG HT: 25' AFG

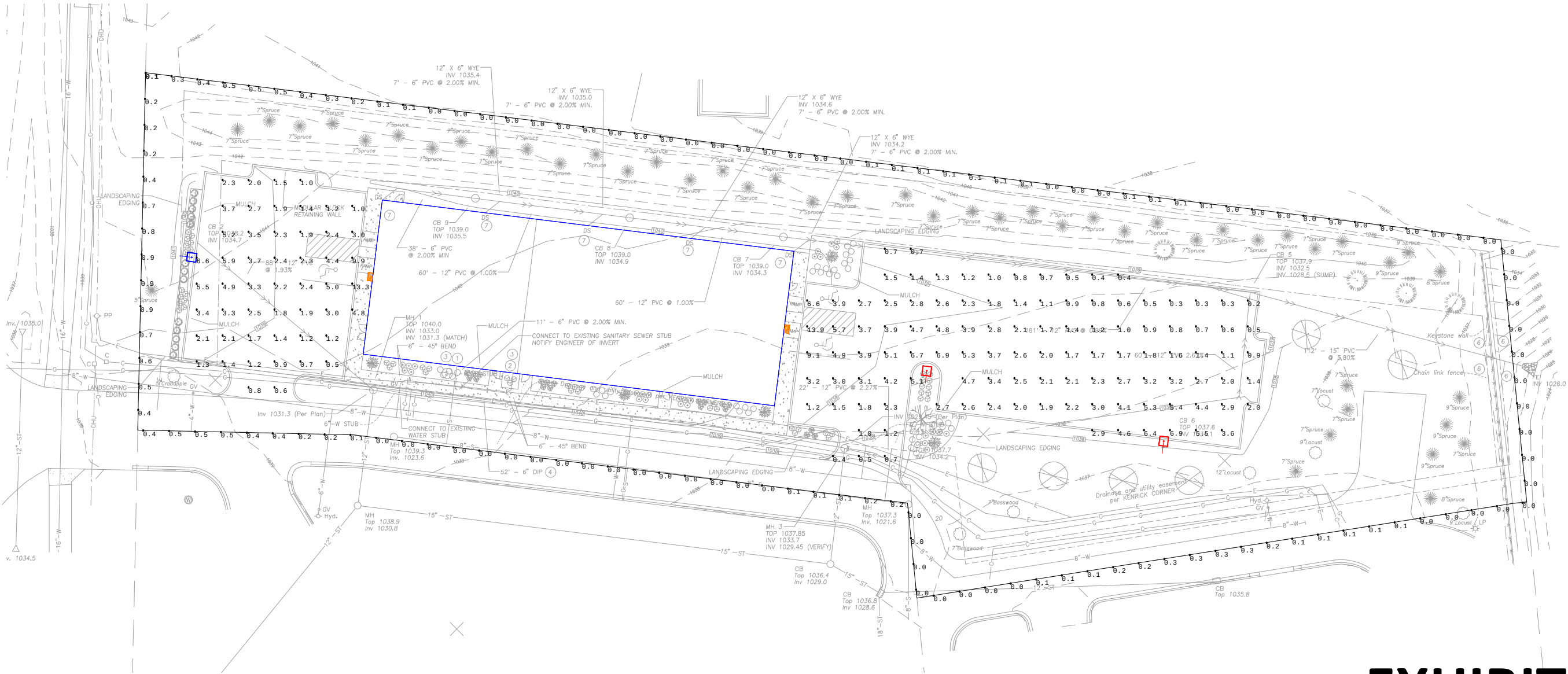


EXHIBIT K



Scale: 1 inch= 42.86 Ft.

Disclaimer: The Lighting Analysis ("Lighting Design") provided by Satco Products Inc. represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by Satco Products, Inc. and therefore actual measured results may vary from the actual field conditions. Satco Products, Inc. recommends that design parameters and other information be field verified to reduce variation. Satco Products, Inc. neither warrants, either implied or stated, regarding actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design. Satco Products, Inc. neither warrants, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design in compliance with any applicable regulatory code requirements except for those specifically stated on drawings created and submitted by Satco Products, Inc. The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for construction nor as being part of a project's construction documentation package.



Scale: As Noted

Date: 12/23/2024

Job Name: Mesenbrink on Lakeville

Prepared For: Winsupply

By: Satco Products, Inc. 110 Heartland Blvd. Brentwood, NY 11717

Filename: Mesenbrink on Lakeville.AGI

Lighting Layout: Version A

Drawn By: Nathan

Mesenbrink on Lakeville

Winsupply

Brentwood, NY 11717

on Lakeville.AGI



Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____

65-672 - 60 Watt Full Cutoff LED Wall Pack; CCT Selectable;
7200-7500 Lumens; DLC Premium

- CCT Selectable
- Has Driver



ELECTRICAL

Technology:	LED
Watts:	60W
Volts:	120V-277V
Lumens:	7200L-7500L
Lamp Base :	Integrated
CRI:	80
CCT (Kelvins):	3000K/4000K/5000K
Beam Spread :	90x100
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	400W
HID Equivalent :	150W-200W
Operating Temperature :	-40C (-40F) to +40C (+104F)
Lamp Included :	Integrated
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	10.42%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923655272
Each Quantity:	1
Each Dimensions:	13.78 x 7.28 x 9.06
Case UPC:	10045923655279
Case Quantity:	4
Case Dimensions:	15.55 x 14.57 x 19.49

PHYSICAL

Finish:	Bronze
Lens Material:	Impact Resistant PC
Dimensions:	W:12.61" H:5.09" E:6.86"
Weight (Lbs.):	5.07
Material:	Die-Cast Aluminum

INSTALLATION

Wire Temperature:	105C (221F)
-------------------	-------------

COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLXV561HFHT2
CA Prop 65:	Lead
BAA Compliant:	No
NOM Certificate No.:	NTEC21ELM006566!NTEC21ELM006566-FR1
NOM Expiration Date:	11/10/2022
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
RoHS Compliant:	Yes
B.U.G Rating:	B2-U2-G1
Restrictions:	No Restrictions

Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____



65-842 - LED Area Light Type III; 150W; Bronze Finish; 4000K; 120-277V



ELECTRICAL

Technology:	LED
Watts:	150W
Volts:	120V-277V
Lumens:	19507L
Lamp Base :	Integrated
CRI:	80
Rg Value :	12
CCT (Kelvins):	4000K
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	450W
HID Equivalent :	320W
Operating Temperature :	-40C (-40F) to +45C (+113F)
Lamp Included :	Integrated
Number of Lamps :	1
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	15%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923651472
Each Quantity:	1
Each Dimensions:	23.23 x 14.37 x 5.71
Case UPC:	10045923651479
Case Quantity:	1
Case Dimensions:	23.23 x 14.37 x 5.71

INFO

Additional Info:	Powder Coated
Specification Note:	Type III Light Distribution
Includes:	2-3/8 inch Slip-fitter Mount

PHYSICAL

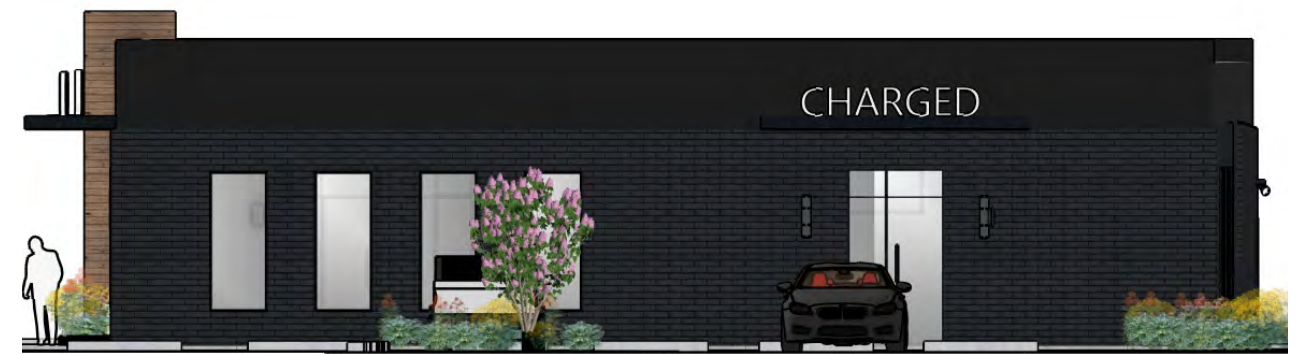
Finish:	Bronze
Lens Material:	Polycarbonate (PC)
Dimensions:	L:20.71" W:12.40" H:3.11"
Weight (Lbs.):	8.08
Material:	Die-Cast Aluminum
Sensor:	Optional

COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Indoor; Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLIL4Z6YAG9O
CA Prop 65:	Lead
BAA Compliant:	No
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
IK Rating:	IK10
RoHS Compliant:	Yes
B.U.G Rating:	B3-U2-G3
Restrictions:	No Restrictions



west elevation



east elevation



south elevation



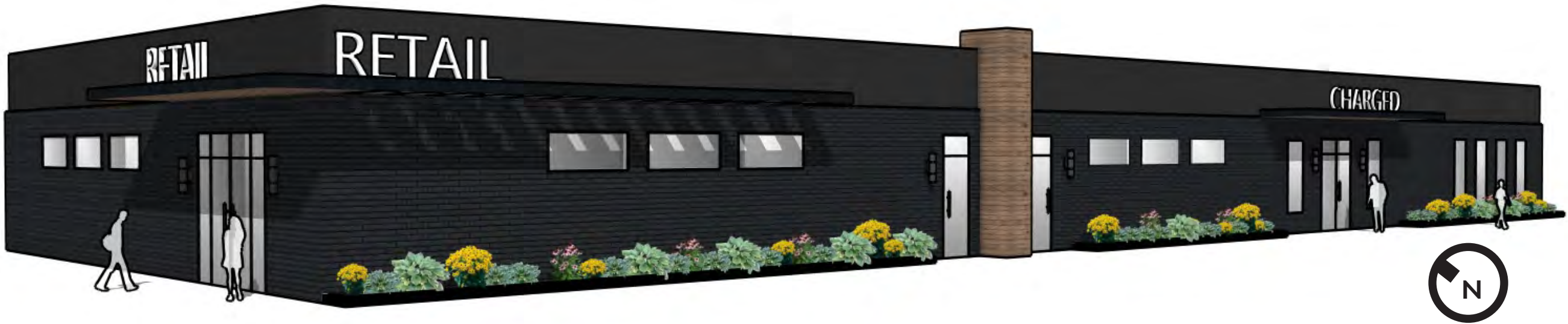
north elevation



material breakdown by elevation:

		South	%	East	%	North	%	West	%
Grade A									
	Brick	1,444	56%	552	52%	1,415	56%	509	48%
	Glass	368	14%	134	13%	105	4%	177	17%
	Sub Total	1,812	70%	686	65%	1,520	60%	686	65%
Grade B/C									
	IMP	691	27%	272	26%	812	32%	267	25%
	Sub Total	691	27%	272	26%	812	32%	267	25%
Grade D									
	Wood	-	0%	64	6%	-	0%	63	6%
	Arch Metal	73	3%	33	3%	211	8%	39	4%
	Sub Total	73	3%	97	9%	211	8%	102	10%
	Total SF	2,576	1.00	1,055	1.00	2,543	1.00	1,055	1.00
	Total Building	7,229		C3 General Commercial District Requirements					
	Grade A	65%		65%	Min				
	Grade B/C	28%		35%	Max				
	Grade D	7%		10%	Max				

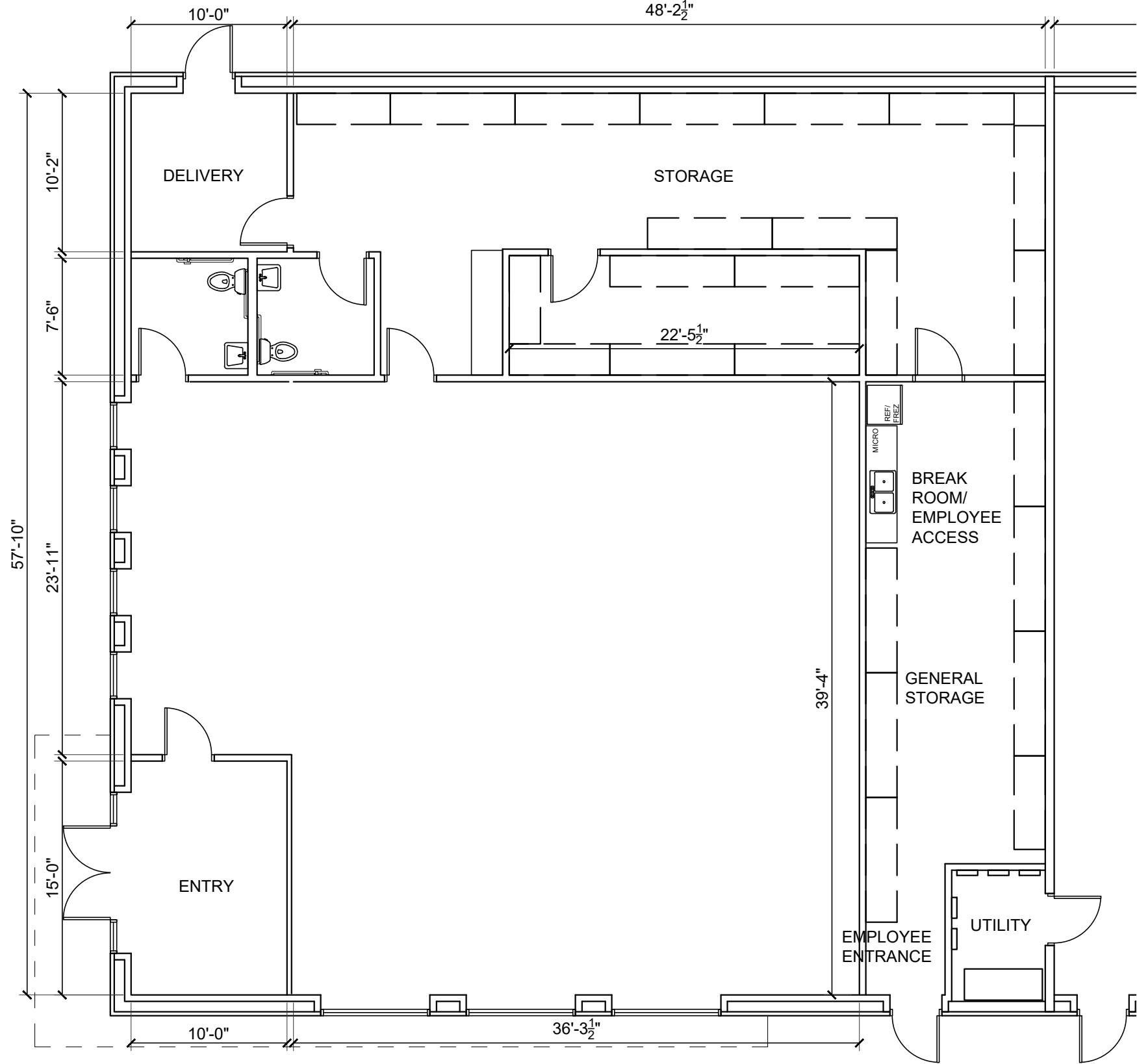
southwest perspective.



southwest perspective with surrounding properties.



DRAFT Retail Floor Plan
(West Elevation)



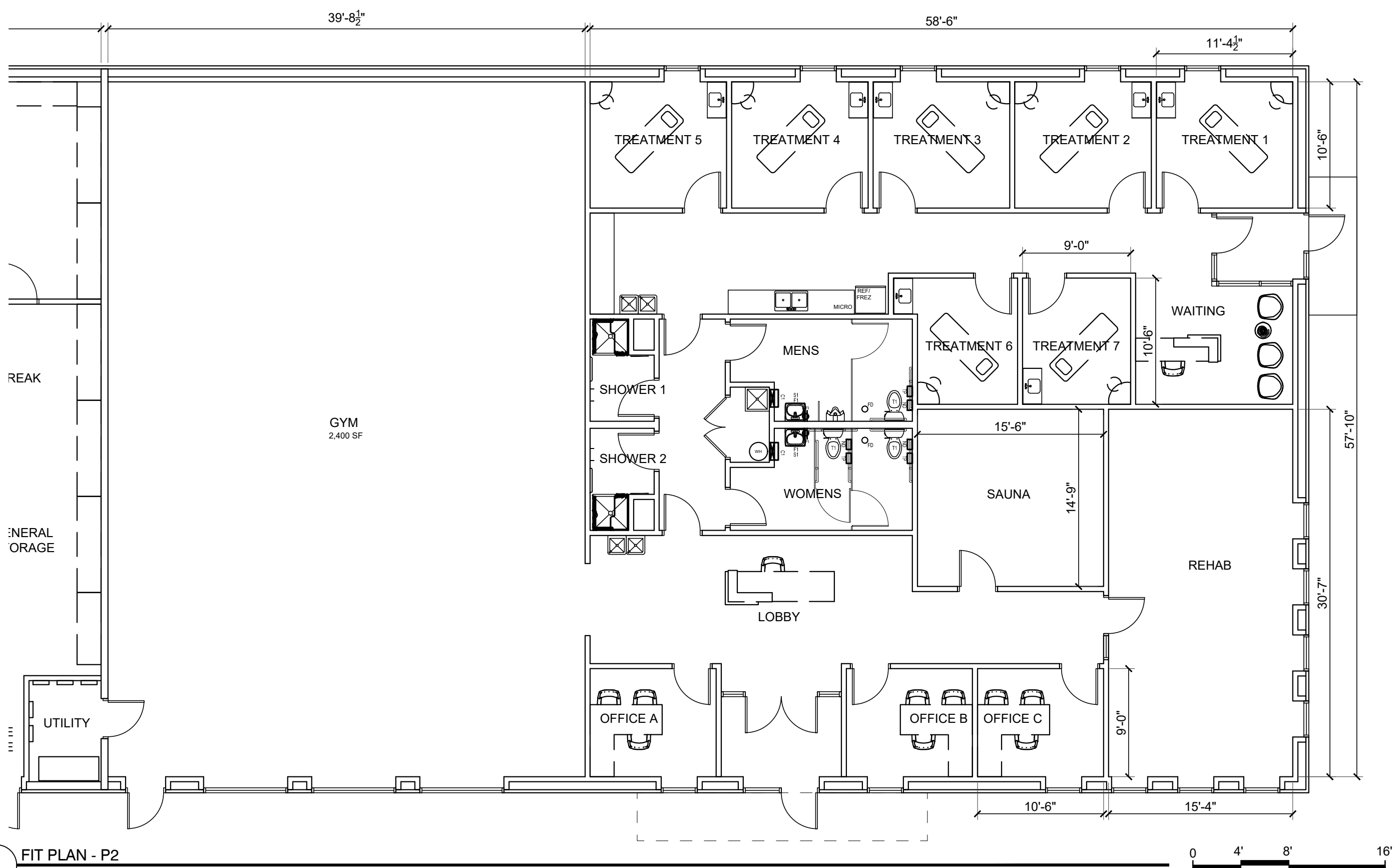
1 FIT PLAN - P2
1/8" = 1'-0"



Kenrick Ave Retail

09.11.2024

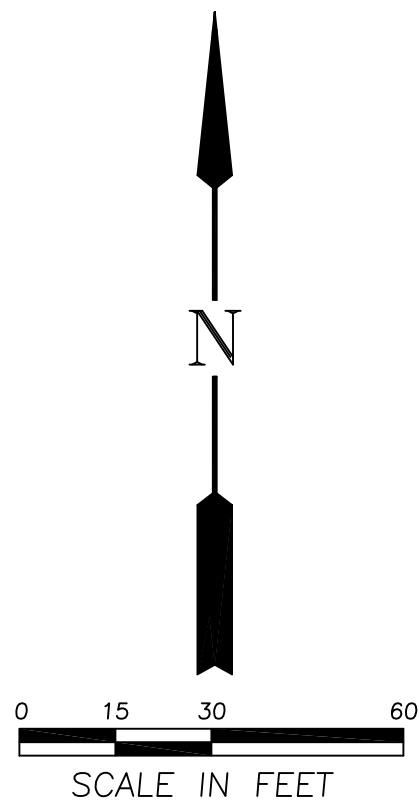
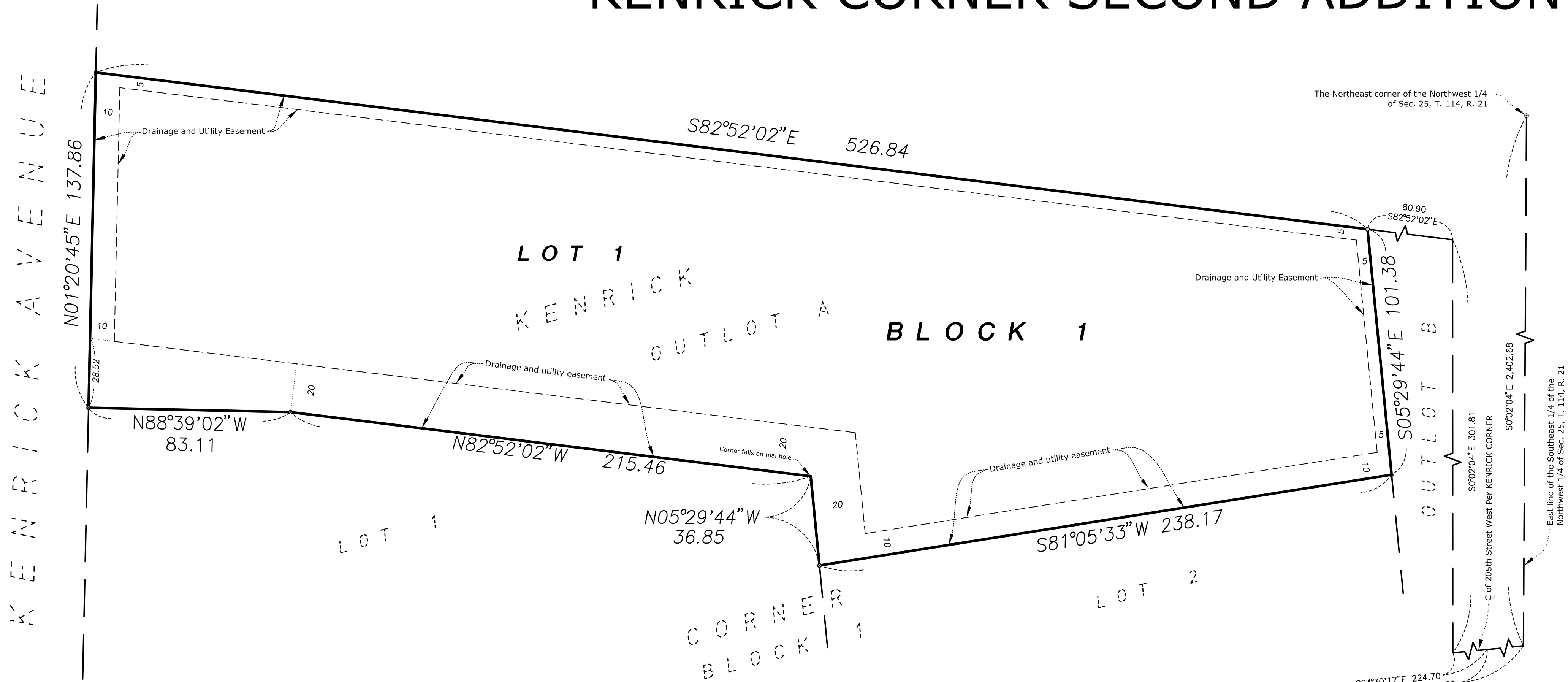




Kenrick Ave Wellness & Rehab Center

09.11.2024

KENRICK CORNER SECOND ADDITION



Bearings are based on the North line of Outlot A, KENRICK CORNER having a bearing of S82°52'02"E.

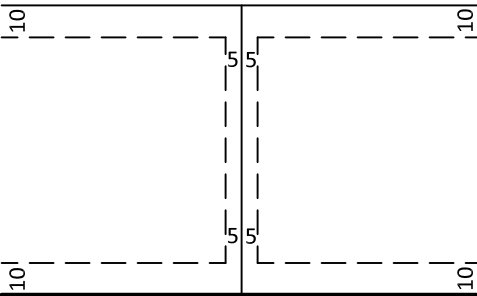
○ Denotes 1/2 inch by 14 inch iron monument set and marked by Minnesota License No. 22036.

⊗ Denotes Magnetic Nail Set

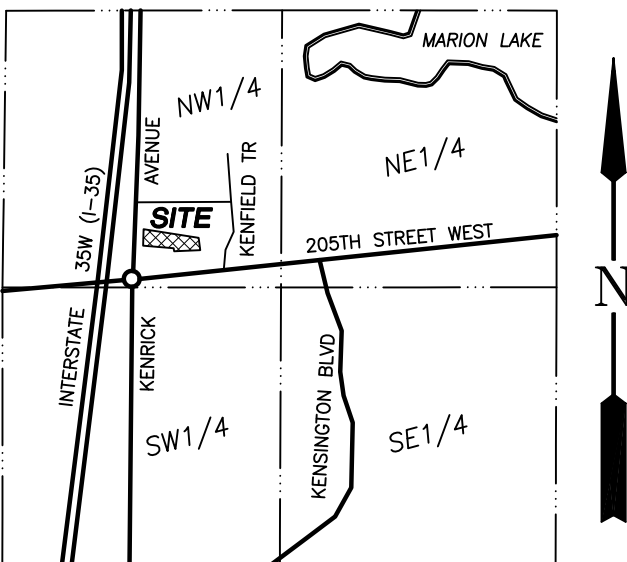
● Denotes found 1/2 inch iron pipe unless otherwise shown.

No monument symbols shown at any statute required location indicates a plat monument that will be set, and which shall be in place within one year of the recording date of the plat. Said monuments shall be 1/2 inch by 14 inch iron pipe marked by License No. 22036.

Drainage and Utility Easements are shown thus:



Being 5 feet in width and adjoining all side lot lines unless otherwise shown, and being 10 feet in width and adjoining all street lines and rear lot lines unless otherwise shown.



Vicinity Map
Section 25, Township 114, Range 21
No Scale

KNOW ALL PERSONS BY THESE PRESENTS: That Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, owners of the following described property:

Outlot A, KENRICK CORNER, according to the recorded plat thereof, Dakota County, Minnesota.

Have caused the same to be surveyed and platted as KENRICK CORNER SECOND ADDITION and do hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, has caused these presents to be signed by its partner this ____ day of _____, 2024.

Mesenbrink Construction & Engineering, Inc.

By _____
John E. Mesenbrink, President

STATE OF _____
COUNTY OF _____

This instrument was acknowledged before me on _____, 2024, by John E. Mesenbrink, President of Mesenbrink Construction & Engineering, Inc., a Minnesota corporation, on behalf of the corporation.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Gary C. Huber do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 2024.

Gary C. Huber, Licensed Land Surveyor
Minnesota License No. 22036

COUNTY OF DAKOTA
STATE OF MINNESOTA

This instrument was acknowledged before me on _____, 2024, by Gary C. Huber.

Signature _____
Printed _____
Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY COUNCIL, CITY OF LAKEVILLE, COUNTY OF DAKOTA, STATE OF MINNESOTA

This plat was approved by the City Council of Lakeville, Minnesota, this ____ day of _____, 2024, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By _____, Mayor By _____, Clerk

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 2024.

Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 2024, the Board of Commissioners of Dakota County, Minnesota, approved this plat of NORTH CREEK SECOND ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

Chair, County Board

County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 2024 on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 2024.

Amy A. Koethe
Director Department of Property Taxation and Records

COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of NORTH CREEK SECOND ADDITION was filed in the office of the County Recorder for public record on this ____ day of _____, 2024 at ____ o'clock ____M., and was duly filed in Book _____ of Plats, Page _____, as Document Number _____.

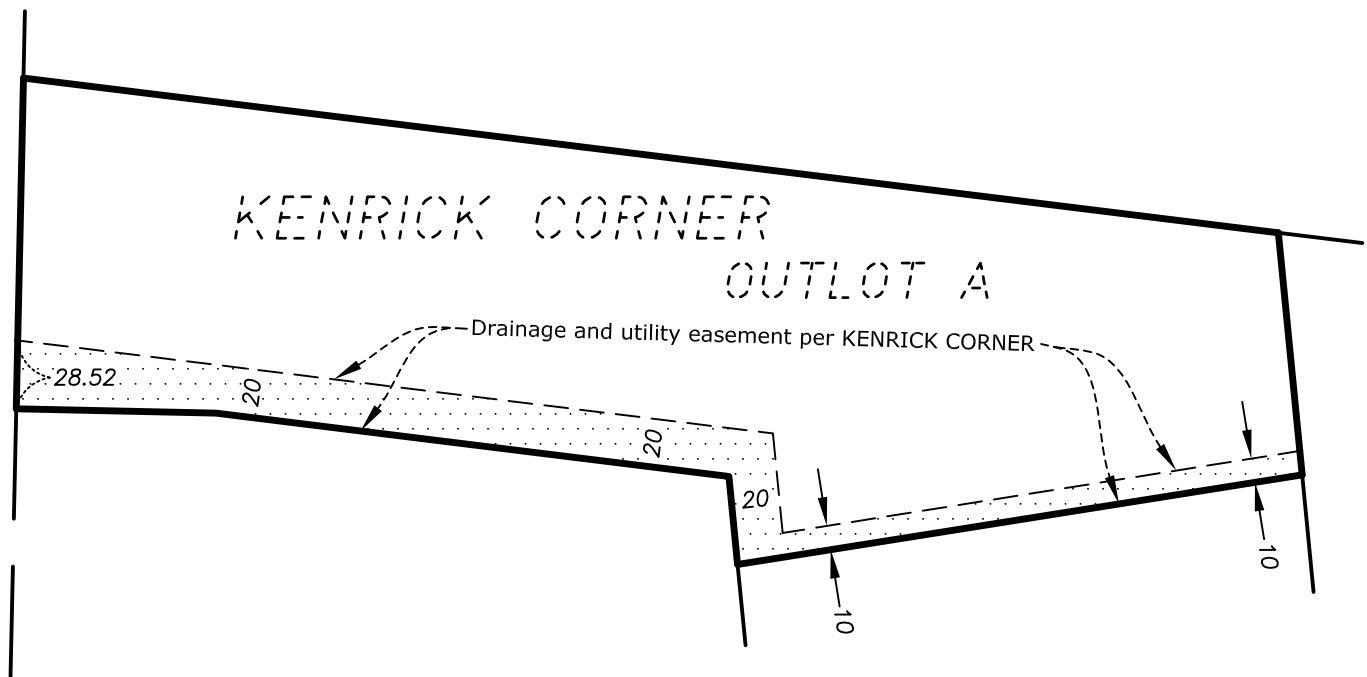
Amy A. Koethe
County Recorder

EXHIBIT D

Easement Vacation Sketch for:
MESENBRINK CONSTRUCTION

DESCRIPTION

All of the drainage and utility easement in Outlot A of KENRICK CORNER, according to the recorded plat thereof, Hennepin County, Minnesota.



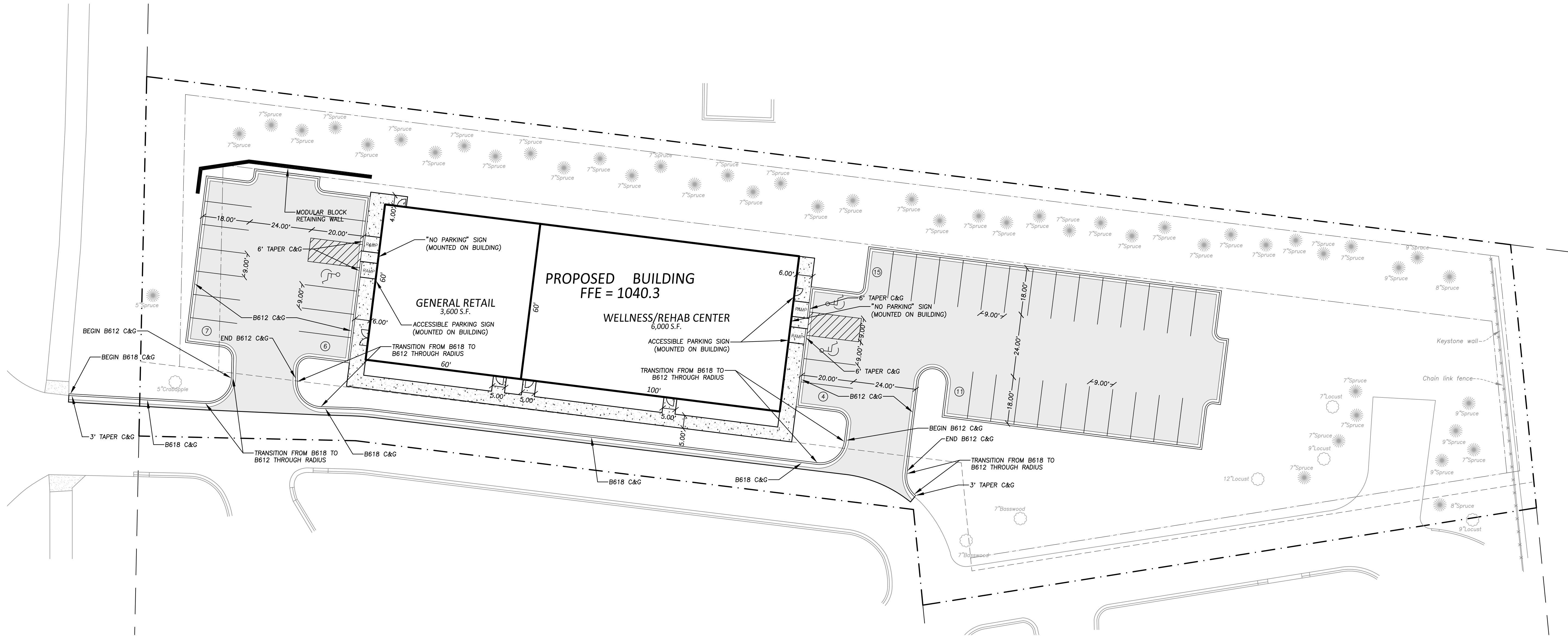
Scale: 1 inch = 100 feet

EXHIBIT E



**REHDER
& ASSOCIATES, INC.**
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Eagan, MN 55122
Telephone: 651-452-5051
www.rehder.com



GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

CODE COMPLIANCE:

1. WORK SHALL BE IN ACCORDANCE WITH APPLICABLE LAWS, CODES & REQUIREMENTS OF REGULATORY AGENCIES HAVING JURISDICTION.
2. NOTIFY THE OWNER'S ENGINEER OF DISCREPANCIES BETWEEN THE WORK AND APPLICABLE CODES. DO NOT WORK IN AN AFFECTED AREA UNTIL THE DISCREPANCY HAS BEEN RESOLVED.
3. VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

PARKING STALLS REQUIRED

BUILDING USE	BUILDING AREA	10% BLDG REDUCTION	STALL REQUIREMENT	STALLS REQUIRED
GENERAL RETAIL	3,600 S.F.	3,240 S.F.	1 STALL/200 S.F.	16 STALLS
WELLNESS/REHAB CENTER (MEDICAL)	6,000 S.F.	5,400 S.F.	1 STALL/200 S.F.	27 STALLS
TOTAL STALLS REQUIRED:				43 STALLS

PARKING STALLS PROVIDED

STANDARD STALLS	ACCESSIBLE STALLS	TOTAL
40	3	43

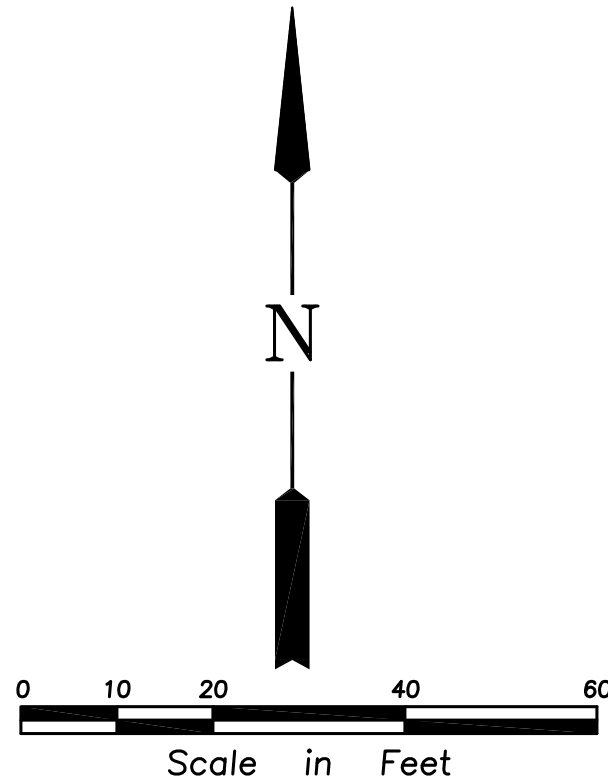
SITE SUMMARY

SITE AREA = 1.61 ACRES
DISTURBED AREA = 0.97 ACRES
EXISTING IMPERVIOUS AREA = 0.16 ACRES
POST CONSTRUCTION IMPERVIOUS AREA = 0.77 ACRES
NEW & RECONSTRUCTED IMPERVIOUS AREA = 0.62 ACRES

LEGEND

- BOUNDARY/ROW/BLOCK LINE
- - - EASEMENT
- - - BUILDING/PARKING SETBACK LINE
- PROPOSED CONCRETE
- PROPOSED BITUMINOUS

EXHIBIT F

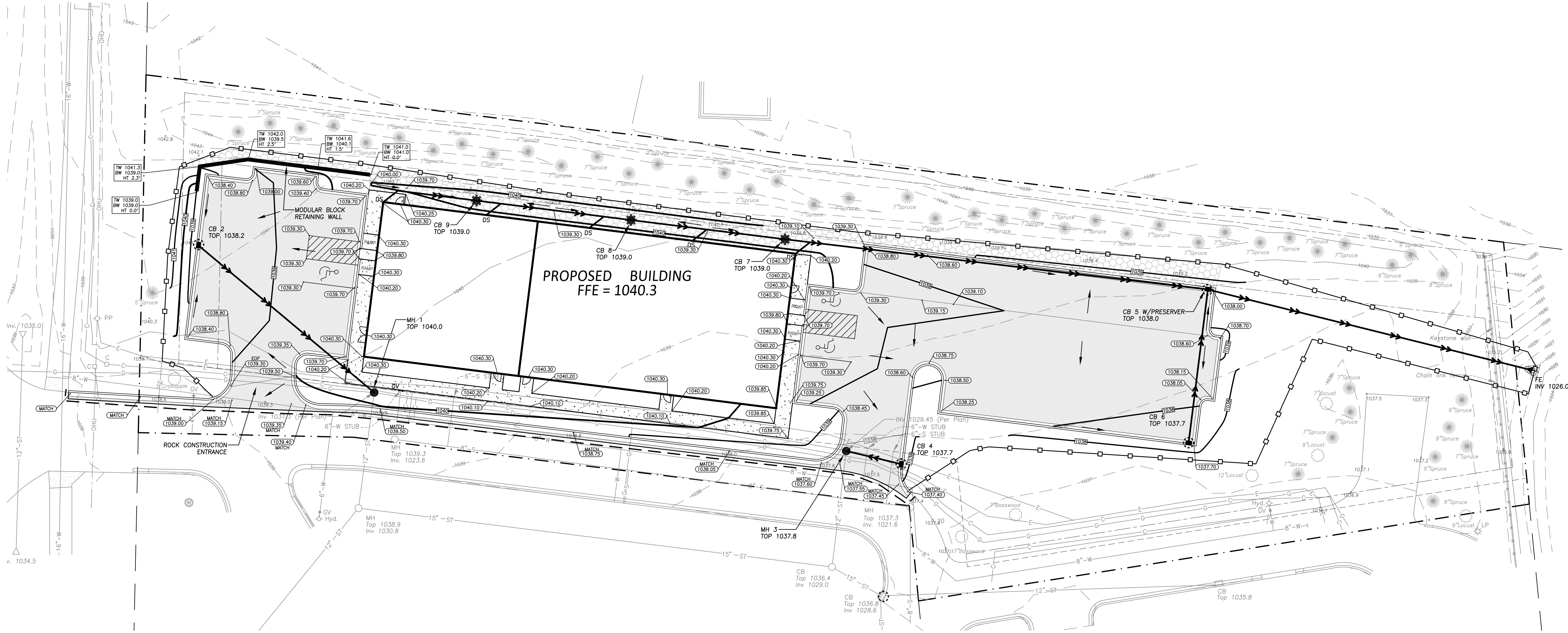


SITE DIMENSION PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER
C2

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

7-24-24	Issued
9-15-24	CITY SUBMITTAL
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS



EROSION PREVENTION & SEDIMENT CONTROL BMP'S

ITEM	QUANTITY
SILT FENCE	975 L.F.
ROCK CONSTRUCTION ENTRANCE	50 TONS 1"-2" WASHED ROCK
INLET PROTECTION (PRE-CASTING)	7 DEVICES
INLET PROTECTION (POST-CASTING)	8 DEVICES
EROSION CONTROL BLANKET (CAT. 20)	390 S.Y.
SEDIMENT LOGS	350 L.F.

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TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

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- VERIFY CODES IN EFFECT AT THE TIME OF THE NOTICE TO PROCEED AND STAY CURRENT WITH CODE CHANGES WHICH AFFECT THE WORK UNTIL SUBSTANTIAL COMPLETION.

GRADING NOTES

- All elevations shown are to final surfaces.
- Contractor is responsible for obtaining a National Pollutant Discharge Elimination System (NPDES) General Storm Water Permit for Construction Activity before construction begins.

EROSION CONTROL NOTES

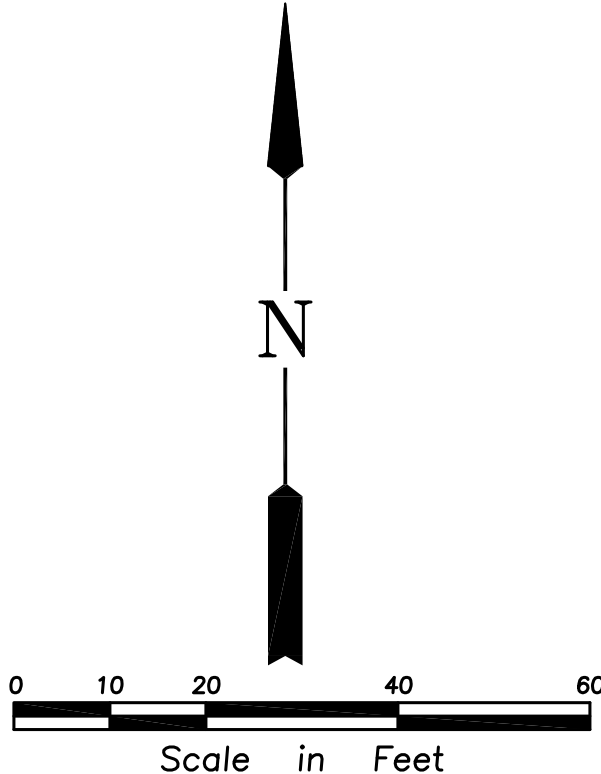
- Contractor is responsible for all notifications and inspections required by General Storm Water Permit.
- All erosion control measures shown shall be installed prior to grading operations and maintained until all areas disturbed have been restored.
- Sweep paved public streets as necessary where construction sediment has been deposited within 24 hours.
- Each area disturbed by construction shall be restored per the specifications within 14 days after the construction activity in that portion of the site has temporarily or permanently ceased.
- Temporary soil stockpiles must have silt fence around them and cannot be placed in surface waters, including storm water conveyances such as curb and gutter systems, or conduits and ditches.
- The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.
- All pipe outlets must be provided with temporary or permanent energy dissipation within 24 hours of connection to a surface water.
- Excess concrete/water from concrete trucks shall be disposed of in portable washout concrete basin or disposed of in a contained area.
- Spring/Summer temporary turf establishment shall be MNDOT Seed Mixture 110 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- Winter temporary turf establishment shall be MNDOT Seed Mixture 100 @ 100 lbs/acre and mulch shall be MNDOT Type 1.
- All disturbed areas shall be restored with commercial turf establishment, MNDOT seed Mixture 25-131 @ 220 lbs/acre, fertilizer shall be 10-10-10(NPK) commercial grade, and mulch shall be MNDOT Type 1.

NOTE: INSTALL INLET PROTECTION DEVICE IN NEAREST
DOWNSTREAM CATCH BASIN OR AS DIRECTED BY THE CITY.

LEGEND

- | | | | |
|--------------|--|----------|------------------------------------|
| ● ■ | PROPOSED MANHOLE/CATCH BASIN | — · — | BOUNDARY/ROW/BLOCK LINE |
| ● | PROPOSED CLEANOUT | - - - - | EASEMENT |
| ◆ | PROPOSED HYDRANT | - - - - | BUILDING/PARKING SETBACK LINE |
| ⋈ | PROPOSED GATE VALVE | ⊙ | SOIL BORING |
| ◀ | PROPOSED FLARED END | → | DRAINAGE ARROW |
| → | PROPOSED STORM SEWER | — W — | EXISTING WATERMAIN |
| ■ | PROPOSED CONCRETE | — S — | EXISTING SANITARY SEWER |
| ■ | PROPOSED BITUMINOUS | — ST — | EXISTING STORM SEWER |
| — 0.000 — | PROPOSED CONTOUR | — G — | EXISTING BURIED GAS LINE |
| · 0.023.54 · | PROPOSED ELEVATION | — E — | EXISTING BURIED ELECTRIC LINE |
| — □ — | SILT FENCE | — C — | EXISTING BURIED COMMUNICATION LINE |
| — — | BIO-LOGS | — OHU — | EXISTING OVERHEAD UTILITY LINE |
| ⊙ | INLET PROTECTION DEVICE | — 980 — | EXISTING CONTOUR |
| ■ | PROPOSED EC BLANKET CATEGORY 20 (MNDOT 3885) | x 995.50 | EXISTING ELEVATION |

EXHIBIT G



3440 Federal Dr., Suite 110
Twin Falls, ID 83401
Telephone 651-452-5051
www.rehder.com

REHDER & ASSOCIATES, INC.
Civil Engineers & Land Surveyors

PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG

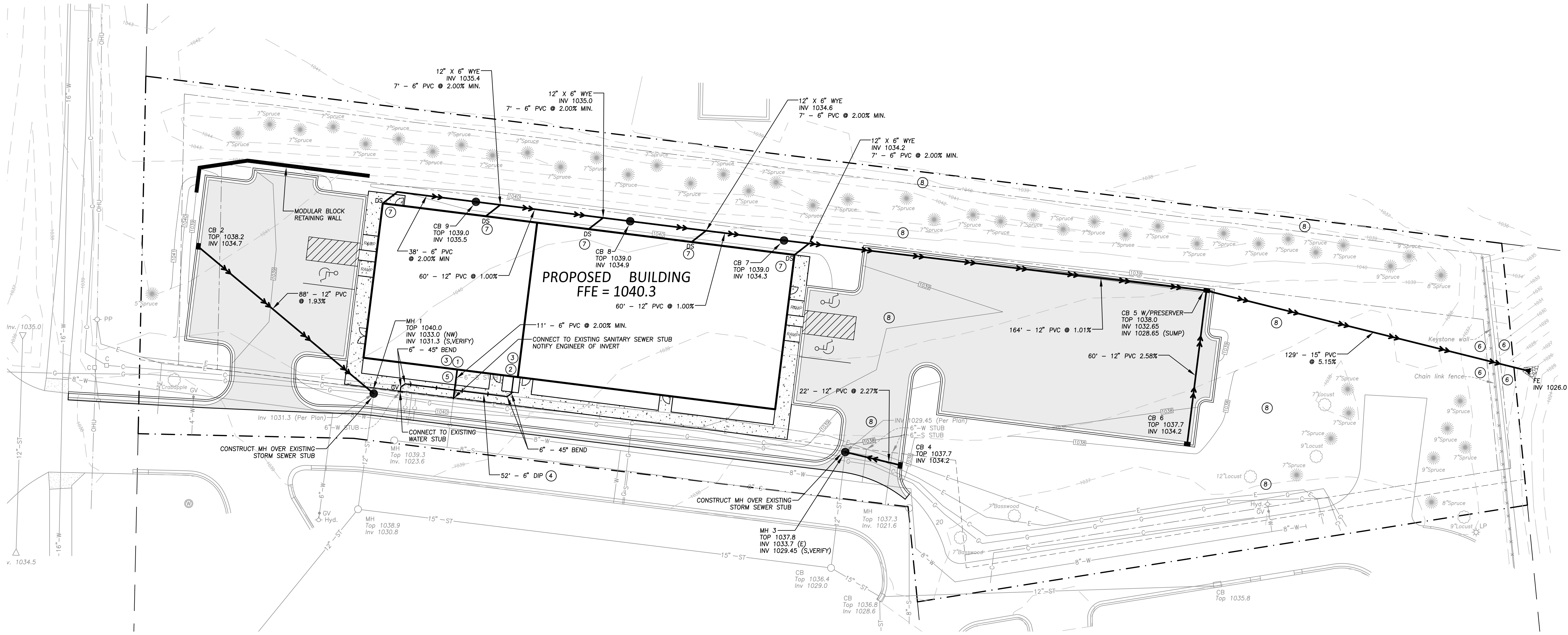
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Benjamin J. Quaes
Name: Benjamin J. Quaes Date: 11-1-24
Reg. No.: 59732

Issued	
7-24-24	CITY SUBMITTAL
9-15-24	ADDRESS CITY COMMENTS
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS

GRADING, DRAINAGE &
EROSION CONTROL PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER
C3



GOPHER STATE ONE CALL

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MN. TOLL FREE 1-800-252-1166

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CATCH BASIN/MANHOLE SCHEDULE

STRUCTURE NO.	BARREL SIZE	NEENAH CASTING NO.
MH 1	48"	R-1642B
CB 2	24" X 36"	R-3067V
MH 3	48"	R-1642B
CB 4	24" X 36"	R-3067V
CB 5	60"	R-3067V
CB 6	24" X 36"	R-3067V
CB 7	48"	R-4342
CB 8	27"	R-4342
CB 9	27"	R-4342

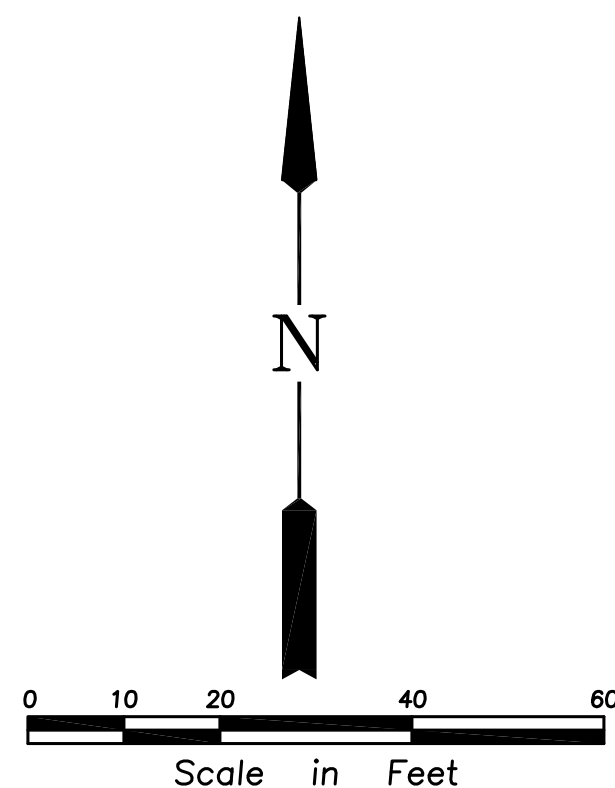
UTILITY NOTES

- ① - All sewer services to extend to a point 5' from proposed building.
- ② - Bring water main into proposed building and cap at the floor.
- ③ - Verify all service locations and inverts with mechanical engineer before construction.
- ④ - All watermain to have a minimum of 7.5' of cover.
- ⑤ - Maintain a minimum of 18" vertical separation between watermain & sewer.
- ⑥ - Replace retaining wall after installation of storm sewer. Match existing wall type.
- ⑦ - Connect to downspout per detail 11/CS
- ⑧ - City of Lakeville GIS indicates the possibility of water services for townhouses to the north. The Contractor shall notify the Engineer if any additional services not depicted are found in the field.

LEGEND

- | | | | |
|---|------------------------------|----------|------------------------------------|
| ● | PROPOSED MANHOLE/CATCH BASIN | --- | BOUNDARY/ROW/BLOCK LINE |
| • | PROPOSED CLEANOUT | --- | EASEMENT |
| ◆ | PROPOSED HYDRANT | --- | BUILDING/PARKING SETBACK LINE |
| + | PROPOSED GATE VALVE | W | EXISTING WATERMAIN |
| ◀ | PROPOSED FLARED END | S | EXISTING SANITARY SEWER |
| → | PROPOSED STORM SEWER | ST | EXISTING STORM SEWER |
| → | PROPOSED SANITARY SEWER | G | EXISTING BURIED GAS LINE |
| + | PROPOSED WATERMAIN | E | EXISTING BURIED ELECTRIC LINE |
| □ | PROPOSED CONCRETE | C | EXISTING BURIED COMMUNICATION LINE |
| □ | PROPOSED BITUMINOUS | OHU | EXISTING OVERHEAD UTILITY LINE |
| | | 980 | EXISTING CONTOUR |
| | | x 995.50 | EXISTING ELEVATION |

EXHIBIT H



Issued

7-24-24	CITY SUBMITTAL
9-15-24	CITY COMMENTS
10-25-24	CITY COMMENTS
11-1-24	CITY COMMENTS

UTILITY PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER

C4

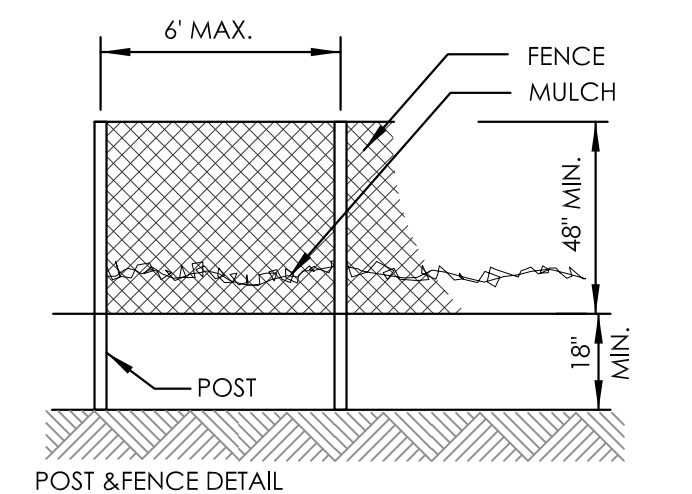
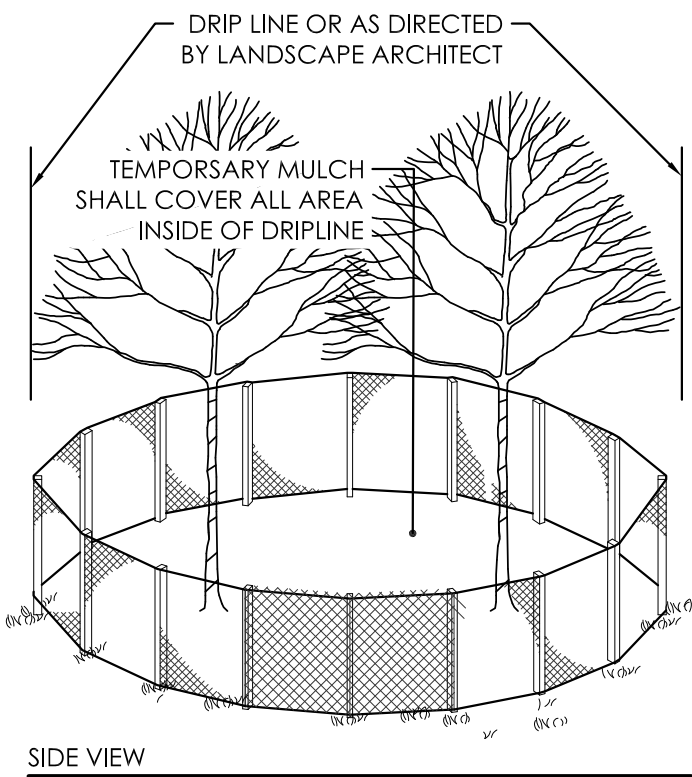
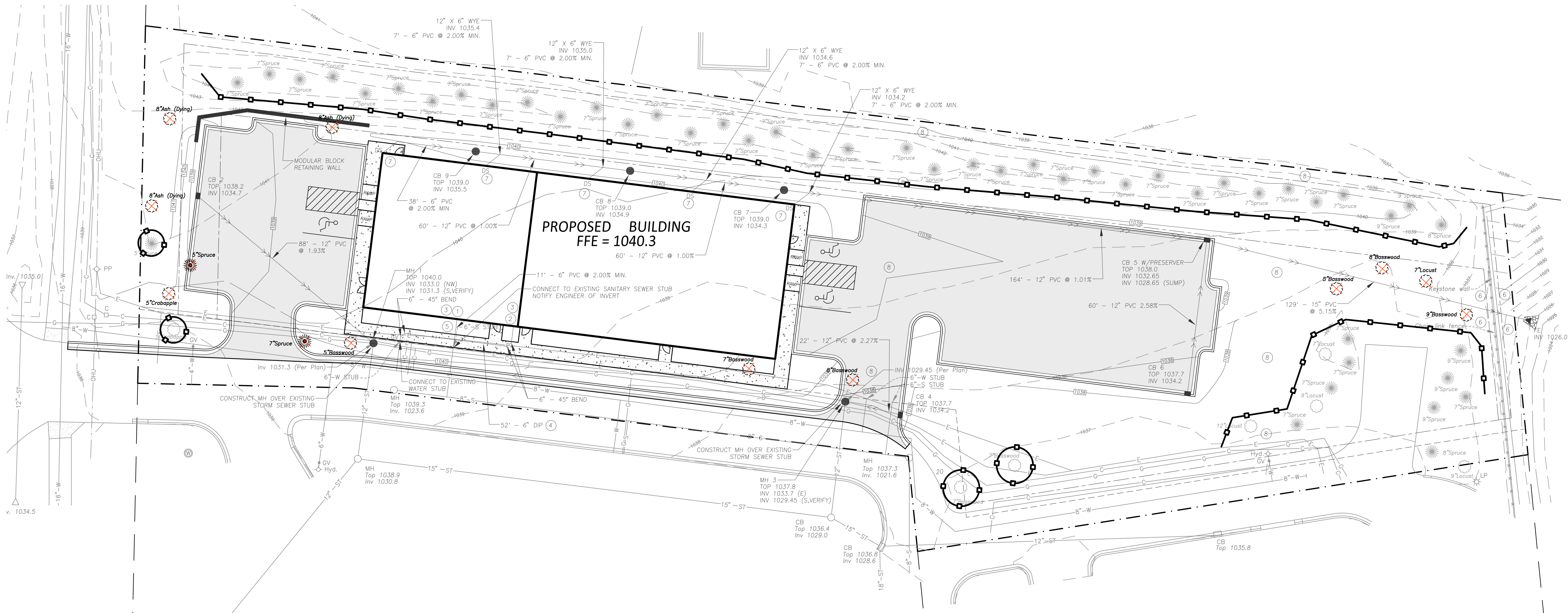
I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Benjamin J. Quaes Date 11-1-24
Name Benjamin J. Quaes Reg. No. 59732

REHDER
& ASSOCIATES, INC.
Civil Engineers & Land Surveyors

3440 Federal Drive, Suite 110
Lakeville, MN 55015
Telephone 651-452-5051
www.rehder.com

PROJECT NO.: 241-1321.179 DRAWING FILE: 1321179.DWG



NOTES:
1. THE FENCE SHALL BE LOCATED AT THE DRIP LINE OF THE TREE TO BE SAVED AND IN NO CASE CLOSER THAN 5 FEET TO THE TRUNK OF ANY TREE.
2. FENCE POSTS SHALL BE WITHER STANDARD STEEL POSTS OR WOOD POSTS A MINIMUM CROSS SECTIONAL AREA OF 3.0 SQ. IN.
3. THE FENCE MAY BE EITHER A 48" HIGH CHAIN-LINK FENCE, 48" HIGH SNOW FENCE, OR ANY OTHER MATERIAL AS APPROVED BY THE LANDSCAPE ARCHITECT.
4. THE CONTRACTOR SHALL INSTALL AND MAINTAIN THROUGHOUT CONSTRUCTION, A PROTECTIVE LAYER OF WOOD MULCH AT A MINIMUM DEPTH OF 12 INCHES FOR VEHICLE ACCESS.

GOPHER STATE ONE CALL

CALL 48 HOURS BEFORE YOU DIG
TWIN CITY AREA 651-454-0002
MN. TOLL FREE 1-800-252-1166

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TREE INVENTORY

TAG	SIZE	SPECIES	SIGNIFICANT	REMOVE	REMAIN	TAG	SIZE	SPECIES	SIGNIFICANT	REMOVE	REMAIN
1132	8	SPRUCE	YES		X	1197	9	SPRUCE	YES		X
1149	7	BASSWOOD	YES		X	1198	7	LOCUST	YES		X
1150	7	BASSWOOD	YES		X	1203	8	SPRUCE	YES		X
1151	12	LOCUST	YES		X	1204	9	SPRUCE	YES		X
1152	7	SPRUCE	YES		X	1205	9	SPRUCE	YES		X
1158	7	SPRUCE	YES		X	1206	7	SPRUCE	YES		X
1159	7	SPRUCE	YES		X	1207	7	SPRUCE	YES		X
1160	7	SPRUCE	YES		X	1208	7	SPRUCE	YES		X
1161	7	SPRUCE	YES		X	1209	7	SPRUCE	YES		X
1162	7	SPRUCE	YES		X	1210	7	SPRUCE	YES		X
1163	7	SPRUCE	YES		X	1211	7	SPRUCE	YES		X
1164	7	SPRUCE	YES		X	1212	7	SPRUCE	YES		X
1165	7	SPRUCE	YES		X	1213	7	SPRUCE	YES		X
1166	7	SPRUCE	YES		X	1214	7	SPRUCE	YES		X
1167	7	SPRUCE	YES		X	1215	7	SPRUCE	YES		X
1168	7	SPRUCE	YES		X	1216	7	SPRUCE	YES		X
1169	7	SPRUCE	YES		X	1217	7	SPRUCE	YES		X
1170	7	SPRUCE	YES		X	1218	7	SPRUCE	YES		X
1171	7	SPRUCE	YES		X	1219	7	SPRUCE	YES		X
1172	7	SPRUCE	YES		X	1220	7	SPRUCE	YES		X
1173	7	SPRUCE	YES		X	1221	7	SPRUCE	YES		X
1174	7	SPRUCE	YES		X	1222	7	SPRUCE	YES		X
1175	7	SPRUCE	YES		X	1223	5	BASSWOOD	NO	X	
1185	9	LOCUST	YES		X	1224	7	SPRUCE	YES	X	
1186	7	SPRUCE	YES		X	1225	5	CRABAPPLE	NO		X
1187	7	SPRUCE	YES		X	1226	5	CRABAPPLE	NO	X	
1188	7	SPRUCE	YES		X	1227	5	SPRUCE	NO		X
1189	8	BASSWOOD	YES	X		1228	5	SPRUCE	NO	X	
1190	8	BASSWOOD	YES	X		9001	8	ASH(DYING)	NO	X	
1191	9	LOCUST	YES	X		9002	8	ASH(DYING)	NO	X	
1192	9	BASSWOOD	YES	X		9003	8	ASH(DYING)	NO	X	
1193	9	SPRUCE	YES		X	9005	7	BASSWOOD	YES	X	
1194	9	SPRUCE	YES		X	9006	8	BASSWOOD	YES	X	
1196	7	SPRUCE	YES		X						

TREE PRESERVATION CALCULATIONS

TOTAL TREES ON SITE = 67 TREES
SIGNIFICANT TREES ON SITE = 59 TREES
PROPOSED TREE REMOVALS = 13 TREES
SIGNIFICANT TREE REMOVAL = 7 TREES

REPLACEMENT TREES REQUIRED = 14 TREES (SEE LANDSCAPE PLAN)

EXHIBIT I



I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Jason Aune

Name Jason Aune Date 11-1-24
Reg. No. 42162

LEGEND

- TREE PROTECTION FENCING
- ☉ TREE TO REMAIN
- ☒ TREE TO REMOVE



0 10 20 40 60
Scale in Feet

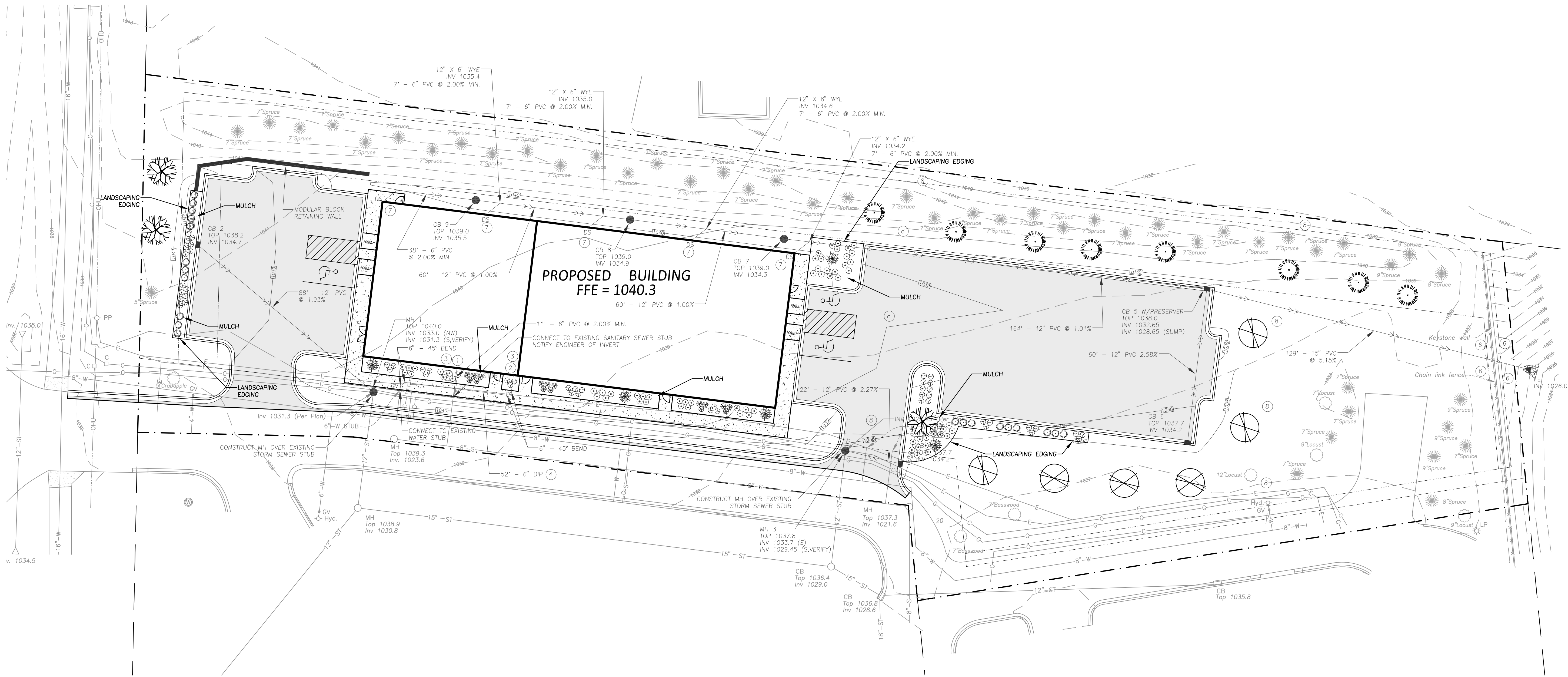
Issued

9-13-24	ADDRESS CITY COMMENTS
10-25-24	ADDRESS CITY COMMENTS
11-1-24	ADDRESS CITY STORMWATER COMMENTS

TREE PRESERVATION PLAN KENRICK CORNER SECOND ADDITION CITY OF LAKEVILLE

SHEET NUMBER

C8



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PLANT, SHRUB AND TREE LIST

PLANTS & SHRUBS

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
	50	Calamagrostis acutiflora	Karl Foerster	2 Gallon (24")
	27	Echinacea purpurea	Purple Coneflower	1 Gallon (18")
	39	Hosta 'Blueberry Muffin'	Hosta	1 Gallon (36")
	16	Rudbeckia hirta	Black Eyed Susan	1 Gallon (18")
	20	Thuja occidentalis 'Thusid4'	Emerald Petite Arborvitae	6 Gallon (24")
	5	Syringa patula 'Miss Kim'	Miss Kim Lilac	10 Gallon (48")

TOTAL 157

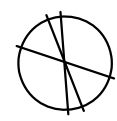
TREES

SYMBOL	QTY	SCIENTIFIC NAME	COMMON NAME	SIZE/ROOT
	3	Ulmus davidiana var. japonica 'Discovery'	Discovery Elm	2 - 1/2" B&B
	3	Betula papyrifera	Paper Birch	2 - 1/2" B&B
	4	Picea glauca var. dens	Black Hills Spruce	8' B&B
	4	Pinus strobus	White Pine	8' B&B
	3	Malus 'Pink Spires'	Pink Spires Flowering Crabapple	2" B&B

TOTAL 17

PLANTING SYMBOL LEGEND

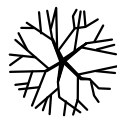
DECIDUOUS TREE



CONIFEROUS TREE



ORNAMENTAL TREE



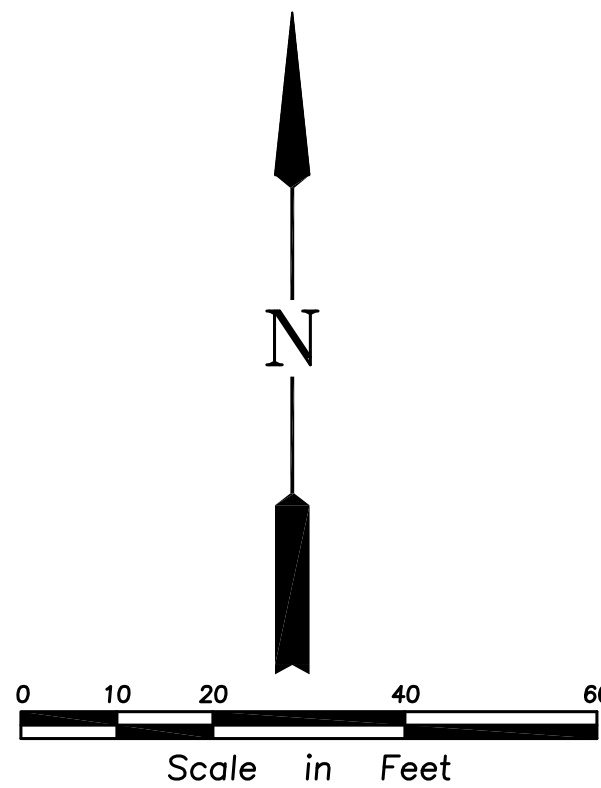
PROPOSED SHRUB



PERENNIAL/GRASS



EXHIBIT J



Issued

9-13-24 ADDRESS CITY COMMENTS
10-25-24 ADDRESS CITY COMMENTS
11-1-24 ADDRESS CITY STORMWATER COMMENTS

LANDSCAPE PLAN
KENRICK CORNER SECOND ADDITION
CITY OF LAKEVILLE

SHEET NUMBER

L1

Luminaire Schedule										
Symbol	Qty	Tag	Label	Arrangement	Lum. Lumens	LLF	Description	Lum. Watts	Arr. Watts	Total Watts
	1		65-842_Back Shield	Single	18342	1.000	150W LED AREA LIGHT TYPE III W/ 65-877	152.742	152.742	152.742
	2	A	65-842	Single	19488	1.000	150W AREA LIGHT TYPE III	150	150	300
	2	B	65-672	Single	8237	1.000	60W FULL CUTOFF WALL PACK	53.3152	53.315	106.63

Calculation Summary											
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description	PtSpclr	PtSpcTb	Meter Type
EAST PARKING AREA	Illuminance	Fc	2.62	13.9	0.2	13.10	69.50	READINGS TAKEN AT 0" AFG	10	10	Horizontal
PROPERTY LINE	Illuminance	Fc	0.14	0.9	0.0	N.A.	N.A.	READINGS TAKEN AT 0" AFG	10	N.A.	Horizontal
WEST PARKING LOT	Illuminance	Fc	2.87	13.3	0.5	5.74	26.60	READINGS TAKEN AT 0" AFG	10	10	Horizontal

TARGET ILLUMINANCE: 1-2 FC
READINGS TAKEN AT: 0" AFG
FIXTURE MTG HT: 25' AFG

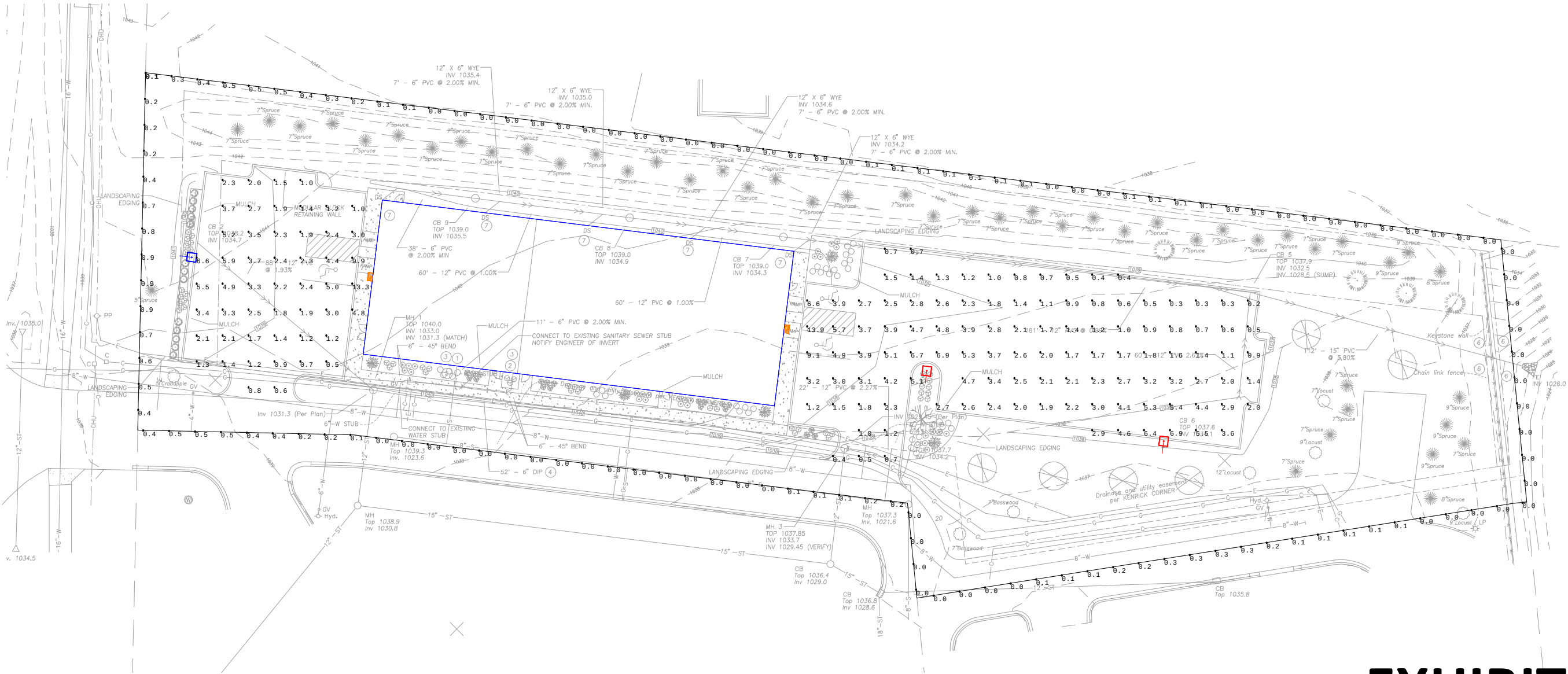


EXHIBIT K



Scale: 1 inch= 42.86 Ft.

Disclaimer: The Lighting Analysis ("Lighting Design") provided by Satco Products Inc. represents an anticipated prediction of lighting system performance based upon design parameters and information supplied by others. These design parameters and information provided by others have not been field verified by Satco Products, Inc. and therefore actual measured results may vary from the actual field conditions. Satco Products, Inc. recommends that design parameters and other information be field verified to reduce variation. Satco Products, Inc. neither warrants, either implied or stated, regarding actual measured light levels or energy consumption levels as compared to those illustrated by the Lighting Design. Satco Products, Inc. neither warrants, either implied or stated, nor represents the appropriateness, completeness or suitability of the Lighting Design in compliance with any applicable regulatory code requirements except for those specifically stated on drawings created and submitted by Satco Products, Inc. The Lighting Design is issued, in whole or in part, as advisory documents for informational purposes and is not intended for construction nor as being part of a project's construction documentation package.



Scale: As Noted

Date: 12/23/2024

Job Name: Mesenbrink on Lakeville

Prepared For: Winsupply

By: Satco Products, Inc. 110 Heartland Blvd. Brentwood, NY 11717

Filename: Mesenbrink on Lakeville.AGI

Lighting Layout: Version A

Drawn By: Nathan

Mesenbrink on Lakeville

Winsupply

Brentwood, NY 11717

on Lakeville.AGI



Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____

65-672 - 60 Watt Full Cutoff LED Wall Pack; CCT Selectable;
7200-7500 Lumens; DLC Premium

- CCT Selectable
- Has Driver



ELECTRICAL

Technology:	LED
Watts:	60W
Volts:	120V-277V
Lumens:	7200L-7500L
Lamp Base :	Integrated
CRI:	80
CCT (Kelvins):	3000K/4000K/5000K
Beam Spread :	90x100
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	400W
HID Equivalent :	150W-200W
Operating Temperature :	-40C (-40F) to +40C (+104F)
Lamp Included :	Integrated
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	10.42%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923655272
Each Quantity:	1
Each Dimensions:	13.78 x 7.28 x 9.06
Case UPC:	10045923655279
Case Quantity:	4
Case Dimensions:	15.55 x 14.57 x 19.49

PHYSICAL

Finish:	Bronze
Lens Material:	Impact Resistant PC
Dimensions:	W:12.61" H:5.09" E:6.86"
Weight (Lbs.):	5.07
Material:	Die-Cast Aluminum

INSTALLATION

Wire Temperature:	105C (221F)
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COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLXV561HFHT2
CA Prop 65:	Lead
BAA Compliant:	No
NOM Certificate No.:	NTEC21ELM006566!NTEC21ELM006566-FR1
NOM Expiration Date:	11/10/2022
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
RoHS Compliant:	Yes
B.U.G Rating:	B2-U2-G1
Restrictions:	No Restrictions



Project/Job Name: _____

Location: _____

Fixture Type: _____

Notes: _____

65-842 - LED Area Light Type III; 150W; Bronze Finish; 4000K; 120-277V



ELECTRICAL

Technology:	LED
Watts:	150W
Volts:	120V-277V
Lumens:	19507L
Lamp Base :	Integrated
CRI:	80
Rg Value :	12
CCT (Kelvins):	4000K
Hours Rated:	50000
Dimmable:	Yes-Dimmable
Dimmable Down To %:	100 to 20 percent
Incandescent Equivalent :	450W
HID Equivalent :	320W
Operating Temperature :	-40C (-40F) to +45C (+113F)
Lamp Included :	Integrated
Number of Lamps :	1
Replaceable Light Source :	No
Connection:	Hardwire
Surge Protection :	Built-in surge protection - 4KV
THD:	15%
Power Factor :	>0.9
Voltage Type:	Range Voltage
Warranty:	5 Year Limited - Fixtures

PACKAGING

Each UPC:	045923651472
Each Quantity:	1
Each Dimensions:	23.23 x 14.37 x 5.71
Case UPC:	10045923651479
Case Quantity:	1
Case Dimensions:	23.23 x 14.37 x 5.71

INFO

Additional Info:	Powder Coated
Specification Note:	Type III Light Distribution
Includes:	2-3/8 inch Slip-fitter Mount

PHYSICAL

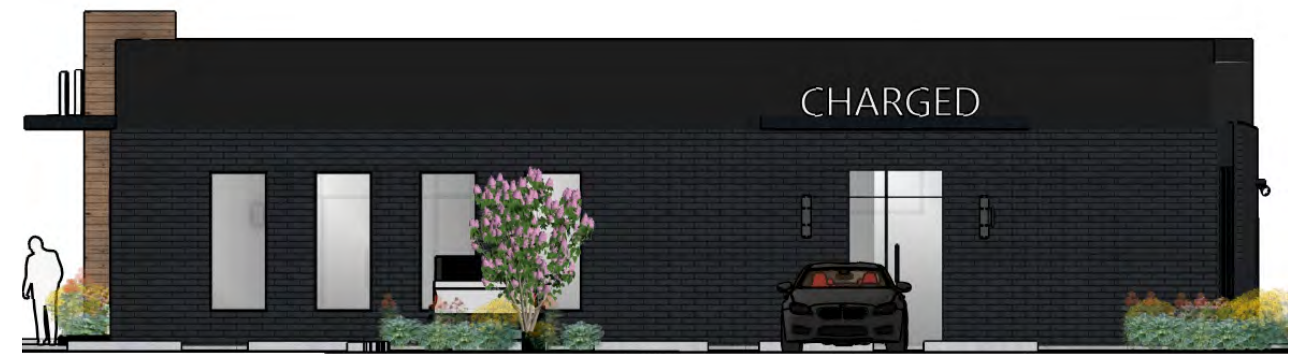
Finish:	Bronze
Lens Material:	Polycarbonate (PC)
Dimensions:	L:20.71" W:12.40" H:3.11"
Weight (Lbs.):	8.08
Material:	Die-Cast Aluminum
Sensor:	Optional

COMPLIANCE

Safety Listing:	cULus - Certified
Location Rating:	Wet
Indoor/Outdoor:	Indoor; Outdoor
Energy Star Qualified:	No
DLC Approved:	Yes
DLC Classification:	Premium
DLC ID:	PLIL4Z6YAG9O
CA Prop 65:	Lead
BAA Compliant:	No
ADA Compliant:	No
FCC Compliant:	Yes
IP Rating:	IP65
IK Rating:	IK10
RoHS Compliant:	Yes
B.U.G Rating:	B3-U2-G3
Restrictions:	No Restrictions



west elevation



east elevation



south elevation



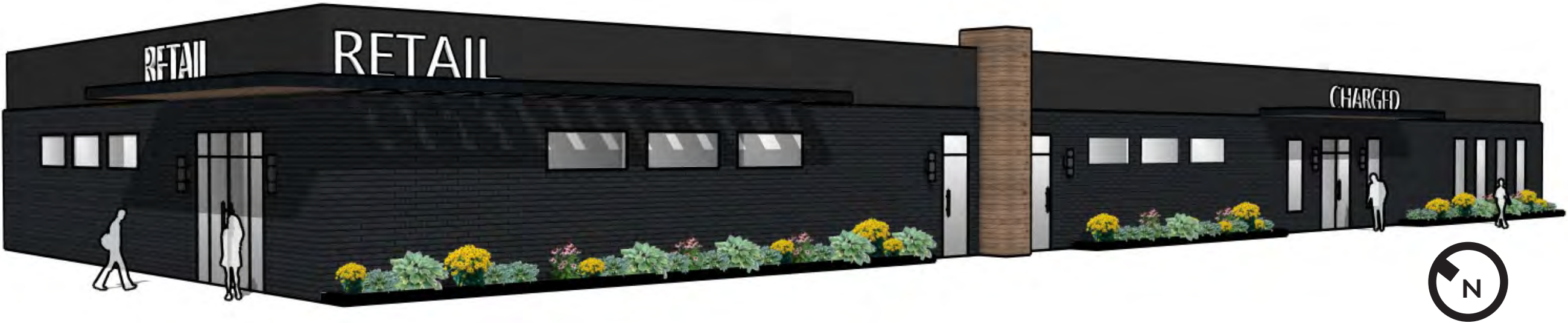
north elevation



material breakdown by elevation:

		South	%	East	%	North	%	West	%
Grade A									
	Brick	1,444	56%	552	52%	1,415	56%	509	48%
	Glass	368	14%	134	13%	105	4%	177	17%
	Sub Total	1,812	70%	686	65%	1,520	60%	686	65%
Grade B/C									
	IMP	691	27%	272	26%	812	32%	267	25%
	Sub Total	691	27%	272	26%	812	32%	267	25%
Grade D									
	Wood	-	0%	64	6%	-	0%	63	6%
	Arch Metal	73	3%	33	3%	211	8%	39	4%
	Sub Total	73	3%	97	9%	211	8%	102	10%
Total SF		2,576	1.00	1,055	1.00	2,543	1.00	1,055	1.00
Total Building		7,229	C3 General Commercial District Requirements						
	Grade A	65%		65%	Min				
	Grade B/C	28%		35%	Max				
	Grade D	7%		10%	Max				

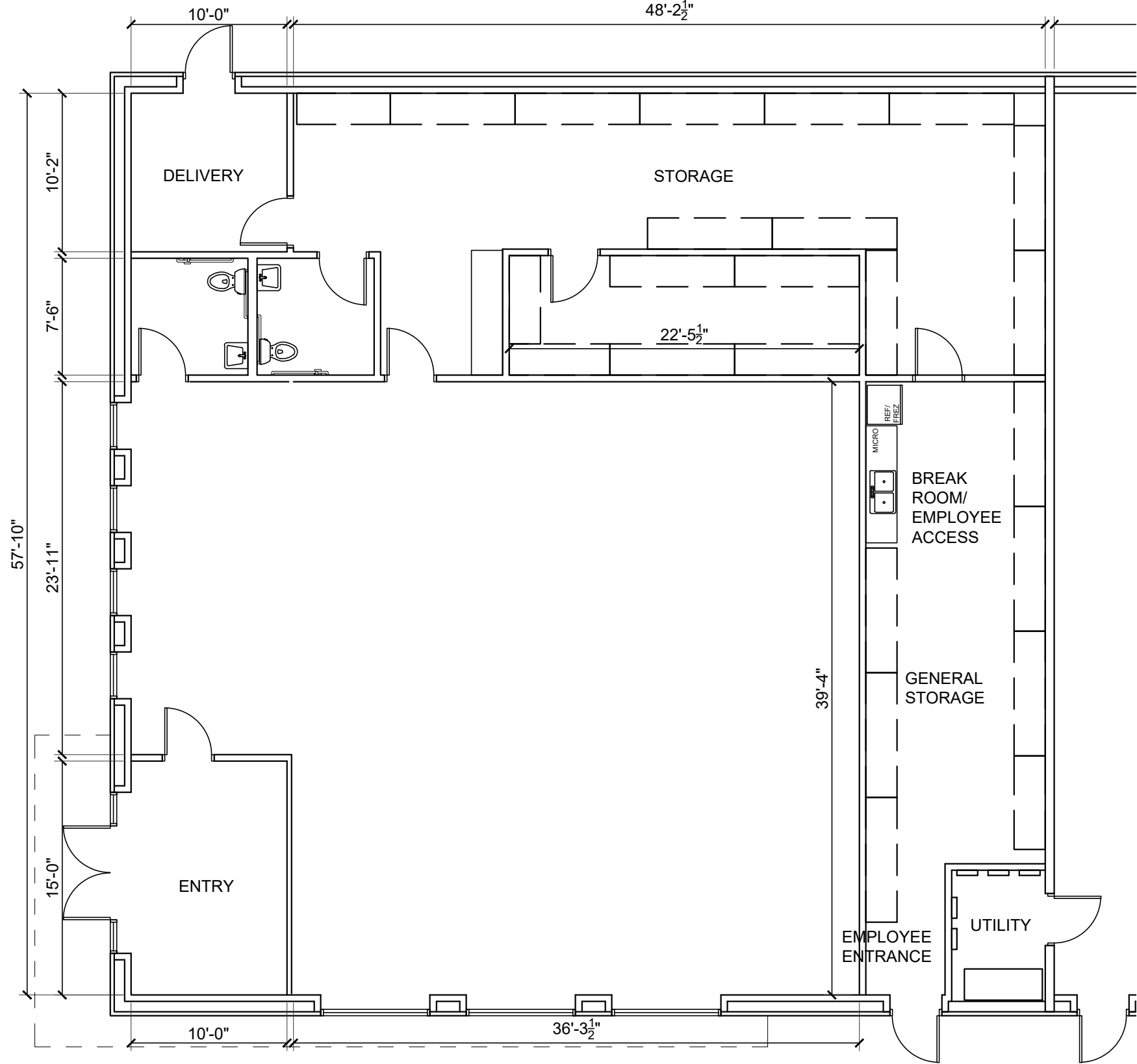
southwest perspective.



southwest perspective with surrounding properties.



DRAFT Retail Floor Plan
(West Elevation)



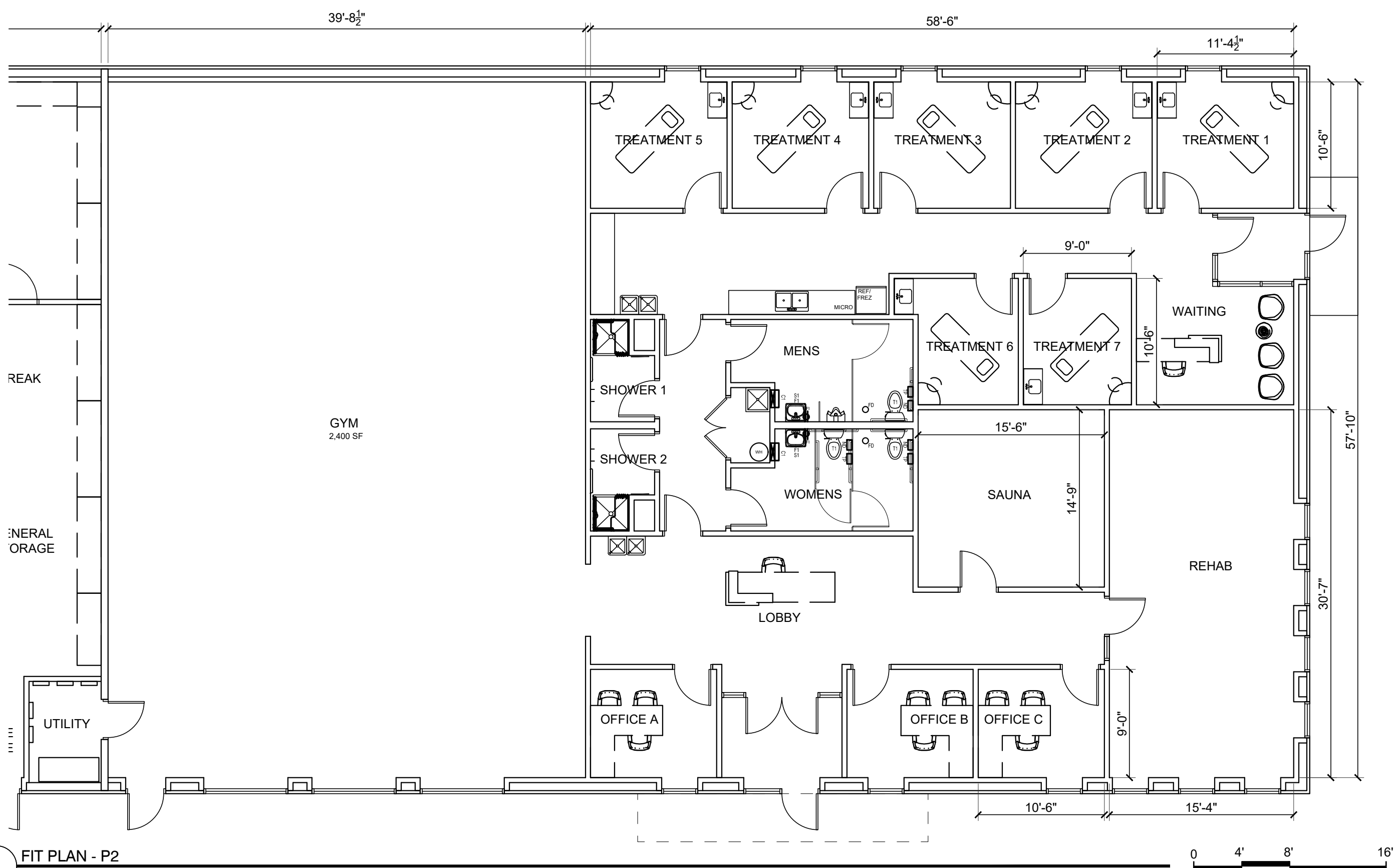
1 FIT PLAN - P2
1/8" = 1'-0"



Kenrick Ave Retail

09.11.2024





1 FIT PLAN - P2
1/8" = 1'-0"

Kenrick Ave Wellness & Rehab Center

09.11.2024



Memorandum

To: Kris Jenson, Planning Manager
From: Jon Nelson, Assistant City Engineer
McKenzie L. Cafferty, Environmental Resources Manager
Joe Masiarchin, Parks and Recreation Director
Copy: Zach Johnson, City Engineer
Julie Stahl, Finance Director
Dave Mathews, Building Official
Tina Goodroad, Community Development Director
Date: December 13, 2024
Subject: Kenrick Corner Second Addition

- Preliminary and Final Plat
- Easement Vacation
- Preliminary and Final Grading and Erosion Control Plan
- Preliminary and Final Tree Preservation
- Preliminary and Final Utility Plan

BACKGROUND

Mesenbrink Construction and Engineering representatives have submitted a preliminary and final plat named Kenrick Corner Second Addition. The proposed development is located east of and adjacent to Kenrick Avenue and north of 205th Street. The parent parcel consists of Outlot A, Kenrick Corner, and is zoned C-3, General Commercial District.

The preliminary and final plat consists of one commercial lot within one block on 1.61 acres.

The proposed development will be completed by:

Developer:	Mesenbrink Construction and Engineering
Engineer/Surveyor:	Rehder & Associates, Inc.

SITE CONDITIONS

The Kenrick Corner Second Addition site consists primarily of undeveloped agricultural land draining northwest to southeast. There is a graded swale on the north end of the site draining west to east. There are overhead utility lines along Kenrick Avenue on the west end of the site.

EASEMENTS/EASEMENT VACATIONS

The existing drainage and utility easements on the parent parcel, along the south property line, will be vacated in conjunction with the preliminary plat.

Prior to recording of the final plat:

- A 10-foot-wide drainage and utility easement along the north plat boundary shall be shown on the final plat.

A cross access easement for the private road over Lot 1, Block 1 benefitting Lots 1 and 2, Block 1, Kenrick Corner Addition is required and has been recorded against the property.

STREET AND SUBDIVISION LAYOUT

Access to the site will be from both 205th Street and Kenrick Avenue. A privately owned and maintained drive lane exists within the development. Curb and gutter shall be installed along the frontage of the existing private roadway to provide an urban road section.

Kenrick Avenue

Kenrick Corner Second Addition is located east of and adjacent to Kenrick Avenue, a City roadway classified as a minor arterial. Kenrick Avenue is constructed as a two-lane undivided rural roadway adjacent to the plat. The existing right-of-way is a total of 100 feet. No additional right-of-way is required, and no construction improvements are proposed with Kenrick Corner Second Addition.

CONSTRUCTION ACCESS

Construction traffic access and egress for grading, utility and street construction is restricted to the Kenrick Avenue private drive entrance.

PARKS, TRAILS, AND SIDEWALKS

Development of Kenrick Corner Second Addition does not include the construction of public trails and sidewalks.

The Park Dedication requirement has not been collected on the parent parcel and will be satisfied through a cash contribution. The Park Dedication requirement will be collected with the final plat, calculated as follows:

Dedication Requirement Summary

Gross Area of Kenrick Corner Second Addition	1.61 acres
Total Buildable Area	1.61 acres

1.61 acres	x \$9,477	= \$15,257.97
Buildable Area	2025 Unit Rate	Dedication Requirement
Kenrick Corner Second Addition		Kenrick Corner Second Addition

UTILITIES

SANITARY SEWER

Kenrick Corner Second Addition is located within subdistrict SC-13030 of the South Creek sanitary sewer district, as identified in the City's Comprehensive Sewer Plan. Wastewater will be conveyed through City sanitary sewer to the MCES interceptor monitored by meter M649. Wastewater treatment is provided by the Empire Township Treatment Facility.

Development of Kenrick Corner Second Addition includes the construction of privately owned and maintained sanitary sewer. A 6-inch sanitary sewer service will be extended from an existing service stub adjacent to the private roadway on the south side of the platted area.

The Sanitary Sewer Availability Charge has not been collected on the parent parcel and must be paid with the building permit application.

WATERMAIN

Development of Kenrick Corner Second Addition includes the construction of privately owned and maintained water service. 6-inch water service will be extended from an existing service stub adjacent to the private roadway on the south side of the platted area.

The Lateral Watermain Charge for the front footage along Kenrick Avenue must be paid with the final plat, and is calculated as follows:

Lateral Watermain Charge Summary

138 feet
Total Front Foot
Kenrick Avenue

x \$48.00/foot
2025 Unit Rate

= \$6,624.00
Lateral Watermain Charge
Kenrick Corner Second Addition

OVERHEAD LINES

Existing aboveground equipment (utility lines and poles) are located along the west side of the parent parcel. The aboveground equipment is required to be undergrounded along the frontage of Kenrick Corner final plat and Kenrick Corner Second Addition final plat, consistent with the City's Public Ways and Property Ordinance and Kenrick Corner Development Agreement. A cash escrow is required for undergrounding of the lines adjacent to Kenrick Corner Second Addition in conformance with City Ordinance requirements. The escrow amount of \$21,041.06 is based on a cost estimate provided by the facility owner, Dakota Electric Association, for the work necessary to complete the undergrounding of the Kenrick Corner Second Addition plat frontage and has been prorated to reflect the front footage adjacent to Lot 1, Block 1, only.

DRAINAGE AND GRADING

Kenrick Corner Second Addition is located within subdistricts ML-076 and ML-077 of the Marion Lake stormwater district, as identified in the City's Water Resources Management Plan.

Development of Kenrick Corner Second Addition includes drainage to the existing stormwater basin located in Outlot B, Kenrick Corner. The basin was constructed with the Springbrook development, expanded with the Kenrick Corner development, and was sized to accommodate the development of the Kenrick Corner Second Addition. The basin is owned and maintained by the City. The stormwater management design is consistent with the City's stormwater management ordinance.

The Developer must certify to the City that all lots with footings placed on fill have been monitored and constructed to meet or exceed FHA/HUD 79G specifications. Prior to issuance of building permits, the soils observation and testing report, including referenced lot descriptions, and an as-built certified grading plan must be submitted and approved by City staff.

Kenrick Corner Second Addition does not contain more than one acre of site disturbance. A National Pollution Discharge Elimination System General Stormwater Permit for construction activity shall be applied for as required from the Minnesota Pollution Control Agency. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA.

RETAINING WALLS

Development of Kenrick Corner Second Addition includes the construction of privately owned and maintained retaining walls. All modular block retaining walls constructed as part of the subdivision grading plan must meet MN/DOT requirements. A registered engineer must design any retaining wall that has a combined height greater than four feet (4'). The building official must approve the retaining wall plans and each retaining wall is subject to issuance of a separate building permit. The walls must be constructed prior to the issuance of building permits. An encroachment agreement is required with the final plat for the retaining walls proposed within drainage and utility easements. The retaining walls will be owned and maintained by the development. The Developer shall post a \$15,000.00 security with the final plat for construction of the walls.

STORM SEWER

Development of Kenrick Corner Second Addition includes the construction of a private storm sewer system. Storm sewer will be constructed within Lot 1 to collect and convey stormwater runoff generated from within the site to the public stormwater management basin located within Outlot B, Kenrick Corner. An environmental structure will provide pretreatment prior to entering the public stormwater management basin located within Outlot B, Kenrick Corner. The Developer shall enter into a stormwater maintenance agreement and grant an easement

to the City over the environmental structure. Security shall be held restoration of the City owned basin impacted by construction.

Draintile construction is required in areas of non-granular soils within Kenrick Corner Second Addition for the street sub-cuts and lots. Any additional draintile construction, including perimeter draintile required for building footings, which is deemed necessary during construction shall be the developer's responsibility to install and finance.

The Storm Sewer Charge has not been collected on the parent parcel and will be collected with the final plat, calculated as follows:

Storm Sewer Charge Summary

Gross Area of Kenrick Corner Second Addition	70,132 s.f.
Total Storm Sewer Charge Area	70,132 s.f.

70,132 s.f.	x \$0.250/s.f.	= \$17,533.00
Net Area	2025 Unit Rate	Storm Sewer Charge
Kenrick Corner Second Addition		Kenrick Corner Second Addition

Final locations and sizes of all storm sewer facilities will be reviewed by City staff with the final construction plans.

FEMA FLOODPLAIN ANALYSIS

Kenrick Corner Second Addition is shown on Flood Insurance Rate Map (Map No. 27037C0193E; Eff. Date 12/2/2011) as Zone X by the Federal Emergency Management Agency (FEMA). Based on this designation, there are no areas in the plat located within a Special Flood Hazard Area (SFHA), as determined by FEMA.

WETLANDS

There are no wetlands located on the site.

TREE PRESERVATION

The plan identifies a total of 67 trees onsite. As proposed, 54 trees will be saved, and 13 will be removed.

Measures to protect significant trees as identified in the Tree Preservation ordinance (10-4-11), including but not limited to tree protection fencing and erosion control measures, are to be installed prior to the start of tree removals or other site work and maintained throughout construction. Trees to be preserved that are damaged or removed will require replacement.

EROSION CONTROL

The Developer is responsible for obtaining a MPCA Construction Permit for the site as well as developing a SWPPP for the site prior to construction. The permit requires that all erosion and

sediment BMPs be clearly outlined in a site's SWPPP. No grading or tree removals can take place until the City has reviewed and approved the SWPPP for the site. Changes made throughout construction must be documented in the SWPPP.

The MS4 Administration Fee has not been collected on the parent parcel and shall be paid with the final plat, calculated as follows:

\$22,000.00	x 2%	= \$440.00
Grading Cost	2025 Rate	MS4 Administration Fee
Kenrick Corner Second Addition		Kenrick Corner Second Addition

SECURITIES

The Developers shall provide a Letter of Credit as security for the Developer-installed improvements relating to Kenrick Corner Second Addition.

CONSTRUCTION COSTS	
Storm Sewer Connection	\$ 5,000.00
Site Grading, Erosion Control, Restoration	15,000.00
SUBTOTAL - CONSTRUCTION COSTS	\$ 20,000.00
OTHER COSTS	
Developer's Design (3.0%)	\$ 600.00
Developer's Construction Survey (2.5%)	500.00
City's Legal Expense (0.5%)	100.00
City Construction Observation (5.0%)	1,000.00
Developer's Record Drawing (0.5%)	100.00
Landscaping	17,500.00
Retaining Walls	15,000.00
Lot Corners/Iron Monuments	100.00
SUBTOTAL - OTHER COSTS	\$ 34,900.00
TOTAL PROJECT SECURITY	\$ 54,900.00

The Developer shall post a security to ensure the final placement of iron monuments at property corners with the final plat. The security is \$100.00 per lot and outlot for a total of \$100.00. The City shall hold this security until the Developer's Land Surveyor certifies that all irons have been placed following site grading, street, and utility construction.

CASH FEES

A cash fee for one-year of streetlight operating expenses shall be paid with the final plat and is calculated as follows:

138 feet	x \$1.13/front foot	= \$155.94
Total Front Foot Kenrick Corner Second Addition	2025 Rate	Streetlight Operating Fee Kenrick Corner Second Addition

A cash fee for one-year of environmental resources management expenses shall be paid with the final plat and is calculated as follows:

1 unit	x \$61.52/unit	x 4.20	= \$258.38
Total Units Kenrick Corner Second Addition	2025 Rate	Utility Factor	Environmental Resources Fee Kenrick Corner Second Addition

A cash fee for the preparation of addressing, property data, and City base map updating shall be paid with the final plat and is calculated as follows:

1 lot	x \$90.00/unit	= \$90.00
Lots/Outlots Kenrick Corner Second Addition	2025 Rate	Property Data & Asset/Infrastructure Mgmt. Fee Kenrick Corner Second Addition

The Developer shall submit the final plat and construction drawings in an electronic format. The electronic format shall be in .pdf format and either .dwg (AutoCAD),.dxf, or .shx format.

The Developer shall pay a cash fee for City Engineering Administration. The fee for City Engineering Administration is based on three percent (3.00%) of the estimated construction cost, or \$600.00.

CASH REQUIREMENTS

Park Dedication	\$ 15,257.97
Storm Sewer Charge	17,533.00
MS4 Administration Fee	440.00
Streetlight Operating Fee	155.94
Environmental Resources Management Fee	258.38
Property Data and Asset/Infrastructure Management Fee	90.00
Lateral Watermain Charge	6,624.00
Future Burial of Overhead Utilities	21,041.06
City Engineering Administration (3.00%)	600.00
TOTAL CASH REQUIREMENTS	\$ 62,000.35

RECOMMENDATION

Engineering recommends approval of the preliminary and final plat, easement vacation, preliminary and final grading and erosion control plan, preliminary and final tree preservation, and preliminary and final utility plan for Kenrick Corner Second Addition, subject to the requirements and stipulations within this report.